

# **AFI HYDRO INC.**

**FIRST REPORT OF THE RECEIVER**

**APRIL 25, 2014**

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

**BANK OF MONTREAL**

Applicant

- and -

**AFI HYDRO INC.**

Respondent

**APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
R.S.C. 1985, C. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE*  
*ACT*, R.S.O. 1990, c. C.43 AS AMENDED**

**FIRST REPORT OF RICHTER ADVISORY GROUP INC.  
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF  
AFI HYDRO INC.**

**APRIL 25, 2014**

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## I. INTRODUCTION

1. Pursuant to an application by Bank of Montreal ("BMO" or the "**Lender**") under section 243(1) of *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, (the "**BIA**") and section 101 of the *Courts of Justice Act* R.S.O. 1990 c. C.43, as amended, and an order (the "**Appointment Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), dated February 24, 2014 (the "**Date of Appointment**"), Richter Advisory Group Inc. was appointed as Receiver ("**Richter**" or the "**Receiver**") without security over all the assets, undertakings and properties (the "**Property**") of AFI Hydro Inc. ("**AFI**" or the "**Company**").
2. Richter was previously retained by BMO to act as their financial advisor to assist in BMO's discussions with the Company and the Company's financial advisors on addressing such issues as liquidity concerns and a potential informal restructuring of the Company's capital structure prior to the Date of Appointment.
3. Certain sensitive pricing information has been omitted from the Receiver's first report (the "**First Report**") and redacted from certain appendices to this First Report. In the event that the proposed transaction does not close, it is the Receiver's view that release of such information would be prejudicial to the interests of the creditors. A confidential supplementary report to this First Report (the "**Confidential Supplementary Report**"), which includes the omitted pricing information and certain unredacted appendices, and which appends the liquidation analysis of the Company's business and assets prepared by the Receiver, will be filed with this Court on a sealed and confidential basis to prevent this information from becoming publicly available.

## II. PURPOSE OF REPORT

4. The purpose of this First Report is to:
  - (a) Provide this Court with background information on:
    - (i) The Company, including its corporate structure and operations; and
    - (ii) Reasons for the Company's liquidity constraints and financial difficulties.

- (b) Report on the activities of the Receiver since its appointment on February 24, 2014;
- (c) Provide this Court with an overview of the expedited sales process ("**Expedited Sales Process**") undertaken by the Receiver of AFI's assets and the proposed sale transaction which has been negotiated, including:
  - (i) The marketing and sales process undertaken by the Company to refinance or effect a sale of its assets prior to the Date of Appointment;
  - (ii) The marketing and sales process undertaken by Richter to effect a sale of the Company's assets; and
  - (iii) Providing information regarding the proposed asset sale transaction (the "**Transaction**"), including the proposed Asset Purchase Agreement (the "**APA**") to be entered into between the Receiver and Andritz Hydro AFI, Inc. (the "**Purchaser**").
- (d) Summarize the results of a liquidation analysis prepared by the Receiver.
- (e) Recommend that the Court issue an order:
  - (i) Approving the Transaction and authorizing and directing the Receiver to execute such documents and take such additional steps as are necessary to complete the Transaction and execute the APA;
  - (ii) Sealing the Confidential Supplementary Report as well as unredacted copies of the APA;
  - (iii) Vesting in the Purchaser, as at closing, the purchased assets as identified in the APA, free and clear of all liens, charges, security interests and other encumbrances; and
  - (iv) Authorizing the Receiver to terminate the Company's lease at 6 Adams Street, Paris Ontario (the "**Premise**"), pursuant to the Appointment Order.

### III. QUALIFICATIONS

5. In preparing this First Report, Richter has relied upon unaudited financial information, the Company's books and records, financial information prepared by the Company and discussions with management and the Company's financial advisor and legal counsel (collectively, the "**Information**").
6. In accordance with industry practice, except as described in this First Report:
  - (a) Richter has not audited, reviewed, or otherwise attempted to verify the accuracy of completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook; and
  - (b) Future-oriented financial information relied upon in preparing this First Report is based on management's assumptions regarding future events. Actual results achieved may vary from this information and these variations may be material.
7. Unless otherwise noted, all monetary amounts contained in this First Report are expressed in Canadian dollars.

### IV. BACKGROUND

8. Reference is made to the Affidavit of Robert Kiefer, sworn February 24, 2014, in support of BMO's application for the appointment of Richter as Receiver over all of the property, assets and undertaking of the Company (the "**Kiefer Affidavit**"). A copy of the Kiefer Affidavit is attached hereto without exhibits as **Appendix "A"**.

#### **Company Overview**

9. The Company was founded in 1992 under the name of Allied Fabricators Inc., which was owned by the shareholders of 1101751 Ontario Inc. It commenced operations as a custom fabrication company, manufacturing equipment from customer drawings and specifications. Over the passage of time, the Company became a specialized fabricator for projects in the hydroelectric power generation and water control systems sector. The Company has expertise in the design, fabrication and installation of crane and hoisting

equipment, intake gates, draft tube gates, sluice gates, trashracks and gate superstructures. This specialization in hydroelectric generating stations accounts for approximately 98% of the Company's annual sales. Historically, the Company has performed essentially all of the gate replacement work for Ontario Power Generation Inc. ("**OPG**") and is one of OPG's top suppliers for hydroelectric work. This work is typically seasonal with much of the fabrication and installation occurring in mid-summer to fall.

10. On May 4, 2010, Allied Fabricators Inc. and 1101751 Ontario Inc. were acquired by AFI Hydro Inc., a private company incorporated under the *Business Corporations Act* (Ontario), for \$17.2M in a leveraged buy-out of the former shareholders. The Receiver was advised by former shareholders of Allied Fabricators Inc. that, at that time, due to the uniqueness of the operation and revenue concentration, there were limited offers.
11. AFI operates out of a leased facility in Paris, Ontario. The Company has an 82,000 square feet manufacturing facility that allows them to work on projects in excess of 80 tons of weight. The Company also has on the same site a 4,200 square feet engineering department that houses their in-house structural and mechanical designers and engineers. In this same facility the Company also houses offices for administration and sales support.
12. AFI has a highly skilled labour force in Paris, Ontario, with trades ranging from engineers, sheet metal workers, millwrights, fitters, iron workers, welders, structural plate fitters and machinists. Prior to the Date of Appointment, AFI was the largest employer in Paris, Ontario employing approximately 100 individuals.

### **Company Structure**

13. As noted above, AFI was acquired in May 2010 in a leveraged buy-out. The main shareholder behind this leveraged buy-out was C.S. Craig Family L.P. ("**CCF**") who directly and indirectly accounted for 75% of the equity ownership of AFI as at the Date of Appointment.
14. The principals behind CCF were the primary leads in the negotiations with BMO on the attempted balance sheet restructuring prior to this Receivership. The Receiver was

advised by management that all members of the equity group were aware of the financial situation and the Company's consent to the appointment of a Receiver.

### **Causes of Insolvency**

15. The factors contributing to the Company's financial difficulties are summarized as follows:
  - (a) Significant cost overrun on the Lower Mattagami River Project was the primary reason for the Company's liquidity constraints. The Company signed this contract with Kiewit-Alarie, a Partnership ("KAP") in March 2012. Due to a variety of reasons, AFI had cost overruns of approximately \$6M that they were not able to recover.
  - (b) The above cost overruns contributed to Company's significantly reduced liquidity as the AFI subsequently failed to pay certain trade creditors. This resulted in the accumulation of various lien and trust claims which prevented the release of funds from customers on projects; and
  - (c) The Company's deteriorating financial position resulted in a breach of lending covenants and restrictions on operating line availability.
16. The Company advised BMO on January 31, 2014 of its liquidity issues. At the same time the Company engaged its own financial advisor and legal counsel to start discussions with BMO on a balance sheet restructuring. Over the course of a four week period, BMO engaged in intense discussions and negotiations with the Company and its advisors to develop a solution to restructure its balance sheet and provide certain liquidity relief in order to give the Company time to restructure its debts and continue to operate as a going concern.
17. On February 20, 2014, BMO and AFI agreed to terms on a balance sheet restructuring; however, this new term sheet had certain conditions precedent that AFI needed to satisfy, including a provision which required AFI to secure performance security guarantees in support of BMO's proposed letter of credit facility. On February 23, 2014, BMO was



advised by AFI that they were not able to fulfill this condition. At this same time, the CCF and senior management of AFI further advised that the Company would consent to a court appointed receiver provided the receiver was appointed immediately on February 24, 2014.

**V. RECEIVER'S ACTIVITIES SINCE THE DATE OF APPOINTMENT**

18. Immediately upon issuance of the Appointment Order, the Receiver attended at the Company's head office in Paris, Ontario to take possession and secure the Company's assets, and books and records located therein. A copy of the Appointment Order is attached hereto as **Appendix "B"**. Following its appointment, the Receiver's initial activities included:
- (a) Arranging for AFI's bank accounts to be frozen and opening new bank accounts under the Receiver's name;
  - (b) Terminating the employment of AFI's employees and contractors and entering into consulting arrangements with certain of these former employees and contractors on a term and task basis to assist the Receiver in its administration, asset recovery and sales process;
  - (c) Determining the amounts owed under the *Wage Earner's Protection Program Act* ("**WEPPA**") and liaising with Service Canada on these amounts;
  - (d) Taking possession of AFI's books and records and making best efforts to update the Company's accounting records in respect of accounts receivable, inventory, accounts payable and fixed assets register;
  - (e) Notifying certain customers of AFI's receivership and advising these parties to secure the assets of AFI that are in their possession, and in certain cases, arranging for the return of these assets to AFI's head office in Paris, Ontario;
  - (f) Establishing new statutory accounts with the Canada Revenue Agency for HST and various other statutory deductions;

- (g) Arranging for the payment of rent for the Company's lease with Silverbridge Business Centre Limited ("**Silverbridge**") for the Premise;
- (h) Arranging for the release of certain finished goods inventory to customers of AFI upon receipt of payment;
- (i) Arranging for the release of certain finished goods inventory of AFI that was located at a third party facility upon receipt of final payment;
- (j) Arranging for the continuation of all utilities to the Premise;
- (k) Arranging for the continuation of all applicable insurances for the Premise and assets of AFI;
- (l) Planning and executing an Expedited Sales Process, including the preparation of various schedules, summaries and financial information and supporting documentation for interested parties;
- (m) Holding numerous discussions with the OPG team of executives assigned to the AFI receivership in order to provide them updates on the Expedited Sales Process, release of finished goods inventory and status of contracts being worked on by the Receiver for the benefit of OPG;
- (n) Entering into an arrangement with KAP to allow them, at their cost, access to the Premise and certain tooling and equipment in order to facilitate the release of finished goods inventory and related intellectual property related to the Lower Mattagami River Project;
- (o) Corresponding with BMO on a regular basis on the status of the receivership and Expedited Sales Process;
- (p) Sending to all creditors on record the *Notice and Statement of Receiver* required under Section 245(1) and 246(1) of the BIA;

(q) Responding to demands for repossession of goods received from suppliers pursuant to Section 81.1 of the BIA; and

(r) Responding to creditor and employee inquiries regarding the status of these proceedings.

19. To inform creditors and all other stakeholders, general information on these proceedings has been posted on the Receiver's website at [www.richter.ca/en/insolvency-cases/a/afi-hydro-inc](http://www.richter.ca/en/insolvency-cases/a/afi-hydro-inc). The Receiver has also identified on its website a point of contact at Richter for any enquiries, including a telephone number and email address.

## VI. OVERVIEW OF LIABILITIES

### BMO Facilities

20. Since May 2010, BMO has provided credit facilities to AFI to finance the Company's operations pursuant to various term sheets and lending agreements as described in the Kiefer Affidavit. The Company's secured debt facilities with BMO consisted of 7 facilities with a total amount outstanding of approximately \$17.2 million, as summarized below:

<b>AFI Hydro Inc.</b>	
<i>Estimated Secured Claims at April 22, 2014</i>	
(\$000)	
Letter of Credit Facility	\$ 4,979
Demand Revolving Operating Facility	4,612
BMOCC Subordinated Debt	4,686
Non-Revolving Term Loan Facility	2,056
Delayed Draw Demand Non-Revolving Term Loan Facility	841
US Operating Advances	12
Mastercard Facility	1
	<u>\$ 17,187</u>

### Vendor Take Back Note

21. The six former founding shareholders of AFI when they sold their business to CCF each received a vendor take back note ("VTB"). As at the Date of Appointment, the total

outstanding balance on the VTBs was approximately \$2.4M. These VTBs paid a total of \$55,000 in interest annually. Management advised that repayments of the VTBs were to begin in 2014; however, due to the discussions between CCF and BMO on a balance sheet restructuring, no such payments were made as the VTBs were to be restructured as part of this negotiated balance sheet restructuring.

**Potential Priority Claims**

22. Based on information provided by the Company after the Date of Appointment, potential priority claims total approximately \$267,000, and are comprised of the following:

<b>AFI Hydro Inc.</b>	
<i>Estimated Potential Priority Claims at April 22, 2014</i>	
(\$000)	
Source deductions	\$ 24
Wages and vacation pay	183
Pension contributions outstanding	60
	<u>\$ 267</u>

23. The Receiver is currently working with Service Canada and the Company's respective unions in order to comply with WEPPA. Furthermore, the Receiver has made BMO aware of these potential priority claims and has advised BMO that the Receiver will need to hold back an appropriate amount prior to any distribution.
24. The above priority claims summary does not include certain monies collected from customers since the Date of Appointment that could potentially be subject to trust claims pursuant to applicable construction lien legislation. To date, the Receiver has not determined the validity or quantum of these potential claims but has advised BMO that the Receiver will need to hold back an appropriate amount prior to any distribution. These monies have been segregated for purposes of accounting and have not been used to fund the operations of the Receivership.
25. The Receiver is aware that a number of creditors have registered liens on AFI's project sites pursuant to the *Construction Lien Act*. The Receiver understands that most if not all

of the liens relate to the Lower Mattagami River Project, a project that the Receiver has not received any monies relating to accounts receivable owing to the Company prior to the Date of Appointment.

#### **Other PPSA Registrants**

26. In addition to BMO, the creditors of AFI that had registered a security interest against the Company include National Leasing Group Inc. and Canadian Portable Structures (1992) Ltd. Both parties have received notice of these proceedings. A summary of the PPSA registrations for AFI is attached hereto as **Appendix "C"**.

#### **Unsecured Trade Creditors**

27. The Receiver understands that the Company had unsecured trade payables and accrued liabilities owing of approximately \$6.3M as at December 31, 2013. The Company had not updated its financial statements since December 2013 and it is expected that these liabilities may be higher as at the Date of Appointment.

<b>AFI Hydro Inc.</b>	
<i>Estimated Unsecured Liabilities as at December 31, 2013</i>	
(\$000)	
Trade payables	\$ 5,501
Accrued liabilities	830
	<u>\$ 6,331</u>

### **VII. EXPEDITED SALES PROCESS**

#### **Reasons for an Expedited Sales Process**

28. The Receiver recognized immediately that AFI's business was extremely unique and subject to rapid deterioration in value and goodwill if a sales process was not commenced immediately. The Receiver, with the powers authorized by the Appointment Order, in particular paragraph 3(k) thereof, immediately began soliciting interest from prospective parties on an expedited basis.
29. The Expedited Sales Process was required due to the following reasons:

- (a) Limited market of buyers for AFI's assets: As discussed above, the Company when previously sold as a going-concern in 2010 had only two offers. AFI is a highly specialized fabricator with economic dependence on one main customer, OPG and one main industry, hydroelectric. AFI's specialization in hydroelectric projects eliminates a number of interested parties due to the required sophistication of the asset base, customer base and infrastructure required to support it.
- (b) Seasonality of business: This business needs to be transferred to a buyer as soon as possible to allow a purchaser to meet certain project deadlines for OPG and others. An Expedited Sales Process also affords a purchaser the ability to participate in the request for proposals ("**RFP's**") on new projects that have been submitted by AFI and evaluated by the clients this spring.
- (c) Continued OPG support: This Company has economic dependence upon OPG and is a critical supplier to OPG on their hydroelectric projects. In order to secure OPG's support throughout this receivership, OPG needed to ensure that a buyer was in place by the end of April 2014 in order to ensure outstanding project milestones are met. This process is very time sensitive as certain projects require OPG to essentially take a hydroelectric facility offline and off the electrical grid. Accordingly, planning for such projects and related permission from the Ontario Power Authority ("**OPA**") is extremely time sensitive and if certain windows for the completion of work are missed, replacement projects can be postponed or delayed significantly which has wider implications for OPG and OPA.
- (d) Retaining talent and necessary employee base: As discussed above, AFI is the largest employer in Paris, Ontario and employs many specialized trades. A sales process and transaction needed to be undertaken immediately in order to preserve as many specialized employees as possible for a potential purchaser. Furthermore, the loss of the largest employer in Paris Ontario has a detrimental impact on the community and local supply chain network and an Expedited Sales Process would lessen the impact on this wider stakeholder group.

- (e) Limited cash flows: The Receiver has entered into certain cost reimbursement agreements with certain customers in order to complete certain work during the receivership period; however to date, the main party financing the receivership has been the secured creditor. The Receiver, with the permission of BMO, has used approximately \$438K from accounts receivable collections to maintain a senior management team of executives and engineers and certain trades along with incurring overheads such as rent and utilities, in order to complete certain projects and, more importantly, prepare for an Expedited Sale Process. These funds were from ordinary course collection of accounts receivable and were funds available to the Receiver after taking into account potential priority claims as discussed above.

### **Expedited Sales Process**

30. As per the reasons above, the Receiver implemented an immediate sales process to solicit interest from potential strategic and financial parties. At the same time the Receiver met with executives from OPG to make them aware of the Expedited Sales Process and to get OPG's support on meeting with potential buyers of AFI's assets. The Receiver notes that the OPG executive team assigned to the AFI receivership have been very supportive of the Company, the Receiver and its employees during this Expedited Sales Process.
31. The initial list of interested parties was put together by the Receiver with input and comments from the management team of AFI. Furthermore, the Receiver retained the services of Mr. David Ballantyne, a former owner of AFI, to act as a senior consultant to the Receiver and management team on soliciting interested parties and supporting the Receiver on discussions with OPG, a relationship Mr. Ballantyne has had for 20+ years.
32. The Receiver, with the support of the management team and Mr. Ballantyne created a short-list of ten (10) potential parties that were either strategic parties that understood the AFI opportunity and/or had existing relationships with OPG that would allow for ease of transition, or were financial players that had experience in distressed deals or had similar investments in similar industries. Of this short-list of ten (10) potential parties, eight (8)

were strategic parties and two (2) were financial parties. These parties were contacted starting February 25, 2014 to immediately solicit their interest.

33. Of the ten (10) parties contacted, eight (8) signed non-disclosure agreements ("**NDAs**") and all eight (8) conducted due diligence on AFI's business and assets (the "**Initial Interested Parties**").
34. The Receiver set a date of March 7, 2014 for letters of interest ("**March 7 LOIs**") to be received from the Initial Interested Parties. On March 7, 2014, the Receiver received letters of interest from six (6) of these parties (the "**Round 1 Bidders**"). One party submitted two different forms of LOI for the assets, so in total, the Receiver had seven (7) March 7 LOIs to review. A summary of the March 7 LOIs is included in the Confidential Supplementary Report.
35. All of the LOIs had certain terms and conditions that needed to be met prior to the Receiver completing a proposed asset purchase transaction. Two of the primary terms and conditions were (i) a meeting with OPG and (ii) additional due diligence. The Receiver concluded that three (3) of the Round 1 Bidders would move forward as part of the sales process (the "**Round 2 Bidders**") and the Receiver subsequently organized meetings with OPG and supported the Round 2 Bidders with additional due diligence as required during the week ending March 14, 2014.
36. Upon conclusion of these meetings and additional due diligence, each of the Round 2 Bidders advised the Receiver that they would be submitting a revised bid and each reduced their offers significantly, and requested additional due diligence time to continue their review. No party was willing to make a firm commitment on a purchase price and closing date.
37. On March 15, 2014, the Receiver emailed the Round 2 Bidders to provide additional clarity on certain issues they had questions on and furthermore, the Receiver advised the Round 2 Bidders that due to the fact that they had all rescinded their initial LOIs, the Receiver would need to look at its options to advance a deal potentially with another party.



38. During the week of March 17, 2014 the Receiver continued to support the Round 2 Bidders with their additional due diligence demands; however, the Receiver reached out to an additional four (4) parties that did not have time to submit an LOI by March 7, 2014 but remained interested in the AFI opportunity (the “**Additional Interested Parties**”). Furthermore, the Receiver also reached out to one (1) of the Initial Interested Parties (the “**Renewed Initial Interested Party**”) that was not part of the Round 2 Bidders to advise them of the continued process and the opportunity to resubmit a bid if they so desired. The Receiver did not reach out to any of the other Round 1 Bidders as their March 7 LOIs were too low to be considered.
39. On March 18, 2014, the Receiver advised the Round 2 Bidders, the Additional Interested Parties, and the Renewed Initial Interested Party that final offers and/or LOIs must be submitted by March 21, 2014 (the “**March 21 LOIs**”). The Receiver received five (5) March 21 LOIs (the “**Round 3 Bidders**”), four (4) from strategic parties and one (1) from a financial buyer. A summary of the March 21 LOIs is included in the Confidential Supplementary Report.
40. The LOIs from the Round 3 Bidders contained a number of terms and conditions, and over the course of a week the Receiver continued discussions and negotiations with each of these parties on their submitted offers. Upon its final review, the Receiver concluded that the offer from Andritz Hydro Canada Inc. (“**Andritz**”), an affiliate of the Purchaser, was the offer the Receiver would pursue an exclusive closing on.
41. Over the past four weeks, the Receiver has been working exclusively with Andritz to address a number of conditions contained in their offer. These conditions included discussions and negotiations with third parties, primarily OPG and the landlord for the Premise. As at the date of this First Report, the Receiver understands that all of the terms and conditions in the offer from the Purchaser have been met and satisfied, subject to the Court approving the Transaction.

#### **Proposed Asset Purchase Agreement**

42. The Purchaser has offered to purchase the assets of AFI, including its fixed assets, inventory, furniture and fixtures, leasehold improvements and certain other assets as

defined in the APA (the "**Purchased Assets**") for a fixed cash purchase price (the "**Asset Transaction Purchase Price**"). The Asset Transaction Purchase Price is detailed in the Confidential Supplementary Report and is materially less than the total secured debt currently owing to BMO.

43. On April 14, 2014, the Purchaser delivered to the Receiver a deposit equal to 10% of the Asset Transaction Purchase Price to be held in trust by the Receiver pending closing of the Transaction. The balance of the Asset Transaction Purchase Price will be paid on closing, which is anticipated to occur on April 30, 2014 ("**Closing**").
44. The Purchaser is also assuming certain liabilities ("**Assumed Liabilities**"). The Assumed Liabilities are as follows:
  - (a) On or before **Closing**, continuing employment will be offered to approximately 50 of AFI's former employees on substantially the same terms and conditions as they were previously employed. The Purchaser has also agreed to establish replacement employee plans ("**Replacement Plans**") for those employees who accept employment offers made by the Purchaser ("**Transferred Employees**"). For these Transferred Employees, the Purchaser will recognize the employees years of service with AFI for the purpose of determining the eligibility under the Replacement Plans; and
  - (b) Obligations and liabilities of AFI under certain contracts, leases, agreements, licences, and certifications, all as outlined within the APA.
45. On **Closing**, the Purchased Assets are to be conveyed to the Purchaser by vesting Order, on an "as is, where is" basis, and subject to the usual terms and conditions contained in such transactions, and subject to this Court's approval.
46. Attached as **Appendix "D"** is a redacted copy of the APA entered into between the Receiver and the Purchaser, subject to the Court's approval. An unredacted copy of the APA will be appended to the Confidential Supplementary Report.

**Lease with Silverbridge Business Centre Limited**

47. As noted above, one of the conditions of the Purchaser's offer related to the lease at 6 Adams Street. We understand that the Purchaser has come to terms with Silverbridge on a new lease. As a result, the APA requires the Receiver to terminate AFI's lease with Silverbridge. Subject to the Court's approval, the Receiver will terminate the lease effective the Closing date.

**VIII. LIQUIDATION ANALYSIS**

48. The Receiver conducted a liquidation analysis of the Company's assets as at the Date of Appointment ("**Liquidation Analysis**") taking into consideration such things as the:

- (a) quality of the accounts receivable and inventory;
- (b) value of the fixed assets;
- (c) potential priority claims and other amounts that may need to be paid by the Receiver; and
- (d) costs of operating and realizing on AFI's assets, including professional fees.

49. A copy of the Liquidation Analysis will be filed with the Court on a sealed and confidential basis as an appendix to the Confidential Supplementary Report.

**IX. CONCLUSION AND RECOMMENDATION**

50. The Receiver recommends that this Court issue an order approving the Transaction for the following reasons:

- (a) The sales process undertaken by the Receiver was commercially reasonable and involved the participation of multiple interested parties and multiple offers;
- (b) The Company has limited liquidity and is operating on a very limited basis since the Date of Appointment and there is no additional funding available to support continued operations and a prolonged sales process;

- (c) AFI is the largest employer in Paris, Ontario, and the Purchaser is committed to continuing this production onsite at the Premise which allows for the continued employment of former AFI employees, the continued use of the existing Premise and supports the going-concern operations of AFI to continue which will further support local suppliers and their communities;
- (d) The Transaction ensures there is certain continuity and project expertise in place for OPG on completing existing projects;
- (e) The Transaction offers a return to BMO that is higher than will be achieved in a non-orderly liquidation of assets; and
- (f) Absent an immediate sale of the AFI assets, the Company's operations would be discontinued.

51. Upon issuance of the Order approving the APA, the Receiver shall forthwith enter into such agreements and carry out the Transaction contemplated therein.

52. The Receiver respectfully requests that this Court grant an order which provides for the following:

- (a) Approval of the Receiver's activities to date;
- (b) Approval of the First Report of the Receiver;
- (c) Approval of the Transaction and APA with the Purchaser; and
- (d) Authorization for the Receiver to terminate the lease for the Premise.

Dated the 25<sup>th</sup> day of April, 2014

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to be 'P. van Eyk', written in a cursive style.

---

**Paul van Eyk, CIRP, IFA, CPA**  
Senior Vice-President

Richter Advisory Group Inc.  
the Receiver of AFI Hydro Inc.  
and not in its personal capacity

## **APPENDIX A**

11

Court File No. \_\_\_\_\_

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**BETWEEN:**

**BANK OF MONTREAL**

Applicant

- and -

**AFI HYDRO INC.**

Respondent

**APPLICATION UNDER SECTION 243(1) OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**AFFIDAVIT OF ROBERT KIEFER  
(SWORN FEBRUARY 24, 2014)**

I, Robert Kiefer, of the City of Stouffville, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Senior Account Manager, Special Accounts Management Unit ("SAMU") of Bank of Montreal ("BMO"). The respondent, AFI Hydro Inc. ("AFI Hydro"), is indebted to BMO pursuant to the terms of certain credit facilities, described below. On December 20, 2013, as a result of, among other things, the declining financial performance of AFI Hydro, its account with BMO was transferred to SAMU and I was appointed to oversee and take carriage of its relationship with SAMU. I have knowledge of the matters to which I hereinafter depose, which knowledge is either personal to me, obtained from a review of the documents to which I refer, or, where indicated, I am advised by others in which case I verily believe such information to be true.

**Part 1 - Overview and Purpose of Affidavit**

2. AFI Hydro is currently insolvent. As of the date of this affidavit, there are continuing events of default under the term sheet entered into by BMO with AFI Hydro.

3. This affidavit is sworn in support of an application by BMO for the appointment of Richter Advisory Group Inc. ("Richter") under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43 as receiver and manager (in this capacity, if so appointed, the "Receiver") over AFI Hydro, together with such other relief as the Court deems appropriate in these proceedings.

4. The security documentation delivered by AFI Hydro and held by BMO authorize BMO to seek the appointment of a receiver. The appointment of a receiver and an accompanying stay of proceedings is necessary to protect BMO's interest in AFI Hydro's business and, more generally, to facilitate the conservation of assets and protection of interest of creditors including BMO.

5. In support of this application, my affidavit provides an overview of the following:

- (a) business operations of AFI Hydro;
- (b) AFI Hydro's liabilities;
- (c) BMO's debt and security;
- (d) defaults under BMO's term sheet with AFI Hydro;
- (e) BMO's efforts to support an informal restructuring of AFI Hydro; and
- (f) the breakdown of efforts to support an informal restructuring of AFI Hydro and the subsequent issuance of demands for repayment and notices of intention to enforce security.



**Part 2 – Overview of AFI Hydro’s Corporate Structure and Business Operations**

6. AFI Hydro is a supplier of engineered water control gates and related capital equipment used in the hydroelectric power generation industry.

7. AFI Hydro is an Ontario corporation that was formed on May 4, 2010 by amalgamation of 2240922 Ontario Inc., Allied Fabricators Inc. (Ontario corporation number 988174) and 1101751 Ontario Inc. into Allied Fabricators Inc. (Ontario corporation number 1817870), which subsequently changed its name to AFI Hydro on October 4, 2010.

8. Attached as **Exhibit “A”** are copies of the corporate profile report for AFI Hydro and each of its predecessors.

***Current Operations of AFI Hydro***

9. As indicated above, AFI Hydro is a supplier of engineered water control gates and related capital equipment used in the hydroelectric power generation industry. It operates as a specialized engineering, procurement and construction contractor, focusing on the design, supply and installation of replacement water control gates and related equipment for major power utilities and contractors.

10. AFI Hydro has performed almost all of the gate replacement work of Ontario Power Generation (“OPG”).

11. In addition to water control gates, AFI Hydro is a custom fabricator of industrial equipment, which accounts for approximately 5-10% of revenue. As with its water control gate segment, AFI Hydro obtains all of its custom fabrication work through word-of-mouth referrals.

12. When AFI Hydro is contracted on a project, it is first required to design the equipment and develop detailed drawings for approval by its customer. It then fabricates the equipment and oversees its installation onsite.

13. AFI Hydro is equipped to handle all aspects of fabricating large articulated gates. It leases and operates from a 82,000 square foot fabrication facility located in Paris, Ontario. The facility's capabilities include overhead cranes with 50 ton capacity and 29 foot clearance under crane hooks, 3,060 square foot blast cleaning and painting room (which is expandable for customers' needs), 5 acres of yard storage, 9 shipping doors that are 20 feet high and up to 26 feet wide, shearing capacity, and 2 boring mills.

14. AFI Hydro has a total of approximately 126 employees. Of these employees approximately 88 are active and approximately 38 have been laid off. Of the 88 active employees, 22 are members of the Iron Workers District Council of Ontario. The balance of the employees are not unionized.

15. AFI Hydro's business is seasonal. Gates must be installed when the temperature is above zero degrees, typically in mid-summer to fall, and is related to the timing of OPG's annual procurement cycle. Previously, AFI Hydro had large portions of the year (mid-fall to spring) where it had no gate work to be fabricated. During this period, it would often take on lower-margin custom fabrication work to keep its shop employees busy. Though approximately 75% of its annual revenue is booked in the last 4 months of the year, multi-year contracts mean AFI Hydro has the ability to schedule gate fabrication work throughout the year.

16. Currently, AFI Hydro has 10 active contracts.

**(A) Part 3 – Overview of AFI Hydro's Liabilities**

**Overview of Liabilities**

17. I have reviewed a copy of a certified search conducted as of February 18, 2014 under the Personal Property Security Act ("PPSA") Registry in Ontario against AFI Hydro and each of its predecessor companies. Attached as Exhibit "B" is a summary of the Ontario PPSA search results, together with the respective certified/official searches on which the summary is based.

BMO as Senior Secured Creditor

18. BMO is the senior secured creditor of AFI Hydro. BMO holds the first in time registered security interest against all of the equipment, inventory, accounts and other personal property (motor vehicles included) of AFI Hydro in Ontario. Details of BMO's debt and security are outlined below in part 4 of my Affidavit.

Other PPSA Registrants

19. Other than BMO, the creditors of AFI Hydro that have subsequently filed financing statements against AFI Hydro (or its predecessor companies) in Ontario are as follows:

- (a) BMO Capital Corporation ("BMOCC") has registered a security interest against all of AFI Hydro's equipment, inventory, accounts and other personal property (motor vehicles included);
- (b) National Leasing Group Inc. has registered a security interest against AFI Hydro's equipment described as a certain forklift with serial number E1X35800009/2006/LINDE H160 Lift Truck and as further described in lease number 2583916;

- (c) Canadian Portable Structures (1992) Ltd has registered a security interest against AFI Hydro's equipment described as 3 steel frame portable structures valued at \$44,700 each to secure the amount of \$130,000; and
- (d) Canadian Portable Structures (1992) Ltd has registered a security interest against AFI Hydro's equipment described as a lien on two-portable intake gate well covers to secure the amount of \$90,000.

#### Taxes

20. Based on information provided to BMO by AFI Hydro, as at December 31, 2013, AFI Hydro owes the following:

- (a) HST in the amount of \$87,953.52;
- (b) corporate tax in the amount of \$131,362.00; and
- (c) WSIB payments in the amount of \$27,616.53.

#### Unsecured Creditors

21. AFI Hydro use the services of certain unsecured suppliers that provide service in connection with the fabrication and installation of water control gates.

22. Based on accounts payable listings as of February 1, 2014, AFI Hydro owed approximately \$4,255,125 in aggregate trade payables.

#### Litigation Claimants

23. Execution searches conducted against AFI Hydro in Ontario did not reveal any writs of execution filed against AFI Hydro.

## Part 4 – The BMO Debt and Security

### *The Term Sheet*

24. AFI Hydro's primary credit facilities are extended pursuant to a term sheet dated April 29, 2010, as amended and amplified by an amplification agreement (the "**Amplification Agreement**") dated April 30, 2010, as amended and restated by various term sheets dated October 12, 2010, July 11, 2011, January 27, 2012, April 12, 2012, May 17, 2012, September 19, 2012, November 26, 2012, and May 21, 2013 (collectively, the "**Term Sheet**") among:

- (a) BMO, as Lender;
- (b) AFI Hydro, as Borrower; and
- (c) CCC/Acquisition LLC, 2242302 Ontario Inc., 2242303 Ontario Inc., 2242304 Ontario Inc., and 2242305 Ontario Inc., each as guarantors (collectively, the "**Guarantors**").

The Term Sheet is attached hereto as **Exhibit "C"**.

25. Based on my review of the terms of the Term Sheet, AFI Hydro is the primary and sole Borrower. All present and future indebtedness, liabilities, obligations, direct or indirect, absolute or contingent at any time from time to time owing or otherwise payable by AFI Hydro as Borrower to BMO (collectively, the "**Obligations**") are guaranteed by the **Guarantors**.

26. Under the Term Sheet, five primary credit facilities are made available to AFI Hydro as Borrower:

- (a) demand revolving operating facility of a maximum amount of \$5,000,000 (the "**Demand Operating Facility**") for AFI Hydro's general operating and working

capital purposes. Advances under the Demand Operating Facility are payable on demand. As at February 19, 2014, \$4,611,884.73 had been drawn by AFI Hydro;

- (b) Letter of Credit facility of a maximum amount of \$8,000,000 (the "**LC Facility**") for the financing of projects with Ontario Power Generation ("**OPG**") and Letters of credit issued under the LC Facility are for a maximum term of one year, renewable annually upon 60 days notice from expiration. As at February 19, 2014, \$5,243,374.12 had been drawn by AFI Hydro. Letters of credit issued under the LC Facility are insured by Export Development Canada ("**EDC**");
- (c) committed non-revolving term loan facility of a maximum amount of \$2,500,000 (the "**Committed Non-Revolving Facility**"), which was used to finance the acquisition of Allied Fabricators Inc. The Committed **Non-Revolving Facility** is for a term of 5 years. As at February 19, 2014, \$2,055,822.14 had been drawn by AFI Hydro;
- (d) corporate MasterCard facility of a maximum amount of \$100,000 (the "**MasterCard Facility**") for managing corporate expenses. Advances under the MasterCard Facility are payable as per the MasterCard agreement. As at February 19, 2014, \$1,182.68 had been drawn by AFI Hydro; and
- (e) delayed draw demand non-revolving term loan facility of a maximum amount of \$1,050,000 (the "**Delayed Draw Demand Facility**") for assisting with equipment financing to the extent that financing is not received from the Ontario Prosperity Initiative. Advances under the Delayed Draw Demand Facility are repayable on demand. As at February 19, 2014, \$841,362.87 had been drawn by AFI Hydro.

(collectively, the "**Credit Facilities**").

27. In addition to the facilities noted above, BMO extended additional financing to AFI Hydro in assist with a sale transaction. As at February 18, 2014, the amount outstanding pursuant to this additional facility is \$4,685,699.46.

28. In addition, as at February 19, 2014, AFI Hydro is indebted to BMO in the amount of USD\$11,046.08 pursuant to certain advances made under a U.S. operating loan bearing account number 2-4602-881.

29. As at February 18, 2014, the total indebtedness outstanding owing to BMO is approximately CAN\$17,439,326.00 and USD\$11,046.08. Interest continues to accrue on the outstanding indebtedness at the per diem rate.

30. As indicated above, advances under the Demand Operating Facility and the Delayed Draw Demand Facility are payable on demand.

31. In addition, the Term Sheet provides for various events of default including, without limitation, the following:

- (a) failure to pay when due amounts under the Credit Agreement (note that a separate Credit Agreement was never executed and the Term Sheet continued to remain in effect);
- (b) failure to meet covenants; and
- (c) material adverse change.

**Guarantees and Security**

32. In support of the Obligations owing under the Term Sheet, AFI Hydro has delivered to BMO a package of security documents, including, without limitation, the following security and related agreements (each of which are governed by the laws of Ontario):

- (a) a General Security Agreement dated May 4, 2010 granted by AFI Hydro in favour of BMO (the "GSA"); and
- (b) an Amalgamation Acknowledgement and Confirmation Agreement dated May 4, 2010 granted by AFI Hydro in favour of BMO (the "**Amalgamation Confirmation Agreement**").

The GSA and the Amalgamation Confirmation Agreement are attached hereto as **Exhibits "D"** and "**E**", respectively.

33. In support of AFI Hydro's Obligations owing under the Term Sheet, the Guarantors have delivered to BMO the following security package:

CCC/Acquisition LLC

- (a) a Limited Recourse Guarantee and Indemnity Agreement dated May 4, 2010 granted by CCC/Acquisition LLC in favour of BMO;
- (b) a Share Pledge Agreement dated May 4, 2010 granted by CCC/Acquisition LLC in favour of BMO for 4,300,000 common shares in AFI Hydro together with a Stock Transfer Power;
- (c) an Acknowledgement of Guarantor dated July 11, 2011;

2242302 Ontario Inc.



(d) a Share Pledge Agreement dated May 4, 2010 granted by 2242302 Ontario Inc. in favour of BMO for 91,979 common shares in AFI Hydro together with a Stock Transfer Power;

(e) Acknowledgement of Guarantor dated July 11, 2011;

2242303 Ontario Inc.

(f) a Share Pledge Agreement dated May 4, 2010 granted by 2242303 Ontario Inc. in favour of BMO for 45,989 common shares in AFI Hydro together with a Stock Transfer Power;

(g) Acknowledgement of Guarantor dated July 11, 2011;

2242304 Ontario Inc.

(h) a Share Pledge Agreement dated May 4, 2010 granted by 2242304 Ontario Inc. in favour of BMO for 114,973 common shares in AFI Hydro together with a Stock Transfer Power;

(i) Acknowledgement of Guarantor dated July 11, 2011;

2242305 Ontario Inc.

(j) a Share Pledge Agreement dated May 4, 2010 granted by 2242305 Ontario Inc. in favour of BMO for 45,989 common shares in AFI Hydro together with a Stock Transfer Power; and

(k) Acknowledgement of Guarantor dated July 11, 2011.

34. While 2242302 Ontario Inc., 2242303 Ontario Inc., 2242304 Ontario Inc. and 2242305 Ontario Inc. have not executed separate guarantee agreements, pursuant to section 2 of the Share Pledge Agreements executed by each of them, each of them have unconditionally guaranteed payment and performance to BMO, forthwith on demand by BMO, of all present and future indebtedness, liabilities and obligations, direct or indirect, absolute or contingent, now or at any time and from time to time hereafter due or owing to BMO by AFI Hydro pursuant to the Term Sheet.

***Right to Appoint Receiver under the GSA***

35. The GSA grants to BMO a security interest in the present and future property of AFI Hydro, including, without limitation, all of its Collateral (as defined therein).

36. Section 21 of the GSA provides that the Security Interest (as defined therein) shall become enforceable in the event of certain defaults listed therein including, without limitation:

- (a) if AFI Hydro defaults in the payment of any of the Obligations when due;
- (b) if AFI Hydro defaults in the observance or performance of any written agreement or undertaking given to BMO; or
- (c) if AFI Hydro becomes insolvent.

37. Section 22 of the GSA provides that, upon the Security Interest becoming enforceable, BMO may declare the Obligations to be immediately due and payable and may proceed to enforce its rights including, without limitation, by the appointment by instrument in writing of a receiver or by proceedings in any court of competent jurisdiction for the appointment of a receiver.

## Part 5 – Defaults under the Term Sheet

### ***Specific Term Sheet Defaults***

38. The key defaults under the Term Sheet include, but are not limited to:
- (a) breach of the maximum senior funded debt to EBITDA ratio;
  - (b) breach of the funded debt to EBITDA ratio;
  - (c) breach of the minimum debt service coverage ratio; and
  - (d) breach of the limit on capital expenditures for the year 2013,
- (collectively, the “**Term Sheet Defaults**”).

## Part 6 – BMO’s Efforts to Support an Informal Restructuring of AFI Hydro

39. On January 31, 2014, AFI Hydro requested a meeting with BMO. The purpose of the meeting was to notify BMO that AFI Hydro was in need of a liquidity solution.

40. Over the course of the past four weeks BMO and AFI Hydro have worked tirelessly to develop a solution that would allow AFI Hydro to restructure its balance sheet and enable it to enhance its ability to operate as a profitable going concern.

41. On Thursday February 20, 2014, BMO and AFI Hydro agreed to terms of a term sheet to complete a balance sheet restructuring. The term sheet had certain conditions precedent that AFI Hydro was to satisfy, including a provision requiring that AFI Hydro secured performance security guarantees in support of the Bank’s LC Facility (the “**LC Condition Precedent**”). On Sunday February 23, 2014, I received an email from AFI Hydro advising that they would not be able to fulfill the **LC Condition Precedent**. In that same email AFI Hydro further advised that the company

would consent to a court appointed receiver so long as the receiver was appointed by no later than Monday, February 24, 2014.

***Demand Letters and NITES***

42. As a result of the breakdown in discussions regarding an informal restructuring of AFI Hydro and the Term Sheet Defaults which continue to remain outstanding and have not been waived by BMO, by letter dated February 20, 2014, BMO demanded payment from AFI Hydro of all of its obligations to BMO including under the Term Sheet (the "AFI Demand") and issued a Notice of Intention to Enforce Security (the "AFI NITE") pursuant to section 244 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA") notifying AFI Hydro that BMO intended to realize upon the security that it granted to BMO upon the expiry of the 10-day period specified therein. Attached hereto as **Exhibit "F"** are copies of the AFI Demand and AFI NITE.

43. AFI Hydro has executed a consent to early enforcement pursuant to s.244(2) of the Bankruptcy and Insolvency Act (Canada). Attached at **Exhibit "G"** is a copy of this consent.

44. Earlier today I received notice from AFI Hydro's counsel that all of AFI Hydro's directors have resigned. I also received copies of the director resignations. The resignations are effective immediately, which results in AFI Hydro currently operating without stewardship and oversight.

45. BMO is concerned that unless the Receiver is immediately appointed there will be irreparable harm to the Receiver's efforts to stabilize AFI Hydro's business operations.

***Proposed Receiver Consents to Act***

46. Since approximately the middle of February 2014, Richter was engaged by BMO as its financial advisor to assist it in understanding the financial position and projections of AFI Hydro.

Since then, Richter has been diligently working to familiarize itself with the business operations of AFI Hydro.

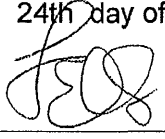
47. BMO proposes that Richter be appointed as receiver given its current advisory role and detailed understanding of AFI Hydro's business and operations.

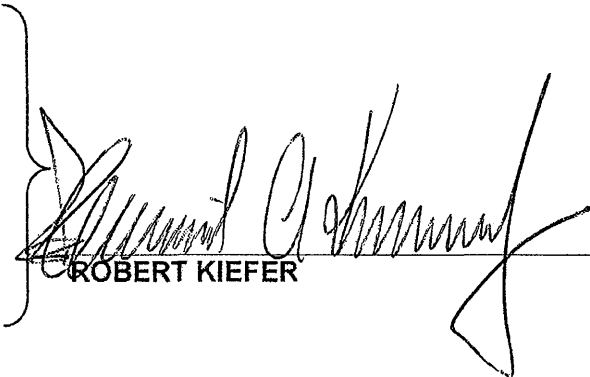
48. Richter has agreed to act as interim receiver if so appointed by the Court. Richter's consent to act is attached as **Tab 2** of the Applicant's Motion Record.

\* \* \* \*

49. I swear this affidavit in support of the Applicant's within motion record, and for no other or improper purpose.

SWORN BEFORE  
me at the City of Toronto  
in the Province of Ontario  
this 24th day of February, 2014

  
Lory C. Ellis  
A commissioner for taking affidavits, etc.

  
ROBERT KIEFER

## **APPENDIX B**

Court File No. CW-14-10456-001

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. )

MONDAY, THE 24<sup>TH</sup>

JUSTICE WILTON-SIEGEL )

DAY OF FEBRUARY, 2014

**BANK OF MONTREAL**

Applicant

- and -

**AFI HYDRO INC.**

Respondent

**APPLICATION UNDER SECTION 243(1) OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**ORDER**

THIS APPLICATION made by the Applicant, Bank of Montreal ("BMO"), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Richter Advisory Group Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of AFI Hydro Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Robert Kiefer sworn February 24, 2014 and the Exhibits thereto and on hearing the submissions of counsel for BMO, counsel for the Debtor, no one appearing for any other party although duly served as appears from the affidavit of service sworn February 24, 2014 and on reading the consent of Richter Advisory Group Inc. to act as the Receiver,

## **SERVICE**

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

## **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Richter Advisory Group Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

## **RECEIVER'S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever



basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof, negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate, and negotiating and entering into non-disclosure agreements with potential purchasers of the Property or any part or parts thereof;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or

destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

**NO PROCEEDINGS AGAINST THE RECEIVER**

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

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

**NO INTERFERENCE WITH THE RECEIVER**

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

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

#### **CONTINUATION OF SERVICES**

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

#### **RECEIVER TO HOLD FUNDS**

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

#### **EMPLOYEES**

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in

respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### PIPEDA

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

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

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

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

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

#### **RECEIVER'S ACCOUNTS**

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

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

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

#### **FUNDING OF THE RECEIVERSHIP**

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of

time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

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

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

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

#### GENERAL

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

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

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



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

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

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

*G. 1 Jan - M.J.*

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ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

FEB 24 2014

*NB*

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Richter Advisory Group Inc., the receiver (the "Receiver") of all of the assets, undertakings and properties of AFI Hydro Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the \_\_\_ day of \_\_\_\_\_, 2014 (the "Order") made in an application having Court file number \_\_\_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

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

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

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

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

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

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Richter Advisory Group Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

BANK OF MONTREAL

and AFI HYDRO INC.

APPLICANT

RESPONDENT

Court File No. \_\_\_\_\_

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**PROCEEDING COMMENCED AT  
TORONTO**

**RECEIVERSHIP ORDER**

**CASSELS BROCK & BLACKWELL LLP**  
2100 Scotia Plaza  
40 King Street West  
Toronto, ON M5H 3C2

**Marc Mercier LSUC# 35009R**  
Tel: 416.869.5770  
Fax: 416.644.9368  
mmercier@casselsbrock.com

**Larry C. Ellis LSUC# 49313K**  
Tel: 416.869.5406  
Fax: 416.350.6923  
lellis@casselsbrock.com

**Lawyers for the Applicant, Bank of Montreal**

## **APPENDIX C**

RUN NUMBER : 112  
RUN DATE : 2014/04/22  
ID : 20140422115805.58

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

REPORT : PSSR060  
PAGE : 1  
( 19424)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE  
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

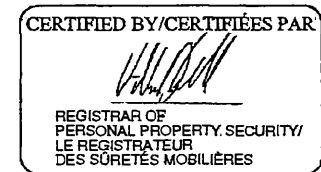
SEARCH CONDUCTED ON : AFI HYDRO INC.

FILE CURRENCY : 21APR 2014

ENQUIRY NUMBER 20140422115805.58 CONTAINS 16 PAGE(S), 6 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME  
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER  
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ESC REF: 2115614  
ESC CORPORATE SERVICES LTD.  
445 KING STREET WEST, SUITE 400  
TORONTO ON M5V 1K4



CONTINUED...

2



RUN NUMBER : 112  
RUN DATE : 2014/04/22  
ID : 20140422115805.58

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

REPORT : PSSR060  
PAGE : 2  
( 19425)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : AFI HYDRO INC.  
FILE CURRENCY : 21APR 2014

FORM ID : FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 687821544

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20130617 1101 1793 2783	P PPSA	1

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		AFI HYDRO INC			
		ADDRESS: 6 ADAMS ST		PARIS	ON N3L3X4

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		ADDRESS:			

SECURED PARTY / LIEN CREATOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		CANADIAN PORTABLE STRUCTURES (1992) LTD			
		ADDRESS: 4400 CORPORATE DR		BURLINGTON	ON L7L5R3

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO. FIXED	MATURITY DATE
						X	90000			X	

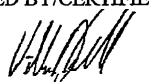
MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION: LIEN ON TWO-PORTABLE INTAKE GATE WELL COVERS. CANADIAN PORTABLE STRUCTURES (1992) LTD WILL REMOVE THE LIEN/PPSA ONCE THE DEBTOR (AFI) HAS PAID THE PRINCIPAL AMOUNT IN FULL.

REGISTERING AGENCY	ADDRESS	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
			CANADIAN PORTABLE STRUCTURES (1992) LTD			
	ADDRESS: 4400 CORPORATE DR		BURLINGTON		ON	L7L5R3

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR  
  
REGISTRAR OF PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES  
(crj/fs 09/2013)



RUN NUMBER : 112  
RUN DATE : 2014/04/22  
ID : 20140422115805.58

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

REPORT : PSSR060  
PAGE : 3  
( 19426)

TYPE OF SEARCH BUSINESS DEBTOR  
SEARCH CONDUCTED ON AFI HYDRO INC.  
FILE CURRENCY 21APR 2014

FORM 1G FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
679888044

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20120712 1126 6005 2493	P PPSA	07

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

AFI HYDRO INC.

ONTARIO CORPORATION NO.

ADDRESS

6 ADAMS STREET

PARIS

ON N3L 3X4

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT NATIONAL LEASING GROUP INC.

ADDRESS

1525 BUFFALO PLACE (2583916)

WINNIPEG

MB R3T 1L9

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

MOTOR YEAR MAKE MODEL VIN  
VEHICLE 2006 LINDE H160 LIFT TRUCK E1K35800009

GENERAL ALL FORLIFT OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2583916  
COLLATERAL BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS  
DESCRIPTION AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES

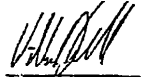
REGISTERING AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION CONTACT THE SECURED PARTY \*\*\*

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR  
  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SÛRETÉS MOBILIÈRES  
(01/15 09/2013)





RUN NUMBER : 112  
RUN DATE : 2014/04/22  
ID : 20140422115805.58

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

REPORT : PSSR060  
PAGE : 4  
( 19427)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : AFI HYDRO INC.  
FILE CURRENCY : 21APR 2014

FORM 16 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
679888044

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20120712 1126 6005 2493		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

03

ADDRESS

04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT

ADDRESS

08

09

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V-I-N
---------------	-----------	-------	-------

11

GENERAL AND SUBSTITUTIONS.

12

COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT

16

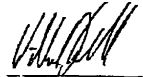
17

ADDRESS

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

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR  
  
REGISTRAR OF PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(c/11s 09/2013)



RUN NUMBER : 112  
RUN DATE : 2014/04/22  
ID : 20140422115805.58

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

REPORT : PSSR060  
PAGE : 5  
( 19428)

TYPE OF SEARCH BUSINESS DEBTOR  
SEARCH CONDUCTED ON AFI HYDRO INC.  
FEE CURRENCY 21APR 2014

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
660837492

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20100426 1314 1590 1910	P PPSA	10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME 2240922 ONTARIO INC.  
04 ADDRESS SUITE 800, 80 KING STREET ST. CATHERINE'S ONTARIO CORPORATION NO. ON L2R 6Z1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.  
07 ADDRESS

08 SECURED PARTY / BMO CAPITAL CORPORATION  
09 LIEN CLAIMANT ADDRESS 1 FIRST CANADIAN PLACE, 11TH FLOOR TORONTO ON M5X 1A1

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

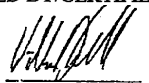
11 MOTOR YEAR MAKE MODEL VIN  
12 VEHICLE

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING FRASER MILNER CASGRAIN LLP (D. R. WIEBE)  
17 AGENT ADDRESS 1 FIRST CANADIAN PLACE, BOX 100 TORONTO ON M5X 1B2

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

CONTINUED... 6

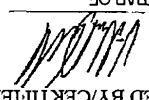
CERTIFIED BY/CERTIFIÉES PAR  
  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTREUR  
DES SURETES MOBILIERES

CERTIFIED BY/CERTIFIES PAR



BUSINESS DEBTOR

SEARCH CONDUCTED ON  
AFI HYDRO INC.  
21 APR 2014

MADE CURRENCY

FORM 7C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

REGISTRATION PAGE FORM MOTOR VEHICLE REGISTRATION NUMBER UNDER

THING NO. OF PAGES SCHEMATIC NUMBER

RECORD FIRM NUMBER 660837492

RENEWED PAGE AMENDED NO. SPECIALTY PAGE AMENDED CHANGE REQUIRED YEARS RENEWAL CORRECT PERIOD

REFERENCE BUSINESS NAME 2240922 ONTARIO INC.

REFERENCE TRANSFEROR

OTHER CHANGE REASON/ TO CHANGE THE NAME AND ADDRESS OF THE DEBTOR DUE TO AN AMALGAMATION.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR/ TRANSFEREE BUSINESS NAME ALLIED FABRICATORS INC.

ASSIGNOR SECURED PARTY/ FIRM CLAIMANT/ ASSIGNEE ADDRESS 6 ADAMS STREET PARIS ONTARIO CORPORATION NO. NSL 3X4

ADDRESS

COLLATERAL CLASSIFICATION

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OF MATURITY DATE NO FIXED

MOTOR VEHICLE DATE OF

YEAR MAKE MODEL V.I.N.

MOTOR

GENERAL

COLLATERAL

DESCRIPTION

PROTECTING AGENT OR

SECURED PARTY ADDRESS

FRASER MILNER CASGRAIN LLP (K.WILLIAMS) 1 FIRST CANADIAN PLACE, BOX 100 TORONTO ON M5X 1B2

CONTINUED... 7

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

RUN NUMBER : 112  
RUN DATE : 2014/04/22  
ID : 20140422115805.58

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

REPORT : PSSR060  
PAGE : 7  
( 19430)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : AFI HYDRO INC.  
FILE CURRENCY : 21APR 2014

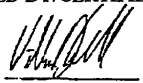
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION BILLING	PAGE NO. OF	TOTAL MOTOR VEHICLES PAGES	REGISTRATION SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20110512 1616 1590 1727	
21	RECORD FILE NUMBER	660837492			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECTOR PERIOD
		X	A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ALLIED FABRICATORS INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO RECORD CHANGE OF DEBTOR NAME.			
27					
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	AFI HYDRO INC.		
06					
04/07	ADDRESS	6 ADAMS STREET	PARIS	ONTARIO CORPORATION NO.	ON N3L 3X4
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
	YEAR	MAKE	MODEL	V. I. N.	
11	MOTOR VEHICLE				
12	GENERAL				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	FRASER MILNER CASGRAIN LLP (DRW)			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	77 KING STREET WEST, SUITE 400	TORONTO	ON M5K 0A1

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

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR  
  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(cr21s 09/2013)



RUN NUMBER : 112  
RUN DATE : 2014/04/22  
ID : 20140422115805.58

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

REPORT : PSSR060  
PAGE : 8  
( 19431)

TYPE OF SEARCH BUSINESS DEBTOR  
SEARCH CONDUCTED ON AFI HYDRO INC.  
FILE CURRENCY 21APR 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
660696408

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20100420 1442 1590 1630	P PPSA	10

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME 2240922 ONTARIO INC.

ADDRESS SUITE 800, 80 KING STREET ST. CATHERINE'S ON L2R 6Z1

ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT BANK OF MONTREAL

ADDRESS 1 FIRST CANADIAN PLACE, 11TH FLOOR TORONTO ON M5X 1A1

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

MOTOR VEHICLE YEAR MAKE MODEL VIN

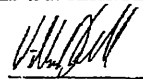
GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT CASSELS BROCK & BLACKWELL LLP (HORST/33336-299/ON)

ADDRESS SUITE 2100, 40 KING STREET WEST TORONTO ON M5H 3C2

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉS PAR  
  
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(c)1fs 09/2013)



RUN NUMBER : 112  
RUN DATE : 2014/04/22  
ID : 20140422115805.58

PROVINCE OF ONTARIO  
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 9  
( 19432)

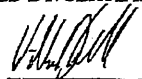
TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : AFI HYDRO INC.  
FILE CURRENCY : 21APR 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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FILE NO.	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER
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23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2240922 ONTARIO INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	TO CHANGE THE NAME AND ADDRESS OF THE DEBTOR TO ALLIED FABRICATORS INC. AS A RESULT OF AN AMALGAMATION			
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	ALLIED FABRICATORS INC.		
06		ADDRESS	6 ADAMS STREET	PARIS	ONTARIO CORPORATION NO. ON N3L 3X4
04/07					
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
		INCLUDED	AMOUNT	MATURITY	OR
				MATURITY	DATE
11	MOTOR	YEAR	MAKE	MODEL	V. I. N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CASSELS BROCK & BLACKWELL LLP (REED/33336-299/ON)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	SUITE 2100, 40 KING STREET WEST	TORONTO	ON M5H 3C2

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

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DES SÛRETÉS MOBILIÈRES  
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RUN NUMBER : 112  
 RUN DATE : 2014/04/22  
 ID : 20140422115805.58

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 ENQUIRY RESPONSE  
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REPORT : PSSR060  
 PAGE : 10  
 ( 19433)

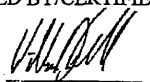
TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : AFI HYDRO INC.  
 FILE CURRENCY : 21APR 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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01	001	1		20110613 1550 1590 3271	
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22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23	REFERENCE	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR / TRANSFEROR	BUSINESS NAME	ALLIED FABRICATORS INC.		
25	OTHER CHANGE REASON / DESCRIPTION	TO AMEND THE DEBTOR NAME			
02/05	DEBTOR / TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME	AFI HYDRO INC.		
04/07	ADDRESS	6 ADAMS STREET	PARIS	ONTARIO CORPORATION NO.	ON N3L 3X4
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V. I. N.
12	COLLATERAL DESCRIPTION				
13	REGISTRAR AGENT OR SECURED PARTY / LIEN CLAIMANT	CASSELS BROCK & BLACKWELL LLP (HORST/33336-299/OD)			
14	ADDRESS	SUITE 2100, 40 KING STREET WEST			TORONTO ON M5H 3C2

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

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RUN NUMBER : 112  
RUN DATE : 2014/04/22  
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CERTIFICATE

REPORT : PSSR060  
PAGE : 11  
( 19434)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : AFI HYDRO INC.  
FILE CURRENCY : 21APR 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
660696435

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20100420 1443 1590 1632	P PPSA	10

02 DEBTOR NAME  
03 BUSINESS NAME  
04 ADDRESS  
05 DATE OF BIRTH  
06 FIRST GIVEN NAME  
07 INITIAL  
08 SURNAME

02 DEBTOR NAME  
03 BUSINESS NAME 1101751 ONTARIO INC.  
04 ADDRESS 6 ADAMS STREET PARIS ON N3L 3X4  
05 DATE OF BIRTH  
06 FIRST GIVEN NAME  
07 INITIAL  
08 SURNAME

05 DEBTOR NAME  
06 BUSINESS NAME  
07 ADDRESS  
08 DATE OF BIRTH  
09 FIRST GIVEN NAME  
10 INITIAL  
11 SURNAME

05 DEBTOR NAME  
06 BUSINESS NAME  
07 ADDRESS  
08 DATE OF BIRTH  
09 FIRST GIVEN NAME  
10 INITIAL  
11 SURNAME

08 SECURED PARTY / LIEN CLAIMANT  
09 ADDRESS BANK OF MONTREAL  
1 FIRST CANADIAN PLACE, 11TH FLOOR TORONTO ON M5X 1A1

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

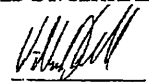
11 MOTOR VEHICLE  
12 YEAR MAKE MODEL VIN

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT  
17 ADDRESS CASSELS BROCK & BLACKWELL LLP (HORST/33336-299/ON)  
SUITE 2100, 40 KING STREET WEST TORONTO ON M5H 3C2

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

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RUN NUMBER : 112  
RUN DATE : 2014/04/22  
ID : 20140422115805.58

PROVINCE OF ONTARIO  
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ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 12  
( 19435)

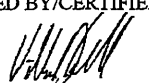
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SEARCH CONDUCTED ON : AFI HYDRO INC.  
FILE CURRENCY : 21APR 2014

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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		X	A AMENDMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	1101751 ONTARIO INC.		
25	OTHER CHANGE REASON/ DESCRIPTION	TO CHANGE THE NAME OF THE DEBTOR TO ALLIED FABRICATORS INC. AS A RESULT OF AN AMALGAMATION			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME	ALLIED FABRICATORS INC.		
04/07	ADDRESS	6 ADAMS STREET	PARIS	ONTARIO CORPORATION NO.	ON N3L 3X4
29	ASSIGNOR	[REDACTED]			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	[REDACTED]			
09	ADDRESS	[REDACTED]			
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL	[REDACTED]			
13	COLLATERAL	[REDACTED]			
14	DESCRIPTION	[REDACTED]			
15	REGISTERING AGENT OR	CASSELS BROCK & BLACKWELL LLP (REED/33336-299/ON)			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	SUITE 2100, 40 KING STREET WEST	TORONTO	ON M5H 3C2

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

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(crj2fs 09/2013)



TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : AFI HYDRO INC.

FILE CURRENTLY : 21APR 2014

FORM TO FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION

FILING NO. OF PAGES SEARCHED NUMBER UNDER

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RECORDED

FILE NUMBER 660696435

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PAGE AMENDED

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CHANGE RECORDED

A AMENDMENT

PERMANENT CORRECT PERIOD

REFERENCE

BUSINESS NAME

ALLIED FABRICATORS INC.

TRANSFER

OTHER CHANGE REASON/ TO AMEND THE DEBTOR NAME

DESCRIPTION

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR/ TRANSFERRED

BUSINESS NAME

AFI HYDRO INC.

ONTARIO CORPORATION NO. ON 334

04/07

ADDRESS

6 ADAMS STREET

PARIS

ASSIGNOR

SECURED PARTY/ LIP CLAMANT/ ASSIGNEE

08

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS INVENTORY ACCOUNTS OTHER INCLUDED AMOUNT MATURITY DATE NO. FIXED

10

YEAR MAKE

MODEL

V. I. N.

11

MOTOR

GENERAL

COLLATERAL

DESCRIPTION

REGISTRATION AGENT OR

CASSELLS BROCK & BLACKWELL LLP (HORST/3336-299/OD) SUITE 2100, 40 KING STREET WEST TORONTO

ON MSH 3C2

17

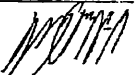
LIP CLAMANT

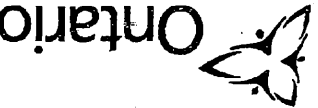
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\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

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14

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RUN NUMBER : 112  
 RUN DATE : 2014/04/22  
 ID : 20140422115805.58

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
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 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 14  
 ( 19437)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : AFI HYDRO INC.  
 FILE CURRENCY : 21APR 2014

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
 660696444

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20100420 1443 1590 1633	P PPSA	10

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02					
03		ALLIED FABRICATORS INC.			
04		6 ADAMS STREET		PARIS	ON N3L 3X4

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05					
06					
07		ADDRESS			

SECURED PARTY / LIEN CLAIMANT	ADDRESS	TORONTO	ON	M5X 1A1
08	BANK OF MONTREAL			
09	1 FIRST CANADIAN PLACE, 11TH FLOOR	TORONTO	ON	M5X 1A1

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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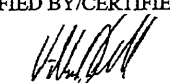
MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			
12			

13 GENERAL  
 14 COLLATERAL  
 15 DESCRIPTION

REGISTERING AGENT	ADDRESS	TORONTO	ON	M5H 3C2
16	CASSELS BROCK & BLACKWELL LLP (HORST/33336-299/ON)			
17	SUITE 2100, 40 KING STREET WEST	TORONTO	ON	M5H 3C2

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

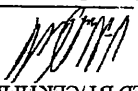
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CERTIFIED BY/CERTIFIÉES PAR  
  
 REGISTRAR OF PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(rj/1s 09/2013)



(0725 09/2013)

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 REGISTAR OF  
 LE REGISTREUR  
 PERSONAL PROPERTY SECURITY/  
 DES SÛRÉTÉS MOBILIÈRES

PAGE OF SEARCH BUSINESS DEBTOR  
 SEARCH CONDUCTED ON AFI HYDRO INC.  
 FILE CURRENCY 21APR 2014

FORM OF FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION NUMBER UNDER  
 FILING NO. OF PAGES SCHEDULE NUMBER

RECORD NUMBER 660696444  
 PAGE AMENDED NO SPECIFIC PAGE AMENDED X AMENDMENT  
 RENEWAL PERIOD YEARS

REFERENCE DEBTOR/BUSINESS NAME ALLIED FABRICATORS INC.  
 FIRST GIVEN NAME SURNAME

OTHER CHANGE REASON/ TO AMEND THE DEBTOR NAME  
 DESCRIPTION

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 DEBOR/ TRANSFER

BUSINESS NAME AFI HYDRO INC.  
 ADDRESS 6 ADAMS STREET PARIS ONTARIO CORPORATION NO. N3L 3X4

ASSIGNOR SECURED PARTY/LEEN CLAIMANT/ASSIGNOR

COLLATERAL CLASSIFICATION ADDRESS  
 CONSUMER MOTOR VEHICLE DATE OF NO FIXPD

GOODS INVENTORY ACCOUNTS OTHER AMOUNT AMOUNT OF VARIATION DATE  
 MOTOR VEHICLE MODEL YEAR MAKE

MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT OR SECURED PARTY/LEEN CLAIMANT  
 ADDRESS CASSLE'S BROCK & BLACKWELL LLP (HORST/33336-299/0D) TORONTO ON M5H 3C2

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

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RUN NUMBER : 112  
RUN DATE : 2014/04/22  
ID : 20140422115805.58

PROVINCE OF ONTARIO  
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

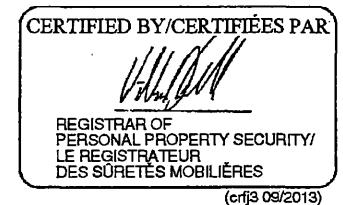
REPORT : PSSR060  
PAGE : 16  
( 19439)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : AFI HYDRO INC.  
FILE CURRENCY : 21APR 2014

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
✓ 687821544	20130617 1101 1793 2783			
✓ 679888044	20120712 1126 6005 2493			
✓ 660837492	20100426 1314 1590 1910	20100506 1501 1590 2566	20110512 1616 1590 1727	
✓ 660696408	20100420 1442 1590 1630	20100505 1453 1590 2497	20110613 1550 1590 3271	
✓ 660696435	20100420 1443 1590 1632	20100505 1454 1590 2498	20110613 1551 1590 3272	
✓ 660696444	20100420 1443 1590 1633	20110613 1550 1590 3270		

13 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



## **APPENDIX D**

/

REDACTED  
COPY

**ASSET PURCHASE AGREEMENT**

**between**

**RICHTER ADVISORY GROUP INC.,  
in its sole capacity as the court-appointed receiver of  
AFI Hydro Inc.**

**- and -**

**ANDRITZ HYDRO AFI, INC.**

**April 25, 2014**

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THIS AGREEMENT made the 25th day of April, 2014,

BETWEEN:

**RICHTER ADVISORY GROUP INC.,**  
in its sole capacity as court-appointed receiver of  
**AFI Hydro Inc.,**

(hereinafter collectively referred to as "Seller"),

- and -

**ANDRITZ HYDRO AFI, INC.,**  
a corporation existing under the laws of  
the Province of New Brunswick,

(hereinafter referred to as "Purchaser").

WHEREAS Seller wishes to sell to Purchaser and Purchaser wishes to purchase from Seller substantially all the assets used by AFI Hydro Inc. in the conduct of the Purchased Business, on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants, agreements, representations, warranties and indemnities of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

## **ARTICLE 1** **INTERPRETATION**

### **1.1 Defined Terms**

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"Act" means the *Business Corporations Act* (Ontario) as in effect on the date hereof;

"Affiliate" has the meaning given to that term in the Act;

"AFI" means AFI Hydro Inc.;

"All Commercially Reasonable Efforts" means the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to achieve that result as expeditiously as possible, provided, however, that a Person required to use All Commercial Reasonable Efforts under this Agreement will not be thereby required to take actions that would result in a material adverse change in the economic benefits to

such Person of this Agreement or to dispose of or make any change to its business, expend any material funds, or incur any other material burden;

"**Assumed Liabilities**" has the meaning set out in Section 2.6(a);

"**BIA**" means the *Bankruptcy & Insolvency Act* (Canada);

"**Business Day**" means any day, other than a Saturday or a Sunday, on which commercial banks in Toronto, Ontario, are open for business during normal banking hours;

"**CJA**" means the *Courts of Justice Act* (Ontario);

"**Closing**" means the completion of the purchase and sale of the Purchased Assets in accordance with the provisions of this Agreement;

"**Closing Cash**" means all cash on hand, cash equivalents and bank deposits of AFI in existence on the Closing Date;

"**Closing Certificate**" means the Receiver's certificate referred to in the Sale Approval and Vesting Order that, when delivered to the Purchaser, has the effect of invoking the vesting provisions contained in the Sale Approval and Vesting Order;

"**Closing Date**" means the date on which Closing occurs, which date shall be as soon as practicable after the issuance of the Sale Approval and Vesting Order and, in any event, shall be a date not later than the Termination Date, or such other date as Seller and Purchaser may mutually determine;

"**Closing Date Payment**" has the meaning set out in Section 2.5;

"**Closing Receivables**" means all accounts receivable, trade accounts, notes receivable, book debts and other debts due or accruing due to AFI existing as at the Closing Date;

"**Contract**" means any agreement, indenture, contract, lease, deed of trust, licence, option, instrument or other commitment, whether written or oral;

"**Court**" means the Ontario Superior Court and Justice (Commercial List);

"**Deposit**" means the amount of [REDACTED] paid to Seller prior to the execution of this Agreement pursuant to a Deposit Letter dated April 11, 2014, to be held and applied by Seller in accordance with the terms of this Agreement;

"**Effective Date**" means the date on which this Agreement is made;

"**Employee Plans**" means all plans, arrangements, agreements, programs, policies, practices or undertakings, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, registered or unregistered, to which AFI is a party or bound or in which the Employees participate or under which AFI has, or will have, any liability or contingent liability or pursuant to which payments are made or benefits are

provided, or an entitlement to payments or benefits may arise with respect, to any of the Employees of the Purchased Business, excluding Statutory Plans;

"**Employees**" means all individuals who were, immediately prior to date of the Receivership Order, full-time, part-time or casual employees or independent contractors or consultants of AFI employed or engaged in the Purchased Business, whether active, inactive or on layoff, as set out in Schedule 1.1(a);

"**ETA**" means Part IX of the *Excise Tax Act* (Canada), as amended from time to time;

"**Excluded Assets**" has the meaning set out in Section 2.2;

"**Excluded Employees**" has the meaning set out in Section 6.3;

"**Governmental Agency**" means (i) any governmental or public department, central bank, court, minister, governor-in-counsel, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, municipal, local, or other; (ii) any subdivision or authority of any of the above; (iii) any stock exchange; and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

"**GST**" means all taxes payable under the ETA or under any provincial legislation similar to the ETA, and any reference to a specific provision of the ETA or any such provincial legislation shall refer to any successor provision thereto of like or similar effect;

"**Pension Plans**" means all Employee Plans providing pensions, superannuation benefits, retirement savings, top up or supplemental pensions, "registered retirement savings plans" (as defined in the Tax Act), "registered pension plans" (as defined in the Tax Act) or "retirement compensation arrangements" (as defined in the Tax Act);

"**Purchase Price**" has the meaning set out in Section 2.3;

"**Purchased Assets**" has the meaning set out in Section 2.1;

"**Purchased Business**" means the business carried on by AFI consisting primarily of the design, manufacture and installation of custom water control gates and ancillary equipment for the hydroelectric power generation industry;

"**Receivership Order**" means the order of the Court made in the Receivership Proceedings on February 24, 2014 appointing the Seller as the receiver of all of the assets, undertakings and properties of AFI;

"**Receivership Proceedings**" means the proceedings in respect of AFI pursuant to the BIA and CJA having Court File No. CV-14-10456-00CL;

"**Replacement Plans**" has the meaning set out in Section 6.4;

"**Retained Liabilities**" has the meaning set out in Section 2.6(b);

"**Sale Approval and Vesting Order**" means an order of the Court on service satisfactory to the Purchaser, acting reasonably, approving this Agreement and the transactions contemplated hereby and vesting in and to the Purchaser AFI's right, title and interest in and to the Purchased Assets, free and clear of and from any and all "Claims" and "Encumbrances" (as each such term is defined therein), substantially in the form of Schedule 1.1(b) hereto, subject to such amendments as the Seller and the Purchaser may mutually agree acting reasonably;

"**Statutory Plans**" means statutory benefit plans that AFI is required to participate in or comply with, including the Canada and Quebec Pension Plans and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation;

"**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

"**Termination Date**" means May 31, 2014;

"**Time of Closing**" means 10:00 a.m. (Toronto time) on the Closing Date, or such other time on the Closing Date as Seller and Purchaser may agree, provided that for accounting and tax purposes the parties agree that the Closing will be considered to have taken place as of the close of business on the Closing Date; and

"**Transferred Employees**" has the meaning set out in Section 6.4.

## **1.2 Currency**

Unless otherwise indicated, all dollar amounts in this Agreement are expressed in Canadian funds.

## **1.3 Sections and Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or Schedule refers to the specified Article, Section or Schedule of or to this Agreement.

## **1.4 Number, Gender and Persons**

In this Agreement, words importing the singular number only shall include the plural and *vice versa*, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.

**1.5 Interpretation of Certain Non-Capitalized Terms**

The word "including" means including without limitation. The expressions "Seller's knowledge", "knowledge of Seller" and expressions of similar import refer to the actual knowledge of any one or more of Paul van Eyk or Pritesh Patel, and also to the knowledge that any one or more of them would have after making an enquiry reasonable in the circumstances.

**1.6 Reasonable Commercial Efforts**

The parties acknowledge and agree that, for all purposes of this Agreement, an obligation on the part of either party to use All Commercially Reasonable Efforts to obtain any waiver, consent, approval, permit, licence or other document shall not require such party to make any payment to any person for the purpose of procuring the same, other than payments for amounts due and payable to such person, payments for incidental expenses incurred by such person and payments required by any applicable law or regulation.

**1.7 Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, including the Deposit Letter dated April 11, 2014. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

**1.8 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

**1.9 Applicable Law**

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

**1.10**      **Schedules**

The following Schedules are attached to and form part of this Agreement:

Schedule 1.1(a)	-	Employees
Schedule 1.1(b)	-	Sale Approval and Vesting Order
Schedule 2.1(a)	-	Machinery and Equipment
Schedule 2.1(b)	-	Vehicles
Schedule 2.1(c)		Inventories
Schedule 2.1(d)		Bid Deposits
Schedule 2.1(e)	-	Contracts
Schedule 2.7	-	Allocation of Purchase Price
Schedule 4.2	-	Location of Assets
Schedule 6.3	-	Excluded Employees

**ARTICLE 2**  
**PURCHASE AND SALE**

**2.1**      **Purchased Assets**

Subject to the provisions of this Agreement, Seller agrees to sell, assign and transfer to Purchaser and Purchaser agrees to purchase from Seller, effective as of the Time of Closing, all of the following assets of AFI pertaining to the Purchased Business (collectively, the "**Purchased Assets**"):

- (a) Machinery, Equipment and Furniture. All machinery, equipment, fixtures, furniture, furnishings, parts, tooling moulds, dies, jigs or patterns and other fixed assets including, without limitation, the machinery, equipment and furniture described in Schedule 2.1(a);
- (b) Vehicles. All trucks, cars and other vehicles, including, without limitation, the vehicles described in Schedule 2.1(b);
- (c) Inventories. All raw materials inventory and work-in-process inventory, the whole as described in Schedule 2.1(c);
- (d) Bid Deposits: All deposits made by AFI in respect of all outstanding responses to requests for proposals to be retained for the provision of materials and services to hydroelectric power generation facilities or any related projects, as well as an outstanding deposit in respect of a forklift, the whole as described in Schedule 2.1(d);
- (e) Agreements. All the Contracts described in Schedule 2.1(e);
- (f) Books and Records. All books and records (other than those required by law to be retained by Seller, copies of which will be made available to Purchaser), including, without limitation, customer lists, sales records, price lists and

catalogues, sales literature, advertising material, manufacturing data, production records, employee manuals, personnel records for Transferred Employees, supply records, inventory records and correspondence files (together with, in the case of any such information which is stored electronically, the media on which the same is stored);

- (g) Intellectual Property. All domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), improvements, trade secrets, confidential information, know-how, methods, processes, designs, drawings, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos and (vi) any other intellectual property and industrial property; and
- (h) Goodwill. All goodwill, together with the exclusive right for Purchaser to represent itself as carrying on the Purchased Business in succession to AFI and the right to use any words indicating that the Purchased Business is so carried on, including the exclusive right to use the names "AFI" and "Allied Fabricators" or any variation thereof, as part of the name or style under which the Purchased Business or any part thereof is carried on by Purchaser, and, to the extent possible, the right to use any of AFI's existing telephone, facsimile and cellular numbers.

## 2.2 Excluded Assets.

The Purchased Assets shall not include any property, assets and undertaking of AFI that are not Purchased Assets and, for greater certainty, shall, without limitation, specifically exclude the following property and assets (collectively, the "**Excluded Assets**");

- (a) all Closing Cash;
- (b) all prepaid expenses (other than the deposits described in Schedule 2.1(d));
- (c) all Closing Receivables;
- (d) all minute books, stock ledgers and Tax records of AFI;
- (e) all personnel records that Seller or AFI is required by law to retain in its possession;
- (f) all rights under Employee Plans;



- (g) any insurance policies and all rights thereunder; and
- (h) all tax instalments paid by AFI and the right to receive any refund of taxes paid by Seller;

**2.3 Purchase Price.**

The aggregate purchase price (the "**Purchase Price**") payable by Purchaser to Seller for the Purchased Assets shall be [REDACTED]

**2.4 Satisfaction of Purchase Price**

The Purchase Price shall be satisfied on Closing as follows:

- (a) application of the Deposit, plus any and all interest earned thereon; and
- (b) payment of the Closing Date Payment by the Purchaser to the Seller.

**2.5 Closing Date Payment**

At the Time of Closing, Purchaser shall pay Seller the amount equal to: (a) [REDACTED]; less (b) the amount of the Deposit and any and all interest earned thereon (the "**Closing Date Payment**") by wire transfer of immediately available funds to such account as Seller shall have indicated by direction in writing to Purchaser at least two Business Days prior to the Closing Date.

**2.6 Assumption of Certain Liabilities by Purchaser**

(a) Subject to the provisions of this Agreement, Purchaser agrees to assume, pay, satisfy, discharge, perform and fulfil, from and after the Time of Closing, all obligations and liabilities of AFI which accrue on or after the Time of Closing under the Contracts described in Schedule 2.1(e) and shall pay, forthwith after Closing, the amount of the arrears outstanding at the Time of Closing in respect of certain Contracts as set out in and to the extent set out in Schedule 2.1(e) (collectively the "**Assumed Liabilities**").

(b) All liabilities of AFI, whether or not incurred in connection with the Purchased Business, that are not Assumed Liabilities are to be retained by AFI and are hereinafter referred to as "**Retained Liabilities**". For greater certainty, Retained Liabilities include:

- (i) liabilities incurred or accruing due under any Contracts, including leases, unless specifically assumed;
- (ii) liabilities for any debts of the Purchased Business;
- (iii) any assessment or reassessment for income, corporate, capital, sales, excise or other taxes of any kind whatsoever of the Seller in respect of the Purchased Business;

- (iv) any product liability or warranty liability arising at any time in respect of products or services of the Purchased Business produced or performed on or prior to the Closing Date, even though a claim may be made or filed after the Closing Date;
- (v) any claims of any third party, whether threatened or pending, which arose from facts or omissions prior to the Closing Date;
- (vi) any liability for breaches of applicable law (including employee health and safety);
- (vii) all liabilities arising under any Contract other than the Contracts specified in Schedule 2.1(e); and
- (viii) all liabilities or obligations with respect to any current or former employees (including Employees) or independent contractors in connection with the Purchased Business other than in respect of Transferred Employees.

**2.7 Allocation of Purchase Price**

Seller and Purchaser agree to allocate the Purchase Price among the Purchased Assets in accordance with Schedule 2.7 and to report the sale and purchase of the Purchased Assets for all federal, provincial and local tax purposes in a manner consistent with such allocation.

**2.8 ETA Election**

Purchaser and Seller shall, on the Closing Date, elect jointly under subsection 167(1) of the ETA, and under any similar provision of any applicable provincial legislation, in the form prescribed for the purposes of that provision, in respect of the sale and transfer of the Purchased Assets hereunder, and Purchaser shall file such election with Canada Revenue Agency, and provide Seller with proof of receipt by Canada Revenue Agency (and by the provincial taxing authority, where applicable) of the receipt of such election.

**2.9 Transfer Taxes**

Purchaser shall be liable for and shall pay all federal and provincial sales taxes (including any retail sales taxes) and all other taxes, duties, fees or other like charges of any jurisdiction properly payable in connection with the transfer of the Purchased Assets by Seller to Purchaser.

**ARTICLE 3**  
**CLOSING AND CLOSING CONDITIONS**

**3.1**            **Transfer**

Subject to compliance with the terms and conditions hereof, the transfer of possession and assignment of the Purchased Assets shall be deemed to take effect as at the close of business on the Closing Date. The Closing shall take place at the Time of Closing at the offices of Davies Ward Phillips & Vineberg LLP, counsel for Seller, 40<sup>th</sup> Floor, 155 Wellington Street West Toronto, Ontario M5V 3J7 or at such other time as mutually chosen by the Seller and the Purchaser.

**3.2**            **Risk of Loss**

From the date hereof up to the Time of Closing, the Purchased Assets shall be and remain at the risk of Seller. If, prior to the Time of Closing, all or any part of the Purchased Assets which are necessary to carry on the Purchased Business as currently conducted are destroyed or damaged by fire or any other casualty or shall be appropriated, expropriated or seized by governmental or other lawful authority, unless Purchaser terminates its obligations under this Agreement as contemplated by Section 3.6, Purchaser shall complete the purchase without reduction of the Purchase Price, in which event all proceeds of insurance or compensation for expropriation or seizure shall be paid to Purchaser at the Time of Closing and all right and claim of Seller to any such amounts not paid by the Closing Date shall be assigned at the Time of Closing to Purchaser.

**3.3**            **Closing Deliveries by Seller**

At the Closing, Seller shall deliver or cause to be delivered to Purchaser:

- (a) customary deeds, assignments, bills of sale and other conveyancing documents, to be settled between counsel for Seller and counsel for Purchaser, sufficient to transfer the various categories of Purchased Assets described in Section 2.1;
- (b) a receipt for the Closing Date Payment;
- (c) a copy of the issued and entered Sale Approval and Vesting Order, together with the Closing Certificate, as referenced therein; and
- (d) any other documents required pursuant to this Agreement.

**3.4**            **Closing Deliveries by Purchaser**

At the Closing, Purchaser shall deliver to Seller:

- (a) the bring-down certificates in respect of Sections 3.7(a) and (b);
- (b) such of the documents referred to in Section 3.3(a) as a purchaser would customarily execute;

- (c) a copy certified by a senior officer of Purchaser of the articles of incorporation and by-laws of Purchaser and of the resolution of Purchaser's directors approving the subject matters of this Agreement;
- (d) the Closing Date Payment by wire transfer in immediately available funds, to an account or accounts designated at least two Business Days prior to the Closing Date by Seller in a written notice to Purchaser;
- (e) an instrument of assumption of the Assumed Liabilities; and
- (f) any other documents required pursuant to this Agreement.

### **3.5 Further Assurances**

Each party to this Agreement covenants and agrees that it will at all times after the Closing Date, at the expense of the requesting party, promptly execute and deliver all such documents, including, without limitation, all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as the other party, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

### **3.6 Conditions of Closing in Favour of Purchaser**

The sale and purchase of the Purchased Assets is subject to the following terms and conditions for the exclusive benefit of Purchaser, to be performed or fulfilled at or prior to the Time of Closing:

- (a) Leased Real Property. The Purchaser shall have entered into a lease in respect of AFI's premises at 6 Adams Street, Paris, Ontario, in form and substance satisfactory to it, acting reasonably;
- (b) Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and correct (i) at the Time of Closing as if made at such time (unless they are expressed to be made only as of an earlier fixed date, in which case they need be true and correct only as of such earlier date) and (ii) also at the date hereof, in all material respects if the particular representation and warranty is not by its terms so qualified and in all respects if by its terms it is so qualified;
- (c) Covenants. All of the terms, covenants and conditions of this Agreement to be complied with or performed by Seller at or before the Time of Closing shall have been complied with or performed in all material respects;
- (d) Sale Approval and Vesting Order. The Seller shall have obtained the Sale Approval and Vesting Order, and the operation and effect of such order shall not have been stayed, amended, modified, vacated, reversed, dismissed or appealed

(or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) at the Time of Closing;

- (e) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Governmental Agency or third party to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby;
- (f) Injunctions. There shall be in effect no injunction against Closing entered by a court of competent jurisdiction;
- (g) No Material Damage. No material damage by fire or other hazard, or appropriation, expropriation or seizure by governmental or other lawful authority, to the Purchased Assets shall have occurred from the date hereof to the Time of Closing. For the purposes hereof, "material damages" means any event which has damaged or caused the loss of assets with a replacement value of \$50,000 or more;
- (h) WSIB. The Seller shall have paid all amounts owing by AFI at the Time of Closing under the *Workplace Safety and Insurance Act, 1997* (Ontario) and the Seller shall have provided the Purchaser reasonable evidence thereof;
- (i) Employment. Evidence satisfactory to the Purchaser, acting reasonably, that at least 60% of the Employees to whom offers of employment will be made at or prior to Closing pursuant to Section 6.3 accept the offers of employment; and
- (j) Seller Deliveries. Seller shall be ready, willing and able to make the deliveries required by Section 3.3.

If any of the conditions contained in this Section 3.6 shall not be performed or fulfilled at or prior to the Time of Closing to the satisfaction of Purchaser, acting reasonably, or otherwise waived by the Purchaser, Purchaser may, by notice to Seller, terminate this Agreement and the obligations of Seller and Purchaser under this Agreement shall be terminated and Seller shall return the Deposit (together with any and all interest earned thereon) to the Purchaser forthwith thereafter. Termination is without prejudice to any rights of the Purchaser against the Seller due to the Seller's deliberate breach, fraud or gross or wilful misconduct. Any such condition may be waived in whole or in part by Purchaser.

### **3.7 Conditions of Closing in Favour of Seller**

The sale and purchase of the Purchased Assets is subject to the following terms and conditions for the exclusive benefit of Seller, to be performed or fulfilled at or prior to the Time of Closing:

- (a) Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement shall be true and correct (i) at the Time of Closing as if made at such time (unless they are expressed to be made only as of an earlier fixed date, in which case they need be true and correct only as of such earlier

date) and (ii) also at the date hereof, in all material respects if the particular representation and warranty is not by its terms so qualified and in all respects if by its terms it is so qualified;

- (b) Covenants. All of the terms, covenants and conditions of this Agreement to be complied with or performed by Purchaser at or before the Time of Closing shall have been complied with or performed in all material respects;
- (c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Governmental Agency or third party to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby;
- (d) Injunctions. There shall be in effect no injunction against Closing entered by a court of competent jurisdiction;
- (e) Sale Approval and Vesting Order. The Seller shall have obtained the Sale Approval and Vesting Order, and the operation and effect of such order shall not have been stayed, amended, modified, vacated, reversed, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) at the Time of Closing; and
- (f) Purchaser Deliveries. Purchaser shall be ready, willing and able to make the deliveries required by Section 3.4.

If any of the conditions contained in this Section 3.7 shall not be performed or fulfilled at or prior to the Time of Closing to the satisfaction of Seller, acting reasonably, Seller may, by notice to Purchaser, terminate this Agreement and the obligations of Seller and Purchaser under this Agreement shall be terminated. If Seller terminated this Agreement due to Purchaser's breach of this Agreement, then Seller shall retain the Deposit (together with any and all interest earned thereon) and the retention of such Deposit (together with any and all interest earned thereon) shall be the Seller's sole and exclusive remedy against the Purchaser except in the case of fraud, in which case the Seller reserves all rights at law to pursue the Purchaser for damages suffered by it in excess of the amount of the Deposit plus any and all interest earned thereon.

### **3.8 Termination Date**

- (a) This Agreement may also be terminated at any time prior to the Closing Date by either the Purchaser or the Seller if the Closing has not occurred on or before 5:00 p.m. (Toronto time) on the Termination Date, except that the right to terminate this Agreement under this Section shall not be available to any party whose failure to fulfill any of its obligations has been the cause of, or resulted in, the failure of the Closing to occur by such time on such date.
- (b) If this Agreement is terminated pursuant this Section 3.8, then there shall be no further obligations hereunder on the part of the Purchaser or the Seller, and no

party shall have a claim against any other parties with respect to this Agreement, other than as provided in this Section 3.8.

- (c) If the Closing does not occur by 5:00 p.m. (Toronto time) on the Termination Date, other than as a result of a breach of the terms of this Agreement by the Purchaser, then the Deposit, together with any interest accrued thereon, will be returned to the Purchaser, and the return of the Deposit shall be the Purchaser's sole and exclusive remedy if a breach of terms of this Agreement by the Seller prevents Closing by such time on such date other than as a result of deliberate breach, fraud or gross or wilful misconduct. In the event Closing does not occur by 5:00 p.m. (Toronto time) on the Termination Date as a result of a breach of this Agreement by the Purchaser, the Seller shall be entitled to keep the Deposit, together with any interest accrued thereon, as liquidated damages, and not as a penalty and the retention of such Deposit shall be the Seller's sole and exclusive remedy against the Purchaser other than as a result of fraud.

#### **ARTICLE 4**

#### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Purchaser as follows and acknowledges that Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Assets:

#### **4.1 Authorization**

This Agreement has been duly authorized, executed and delivered by Seller and, subject to the Sale Approval and Vesting Order, is a legal, valid and binding obligation of Seller, enforceable against Seller by Purchaser in accordance with its terms, except as enforcement may be limited by the Court.

#### **4.2 Location of Purchased Assets**

With the exception of inventory in transit and with the exception of certain equipment such as personal computers and vehicles that may be under the physical control of certain of the Employees, to the Seller's knowledge all the tangible assets of the Purchased Business are situate at the locations set out in Schedule 4.2.

#### **4.3 Insurance**

The Purchased Assets are insured against loss or damage and such insurance coverage will be continued in full force and effect to and including the Time of Closing.

#### **4.4 Residency**

Seller is not a non-resident of Canada for the purposes of the Tax Act.

**4.5 GST Registration**

AFI is a registrant for purposes of the ETA whose registration number is 13329 9016 RT0001.

**ARTICLE 5  
REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser represents and warrants to Seller as follows and acknowledges and confirms that Seller is relying on such representations and warranties in connection with its sale of the Purchased Assets:

**5.1 Organization**

Purchaser is validly existing under the laws of the Province of New Brunswick and has the corporate power to enter into this Agreement and to perform its obligations hereunder.

**5.2 Authorization**

This Agreement has been duly authorized, executed and delivered by Purchaser and is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser by Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

**5.3 No Violation**

The execution and delivery of this Agreement by Purchaser and the consummation of the transactions herein provided for will not result in the violation of, or constitute a default under, or conflict with or cause the acceleration of any obligation of Purchaser under: (a) any Contract to which Purchaser is a party or by which it is bound; (b) any provision of the constating documents or by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of Purchaser; (c) any judgment, decree, order or award of any court, governmental body or arbitrator having jurisdiction over Purchaser; or (d) any applicable law, statute, ordinance, regulation or rule.

**5.4 Consents and Approvals**

There is no requirement for Purchaser to make any filing with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any government or regulatory authority as a condition to the lawful consummation of the transactions contemplated by this Agreement.



**5.5 Financial Resources**

Purchaser has the financial means to complete the transactions that form the subject matter hereof without resort to any external sources of financing not committed at the date hereof.

**5.6 GST Registration**

Purchaser will be a registrant for purposes of the ETA by the Time of Closing and will provide the Seller with its registration number.

**ARTICLE 6**  
**COVENANTS**

**6.1 Access to Purchased Business and Purchased Assets**

Seller shall forthwith make available to Purchaser and its authorized representatives and, if requested by Purchaser, provide a copy to Purchaser (at the Purchaser's expense) of, all title documents, Contracts, financial statements, policies, plans, reports, licences, orders, permits, books of account, accounting records and all other documents, information and data relating to the Purchased Business that are within Seller's possession or control. Seller shall afford Purchaser and its authorized representatives every reasonable opportunity to have access to the Purchased Assets and all other property and assets utilized in the Purchased Business during normal business hours or as otherwise agreed to by the Seller. At the request of Purchaser and at the Purchaser's expense, Seller shall execute such consents, authorizations and directions as may be necessary to permit any inspection of the Purchased Business or any of the Purchased Assets or to enable Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the Purchased Assets maintained by governmental or other public authorities. At Purchaser's request and expense, Seller shall co-operate with Purchaser in arranging any such meetings as Purchaser may reasonably request with: employees employed in the Purchased Business; customers, suppliers, distributors or others who have or have had a business relationship with AFI in respect of the Purchased Business; and auditors, accountants, solicitors or any other persons engaged or previously engaged to provide services to AFI who have knowledge of matters relating to the Purchased Business or the Purchased Assets. In particular, without limitation, Seller shall permit Purchaser's representatives or consultants to conduct all such interviews, testing, intrusive investigations, inspections, audits and assessments in respect of environmental and occupational health and safety matters with respect to the Purchased Business and the Purchased Assets as Purchaser may require, in its sole discretion and at its sole expense, to satisfy itself in respect of such matters, and Seller shall co-operate in all reasonable respects therewith.

**6.2 Delivery of Books and Records**

At the Time of Closing, there shall be delivered to Purchaser by Seller all the books and records described in Section 2.1(f). Purchaser agrees that it will preserve the books and records so delivered to it for a period of six years from the Closing Date, or for such longer period as is required by any applicable law, and will permit Seller or its authorized

representatives reasonable access thereto in connection with the affairs of Seller relating to its matters, but Purchaser shall not be responsible or liable to Seller for or as a result of any accidental loss or destruction of or damage to any such books or records.

### **6.3 Employees**

Purchaser agrees that it shall offer employment to all Employees, other than the Employees listed in Schedule 6.3 (the "**Excluded Employees**"), effective as at the Time of Closing. No employee of the Purchased Business shall be entitled to any rights under this Section 6.3 or under any other provisions of this Agreement.

### **6.4 Employee Plans**

Purchaser shall not assume any liability in respect of any of the Employee Plans. Purchaser agrees that it will establish replacement plans (the "**Replacement Plans**") for those Employees who accept the offers of employment to be made by Purchaser pursuant to Section 6.3 (the "**Transferred Employees**") in respect of their employment by Purchaser from and after the Time of Closing. Purchaser shall recognize each Transferred Employees' years of service with AFI for the purpose of determining eligibility under the Replacement Plans; provided that no Transferred Employee shall be entitled to benefits under any disability plan sponsored by Purchaser in respect of any condition existing at or event occurring prior to the Time of Closing.

### **6.5 Access to Transferred Employees**

Following the Time of Closing and at no cost to the Seller, the Purchaser shall make reasonably available to the Seller during normal business hours those Transferred Employees as may be reasonably requested by the Seller from time to time and are needed for administrative purposes in order to assist the Seller in carrying out its duties regarding the receivership of AFI, provided that such access must not unreasonably interfere with the duties of the Transferred Employees to the Purchaser, shall be occasional only, shall not require any Transferred Employee to travel without the prior consent of the Purchaser and the Seller shall have no claim against the Purchaser as a result of such assistance provided by the Transferred Employees.

Following the Time of Closing, the Purchaser shall also make available to the Seller those Transferred Employees necessary for the Seller to complete its obligations under the Seller's facilitation agreement with Ontario Power Generation Inc. in respect of an Engineering, Procurement and Construction Agreement between Ontario Power Generation Inc. and AFI dated April 20, 2009 for the design, fabrication, supply, delivery and site installation of three (3) unit head gates for the Alexander Generating Station, provided that such access must not unreasonably interfere with the duties of the Transferred Employees to the Purchaser, shall be occasional only, shall not require any Transferred Employee to travel without the prior consent of the Purchaser and the Seller shall have no claim against the Purchaser as a result of such assistance provided by the Transferred Employees. The Purchaser shall invoice the Seller from time to time for the reasonable costs of making such Transferred Employees available to the Seller for such purpose and the Seller shall pay such invoiced amounts with ten (10) Business Days of the receipt of such invoice. Unless otherwise agreed from-time-to-time, the costs of

Transferred Employees used by the Seller for these services is \$640 per day and \$80 per hour for part days, plus all applicable sales taxes.

**6.6 Access to Books and Records**

Following the Time of Closing, the Purchaser shall make available to the Seller, on a reasonable basis, the former books and records of AFI described in Section 2.1(f).

**6.7 WSIB**

On or before the Closing Date, the Seller shall pay all amounts owing by AFI at the Time of Closing under the *Workplace Safety and Insurance Act, 1997* (Ontario).

**6.8 Exclusions**

Neither party will be liable for any loss of profits, loss of opportunity, loss of revenue, whether foreseeable or not or for any incidental, consequential, indirect, special, contingent, or punitive damages related to this Agreement, in each case whether for: (i) any breach of contract or warranty, whether based on theories of breach of warranty, breach of contract, tort, strict liability or otherwise; (ii) breach of any other provision of this Agreement; or (iii) any claim of any kind arising out of or relating to this Agreement or such party's performance therewith.

**6.9 Change of Name**

Seller shall amend the Articles of AFI within ten (10) Business Days of the Closing Date to remove the elements "AFI" and "Hydro" from the name of AFI.

**ARTICLE 7  
AS IS, WHERE IS SALE**

**7.1 "As is, Where is"**

Unless otherwise specifically stated herein, Purchaser acknowledges that Seller is selling the Purchased Assets on an "as is, where is" basis as they shall exist on the Closing Date and that, as of the date of this Agreement, Purchaser has completed all of its due diligence in respect of the transaction contemplated by this Agreement and has satisfied itself in all respects as to the Purchased Assets. Any information provided by Seller to the Purchaser describing the Purchased Assets has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete, accurate or correct. Unless specifically stated herein, no representation, warranty or condition, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise is being given in this Agreement or in any instrument furnished in connection with this Agreement as to title, outstanding liens, encumbrances, description, merchantability, value, suitability or marketability thereof or in respect of any other matter or thing whatsoever including, without limitation, the respective rights, titles and interests of the Seller or AFI, if any, therein. The Purchaser shall be deemed to

have relied entirely on its own inspection and investigation in proceeding with the transactions contemplated hereunder.

Without limiting the foregoing, the Purchaser further acknowledges that the following property, assets and undertakings belong to Ontario Power Generation Inc. and accordingly do not form a part of the Purchased Assets (although any records on hand in the possession of AFI with respect to the following and any residual rights belonging to AFI do form part of the Purchased Assets):

- (a) all of the documentation and as-built drawings relating to the rehabilitation of head gates and refurbishment of embedded parts for units 3 and 4 at Ontario Power Generation Inc.'s Barrett Chute Generating Station;
- (b) all equipment, training manuals, drawings, software, documents, designs, specifications, plans, reports, information, deliverables and data under the an Engineering, Procurement and Construction Agreement between Ontario Power Generation Inc. and AFI dated April 20, 2009 for the design, fabrication, supply, delivery and site installation of three (3) unit head gates for the Alexander Generating Station and all other personal property pertaining to such project; and
- (c) any and all personal property pertaining to any work performed in contemplation of the Engineering, Procurement and Construction Agreement in relation to the Ontario Power Generation Inc.'s Lower Notch GS Head Gate and Hoist Replacement Project.

## **ARTICLE 8** **MISCELLANEOUS**

### **8.1**        **Notices**

(a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by telecopy or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

- (i) if to Seller:

181 Bay Street, Suite 3320  
Bay Wellington Tower  
Toronto, ON M5J 2T3

Attention: Paul van Eyk  
E-mail: PvanEyk@Richter.ca

with a copy to:

Davies Ward Phillips & Vineberg LLP  
155 Wellington Street West  
Toronto, Ontario M5V 3J7

Attention: Robin B. Schwill  
Telecopier No.: 416.836.0871

(ii) if to Purchaser:

C/O Andritz Inc.  
Andritz (USA) Inc.  
1115 North Meadow Parkway  
Roswell GA USA  
30076-3857

Attention: Mr. Timothy J. Ryan, President  
Telecopier No.: (770) 640-2469

with a copy to:

Mr. David W. Bumsted  
Senior Vice President and Group General Counsel  
Andritz (USA) Inc.  
1115 North Meadow Parkway  
Roswell GA USA  
30076-3857

Telecopier No.: (770) 640-2598

(b) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. at the place of receipt, then on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.

Either party may at any time change its address for service from time to time by giving notice to the other party in accordance with this Section 8.1.

**8.2 Enurement and Assignment**

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns. Purchaser may assign its rights under this Agreement in whole or in part to any Affiliate of Purchaser; provided, however, that any such assignment shall not relieve Purchaser from any of its obligations hereunder. Otherwise, neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

**8.3 Amendment and Waivers**

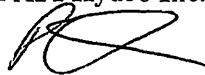
No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented by such party in a writing specifically referencing the provision waived.

**8.4 Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed by the parties on the date first above written.

**RICHTER ADVISORY GROUP INC.,  
in its sole capacity as court-appointed  
receiver of AFI Hydro Inc.**

by   
Name: Paul van Eyk  
Title: SUP Richter Advisory Group Inc.

**ANDRITZ HYDRO AFI, INC.**

by \_\_\_\_\_  
Name:  
Title:

**8.2 Enurement and Assignment**

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns. Purchaser may assign its rights under this Agreement in whole or in part to any Affiliate of Purchaser; provided, however, that any such assignment shall not relieve Purchaser from any of its obligations hereunder. Otherwise, neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

**8.3 Amendment and Waivers**

No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to by such party in a writing specifically referencing the provision waived.

**8.4 Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed by the parties on the date first above written.

**RICHTER ADVISORY GROUP INC.,  
in its sole capacity as court-appointed  
receiver of AFI Hydro Inc.**

by \_\_\_\_\_  
Name:  
Title:

**ANDRITZ HYDRO AFI, INC.**

by Timothy Ryan  
Name: TIMOTHY J. RYAN  
Title: PRESIDENT

**REDACTED**



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) WEDNESDAY, THE 30TH  
JUSTICE ) DAY OF APRIL, 2014

BANK OF MONTREAL

Applicant

- and -

AFI HYDRO INC.

Respondent

**APPLICATION UNDER SECTION 243(1) OF THE  
*BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND  
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by Richter Advisory Group Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of AFI Hydro Inc. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and Andritz Hydro AFI, Inc. (the "Purchaser") dated April 25, 2014 and appended to the Report of the Receiver dated April 25, 2014 (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the

service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

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

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby approved. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Wilton-Siegel dated February 24, 2014; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the

sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. THIS COURT ORDERS that, notwithstanding the provisions of Section 171(3) of the *Business Corporations Act* (Ontario) (the "OBCA"), the Receiver be and is hereby authorized and directed to complete, execute and file articles of amendment for and on behalf of the Debtor and any officer and director of the Debtor (such articles of amendment to be deemed to have been signed by a director or an officer of the Debtor and executed in accordance with the OBCA when so signed by the Receiver as directed by this Court) for the sole purpose of changing the corporate name of AFI Hydro Inc. to a corporate name that does not include the words "AFI" or "Allied Fabricators" (and such amendment shall be deemed to have been duly authorized by Section 168 and 170 of the OBCA (as applicable) without any shareholder or director resolution approving such amendment being required) and this Court hereby directs the Director (as defined in the OBCA) to endorse thereon a certificate of amendment upon being in receipt from the Receiver of two duplicate originals of such articles of amendment together with the prescribed fees and any other required documents under the OBCA (which the Receiver be and is hereby also authorized and directed to complete, execute and file for and on behalf of the Debtor and any officer and director of the Debtor if and as required) except for any such documents as have been dispensed or otherwise dealt with pursuant to the deeming provisions contained herein.

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

**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-14-10456-00CL

BANK OF MONTREAL

Applicant

- and –

AFI HYDRO INC.

Respondent

**APPLICATION UNDER SECTION 243(1) OF THE  
*BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND  
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (the "Court") dated February 24, 2014, Richter Advisory Group Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of AFI Hydro Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated April 30, 2014, the Court approved the agreement of purchase and sale made as of April 25, 2014 (the "Sale Agreement") between the Receiver and Andrtiz Hydro AFI, Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 3 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**RICHTER ADVISORY GROUP INC., in its  
capacity as Receiver of the undertaking,  
property and assets of AFI HYDRO INC.,  
and not in its personal capacity**

Per: \_\_\_\_\_  
Name:  
Title:

**BANK OF MONTREAL – and – AFI HYDRO INC.**  
**APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**(PROCEEDING COMMENCED AT TORONTO)**

**APPROVAL AND VESTING ORDER**

**Davies Ward Phillips & Vineberg LLP**  
155 Wellington Street West  
Toronto, ON M5V 3J7

**Robin B. Schwill**  
**(LSUC #: 384521)**

Telephone: 416.863.5502  
Facsimile: 416.863.0871

**Lawyers for the Receiver**

**Schedule 2.1(a) - Machinery and Equipment**

Asset number	Category	Description
884-00	Portable Buildings	Tubular Sheet / Poly Mnfg Shed
884-01	Portable Buildings	Metal Portable Quonset Hut Stockroom AFI #5093
885-00	Portable Buildings	Quonset Hut: AFI Job #2911, Pioneer Steel
11326	Portable Buildings	Reverse Door Openings - AFI W/O 14373-01
200-01	Machinery & Equipment	Canox CP 200 Amp Welder/ Wire Feeder SN# CS116754
200-04	Machinery & Equipment	MIG CP200 Welder - SN# CR104440
250-02	Machinery & Equipment	Airco AC/DC Bumblebee HF875518
250-03	Machinery & Equipment	Canox 250 AMP Stick Welder AC/DC SN# JJ490942
250-05	Machinery & Equipment	250 AMP AC/DC TIG SN# C097517 - Parts Only
250-06	Machinery & Equipment	Miller Trailblazer 250G Port Welder SN# KA898881
250-07	Machinery & Equipment	Canox 250 AMP Stick Welder AC/DC SN# JJ458064
250-08	Machinery & Equipment	Dlalarc 250 AC/DC Stick Welder SN# CP85427
251-01	Machinery & Equipment	Used Millermatic 251 Air Cooled Miller Welder SN# KF899558
270-01	Machinery & Equipment	Portable Gas Welder T-Bird 270HE SN# T11809A191708C
269-00	Machinery & Equipment	Push Pull 36D 8Meter 083-0014 Alunium Welding Gun
300-05	Machinery & Equipment	Miller CP 300 / Wire Feeder SN# HK355448
300-06	Machinery & Equipment	Pow Con 300 Amp Stick Welder SN# TT4 50592
300-08	Machinery & Equipment	Used Miller CP302 Powersource Welder SN# LB165479
350-01	Machinery & Equipment	Syncrowave 350 TIG Welder SN# KB143197
400-01	Machinery & Equipment	Used Dimension 452 CC/CV Welder SN# KE696372
450-01	Machinery & Equipment	Miller MP-45E 450 amp SN# JB558906
450-04	Machinery & Equipment	Miller 450 Amp Welder / Wire Feeder SN# JK735393
450-05	Machinery & Equipment	Miller Deltaweld 451 SN# KA891811
451-01	Machinery & Equipment	Deltaweld 451 #KE669581
451-02	Machinery & Equipment	Deltaweld 451 #KE691676
452-01	Machinery & Equipment	Cyberweld 452 DC-CV Power Hobart SN# KK007513
452-02	Machinery & Equipment	Cyberweld 452 DC-CV Power Hobart SN# KK007510
500-02	Machinery & Equipment	Lincoln TM 500 AC/DC Stick SN# 182146
500-03	Machinery & Equipment	Lincoln Ideal Arc TM-500 Welder, AC SN# TAC N2109 - Parts Only
500-06	Machinery & Equipment	Delta-Fab System Mig 460A Welder SN# LE467640
500-07	Machinery & Equipment	Delta-Fab System Mig 460A Welder SN# LE467628
	Machinery & Equipment	Mig Gun Water Cooled MB501D
601-00	Machinery & Equipment	Used Miller DW652 Mig Package, SN #LF147416
602-00	Machinery & Equipment	Used Miller DW652 Mig Package, SN #KH429315
603-00	Machinery & Equipment	Used Miller DW652 Mig Package, SN #KJ122206
	Machinery & Equipment	Powcon 400SS Stick Welder 575V
700-02	Machinery & Equipment	Automated Moogy Travel Welding Buggy SN# 73042
700-03	Machinery & Equipment	Used Automated Moogy Travel Welding Buggy
701-00	Machinery & Equipment	Koike 1K-12 Beetle Torch c/w 12' Track SN# 504202
703-00	Machinery & Equipment	Tiger Torch Assembly & Cart
704-00	Machinery & Equipment	8 Purox Torch Sets c/w Cart
750-00	Machinery & Equipment	ESAB Powercut 1125 Plasma Machine SN# J524062
802-00	Machinery & Equipment	Hydraulic Press Unit -AFI Job #1915
803-00	Machinery & Equipment	Kingsland Ironworker Model 60 XS, SN# 111098
804-00	Machinery & Equipment	Allsteel Press Brake 320T-12', c/w 575 V Electrics, SN# 32507
804-02	Machinery & Equipment	Tooling Brake Press
805-00	Machinery & Equipment	8' Brown Boggs Box & Pan Brake
805-02	Machinery & Equipment	Baxter 360-HDP Horizontal Bandsaw SN# 58474373
806-00	Machinery & Equipment	Hyd Mech Bandsaw, Model S-20 Hydraulic, SN# 60702017H
806-01	Machinery & Equipment	2 Saw Conveyor Feed Systems: AFI Job #9988
806-01	Machinery & Equipment	2 Saw Conveyor Feed Systems: AFI Job #9988
807-00	Machinery & Equipment	Do-All Vertical Band Saw, Model ML, SN# 435741
809-00	Machinery & Equipment	Abrasive Saw - AFI Job #1916
811-00	Machinery & Equipment	12" Sliding Mitre Wood Saw
812-00	Machinery & Equipment	Steelmax Saw
818-00	Machinery & Equipment	Darex Drill Sharpener V290
819-00	Machinery & Equipment	King Turret Mill Model 942VS-5
820-00	Machinery & Equipment	Technolmpex Engine Lathe c/w Readouts #EE630-01 SN#108/210
	Machinery & Equipment	3-Jaw 12" Steel Chuck Camlock on Head of Lathe
821-00	Machinery & Equipment	Used Huron Universal Milling Machine c/w DRO
	Machinery & Equipment	Used Huron Universal Milling Machine c/w DRO
822-00	Machinery & Equipment	Face Mills
823-00	Machinery & Equipment	Rotary Table 48" c/w DC Drive Motor
825-00	Machinery & Equipment	TOSS Floor HBM Model WD130A, c/w 3 axis D.R.O, SN# 22120304
825-00	Machinery & Equipment	TOSS Floor HBM - 90 Degree TOS Angle Head Rebuild
825-00	Machinery & Equipment	TOSS Floor HBM - 2 T Cast Iron Slot Tables
825-02	Machinery & Equipment	VRA NT40 Right Angle Head & Shop Build Adapter
	Machinery & Equipment	VRA NT40 Right Angle Head & Shop Build Adapter
826-00	Machinery & Equipment	Boring Mill Tables 2 "T" Slot 4' x 8' - AFI Job #2645
827-00	Machinery & Equipment	Tomb Stones "T" Slot Tables (4), 30"x30"x46"
828-00	Machinery & Equipment	Helica Endmill Holder
829-00	Machinery & Equipment	Narex Boring Head, Model VAU-125, 24" CMP
830-00	Machinery & Equipment	Towne Woodhouse Radial Drill, Model A.E.4
831-00	Machinery & Equipment	Magnetic Hougan Drill, Model #10905
832-00	Machinery & Equipment	Milwaukee Mag Drill, Cat # 4292
833-00	Machinery & Equipment	Mag Drill - Unibor BD35
834-00	Machinery & Equipment	Drill Press: Canadian Blower #18



**Schedule 2.1(a) - Machinery and Equipment**

Asset number	Category	Description
835-00	Machinery & Equipment	Rotabroach Magnetic Drill
837-00	Machinery & Equipment	Milwaukee Mag Drill, Cat # 4203
838-00	Machinery & Equipment	Kango 950 Electric Hammer Drill
839-01	Machinery & Equipment	Magforce Mag Drill, Model #06920, SN #510083
839-02	Machinery & Equipment	Magforce Mag Drill, Model #06920
	Machinery & Equipment	Mag Drill, Model Z Wal 39-D-742
	Machinery & Equipment	Mag Portable Magnetic Drill, Jancy Slugger Model 6920
	Machinery & Equipment	Magnetic Drill Press MT3 Socket Swivel Base #4208-1
	Machinery & Equipment	Milwaukee 4203 Heavy Duty Electromagnetic Drill Press,1-1/4"
	Machinery & Equipment	Milwaukee 4203 Heavy Duty Electromagnetic Drill Press,1-1/4"
840-00	Machinery & Equipment	Electric Pinch Rolls 66" - Shop Built
651-00	Machinery & Equipment	Air Receiver Tank (MD Compressors)
842-00	Machinery & Equipment	Compair Compressor 75 HP, Model 6075AH SN#C10A7212J5255
843-03	Machinery & Equipment	Compair Oil Water Separator, Model # Consep #4
884-00	Machinery & Equipment	2.5 HP Portable Compressor - Campbell Hangfeld
841-00	Machinery & Equipment	15 HP Champion 120 gal tank Compressor
824-00	Machinery & Equipment	Used 30 HP Atlas Copco Compressor 575/3/60
844-00	Machinery & Equipment	Used Pursteam Dryer 625 CFM
850-00	Machinery & Equipment	Used Yale GLC050DENUA083, 5000 lb Capacity Forklift SN# N546686
855-00	Machinery & Equipment	1994 Taylor TE250-S Yard Forklift, S/N #23398
	Machinery & Equipment	2007 Linde H3ST Forklift, S/N #9534191295
853-00	Machinery & Equipment	Skyjack Scissor 19ft Lift, Model SIII3219, SN# 258184
856-00	Machinery & Equipment	Snorkel Lift Model UNO 41G, SN# 9534191295
	Machinery & Equipment	Floor Weldment Bases - AFI W/O #11455
	Machinery & Equipment	Farm Plant Floor Weldment Bases - AFI W/O #12284
	Machinery & Equipment	Stands, Hores & Beds - AFI W/O #12726
860-00	Machinery & Equipment	Grayco Model #238-402 Paint Gun
861-00	Machinery & Equipment	Holiday Tester - Buckleys (Test Paint Thickness)
861-00	Machinery & Equipment	Holiday Tester Test Paint Thickness PCWI DC15
862-00	Machinery & Equipment	Respirator Pump for Painting
862-01	Machinery & Equipment	Respirator Pump and System
863-00	Machinery & Equipment	Grayco Paint Sprayer Air Assist: 10:1
864-00	Machinery & Equipment	Bulldog Painting System: Grayco 30:1
865-01	Machinery & Equipment	Grayco King Painting System: 56:1
866-01	Machinery & Equipment	AFI: Paint Booth & Exhaust System Job #1609,#5376,#5385
867-00	Machinery & Equipment	Holiday Tester, Elecometer 263, Test Paint Thickness)
868-00	Machinery & Equipment	AF 220V Industrial Solvent Recycler System
869-00	Machinery & Equipment	Paint Thickness Gauge, Positector 6000 FR52
869-01	Machinery & Equipment	Paint Thickness Gauge, Positector 6000 FR52
869-02	Machinery & Equipment	Paint Thickness Gauge, Positector 6000 FR52
870-01	Machinery & Equipment	Black & Decker Nibbler
871-00	Machinery & Equipment	Beveller 1-1/4" Cap - Heck Model 9000
	Machinery & Equipment	Torguewrench 3/4" Blue Point QJR 4600BB
	Machinery & Equipment	Model PL 80 Jack & Cylinder
	Machinery & Equipment	Vat-712 Mini Arm Type Air Tapping Unit & Magnetic Base
	Machinery & Equipment	Eagle 55 Pallet Truck - 27" x 48"
875-00	Machinery & Equipment	Oster Power Pipe Threading Machine SN# 502-KJ
878-00	Machinery & Equipment	Welding Turn Table 18" Diameter - Shop Built
879-00	Machinery & Equipment	Hydraulic "C" Punch c/w Power Pack
880-00	Machinery & Equipment	Fume Extractor - Suite Case Style
	Machinery & Equipment	Smoke Extractor - Single High Vacuum 12V Motor
	Machinery & Equipment	Smoke Extractor - Single High Vacuum 12V Motor
	Machinery & Equipment	Smoke Extractor - Single High Vacuum 12V Motor
881-00	Machinery & Equipment	Nederman Filtercart
882-00	Machinery & Equipment	Fred Junior Fume Extractor
	Machinery & Equipment	Portable Welder Fume Extractor c/w 15' Hose
	Machinery & Equipment	2 Smoke Extractors Single High Vacuum
	Machinery & Equipment	Smoke Gun RAB36KD
883-00	Machinery & Equipment	Belt Sander Hammond Model #VH-600-W
886-00	Machinery & Equipment	Model 900 2A Meta Lax Stress Relief System
886-01	Machinery & Equipment	Model 900 2A Meta Lax Stress Relief System
887-00	Machinery & Equipment	Transit Survey Equipment Geotec AL23 S/N #337988
888-00	Machinery & Equipment	Exhaust Fan / Blower/5HP Motor/Manual Starter
890-00	Machinery & Equipment	Flatbed Yard TractorTrailer: Earl Guild
890-01	Machinery & Equipment	Flatbed Yard TractorTrailer: Earl Guild
893-00	Machinery & Equipment	1974 Fruehauf Flatbed Yard Trailer
894-00	Machinery & Equipment	Flatbed Yard Trailer: Morrows
895-00	Machinery & Equipment	Flatbed Yard Trailer: Morrows
896-00	Machinery & Equipment	Van Trailer: Cedar Creek Developments
898-00	Machinery & Equipment	Shop Wagon
899-00	Machinery & Equipment	1979 4 Axle Platform B-Train Trailer S/N526PB2679
899-01	Machinery & Equipment	1979 4 Axle Platform B-Train Trailer S/N527P2379
899-02	Machinery & Equipment	1974 4 Axle Platform B-Train Trailer S/N97411012285007
899-03	Machinery & Equipment	1974 4 Axle Platform B-Train Trailer S/N67411012285003
	Machinery & Equipment	40' Flat Bed Trailer - Morrows
	Machinery & Equipment	40' 1995 JC Flat Bed Trailer - VIN #2J9R3A3E2K001118 - Grazier
	Machinery & Equipment	40' Titan Flat Bed Traller - VIN #2KPF1L59SH035023 -- Grazier

**Schedule 2.1(a) - Machinery and Equipment**

Asset number	Category	Description
	Machinery & Equipment	40' #8 Flat Bed Trailer - VIN #2S9PF4835LB015039 - D.A.C.
	Machinery & Equipment	T5C Snowblower 11HP / 28" Wide
	Machinery & Equipment	9 Workbenches
	Machinery & Equipment	Assorted Racking
	Machinery & Equipment	Extension & Step Ladders
	Machinery & Equipment	Air Powered Fan, 24" Blade Diameter
	Machinery & Equipment	Air Powered Fan, 24" Blade Diameter
	Machinery & Equipment	Shop Job Boxes AFI #2796
	Machinery & Equipment	10 Roller Stands
	Machinery & Equipment	2 Way Radio System / TRC 232 W/T
	Machinery & Equipment	Power Tool DX 462 CM DLX
	Machinery & Equipment	Remote Remtron Transmitter Model #21T23 for 25 Ton Crane (Spare)
301-00	Machinery & Equipment	Budget 2 Ton Hoist; SN# 220890
302-00	Machinery & Equipment	RW 2 Ton Hoist: 6269
303-00	Machinery & Equipment	Budget 1 Ton Hoist: SN# 8126
304-00	Machinery & Equipment	C.M. 1 Ton Hoist SN# LC024DT
305-00	Machinery & Equipment	Kito 1 Ton Hoist
306-00	Machinery & Equipment	Budget 1 Ton Electric Chain Hoist: 16 Ft Lift
307-00	Machinery & Equipment	Budget 1 Ton Hoist: SN# 7689
308-00	Machinery & Equipment	Budget Air 1 Ton Hoist SN# 902581
309-00	Machinery & Equipment	Lodestar 2 Ton Electric LP-S-1457-10H
310-00	Machinery & Equipment	Jet 2 Ton Electric Model 25 SN#294872001
311-00	Machinery & Equipment	C.M. 2 Ton Hoist SN# LR-S-1283-IE
313-00	Machinery & Equipment	Budget 1 Ton Hoist: SN# 7677
314-00	Machinery & Equipment	Budget 1 Ton Hoist: No Tags
316-00	Machinery & Equipment	C.M. 1 Ton Hoist SN# L-762DV
319-00	Machinery & Equipment	C.M. 1Ton Hoist SN# L-112DN
320-00	Machinery & Equipment	Budget 1 Ton Hoist SN# 7674 3/68
321-00	Machinery & Equipment	Budget 1 Ton Hoist: SN# 3356 9/74
322-00	Machinery & Equipment	Budget 1 Ton Hoist: SN# 16371 2/78
339-00	Machinery & Equipment	Budget 1 Ton Hoist
340-00	Machinery & Equipment	Budget 1 Ton 16' Lift Hoist SN# BEH26625
323-01	Machinery & Equipment	Remtron Remote Controls - for Dresser 20 Ton (South)
324-01	Machinery & Equipment	Remtron Remote Controls - for Dresser 20 Ton (North)
	Machinery & Equipment	Permanent Lifting Magnet c/w On/Off Switch SN #270-660
325-00	Machinery & Equipment	Vulcan 1/4 Ton Hoist: SN# V6560DPB
326-00	Machinery & Equipment	Budget SN# 16371 2/78 CW 1/2 Ton Gantry Crane ("A" Frame - AFI)
327-00	Machinery & Equipment	2 Ton Gantry Crane
329-00	Machinery & Equipment	C.M. 1 Ton SN# LH-5-4252-80
330-00	Machinery & Equipment	C.M. 1 Ton SN# 762-DV-1T
333-00	Machinery & Equipment	Shaw Box 1 Ton SN# 801696
334-00	Machinery & Equipment	1 Ton Jib (located Outside)
338-00	Machinery & Equipment	1 Ton Jib - No Tags
351-00	Machinery & Equipment	1 Ton Jib - No Tags
352-00	Machinery & Equipment	Budget 2 Ton Jib: SN# 220690
360-00	Machinery & Equipment	1 Ton Jib - No Tags
361-00	Machinery & Equipment	Yale 1 Ton Jib - SN# 880502
363-00	Machinery & Equipment	1 Ton Jib - No Tags
364-00	Machinery & Equipment	1 Ton Jib - No Tags
366-00	Machinery & Equipment	Tiger Chain Fall SN# 04194
368-00	Machinery & Equipment	Jet 1 1/2 Ton Puller
	Machinery & Equipment	1 Used 5 Ton 622 Chain Hoist
	Machinery & Equipment	1 Used 6 Ton 4120 Ser 640 5' Lift Puller
	Machinery & Equipment	Plate Clamp
	Machinery & Equipment	3-IPZ Lifting Clamp
	Machinery & Equipment	2 2 Ton Used Plate Clamps
	Machinery & Equipment	3 Ton Used Plate Clamp
	Machinery & Equipment	CH6 Plate Clamp
	Machinery & Equipment	2 Chain Slings
	Machinery & Equipment	Actek Hoist Rings - Crane Hooks
	Machinery & Equipment	Chain Slings
649-00	Machinery & Equipment	Crane Scale Chatillon DTW 20000 SN# 41414
	Machinery & Equipment	Permanent Lifting Magnet c/w On/Off Switch
	Machinery & Equipment	2 Permanent Lifting Magnet c/w On/Off Switch
	Machinery & Equipment	2 Lifting Magnets 910 Elm 300, 300 / 600 lbs
650-00	Machinery & Equipment	Simoniz Gas Pressure Washer
650-00	Machinery & Equipment	Simoniz Gas Pressure Washer Model #3200 PSI
652-00	Machinery & Equipment	Pneumatic Power Greaser (Small Unit)
652-01	Machinery & Equipment	Pneumatic Power Greaser (Small Unit)
652-02	Machinery & Equipment	Pneumatic Power Greaser (Small Unit)
11001	Machinery & Equipment	100 Gallon Fuel Tank
11002	Machinery & Equipment	Fuel Hand Pump
11156	Machinery & Equipment	1 48" x 48" G2EC Series Portable Floor Scale AM 5050
11242	Machinery & Equipment	1 Linde H45D/600 Lift Truck S/N H2X352N0084945
11157	Machinery & Equipment	2 Enerpac P-392 Manual Pumps
11158	Machinery & Equipment	3 Tormach Digital Height Gauges
11159	Machinery & Equipment	1 Mitutoyo 10" x 24" Anvil Outside Micrometer

**Schedule 2.1(a) - Machinery and Equipment**

<b>Asset number</b>	<b>Category</b>	<b>Description</b>
11160	Machinery & Equipment	2 6" Machinist Vices
11161	Machinery & Equipment	3 Hilco Industrial SBC F166 2 Ton 0-31mm Plate Grabs
11162	Machinery & Equipment	2 Acetylene Cutting Torches
11163	Machinery & Equipment	2 Gree Lee 16 Cubic Ft. Storage Boxes
11164	Machinery & Equipment	2 Full Size & Half Size Locker Doors
11165	Machinery & Equipment	6 Miller 24A Wire Feeder Q3015, DR Roll Kits
11166	Machinery & Equipment	6 Miller 247831005 Cable, Extension 24 Vac 14 Pin
11167	Machinery & Equipment	210 Welding Cable #1/0 30 Gauge 600V
11168	Machinery & Equipment	240 Inert Gas Hose Single 1/4" RH-14GH Black
11169	Machinery & Equipment	12 Lug Hammer 1/0 2/0 Cable L-22
11170	Machinery & Equipment	12 Nipple Inert Arc Fitting B-Size for 1/4" Hose
11171	Machinery & Equipment	12 Nut Inert Arc Fitting "B" RH Male 5/8-18 CGA-032
11172	Machinery & Equipment	6 Miller 24A Wire Feeder Q3015, DR Roll Kits
11173	Machinery & Equipment	6 Miller 247831005 Cable, Extension 24 Vac 14 Pin
11174	Machinery & Equipment	210 Welding Cable #1/0 30 Gauge 600V
11175	Machinery & Equipment	240 Inert Gas Hose Single 1/4" RH-14GH Black
11176	Machinery & Equipment	12 Lug Hammer 1/0 2/0 Cable L-22
11177	Machinery & Equipment	12 Nipple Inert Arc Fitting B-Size for 1/4" Hose
11178	Machinery & Equipment	12 Nut Inert Arc Fitting "B" RH Male 5/8-18 CGA-032
11179	Machinery & Equipment	10 4 Drawer Roller Cabinet
11181	Machinery & Equipment	2 Remotes for Cranes
11182	Machinery & Equipment	1 Gas Mixer and Guages
11243	Machinery & Equipment	1 20' Standard Shipping Container
11180	Machinery & Equipment	Storage Trailer (VIN #2R1B3T3CXH1004966)
11184	Machinery & Equipment	1 KITO Chain Hoist 1 Ton Capacity & Chain Container
11194	Machinery & Equipment	1 Used Chain Hoist, Chain Container & Push Trolley
11195	Machinery & Equipment	2 Jancy USA-5000 Magnetic Drills
11196	Machinery & Equipment	1 Lincoln Ideal Arc DC1000 Internal Circumferential Welder
11197	Machinery & Equipment	3 Miller Deltaweld 452 MIG Welders w/ Gullco GM-03-100
11198	Machinery & Equipment	1 Lincoln invertec STT II MIG Welder w/ Wire Feed, Cable & Gun
11199	Machinery & Equipment	1 Munck 10 Ton Double Girder Top Running Bridge Crane S/N 02-3131
11200	Machinery & Equipment	15 Electric Hoists 2 Ton
11201	Machinery & Equipment	1 Electric Hoist 1 Ton
11202	Machinery & Equipment	1 Material Cart
040-00 & 11189	Machinery & Equipment	Wheelabrator Blast Booth / Dust Collection System - AFI W/O's 03232-01 & 14102-01/-02
11190	Machinery & Equipment	1 Used Miller Deltaweld 451/60 w/ Feeder & 20FT Cables
11191	Machinery & Equipment	1 Used Miller Deltaweld 60 w/ Feeder & 20FT Cables
11192	Machinery & Equipment	2 Used Miller Deltaweld 651 w/ Feeder & 20FT Cables
11193	Machinery & Equipment	3 Used Miller Deltaweld 651 Powersource
11203	Machinery & Equipment	2 Floor Fitting Beds - AFI W/O 13840-01 (Self-Constructed Asset)
11188	Machinery & Equipment	Four Wheel Cylinder Hand Truck w/ Pneumatic Tires
11205	Machinery & Equipment	Natural Gas Generator 3 Phase 600 Volt 100KVA
11204	Machinery & Equipment	Quincy 50 HP Air Compressor, Bullard Ambient Air Pump & Air Dryer
11214	Machinery & Equipment	Lifting Beam - AFI W/O 13553-01 (Self-Constructed Asset)
11212	Machinery & Equipment	1 Clemco 23769 B/Mach Classic port, 6 cuft w/TLR300/Qtm
11206	Machinery & Equipment	1 Swivel Lifting Eye Bolt
11213	Machinery & Equipment	1 Used Grob Vertical Bandsaw
11216	Machinery & Equipment	1 Clemco 23769 B/Mach Classic port, 6 cuft w/TLR300/Qtm
11219	Machinery & Equipment	1 PowerLift Rare Earth Lift Magnet 650 lb. Capacity
11220	Machinery & Equipment	1 Lincoln Industrial 346P Lubrigun
11226	Machinery & Equipment	1 Morse 14" Metal Devil Dry Cut Saw
11244	Machinery & Equipment	2 Rippsnorter Metal Cutting Saw
11221	Machinery & Equipment	2 Crane Scales 6,000 lb. Capacity
11148	Machinery & Equipment	1 New 20' Standard Shipping Container Tan Colour
11149	Machinery & Equipment	1 Gun Wash Recycler URS200055
11227	Machinery & Equipment	1 Used Lincoln Classic Welder
11218	Machinery & Equipment	1 Right Angle Head VRA-NT 40
11217	Machinery & Equipment	1 24x36x4 Grade "B" O-Ledge Surface Plate
11228	Machinery & Equipment	1 Topcon Automatic Level AT-B4 24X Auto Level w/ Horizontal Circle
11229	Machinery & Equipment	1 Heavy-Duty Aluminum Tripod w/ Quick Clamp
11230	Machinery & Equipment	1 Tripod Floor Guide
11321	Machinery & Equipment	4 10" x 4" Forged Steel Rigid Castors w/ Sealed Ball Bearing
11150	Machinery & Equipment	3 IPU10 2 Ton 0-1-3/8" J Universal Eye Plate Clamp
11151	Machinery & Equipment	4 Crosby Model IPHTONZ 3.0 Ton Horizontal Plate Clamps
11152	Machinery & Equipment	4 Crosby Model IPHTONZ 6.0 Ton Horizontal Plate Clamps
11245	Machinery & Equipment	1 Miller 188035 Contactor, Def Prp 60A 3P 120Vac
11153	Machinery & Equipment	Welder Trailer for Lincoln Classic K2636-1
11222	Machinery & Equipment	1 Haco HSLX 3013 Hydraulic Shear S/N 69375
11246	Machinery & Equipment	3 Gentec Oxygen Regulator Single Stage 153 Series
11247	Machinery & Equipment	3 Gentec Acetylene Regulator Single Stage
11185	Machinery & Equipment	6 Bernard 400AMP Gun 15FT
11186	Machinery & Equipment	1 SR128-125 Magnescale Rod & Cable
11231	Machinery & Equipment	1 Magnetic Drill Press 1 1/4" Capacity
11294	Machinery & Equipment	4 40FT Fiberglass Extension Ladders
11296	Machinery & Equipment	2 6' x 80' Shade-8 Welding Curtains
11223	Machinery & Equipment	1 2012 Atlas Enclosed 6' x 12' Tandem Axle Cargo Trailer
11224	Machinery & Equipment	2 2012 Atlas Enclosed 6' x 12' Tandem Axle Cargo Trailer

**Schedule 2.1(a) - Machinery and Equipment**

Asset number	Category	Description
11319	Machinery & Equipment	1 Gullco 10LB Capacity Portable Electrode Oven 115V w/ Thermostat
11320	Machinery & Equipment	1 Gullco 50LB Capacity Portable Welding Rod Oven
11315	Machinery & Equipment	4 IPH10 Spring Loaded Plate Clamp 6 Ton 0-2 3/8
11316	Machinery & Equipment	4 IPH10 Spring Loaded Clamp 3.0 Ton 0-2 3/8
11317	Machinery & Equipment	5 IR Beam Clamp BC-5
11300	Machinery & Equipment	3 Husqvarna K760 14" Gas Cut Off Concrete Saws
11248	Machinery & Equipment	10 Interlake 48' x 44" Material Handling Racking Frames
11249	Machinery & Equipment	16 Interlake 8' Welded Beams
11250	Machinery & Equipment	16 Wire Mesh Decks
11295	Machinery & Equipment	2 Miller Delta-Fab MIG Runners
11251	Machinery & Equipment	15 Double Door Lockers
11332	Machinery & Equipment	Hang Test Beam - AFI W/O 14084-01
11327	Machinery & Equipment	Stands, Horses, Beds, Totes, Barrels, Chain Racks - AFI W/O #13752-01 & -02
11329	Machinery & Equipment	Floor Fitting Beds - AFI W/O 14107-01 & -02
11335	Machinery & Equipment	Assembly Area Racking - AFI W/O 14420-01 & -02
11325	Machinery & Equipment	Cabinets, Sink & Eye Wash Station for First Aid Portable Building - AFI W/O 14446-01
11337	Machinery & Equipment	8' x 20' Watertight Container for Oil Drums - AFI W/O 14507-01
11338	Machinery & Equipment	Nose Plate Welding Frames - AFI W/O 14510-01
12001	Machinery & Equipment	2 Crane Remotes for Middle Bay, North & South Shawbox Cranes
12004	Machinery & Equipment	Flux Holding Ovens 100LB Capacity
12029	Machinery & Equipment	Poulan Pro PP4218AVX 18-Inch 42cc 2-Cycle Gas-Powered Anti-Vibration Chain Saw
12007	Machinery & Equipment	1 Mitutoyo 513-403T, .0001" X .008" Horizontal Test Indicator Set
12005	Machinery & Equipment	1 TKZ901 Heavy Duty Steel Clamp, 4880 lb. 24" x 7"
12006	Machinery & Equipment	1 SurfTest SJ-210 Portable Surface Roughness Tester 0.75mN type
12043	Machinery & Equipment	4 Miller Delta-Fab MIGRunner Systems (#951 232) 230/460/575 V
12044	Machinery & Equipment	2 Miller Delta-Fab MIGRunner Systems (#951 232) 230/460/575 V
	Machinery & Equipment	Rubber Cutters - AFI W/O 14598-01
12039	Machinery & Equipment	New A-Frames on Site @ KAP 2 PCS
12040	Machinery & Equipment	2000 A-Frame (NDT Tested Fall 2011)
12041	Machinery & Equipment	Office Trailer (set up at Otto Holden)
12042	Machinery & Equipment	1 Hilti 8000 Pneumatic Dispenser
12062	Machinery & Equipment	1 Lincoln Electric Idealarc 250 Stick Welder
12045	Machinery & Equipment	1 ESAB Ultra-Line Portable Straight Line Cutter 2237262
12046	Machinery & Equipment	Kenwood Portable Radio Equipment
12047	Machinery & Equipment	2 Miller Delta-Fab MIGRunner Systems (#951 232) 230/460/575 V
11215	Machinery & Equipment	1980 Innocenti 48' Floor Boring Machine & Installation - AFI W/O 14100-01 & -02
11336	Machinery & Equipment	Barrels - AFI W/O 14486-01
11339	Machinery & Equipment	Steel Racking - AFI W/O 14512-01
12063	Machinery & Equipment	2 Honda EG5000C Generators S/N 100449 & 1004465
12077	Machinery & Equipment	1 New 20' Standard Shipping Container Tan Colour
12078	Machinery & Equipment	Kaeser CSD1005 Compressor, Purestream ACT600U Dryer & Enclosure-AFI W/O 14103-01
12080	Machinery & Equipment	80KW 600V Natural Gas Generator Backup for Engineering Office - AFI W/O 14525-02
12081	Machinery & Equipment	Paint Booth - AFI W/O 14101-01
12082	Machinery & Equipment	Plate Beveller - AFI W/O 14964-01
12088	Machinery & Equipment	1 New 20' Standard Shipping Container Tan Colour
	Machinery & Equipment	StructureScan Mini HR 3D System
12110	Machinery & Equipment	6 - BESSEY Regular Duty Steel Clamp 2660 LB, 16" x 5.5"
12111	Machinery & Equipment	6 - BESSEY Regular Duty Steel Clamp 2660 LB, 24" x 5.5"
12112	Machinery & Equipment	2 - Kelton Lever Type Hoists 3000 LBS Cap 5' Lift
12113	Machinery & Equipment	1 - MULTI-FLUTE ENDMILL 2X2X6 M42
12114	Machinery & Equipment	5 - Kelton Lever Type Hoists 3000 LBS Cap 5' Lift
12115	Machinery & Equipment	10 - BESSEY Regular Duty Steel Clamp 2660 LB, 24" x 5.5"
12116	Machinery & Equipment	10 - BESSEY Regular Duty Steel Clamp 2660 LB, 16" x 5.5"
12117	Machinery & Equipment	SE72-TS UNIT HEATERS # SHU0563CT & STELPRO 5KW 600V HEATER C/W THERMOSTAT
12169	Machinery & Equipment	3 - Victor ST 900C Series Hand Cutting Torches w/ 350 Regulators & 75 Ft Twin Hose Outfit
12118	Machinery & Equipment	1 - Miller Dialarc 250 AC/DC 230/460/575, 60 Hz Welding Machine
12119	Machinery & Equipment	1 - Miller Dialarc 250 AC/DC 230/460/575, 60 Hz Welding Machine
12120	Machinery & Equipment	4 - ISC3103318 F45NM D4. 0-07-1.50-R08
12121	Machinery & Equipment	1 - 2 x 2 x 8 8-FLUTE ROUGHING E/M
12122	Machinery & Equipment	1 - ISC3102739 EM F90AX D6.00-8-2.00-20
12123	Machinery & Equipment	1 - UNCERTIFIED DOLLY
12124	Machinery & Equipment	Steel Hoppers VES D33MD
12125	Machinery & Equipment	1 - New Lower Pump Tube For Graco Airless Pump
12126	Machinery & Equipment	1 - CD15 DISPENSER AND ANCILLARY EQUIPMENT
12128	Machinery & Equipment	1 - VERTEX VRA-NT40 RIGHT ANGLE HEAD
12129	Machinery & Equipment	2 - ANCHOR ADHESIVE PNEUMATIC DISPENSERS P 8000 SN 8371 & 8374
12130	Machinery & Equipment	4 - HILTI VACUUM PUMP VP-U-120V
12131	Machinery & Equipment	3 - SCN-TEP137 Jobox 48x24x28
12132	Machinery & Equipment	3 - SCN-TEP161 Jobox 48x31
	Machinery & Equipment	1 - CUT MASTER 152 #1-1730-5
12133	Machinery & Equipment	Fitting Beds - W/O 13751-01
12134	Machinery & Equipment	Fitting Beds - W/O 14481-01
12135	Machinery & Equipment	10 - CROSBY HR125 SWIVEL HOIST RING # 1016964
	Machinery & Equipment	1 - CUT MASTER 152 #1-1730-5
12136	Machinery & Equipment	4 - NE70-1600 Mag-Mate Magnets
12137	Machinery & Equipment	4 - L90 1.5 TON 20' LENGTH CHAIN HOIST CERT.
12138	Machinery & Equipment	2 - L90 1.5 TON 30' LENGTH CHAIN HOIST CERT.

**Schedule 2.1(a) - Machinery and Equipment**

Asset number	Category	Description
12140	Machinery & Equipment	2 - MM160 1.5 TON 10 FT LEVER PULLER
12141	Machinery & Equipment	2 - MM160 1.5 TON 15 FT LEVER PULLER
12142	Machinery & Equipment	2 - MM160 1.5 TON 20 FT LEVER PULLER
12139	Machinery & Equipment	1 - MIS-PSW1-2000 GRAND STAND WASHSTAND
12143	Machinery & Equipment	1 - Laser Range Meter PD 42 5N: 187110164
12144	Machinery & Equipment	1 - MIS-PSW1-2000 GRAND STAND WASHSTAND
12145	Machinery & Equipment	1 - 72" NON GRADUATED STRAIGHT EDGE
12146	Machinery & Equipment	1 - CROSBY G2130 - 85 TON SHACKLE / 3"
12147	Machinery & Equipment	1 - Gulco Item #10 B-20 Electrode Stabilizing Portable Oven
12148	Machinery & Equipment	1 - Gulco Item #350 Electrode Stabilizing Compact In-Shop Oven
12149	Machinery & Equipment	2 - L90X20 POLYESTER ROUND SLING 90,000 X 20 FT
12150	Machinery & Equipment	4 - PTS-NJ50-B123H23M-CE 123 Tri Block Certified
12151	Machinery & Equipment	1 - JET-719075 JTM-71850 TORQ MULTIPLIER
12152	Machinery & Equipment	2 - WOB-111104 WL400MH Wobble Light
12153	Machinery & Equipment	2 - Hitachi WR225A 7.5 Amp 3/4-Inch Electric Impact Wrenches
13001	Machinery & Equipment	1 - Backup Compressor & Air Dryer APQ
13002	Machinery & Equipment	1 - Vertical Tank 400 Gallon, 165psi
13003	Machinery & Equipment	1 - Theodolite Nikon NE-101 & Tripod Nedo Wood DC
13004	Machinery & Equipment	1 - 2013 Atlas Enclosed 6 x 12 Tandem Axle Cargo Trailer
13005	Machinery & Equipment	1 - 2013 Atlas Enclosed 6 x 12 Tandem Axle Cargo Trailer
13006	Machinery & Equipment	1 - Electrode Stabilizing Oven 115 Volt Gulco
13007	Machinery & Equipment	1 - Mixer, Mortar 6 cu. ft, Gas - Serial #: 182010054
13008	Machinery & Equipment	1 - Warrior 500i CVCC 380-575 3PH
13009	Machinery & Equipment	1 - Hougen Mag Drill Swivel
	Computer Hardware	Pentium 2GHZ, 2 SCSI 36GB HDD, 1024 SD Ram
	Computer Hardware	8 Port Hub
	Computer Hardware	APC Smart UPS 600 - IBC Computer
	Computer Hardware	Gigabit LAN Switch
	Computer Hardware	AMD 2800 Athlon, 3 1 Gig RM, 3 36 GB HDs, (Superbase Server)
	Computer Hardware	AMD 4200 Athlon, 4 1 Gig RM, 2 74 GB HDs, (Production Server)
	Computer Hardware	1 DLINK DGS-2335T-24-Port GIG Data Switch SN #F3682A1000058
	Computer Hardware	Domain ML350 G6 E5620 4GB F/S, 4 HP 300GB HDD, HP Tape Drive
	Computer Hardware	Legacy ML350 G6 E5620 4GB F/S, 3 HP 146GB HDD
	Computer Hardware	Exchange ML350 G6 E5620 4GB F/S, 3 HP 146GB HDD
	Computer Hardware	Data & Telephone Cabling for Engineering Trailer - Greb Tele-Data
	Computer Hardware	Data & Telephone Cabling for Engineering Trailer - Greb Tele-Data
	Computer Hardware	1 HP v1905-48 GB Switch JD994A
	Computer Hardware	1 WRLS N Bus Router - WRV54400N
	Computer Hardware	2550N HP Colour Network Printer
	Computer Hardware	Konica Minolta MC 4650EN Colour Network Printer SN #A00F011001345
	Computer Hardware	12 APC Battery Back-Ups
	Computer Hardware	DVD RW, DVD R Routers & Misc. Hardware
	Computer Hardware	Sonicwall Wireless Router & Setup / Installation
	Computer Hardware	Network Storage Device S/N D&H-80128449
	Computer Hardware	4 1000 GB Sata Hard Drives
	Computer Hardware	AMD 2600 Sempron, Win XP, 512 RM, 40GB HD, Acer 17" LCD Monitor
	Computer Hardware	HP LaserJet 1200 Printer
	Computer Hardware	APC Professional Surge Arrest
	Computer Hardware	AMD 2600 Sempron, Win XP, 512 RM, 40GB HD
	Computer Hardware	19" Samsung LCD Syncmaster
	Computer Hardware	APC Professional Surge Arrest
	Computer Hardware	Desktop Pentium 2.80 GHz, Acer AL1706 17" Screen System
	Computer Hardware	20" Viewsonic Black LCD Monitor S/N #ING-50287-11
	Computer Hardware	256 MB Video Card, 19" LCD Monitor, Win XP DVD RW Upgrade
	Computer Hardware	HP 4110 Printer / Fax Machine
	Computer Hardware	HP HC DesignJet 500 42in. Printer S/N #1160528
	Computer Hardware	HP 1020 Laser Printer
	Computer Hardware	AMD 2600 Sempron, Win XP, 512 RM, 40GB HD, Acer 17" LCD Monitor
	Computer Hardware	HP 1020 Laser Printer
	Computer Hardware	APC Professional Surge Arrest
	Computer Hardware	AMD 2600 Sempron, Win XP, 512 RM, 40GB HD, Acer 17" LCD Monitor
	Computer Hardware	DCXHP CLJ2550L Colour Laser
	Computer Hardware	DCHP CLJ25500 Colour Printer
	Computer Hardware	APC Professional Surge Arrest
	Computer Hardware	Dell Precision 360 P4 3.6GHz, 500Gb Hard Drive Desktop
	Computer Hardware	ASUS A7V400MX, 512 Ram Computer (Chris)
	Computer Hardware	Win XP & DVD RW Upgrade (Debbie)
	Computer Hardware	19" LCD Monitor
	Computer Hardware	Pentium 1800 MGHZ, 20GB HDD, 256 SD Ram (Jim)
	Computer Hardware	HP 7650 ScanJet Printer
	Computer Hardware	AMD 2600 Sempron, Win XP, 512 RM, 40GB HD
	Computer Hardware	New HDD Chris Edelman
	Computer Hardware	17" Acer Black LCD Monitor
	Computer Hardware	HP LaserJet 1200 Printer
	Computer Hardware	APC Professional Surge Arrest
	Computer Hardware	AMD 2600 Sempron, Win XP, 512 RM, 40GB HD, Acer 17" LCD Monitor
	Computer Hardware	HP 4P Laser Printer

**Schedule 2.1(a) - Machinery and Equipment**

Asset number	Category	Description
	Computer Hardware	HP 8740 640M 4GB EX909UT N/B, Dock Strn, 24" Viewsonic LCD
	Computer Hardware	HP LaserJet P1606D Printer
	Computer Hardware	HP 8740 640M 4GB EX909UT N/B, Dock Strn, 24" Viewsonic LCD
	Computer Hardware	ZIP-Thru 17" Notebook Case TBTO46CA
	Computer Hardware	Desktop Computer, 500 GB HD, 22" LCD Monitor
	Computer Hardware	HP Z400 CMT Xeon Desktop, Viewsonic 24" LCD Monitor
	Computer Hardware	Desktop Computer, 1000 GB HD, 24" LCD Monitor
	Computer Hardware	HP Z400 CMT Xeon W3520 FM06UT Desktop, Viewsonic 24" LCD Monitor
	Computer Hardware	HP Z400 CMT Xeon W3520 FM06UT Desktop, Viewsonic 24" LCD Monitor
	Computer Hardware	HP 5200TN LaserJet Q7545A Printer
	Computer Hardware	19" Flat Monitor Drafting - (Kevin)
	Computer Hardware	Desktop Computer, 80 GB HD
	Computer Hardware	19" LCD Monitor
	Computer Hardware	Win XP & DVD RW Upgrade
	Computer Hardware	1020 HP Laser Printer (Quality Office)
	Computer Hardware	Deil Inspiron 6000 Intel 1.5GHz/2MB Cash Laptop
	Computer Hardware	Asus Notebook R61 8919-Win SN #5PR-3267225
	Computer Hardware	Acer G215H Monitor; 750VA UPS
	Computer Hardware	Asus Notebook SN #5PR-3522732
	Computer Hardware	Acer V193W LCD Monitor c/w Starview 4 Port
	Computer Hardware	3 Backup UPS ES 650 - BE650G
	Computer Hardware	4 Backup UPS ES 650 - BE650G
	Computer Hardware	Asus Notebook SN #5PR-3513736
11053	Computer Hardware	Zip-Thru 17" Notebook Case
11252	Computer Hardware	HP EliteBook 8740W i7-640M
11260	Computer Hardware	HP 230W Advanced Docking Station
11261	Computer Hardware	Viewsonic VG2428wm LED 24" Monitor
11254	Computer Hardware	HP LE2001W 20" LCD Monitor
11255	Computer Hardware	HP Workstation z400 Xeon W3520
11256	Computer Hardware	HP Workstation z400 Xeon W3520
11257	Computer Hardware	6 HP 1GB DDR3 1333 ECC
11258	Computer Hardware	Viewsonic VG2428wm LED 24" Monitor
11259	Computer Hardware	Viewsonic VG2428wm LED 24" Monitor
11052	Computer Hardware	HP 6000P SFF 250/2GB
11253	Computer Hardware	HP 6000 Pro MT E7600
11051	Computer Hardware	HP Compaq Elite 8100 i5-650CMT
11108	Computer Hardware	HP Memory 2 GB DDR3-1333
11050	Computer Hardware	HP Compaq Elite 8100 i5-650CMT
11055	Computer Hardware	HP Compaq Elite 8100 i5-650CMT
11082	Computer Hardware	300 Feet of 2" Category-3 & 2" Category-6 Network Cables
11090	Computer Hardware	HP Compaq Elite 8100 i5-650CMT
11091	Computer Hardware	Viewsonic VG2436wm LED 24" Monitor
11092	Computer Hardware	HP Workstation z400 Xeon W3520
11093	Computer Hardware	Viewsonic VG2436wm LED 24" Monitor
11094	Computer Hardware	HP ZR2440w 21.5" Widescreen Monitor
11095	Computer Hardware	3 HP 1GB DDR3 Memory Cards
11054	Computer Hardware	Canon Pixma MP280 3-In-1 Printer
11086	Computer Hardware	HP EliteBook 8540P i7-640M
11087	Computer Hardware	MS Bluetooth Mouse 5000 69R-00007
11088	Computer Hardware	HP Pro Topload Case AT886AA
11089	Computer Hardware	Plustek MobileOffice Scanner
11096	Computer Hardware	HP Compaq Elite 8200 i5-2500
11097	Computer Hardware	Acer V193W LCD 19" Monitor
11100	Computer Hardware	Canon Pixma MP280 3-In-1 Printer
11101	Computer Hardware	HP 4 GB DDR3-1333 MHz Memory
11098	Computer Hardware	450 Feet of Category-3 & Category-6 Fiber Optic Cable
11083	Computer Hardware	Asus 19" Widescreen LED Monitor
11084	Computer Hardware	2 512MB DDR400 RAM Memory & 1 256MB DDR400 RAM Memory
11085	Computer Hardware	Creative A60 2.1 Speakers
11106	Computer Hardware	Viewsonic VG2436wm LED 24" Monitor
11107	Computer Hardware	Receptacles for Time Clock and Entrance Exit Lights
11102	Computer Hardware	Viewsonic VG2436wm LED 24" Monitor
11103	Computer Hardware	HP Compaq Elite 8200 i5-XZ804UT
11104	Computer Hardware	HP 500B Desktop XZ858UT & DVD+/-RW SATA
11105	Computer Hardware	Category-6 Cable for the Time Clock - Greb Tele-Data
11233	Computer Hardware	2 Time Clocks - Payworks
11099	Computer Hardware	HP Designjet 1050c Printer Refurbished
11056	Computer Hardware	HP EliteBook 8760W i7-2820QM & Docking Station
11057	Computer Hardware	Viewsonic VG2436wm 24" LED Monitor
11060	Computer Hardware	HP Compaq Elite 8200 SFF i3
11061	Computer Hardware	HP Compaq Elite 8200 SFF i3
11062	Computer Hardware	HP Compaq Elite 8200 SFF i3
11063	Computer Hardware	HP Workstation z400 - Xeon W3550 3.06 GHz
11064	Computer Hardware	HP Workstation z400 - Xeon W3550 3.06 GHz
11065	Computer Hardware	HP Workstation z400 - Xeon W3550 3.06 GHz
11066	Computer Hardware	HP EliteBook 8760W i7-2820QM & Docking Station
11067	Computer Hardware	HP EliteBook 8760W i7-2820QM & Docking Station

**Schedule 2.1(a) - Machinery and Equipment**

<b>Asset number</b>	<b>Category</b>	<b>Description</b>
11068	Computer Hardware	Viewsonic VG2436wm 24" LED Monitor
11069	Computer Hardware	Viewsonic VG2436wm 24" LED Monitor
11070	Computer Hardware	Viewsonic VG2436wm 24" LED Monitor
11071	Computer Hardware	Viewsonic VG2436wm 24" LED Monitor
11074	Computer Hardware	Viewsonic VG2436wm 24" LED Monitor
11075	Computer Hardware	Viewsonic VG2436wm 24" LED Monitor
11058	Computer Hardware	HP EliteBook 8760W i7-2620M & Docking Station
11059	Computer Hardware	Viewsonic VG2436wm 24" LED Monitor
11072	Computer Hardware	6 Microsoft Comfort Mouse 3000 5AJ-0005
11073	Computer Hardware	3 M5 Keyboard 4000 USB 7YH-00023
11079	Computer Hardware	HP OfficeJet 7500A Wide Format All-in-One Printer
11080	Computer Hardware	HP OfficeJet 7500A Wide Format All-in-One Printer
11081	Computer Hardware	Brother DCP-7065dn Laser Printer
11076	Computer Hardware	HP LA2206x 21.5" Monitor
11077	Computer Hardware	HP USB Keyboard and Mouse Bundle RC465AA
11078	Computer Hardware	HP ELITE 8560W i7-2630QM & Docking Station
11263	Computer Hardware	Samsung Phone System Expansion - Greb Tele-Data Inc.
11264	Computer Hardware	Data & Voice Cables for 2 New Offices
11355	Computer Hardware	HP ProCurve 2910AL-24G Switch
11356	Computer Hardware	HP ProCurve 2910AL-48G Switch
11357	Computer Hardware	HP ProCurve 2610-48-PWR
11358	Computer Hardware	HP Workstation z400 Xeon W3550 & HP 24" LED Monitor
11359	Computer Hardware	3 HP 2GB DDR3 & 1 HP Quadro 2000 1GB
11360	Computer Hardware	Microsoft Wireless Laser Mouse 3000
11361	Computer Hardware	6 HP Elite 8760W i7-2820QM & Docking Stations
11362	Computer Hardware	13 Microsoft Wireless Laser Mouse 3000
11363	Computer Hardware	6 HP Workstation z400 Xeon W3550 & 6 HP 24" LED Monitors
11364	Computer Hardware	18 HP 2GB DDR3
11365	Computer Hardware	6 HP Quadro 2000 1GB
12016	Computer Hardware	6 ViewSonic VG2436WM-LED 24-Inch Ergonomic LED Backlit Monitors
12013	Computer Hardware	SonicWALL TZ 210 Wireless-N
12032	Computer Hardware	3 HP EliteBook 8760w i7-2620M XU090UT & HP 230W Docking Stations
12034	Computer Hardware	2 HP Z400 Workstation Xeon W3550 3GB
12036	Computer Hardware	2 NVIDIA Quadro 2000 1GB Graphics Card
12037	Computer Hardware	3 HP Compaq 8200 Elite Desktop XZ973UT
12017	Computer Hardware	6 HP Professional Slim Top Load Cases AY530UT
12027	Computer Hardware	1 Logitech Wireless Keyboard & Mouse Combo MK520
12026	Computer Hardware	2 HP LaserJet Pro P1606DN Printers
12028	Computer Hardware	5 APC Back-UPS 350, 120V Battery Backup & Surge Protectors
12024	Computer Hardware	1 Canon MX410 Wireless All-In-One Printer
12025	Computer Hardware	1 Canon MX410 Wireless All-In-One Printer
12020	Computer Hardware	2 HP Professional Slim Top Load Cases AY530UT
12022	Computer Hardware	HP 4 GB (1x4GB) DDR3-1333 MHz ECC DIMM Memory
12033	Computer Hardware	3 HP Professional Slim Top Load Cases AY530UT
12035	Computer Hardware	6 HP 2GB 1333 MHz PC3 10600 DDR3 Desktop Memory
12048	Computer Hardware	2 Viewsonic VG2436wm LED 24" Monitors
12050	Computer Hardware	Install and Configure Microsoft Hyper-V Server 2008 R2
12052	Computer Hardware	HP Compaq Elite 8200 - Core i7 2600 3.4 GHz XZ971UT
12065	Computer Hardware	2 HP ZR2440W 24.1" LED Monitors
12067	Computer Hardware	2 HP Professional Slim Top Load Cases AY530UT
12066	Computer Hardware	2 HP EliteBook 8760w XU090UT & HP 230W VB043UT Docking Stations
12073	Computer Hardware	3 HP ZR2440W 24.1" LED Monitors XW477A8
12074	Computer Hardware	1 HP EliteBook 8760w B2A82UT 17.3" LED Notebook
12083	Computer Hardware	2 HP ProBook 6560b i5-4/500
12085	Computer Hardware	2 HP Compaq Elite 8200 SFF i7-2600
12089	Computer Hardware	1 HP EliteBook SFF i7-2600 A7K47UT
12090	Computer Hardware	1 HP 300GB 6G SAS 10K rpm SFF (2.5-inch) Dual Port Enterprise Hard Drive
12093	Computer Hardware	1 HP EliteBook 8470p B5P22UT 14.0" LED Notebook
12094	Computer Hardware	1 HP EliteBook 8760w XU088UT 17.3" LED Notebook
12096	Computer Hardware	2 HP Workstation Z420 - Xeon E5-1620 3.6 GHz & 2 HP 2GB (1x2GB) DDR3-1600 Memory
12100	Computer Hardware	2 HP ZR2440W 24.1" LED Monitors
12101	Computer Hardware	1 NVIDIA Quadro 2000 1GB Graphics Card
12102	Computer Hardware	1 NVIDIA Quadro 2000 1GB Graphics Card
12103	Computer Hardware	1 HP Compaq Elite 8300 Ultra-Slim Business PC
12103	Computer Hardware	10 Category-6 10' Cables
12103	Computer Hardware	1 D-Link DGS-105 5 Port Gigabit Switch
12105	Computer Hardware	1 HP ProBook 4540s i5-3210M B2D26UT
	Computer Hardware	USEFRE Invoice
	Computer Hardware	USEFRE Invoice
12158	Computer Hardware	3 - HP 460W CS Platinum Power Supply Kits
12159	Computer Hardware	2 - HP 500658-S21 Server Memory Modules - 4GB, PC3-10600, DDR3-1333MHz, CL9, ECC
13010	Computer Hardware	2 - HP 300GB SAS SFF 10K HDD
13011	Computer Hardware	1 - HP 300GB SAS SFF 10K HDD
13012	Computer Hardware	1 - 3Dconnexion SpacePilot PRO Computer Mouse
13013	Computer Hardware	1 - HP ProBook 4540s i5 4GB 15.6" Notebook
13015	Computer Hardware	1 - HP EliteBook 8770w C7A69UT 17.3" LED Notebook
13016	Computer Hardware	1 - HP ProLiant ML350p Gen8 E5-2620 1P 8GB-R P420i/S12 LFF 460W PS Server

**Schedule 2.1(a) - Machinery and Equipment**

Asset number	Category	Description
13017	Computer Hardware	1 - HP 4GB (1x4GB) Single Rank x4 PC3L-10600R (DDR3-1333)
13018	Computer Hardware	6 - HP 300GB 6G SAS 10K rpm SFF (2.5-inch) Dual Port Enterprise Hard Drive
13019	Computer Hardware	1 - HP 460W Power Supply
13021	Computer Hardware	1 - HP StoreEver LTO-5 Ultrium 3000 SAS Internal Tape Drive/S-Buy
13022	Computer Hardware	1 - HP P212/Zero Memory Smart Array Controller
13023	Computer Hardware	10 - HP LTO-5 Ultrium 3TB RW Data Cartridge
13024	Computer Hardware	2 - HP Ultrium Universal Cleaning Cartridge
13028	Computer Hardware	1 - HP ProBook 4540s i5 4GB 15.6" Notebook
	Computer Software	BusinessVision 32
	Computer Software	BusinessVision 32 LAN 5 Users
	Computer Software	Caseware
	Computer Software	General CADD Pro - Kevin's S/W
	Computer Software	2 Microsoft Office Pro
	Computer Software	8 Microsoft Office 2003 Small Business Less Rebates
	Computer Software	Project 2000 Pro @ 1
	Computer Software	Project 2003 Upgrade
	Computer Software	Superbase Application Developers Kit 2001 Upgrade
	Computer Software	Superbase Data Base Software
	Computer Software	VK Microsys: Mnfg System - Mnfg System
	Computer Software	VK Microsys: Mnfg System - Mnfg System
	Computer Software	VK Microsys: Mnfg System - Mnfg System
	Computer Software	General CADD Products - Computer Drawing Key
	Computer Software	General CADD Pro Software
	Computer Software	General CADD Pro Software Update
	Computer Software	General CADD Pro Software Update & Dongle
	Computer Software	Solidworks Premium 2010 Mechanical Design Software
	Computer Software	Adobe Acrobat Pro Version 7
	Computer Software	Adobe Acrobat Standard Version 7
	Computer Software	Adobe Acrobat Pro
	Computer Software	2 MS Office Small Business Software
	Computer Software	MS Office Small Business Software
	Computer Software	4 MS Office Small Business Software
	Computer Software	CCH T2 Plus Software
	Computer Software	Solidworks Premium Simulation Software - Javelin Technologies
	Computer Software	1 Office OEM 2010 Home & Business S/W
	Computer Software	Backup Exec 2010 Win SVR (Domain F/S) S/W
	Computer Software	Symantec Backup Exec WIN AGT 20056863 (Legacy F/S) S/W
	Computer Software	Backup Exec 2010 Win SVR (Exchange F/S) S/W
	Computer Software	Exchange Server 2010 Std 312-04181 E-mail App (Exchange F/S) S/W
	Computer Software	Primavera P6 Professional Project S/W - Oracle Canada
	Computer Software	2 Office OEM 2010 Home & Business S/W
	Computer Software	2 Adobe Acrobat Professional V9.0 Windows S/W
	Computer Software	2 Office OEM 2010 Home & Business S/W
	Computer Software	2 AutoCad Mechanical 2010 Seats
	Computer Software	3 AutoCad Mechanical 2011 Seats - Rand / Imaginit Technologies
	Computer Software	3 AutoCad Mechanical 2011 Subscriptions - Rand / Imaginit Technologies
	Computer Software	2 Live State Recovery Software Licenses
12049	Computer Software	1 Primavera P6 Professional Project Management Update License
	Computer Software	SonicWALL Global VPN Client License - 10 users
13020	Computer Software	1 - Microsoft Windows Server 2012 Standard - License - 2 Processor
13026	Computer Software	39 - Microsoft Windows Server 2012 - license
13027	Computer Software	39 - Microsoft Exchange Server 2013 Standard CAL - license
11049	Computer Software	2 MS Project 2010
11109	Computer Software	1 MS Project 2010
11110	Computer Software	2 MS Project 2010
11111	Computer Software	1 MS Office 2010 Home & Business
11112	Computer Software	1 MS Office 2010 Home & Business
11113	Computer Software	5 Autodesk Product Design Suite Standard 2012
11114	Computer Software	2 AutoCAD Mechanical 2011
11115	Computer Software	2 AutoCAD Mechanical 2011
11116	Computer Software	1 MS Project 2010 - Brian Barker
11117	Computer Software	1 MS Office 2010 Home & Business
11118	Computer Software	7 MS Office 2010 Home & Business
11119	Computer Software	1 Adobe Acrobat X Standard
11120	Computer Software	1 MS Office 2010 Home & Business
11121	Computer Software	1 MS Office 2010 Home & Business
11122	Computer Software	1 MS Office 2010 Home & Business
11123	Computer Software	3 MS Office 2010 Home & Business - 1 for Reg Cudmore
11141	Computer Software	40 Symantec Protection Suite Enterprise Edition for Endpoints
11234	Computer Software	1 MS Project Standard 2010
11235	Computer Software	1 MS Office 2010 Home & Business
11236	Computer Software	1 Adobe Acrobat X Pro
11237	Computer Software	3 MS Office 2010 Home & Business - Heather, Karsten, Brian
11238	Computer Software	1 MS Office 2010 Home & Business
11239	Computer Software	2 MS Office 2010 Home & Business
11265	Computer Software	1 MS Office & Business 2010
11266	Computer Software	1 Adobe Acrobat Professional V9.0 Windows



**Schedule 2.1(a) - Machinery and Equipment**

<b>Asset number</b>	<b>Category</b>	<b>Description</b>
11267	Computer Software	1 MS Office & Business 2010
11268	Computer Software	2 MS Office & Business 2010
11269	Computer Software	1 AutoCAD Mechanical 2011
11270	Computer Software	1 MS Office 2010 Home & Business
11366	Computer Software	1 MS Office 2010 Home & Business
11367	Computer Software	12 MS Office 2010 Home & Business
12008	Computer Software	3 SolidWorks 2012 Software Network
12018	Computer Software	2 Microsoft Project 2010
12019	Computer Software	4 Adobe Acrobat X Pro
12015	Computer Software	1 Adobe Acrobat X Suite
12030	Computer Software	3 SolidWorks 2012 Software Network
12031	Computer Software	9 Microsoft Office 2010 Home & Business
12051	Computer Software	3 Microsoft Project 2010
12070	Computer Software	5 SolidWorks Enterprise PDM 2012
12071	Computer Software	1 S-FRAME for Windows Enterprise 5 Node & S-STEEL for Windows 5 Node
12072	Computer Software	2 Microsoft Project 2010
12021	Computer Software	Microsoft P73-04982 Windows Server 2008 R2 Standard, OLP-NL
12068	Computer Software	1 Microsoft Office 2010 Home & Business
12069	Computer Software	2 Microsoft Office 2010 Home & Business
12086	Computer Software	2 Microsoft Project 2010
12087	Computer Software	3 SolidWorks 2012 Software Network
12092	Computer Software	3 Microsoft 2010 Home & Business
12095	Computer Software	1 Microsoft 2010 Home & Business
12097	Computer Software	20 Symantec Endpoint Protection
12098	Computer Software	20 Symantec Endpoint Protection
12099	Computer Software	2 Microsoft 2010 Home & Business
12104	Computer Software	2 Microsoft 2010 Home & Business
12106	Computer Software	2 Microsoft 2010 Home & Business
12107	Computer Software	3 SolidWorks 2012 Software Network
12108	Computer Software	3 SolidWorks Enterprise PDM 2012
12109	Computer Software	2 Microsoft 2010 Home & Business
	Computer Software	USEFRE Invoice
	Computer Software	28 Symantec Pro Suite Enterprise
12160	Computer Software	1 - Seagate File Recovery for Windows
13029	Computer Software	1 - Microsoft Office 2013 Home & Business
13025	Computer Software	1 - Symantec Backup Exec 2012
13014	Computer Software	2 - Microsoft Office 2013 Home & Business
	Office Equipment	Metropolis U Shape Furniture - Office 106
	Office Equipment	Metropolis U Shape Furniture - Office 106
	Office Equipment	Blueprint Storage Cabinet - Office 106
	Office Equipment	Metropolis Series Extended Corner U Shape Furniture - Office 107
	Office Equipment	Metropolis Series Double Pedestal Furniture - Office 120
	Office Equipment	3 Large Drawer Wooden Desk c/w Chair
	Office Equipment	Reception Station & Installation
	Office Equipment	Reception Storage Unit & Installation
	Office Equipment	Electrical for Reception, Starter / Connector Harness, Power Pole Kits
	Office Equipment	8 Boardroom Chairs, 8 Office / Guest Chairs
	Office Equipment	Race Track Shaped 120" x 48" Boardroom Table
	Office Equipment	Sanyo Stainless Steel Mini Fridge - Boardroom
	Office Equipment	Stainless Steel Microwave - Boardroom
	Office Equipment	Prima LC27U16 Flat Screen Television
	Office Equipment	Zenith ZDV-512 DVD Recorder
	Office Equipment	19 Levolor 2" Riviera Aluminum Blinds - Supply & Install
	Office Equipment	Shop Air Conditioner
	Office Equipment	Mita DC 2355 Photo Copier - Maintenance Trailers
	Office Equipment	Kypcera Mita KM-4035 Digital Photocopier SN #AJL33 004524
	Office Equipment	Aficio Blue Print Copier Model #Mp W2400
	Office Equipment	Okifax 5400 Plain Paper Fax S/N #101C1026388
	Office Equipment	Alliance Security System: PC 5010 Pan W/P 5500
	Office Equipment	Alliance Security System: Sharpshooter Motion Sensor
	Office Equipment	Alliance Security System: Optax Beams & Door Contacts
	Office Equipment	Alliance Security System & Installation
	Office Equipment	AFI Signs - Wayne Howden
	Office Equipment	TR-PIX3000 Time Clock Recorder
	Office Equipment	Canon PS S200 Digital Camera - Gate Site Photos
	Office Equipment	Canon ES-90 Camcorder
	Office Equipment	Samsung T130 Tri-Mode Digital Telephone
	Office Equipment	Comdial DSUII 1032 Key Phone System with 12 Sets
	Office Equipment	10 Sanyo 7300 Digital Phones
	Office Equipment	Used 5 Drawer Lateral 42" Wide Filing Cabinet
	Office Equipment	4 Used Steel Filing Cabinets
	Office Equipment	Green Filing Cabinets
	Office Equipment	4 Drawer Filing Cabinet
	Office Equipment	2 5-Drawer Filing Cabinet
	Office Equipment	Fireproof Legal Size Filing Cabinet
	Office Equipment	3 Horizontal Filing Cabinets
	Office Equipment	20 Charcoal 5 Drawer Lateral c/w Posting Shelves Filing Cabinets

**Schedule 2.1(a) - Machinery and Equipment**

<b>Asset number</b>	<b>Category</b>	<b>Description</b>
	Office Equipment	12 Used Full Door Lockers 72" x 12" x 15" for Shop
	Office Equipment	Used Grey 2 Drawer Legal Filing Cabinet
	Office Equipment	New Star 5C79-7236 Lower 2 Drawer Storage Cabinet
	Office Equipment	Used 36" x 72" Cognac Finish Deck
	Office Equipment	New 30" Cognac Key Guard Tray
	Office Equipment	4 New Manager Black Leather Tilt Chairs
	Office Equipment	9 Used Grey 60" x 60" Panels
	Office Equipment	8 Used Grey 36" x 60" Panels
	Office Equipment	2 New Novalam 60" x 30" Left Hand Computer Desks
	Office Equipment	2 New Novalam 60" x 30" Left Hand Computer Desks
	Office Equipment	2 New Novalam 60" x 30" Right Hand Computer Desks
	Office Equipment	2 New Novalam 60" x 30" Right Hand Computer Desks
	Office Equipment	1 New Novalam S3620 LF Cognac 2 Drawer Lateral File
	Office Equipment	2 New Novalam S7212 BC Allii Material Cognac
	Office Equipment	Intensive Use Chair - Staples
	Office Equipment	2 New Novalam SDP 7236 BF/BF Cognac Desks
	Office Equipment	2 New Novalam SDP 6030 BF/BF Cognac Desks
	Office Equipment	3 Black Guest Charis c/w Arms MVL2782 - Corporate Express
	Office Equipment	2 Black Executive Chairs, Mesh Back ST13160 - Corporate Express
	Office Equipment	3 Black Operator Chairs, Angle Adjustments OTG11631B - Corporate Express
	Office Equipment	1 New Novalam 2 Drawer Lateral Filing Cabinet - Peppers
	Office Equipment	2 New Novalam All 1" Material Desks - Peppers
	Office Equipment	1 New LDF 7-3060 Reference Table - Peppers
	Office Equipment	1 30" x 105-7/8" Backlit Awning Sign - Brooks Signs
11000	Office Equipment	1 New LDF 7-2460 Cognac Top Tables
11003	Office Equipment	2 Black Leather Guest Chairs
11004	Office Equipment	2 New Black Novalam 6030 BF/BF Cognac Desks
11005	Office Equipment	1 Used Lateral Desk w/ Top
11006	Office Equipment	2 OB Faux Leather Manager Chairs
11007	Office Equipment	2 Folding Walnut Tables 30" x 72"
11008	Office Equipment	1 S3620LE Cognac Two Drawer Lateral File
11009	Office Equipment	1 New SSP7220RBF Cognac Credenza
11010	Office Equipment	1 New S7236HTD Cognac Hutch
11011	Office Equipment	1 New SDP7236BF/BF Cognac Desk
11012	Office Equipment	2 New LDF 7-2460 Cognac Top Reference Tables
11014	Office Equipment	10 - 24" Hanging File Clamps
11015	Office Equipment	1 Leather Manager Chair
11013	Office Equipment	2 Charcoal Filing Cabinets
11024	Office Equipment	1 DC Mobile Stand w/ 12 Brackets
11042	Office Equipment	10 Black Stacking Chairs
11288	Office Equipment	2 5-Drawer Lateral Filing Cabinets
11289	Office Equipment	1 5-Drawer Lateral Filing Cabinet
11290	Office Equipment	Boardroom Table, Chairs and Cabinet
11291	Office Equipment	1 Desk and 2-Drawer Filing Cabinet
11292	Office Equipment	2 Lockers
11271	Office Equipment	1 Life Fitness 9500HR Next Generation Treadmill
11272	Office Equipment	1 Life Fitness 9500HRR Rear Drive Crosstrainer
11273	Office Equipment	1 Life Fitness 9500RHR Dove Tail Recumbent Bike
11274	Office Equipment	1 Keystone Custom #3018 Functional Trainer
11275	Office Equipment	1 Keystone Custom #2000 Lat Pulldown/Low Row Machine
11276	Office Equipment	1 Keystone Custom #1163 Power Cage
11278	Office Equipment	1 Keystone Custom #135w Adjustable Bench (Decline) w/ Wheels
11279	Office Equipment	1 Keystone Custom #1065w Adjustable Bench w/ Wheels
11280	Office Equipment	1 Keystone Custom #1060 Flat Bench
11281	Office Equipment	1 Keystone Custom #854 2-Tier Dumbbell Rack
11282	Office Equipment	970 TKO Rubber Pro Dumbbells 5-50, 60, 70, 80lbs.
11283	Office Equipment	23 3/8" Classic Supreme Rubber Flooring 4x6 - 552 sq. ft.
11284	Office Equipment	1 York 7" Steel Olympic Bar
11285	Office Equipment	650 Troy Rubber Pro Barbell Set 20-110lbs.
11286	Office Equipment	1 Keystone Custom #870 10-Pair Barbell Rack
11287	Office Equipment	300 Troy Rubber Olympic Plates
11277	Office Equipment	1 BOSU Balance Trainer
11027	Office Equipment	1 Black Mesh Back Chair
11018	Office Equipment	1 72" x 36" Cognac Desk
11019	Office Equipment	1 66" x 24" Cognac Credenza
11020	Office Equipment	1 66" x 37" Cognac Hutch
11021	Office Equipment	1 64" x 19" Tack Board
11022	Office Equipment	2 66" x 36" Cognac Lateral Storage Cabinets
11023	Office Equipment	1 AC28 Cognac Keyboard Pull-out Shelf
11025	Office Equipment	1 72" Cognac Bookcase
11026	Office Equipment	1 72" x 36" Cognac Desk
11028	Office Equipment	1 18.2CF Fridge
11029	Office Equipment	1 Kyocera Mita KM 3035 Digital Photocopier
11043	Office Equipment	1 Konica Minolta Bizhub 161F Multifunctional
11031	Office Equipment	1 DC Mobile Stand w/ 12 Brackets
11039	Office Equipment	Professional Pipe Inspection Camera System
11032	Office Equipment	2 Novalam 72" Cognac Bookcases

**Schedule 2.1(a) - Machinery and Equipment**

<b>Asset number</b>	<b>Category</b>	<b>Description</b>
11033	Office Equipment	1 Novaliam 72" x 36" Cognac Desk
11034	Office Equipment	1 DSI Industries 72" x 36" Cognac Desk
11035	Office Equipment	1 28" Cognac Keyboard Pull-out Shelf
11036	Office Equipment	1 Used 30" x 60" Cognac Desk
11037	Office Equipment	1 Black Mesh Back Chair
11038	Office Equipment	2 Black Mesh Back Chairs
11016	Office Equipment	1 Samsung Officeserv 7400 Telephone System w/ 4-Port Voicemail
11017	Office Equipment	40 Samsung Falcon 28 Button Display Sets
11293	Office Equipment	Phone Cable - Greb Tele-Data Inc.
11044	Office Equipment	1 LFC R2182R Credenza
11045	Office Equipment	1 LFC R2107 File Cabinet
11046	Office Equipment	1 LFC R2144 Hutch
11040	Office Equipment	4 Marvel Ashmont Black Leather Guest Chairs
11041	Office Equipment	Keypad, Zone Expander, 5 Door Contacts - Alliance Security Systems
11030	Office Equipment	1 Aficio MP W3601 Wide Format Digital Imaging System
11138	Office Equipment	3 Black Leather Guest Chairs
11139	Office Equipment	1 Mesh Black Task Chair
11232	Office Equipment	1 Kyocera Mita KM3035 Digital Photocopier S/N AJK3 082078
11135	Office Equipment	1 Custom File Cabinet
11047	Office Equipment	1 GE 12CF Reverse Opening Fridge
11048	Office Equipment	2 GE 1.1CF Countertop Microwaves
11126	Office Equipment	2 Novaliam S7236 Cognac Bookcases
11127	Office Equipment	3 28" Cognac Keyboard Pull-out Shelves
11136	Office Equipment	8 Faux Leather Manager Chairs
11128	Office Equipment	2 Novaliam 72" x 36" BF/BF Cognac Desks
11129	Office Equipment	2 LDF 7-2460 Cognac Top Reference Tables
11130	Office Equipment	1 DSI Industries ST661537 HT/HD Cognac Hutch
11131	Office Equipment	1 DSI Industries ST6624 Cognac Credenza
11132	Office Equipment	1 DSI Industries ST7236 Cognac Desk
11133	Office Equipment	1 DSI Industries ST362066 LF/SC Cognac Storage
11137	Office Equipment	2 Faux Leather Manager Chairs
11154	Office Equipment	1 OSP 75-47A773 Big and Tall Air Grid Chair
11308	Office Equipment	2 Novaliam 28" Cognac Keyboard Pull-out Shelves
11301	Office Equipment	1 Used 30" x 60" Desk
11302	Office Equipment	1 Used 30" x 60" Reference Table
11303	Office Equipment	2 New 30" x 60" Desks
11304	Office Equipment	2 Used 72" x 77" Bookcases
11305	Office Equipment	1 Used 4-Drawer Lateral File Cabinet
11306	Office Equipment	5 New Blue Fabric High-Back Office Chairs
11318	Office Equipment	1 Plantronics CS55 Wireless Hands-Free Headset
11368	Office Equipment	Office Furniture - Infinity Asset Solutions
11134	Office Equipment	1 Tayco T-FCSL-3621 Auburn Brushed Nickel Cabinet
11140	Office Equipment	1 Shredder GS9208 Strlpcut
11124	Office Equipment	1 12' Racetrack Boardroom Table in Cognac
11125	Office Equipment	12 AP122 Highback Boardroom Chairs in Black Leather
11307	Office Equipment	10 Reupholstered Black Vinyl Stacking Side Chairs
11240	Office Equipment	1 GE 20Cf Top Mount Fridge
11241	Office Equipment	1 GE 1.1CF Countertop Microwave
11309	Office Equipment	6 LDF 7-2460 Cognac Reference Tables
11310	Office Equipment	5 LDF 7-2460 Black Reference Tables
11311	Office Equipment	6 Novaliam S7212 Bookcases
11312	Office Equipment	2 Novaliam S7212 Cognac Bookcases
11313	Office Equipment	2 Novaliam S7236 Desks
11314	Office Equipment	4 Novaliam S7236 Cognac Desks
11297	Office Equipment	1 Aficio MP W3601 Printer & Scanner
11298	Office Equipment	1 Aficio MP C3001 Printer, Cabinet & Power Protector
11299	Office Equipment	1 Aficio SP 6330N Printer & Duplex Unit
11341	Office Equipment	2 New Cognac Desks 72" x 36"
11342	Office Equipment	2 New Cognac Top Reference Tables
11343	Office Equipment	1 Used Grey 2-Door Filing Cabinet
11262	Office Equipment	Phone Cable - Greb Tele-Data Inc.
12053	Office Equipment	12 SOBO Heavy Duty Locks SP5A-80
12011	Office Equipment	1 Ricoh Aficio Paper Feed Unit PB3090
12010	Office Equipment	1 BlackBerry Bold 9790
12054	Office Equipment	4 OTG11631B MB Operator Chairs
12014	Office Equipment	InFocus IN2116 DLP Projector In2116 & Universal Mount
12009	Office Equipment	3 HON HVL521 Mid-Back Mesh Work Chairs
12012	Office Equipment	1 Ricoh 256MB G Memory Unit Type G
12055	Office Equipment	3 Nikon CoolPix AW100 Black 16MP Digital Underwater Cameras
12056	Office Equipment	2 Novaliam SDP 60 x 30 BF/BF Black Desks
12057	Office Equipment	2 Novaliam SDP 72 x 36 BF/BF Cognac Desks
12058	Office Equipment	2 Novaliam 7212BC Cognac Bookcases
12059	Office Equipment	1 Novaliam SSP7220 RBF Cognac Credenza
12060	Office Equipment	1 Novaliam S7236HTD Cognac Hutch
12073	Office Equipment	2 Novaliam 7212BC Cognac Bookcases
12074	Office Equipment	1 Novaliam SDP72x36 BF/BF Cognac Desk
12161	Office Equipment	Voice Cable In Lunch Room & Exercise Room & Polycom in Board Room

**Schedule 2.1(a) - Machinery and Equipment**

Asset number	Category	Description
12162	Office Equipment	Samsung 28-Button Set
12163	Office Equipment	Supply & Install 28-Button Set in Main Office & Samsung IP Set & Polycom in Engineering
12164	Office Equipment	Supply & Install 3-CAT6 Data Cables & 3-CAT5E Voice Cables In Engineering
12165	Office Equipment	Supply & Install 2 Data Cables & Relocate Existing For New Time Clocks
12166	Office Equipment	Supply & Install 1-25 Pair Cable From Main Office To Next Unit
12167	Office Equipment	Supply & Install Voice Cable First Aid Room & Voice Cable & Data Cables In Office
12168	Office Equipment	Install 6 Strand Outdoor Fiber Optic Cable From Main Office To Engineering
	Leaseholds	Replace Main Gates - AFI Job #8646
	Leaseholds	NRB Series 4000 Modular Building - 90%
	Leaseholds	NRB Series 4000 Modular Building - Balance & Adjustments
	Leaseholds	Lighted Sign above Vestibule 30" x 106" x 106" x 18"
	Leaseholds	Wallpaper - Supply & Install - Office Building
	Leaseholds	Paint & Wallpaper - Supply & Install - Office Building
	Leaseholds	AFI Work Order #8404 - Supply & Install Material Cost & Permits
	Leaseholds	AFI Work Order #8404 - Internal AFI Labour
	Leaseholds	Foreman's Office & Mezzanine - AFI Work Order #9458
	Leaseholds	Magnesium Ductwork Exterior Exhaust - AFI Work Order #9672
	Leaseholds	Rebuild 25 Ton Crane: AFI Job #9227
	Leaseholds	Exhaust Fan & Ductwork for Crawlspace Ventilation: NRB
11183	Leaseholds	1 XLERATOR XL-BW Hand Dryer
11207	Leaseholds	4' x 6' Main Gate with Barb Wire
11208	Leaseholds	220' of 2" 9 Gauge 6' High Galvanized Chain Link Fence w/ Barb Wire
11155	Leaseholds	30 Parking Lot Bumper Blocks
11211	Leaseholds	Fitness Center & Washrooms - AFI W/O 14106-01 & 14106-02
11210	Leaseholds	Lunchroom - AFI W/O 14105-01
11322	Leaseholds	Main Office Renovation - AFI W/O 14110-01 & -02
11324	Leaseholds	Plant Renovation - AFI W/O's 14113-01 & -02, 14114-01 & -02, 14115-01 & -02, 14116-01 & -02, 14118-01 & -02, 14508-01
11209	Leaseholds	Production Offices - AFI W/O 14104-01 & -02
11323	Leaseholds	Project Management Offices - AFI W/O 14111-01 & -02
11334	Leaseholds	Quality Control Office - AFI W/O 14117-01
11333	Leaseholds	Stockroom - AFI W/O 14112-01
12061	Leaseholds	Supply & Install Two Rolling Mini-Shutters, Royal Blue Colour
12023	Leaseholds	40" x 96" Aluminum Sign for AFI Hydro w/ Artwork as Approved
12076	Leaseholds	New Openings - Compressor Room
11334	Leaseholds	Engineering Office (Adams St.) - AFI W/O 14525-01
12079	Leaseholds	Modify Overhead Crane from 20 Ton to 25 Ton Capacity - AFI W/O 14120-01
12091	Leaseholds	Modify Bay 2 Overhead Crane from 20 Ton to 25 Ton Capacity - AFI W/O 14965-01

**Schedule 2.1(b) - Vehicles**

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<b>Asset number</b>	<b>Description</b>
	101 x 20 Deck Over Trailer: 5 Ton Hydraulic Brake SN#2CPUSG2J57A008638
	2007 GMC C4500 Regular Cab (White) - VIN #1GDE4C1947F421294
	Aluminum Deck: 2007 GMC C4500 Regular Cab (White)
	2009 Dodge Ram 1500 SLT Crew Cab (Black) - VIN #1D3HV13T59S754925
11142	2011 Dodge Ram 1500 Crew Cab (Black) - VIN #1D7RV1GT7BS600607
11143	2011 Chevrolet Silverado 3500 (Blue) - VIN #1GC4KZC84BF146855
11144	2008 Chevrolet Avalanche 1500 (Grey) - VIN #3GNFK12338G265382
11344	2003 Dodge 1500 Quad Cab (Silver) - VIN #1D7HU18D93S349886
11145	2011 Chevrolet Silverado 2500 (Black) - VIN #1GC2KXC84BZ443571
11146	2011 Chevrolet Silverado 1500 (Black) - VIN #3GCPKSE32BG364636
12038	2011 Chevrolet Silverado 1500 (White) - VIN #3GCPKPE32BG390568
12061	2005 Chevrolet Silverado (White) - VIN #1GCHK29265E104953
12170	2007 Dodge Ram 1500 (Black) VIN #1D7HV182675156048
12156	2006 Dodge Ram 1500 (Blue) VIN #1D7HU18256J222822
12154	2005 Dodge Ram 1500 (Black) VIN #1D7HU18D05S153175
12157	2007 GMC Sierra (Blue) VIN #2GTEK13C271677318

**Schedule 2.1(c) - Inventories**

**Work In progress ("WIP") Inventory**

<b>Project</b>	<b>Type</b>	<b>Description</b>
FORREST KERR - INTAKE GATE	SUPPLY	INSTALLATION AND COMMISSIONING
MCLYMONT CREEK - INTAKE GATE	SUPPLY	INTAKE GATE
MCLYMONT CREEK - INTAKE GATE	SUPPLY	INTAKE GATE EMBEDS
MCLYMONT CREEK - INTAKE GATE	SUPPLY	INTAKE GATE HOIST
MCLYMONT CREEK - INTAKE GATE	SUPPLY	INTAKE COARSE TRASHRACKS
MCLYMONT CREEK - INTAKE GATE	SUPPLY	INTAKE FINE TRASHRACKS
MCLYMONT CREEK - INTAKE GATE	SUPPLY	RADIAL GATE MAIN WELDMENT
MCLYMONT CREEK - INTAKE GATE	SUPPLY	RADIAL GATE TRUNNION AND ARMS
MCLYMONT CREEK - INTAKE GATE	SUPPLY	RADIAL GATE EMBEDS
MCLYMONT CREEK - INTAKE GATE	SUPPLY	RADIAL GATE HOIST
MCLYMONT CREEK - INTAKE GATE	SUPPLY	RADIAL GATE HOIST FRAME
MCLYMONT CREEK - INTAKE GATE	SUPPLY	HYDRAULIC SLIDE GATES
MCLYMONT CREEK - INTAKE GATE	SUPPLY	FREIGHT TO MCLYMONT CREEK
MCVITTIE - MISC GATES	INSTALL	EPSCA
MCVITTIE - MISC GATES	INSTALL	M.SULLIVAN & SON EPSCA TRAVEL
ALEXANDER - 2013 HEAD GATE	INSTALL	HEADGATE INSTALLATION
THOMAS LOW GS - INTAKE SLIDE GATES	SUPPLY	R & D RELATED HOURS
OTTO HOLDEN - SLUICE GATE 2014	SUPPLY	SLUICE GATE BAY #2
OTTO HOLDEN - SLUICE GATE 2014	SUPPLY	SLUICE GATE EMBEDS
OTTO HOLDEN - SLUICE GATE 2014	SUPPLY	SCREW POT REFURBISHMENT
WESTPORT - GATE/FRAME	SUPPLY	GATE/FRAME
WESTPORT - GATE/FRAME	INSTALL	INSTALLATION
BARRETT CHUTE - G1, G2	INSTALL	FOUR 10" MONDEL DC BRAKES FOR G1 AND G2
THOMAS LOW GS - INTAKE SLIDE GATES	INSTALL	INSTALLATION
GIBSON LAKE - STOP LOGS	SUPPLY	DIVERSION STOP LOGS
OTTO HOLDEN - SLUICE GATE 2014	INSTALL	SLUICE GATE INSTALLATION

Schedule 2.1(c) - Inventories

Inventory - Installation Trailer Supplies

Category	Count	Description
Rigging	3	1 1/2 ton manual chain hoist(10ft)
Rigging	1	snatch block (4ton)
Rigging	1	Snatch Blocks
Rigging	4	Trifor Lifting and Pulling Machine
Site Supplies	1	12 ft extension ladder
Site Supplies	1	20 lbs fire extinguisher
Site Supplies	1	4ft step ladder
Site Supplies	1	6" bench vice
Site Supplies	2	750lb beam life line
Site Supplies	1	8ft stepladder
Site Supplies	1	blue job box
Site Supplies	1	blue low job box
Site Supplies	1	blue steel tool chest
Site Supplies	1	checker plated job/tool box
Site Supplies	5	electric heater (5000W)
Site Supplies	2	filling cabinet
Site Supplies	4	fridge
Site Supplies	3	hand wash station
Site Supplies	5	Job Box(tall)
Site Supplies	1	power box
Site Supplies	8	radios
Site Supplies	2	Wobble light
Site Supplies	2	Yellow job box
Small Tools	2	3/4" socket set(17 piece)
Tools	1	1 3/16" reamer
Tools	1	1" air hose
Tools	1	1/2" Hitachi impact gun
Tools	1	1/2" milwaukee Impact gun
Tools	1	12volt "gas boy" pump(fill-rite)
Tools	15	3/4" turnbuckle
Tools	1	5/8" drill motor
Tools	1	6" water hose with camlock(25ft)
Tools	4	core drill stands
Tools	1	CST Berger Transit
Tools	1	Dewalt 1/2" drill motor
Tools	1	Dewalt 1/2" impact gun
Tools	1	GSSI Scanner
Tools	2	Hiltl air epoxy gun
Tools	1	Hiltl double-barrel air-powered epoxy gun
Tools	1	Hiltl hammer drill TE70-ATE
Tools	1	Hiltl Nail Gun
Tools	1	Karcher pressure washer
Tools	1	large rod oven
Tools	1	Milwaukee 1/2" Impact gun
Tools	1	Miss Lilly pumping unit
Tools	1	Nikon NE-101 Series
Tools	1	pirometer
Tools	1	pump jack(hydraulic floor)
Tools	1	red king air compressor
Tools	1	straight edge (machined)
Tools	1	straight edge
Weld Supplies	1	Gullco Rod Oven GLL-350
Weld Supplies	1	Lincoln welder Ideal Arc 250
Weld Supplies	3	stinger head
Weld Supplies	15	welding cable connector
Rigging	4	20ft Endless Blue Nylon Chokers
Rigging	6	Nylon Sling 10ft
Rigging	7	Nylon Sling 8ft
Rigging	5	Shackle 1"
Rigging	4	Shackle 1/2"
Rigging	11	Shackle 3/4"
Rigging	1	Shackle 5/8"
Rigging	7	Shackle 7/8"
Rigging	4	Shackles 17 Ton
Rigging	4	Shackles 12 Ton
Rigging	4	Steel Chokers 1/2" x 4ft long

**Schedule 2.1(c) - Inventories**

Rigging	8	Steel Sling 5/8"
Safety	3	Air Horns
Safety	40	Asorbent Boom
Safety	1	Caution Tape
Safety	2	Cobra 2 way radios
Safety	8	Danger Due' to signs
Safety	2	Ear Plugs
Safety	1	Ear Plugs
Safety	1	Eye wash station
Safety	1	Eyewash Station
Safety	1	Fire Blanket
Safety	2	Fire Extinguisher 2lb
Safety	2	Fire Extinguisher 5lb
Safety	1	Fire Extinguisher 10lb
Safety	3	Fire Extinguisher 2lb
Safety	1	Fire Extinguisher 5lb
Safety	2	First Aid Kit
Safety	1	First Aid Kit
Safety	2	Garbage cans
Safety	2	Garbage Cans
Safety	2	Harnesses c/w Lanyards
Safety	1	Lens Cleaning Kit
Safety	1	Lens Cleaning Station
Safety	4	Life Jacket
Safety	2	Life Jackets
Safety	4	Life Line 50ft
Safety	1	Life ring
Safety	1	Lock Box
Safety	1	Lock Box c/w 4 safety locks .
Safety	1	Miller 50' Manual Retrieval Unit
Safety	8	Rope Grabs
Safety	12	Safety Glasses
Safety	1	Spill Kit
Safety	1	Trouble Light
Safety	1	Trouble Light
Safety	1	Wire Stretcher c/w bridle
Site Supplies	20	1-1/4" Core Bits
Site Supplies	2	2 Drawer File Cabinets
Site Supplies	3	8ft Folding Tables
Site Supplies	1	Bottle Buggy
Site Supplies	1	Brother Photo Copier
Site Supplies	1	Brother Photocopier/fax/printer
Site Supplies	1	Coffee Maker
Site Supplies	3	Core bit extensions
Site Supplies	1	Desk c/w Chair
Site Supplies	1	Dollie 2 wheel (for stoplogs)
Site Supplies	1	Filing Cabinet 2 drawer
Site Supplies	2	Heaters 1500 Watt
Site Supplies	6	Jack Posts
Site Supplies	1	Ladder Fiberglass 24ft
Site Supplies	1	Ladder Fiberglass 40ft
Site Supplies	1	Ladder Fiberglass 6ft
Site Supplies	1	Microwave
Site Supplies	1	Mini Fridge
Site Supplies	1	Morse Barrel Lifter 1000lb
Site Supplies	1	Phone/Fax
Site Supplies	3	Rain suits
Site Supplies	6	Rainsuits
Site Supplies	2	Scoop Shovel Aluminum
Site Supplies	2	Scoop Shovel Aluminum
Site Supplies	1	Shop Vac 16 gal
Site Supplies	1	ShopVac 12 gal
Site Supplies	8	Stackable Chairs
Site Supplies	2	Steel Bottle Cages
Site Supplies	1	Steel Workbench
Site Supplies	1	Water Cooler
Site Supplies	1	Window Air Conditioner
Small Tools	1	1/2" Drill Index
Small Tools	1	100ft Garden Hose 1/2"
Small Tools	1	Ball Peen Hammer



Schedule 2.1(c) - Inventories

Small Tools	1	Claw Hammer
Small Tools	1	Drill Indexes 1/2"
Small Tools	1	Foam Gun
Small Tools	1	Foam Gun
Small Tools	1	Grease Gun
Small Tools	1	Grease Gun
Small Tools	1	Grinder 5"
Small Tools	2	Hammer 4lb
Small Tools	1	Hammer 4lb
Small Tools	1	Hammer Bib
Small Tools	1	Level 2ft
Small Tools	1	Level 2ft
Small Tools	1	Level 4ft
Small Tools	1	Level 4ft
Small Tools	1	Pipe Wrench 4ft
Small Tools	1	Pry bar 5ft
Small Tools	2	Pry Bar 5ft
Small Tools	2	Push Brooms
Small Tools	1	Ratchet 3/4" drive
Small Tools	1	Screwdriver Set
Small Tools	1	Skill Saw
Small Tools	1	Small Wrecking Bar
Small Tools	1	Snow Shovel
Small Tools	2	Socket Set 3/4" drive
Small Tools	2	Socket Set 1/2"
Small Tools	2	Spade Shovel
Small Tools	1	Square 2ft
Small Tools	1	Square 2ft
Small Tools	1	Straight Edge 6ft
Small Tools	1	Tape Measure 100ft
Small Tools	1	Tape Measure 100ft
Small Tools	1	Torque Wrench 1/2"
Small Tools	1	Tri Square
Small Tools	3	Wrecking Bar small
Small Tools	1	Wrench Set up to 2"
Tools	1	2 Wheeled Cart
Tools	100	2" Layflat Hose Brown
Tools	200	3" Layflat Hose Brown
Tools	1	Air Compressor - Portable c/w hose
Tools	3	Bessy Clamp
Tools	2	Bessy Clamp 12"
Tools	4	Canvas work bags
Tools	2	Ceramic Heater 1500 Watt
Tools	2	Chainfall 1 ton 20ft drop
Tools	1	Chainfall 2 ton
Tools	1	Coffin Style Tool Box
Tools	1	Coffin Style Tool Box
Tools	2	Dewalt 1/2" Cordless Drill
Tools	1	Dewalt 1/2" Drill (corded)
Tools	1	Dewalt 1/2" Hammer Drill
Tools	4	Dewalt 5" Grinder
Tools	1	Dewalt Concrete Drill c/w bits
Tools	1	Dewalt Dumpy Level c/w Tripod
Tools	1	Dewalt Electric Sawsall
Tools	1	Dewalt Impact Driver
Tools	1	Electric Pressure Washer
Tools	12	Extension Cord 50ft
Tools	6	Extension Cord 50ft
Tools	2	Galvanized Buckets
Tools	6	Handlines 1/2" 50ft
Tools	1	Hilti Gun
Tools	2	Hitachi Electric Impact Gun 1" Drive
Tools	1	Hougen Mag Drill
Tools	1	Ladder Fiberglass 6ft
Tools	1	Milwaukee Electric Impact Gun 3/4" drive
Tools	1	Morse Barrel Lifter 1000lb
Tools	2	Puddle Pumps 1/2"
Tools	2	Pump Jacks Portable 30 ton
Tools	2	Pumps for Pump Jacks
Tools	1	Skill Saw 10"

Schedule 2.1(c) - Inventories

Tools	1	Snow Shovel
Tools	2	Standup Halogen Lights
Tools	1	Standup Tool Box
Tools	2	Turnbuckles 5/8"
Weld Supplies	1	Ground Clamp
Weld Supplies	1	Portable Rod Oven
Weld Supplies	1	Roil #9 Wire
Weld Supplies	1	Tiger Torch
Weld Supplies	1	Torch c/w head, gauges and hose
Weld Supplies	2	Torch Sets c/w gauges & hose
Weld Supplies	1	Welding Cable 300ft
Weld Supplies	1	Whip
Weld Supplies	4	Wire Brushes
Rigging	500	1/2" nylon rope 500'
Rigging	4	1/2" shackle
Rigging	4	10 ft sling
Rigging	4	10ft sling 2 ply
Rigging	4	3/4" shackle
Rigging	4	3/4" shackle
Rigging	1	3/8 ROPE
Rigging	9	5/8" shackle
Rigging	4	5/8" shackle
Rigging	1	8 ft sling
Rigging	4	8ft sling 2 ply
Rigging	12	crosby clips
Rigging	12	Crosby Clips 1/2"
Safety	1	3M Mask
Safety	4	6 ft lanyard
Safety	4	6 ft lanyards
Safety	4	Danger sign
Safety	4	Danger sign
Safety	1	Danger tape
Safety	1	Danger welding area sign
Safety	1	eye protection required sign
Safety	1	EYE WASH STATION
Safety	1	eye wash station with refill
Safety	4	Face shield (4 clear)
Safety	4	Face shield (4 colour)
Safety	4	face shield (clear)
Safety	4	face shield (CLEAR)
Safety	4	face shield (colour)
Safety	3	face shield (Colour)
Safety	1	Fire Blanket
Safety	1	FIRE BLANKET 6 X 8
Safety	1	Fire Blanket 6 x 8 ft
Safety	1	fire extinguisher
Safety	1	first aid kit
Safety	2	first aid kit
Safety	1	hard hat area sign
Safety	1	hard hat area sign
Safety	3	Hard hat strap for shield
Safety	4	Hard hat strap for shield
Safety	3	Hard hat strap for shield
Safety	2	hard hat white
Safety	4	harness
Safety	1	Harness with shoulder and back d-rings
Safety	2	life jacket
Safety	1	life line
Safety	1	life ring
Safety	1	Life Ring
Safety	2	Lifeline
Safety	1	Miller 50' Manual Retrieval Unit
Safety	12	P100 Mask cartridge
Safety	6	p100 Masks (large)
Safety	6	p100 Masks (medlum)
Safety	2	Retractable retriever 30 ft
Safety	1	Retractable retriever 50 ft
Safety	2	Rope Grab
Safety	2	Rope Grab
Safety	2	rope grab

Schedule 2.1(c) - Inventories

Safety	1	safety first sign
Safety	24	safety glasses
Safety	36	safety gloves
Safety	24	Safety gloves
Safety	4	safety posts
Safety	1	safety sign
Safety	1	Safety sign - danger welding area
Safety	1	Safety sign - eye protection required
Safety	6	safety vest
Safety	8	safety vest
Safety	4	safety vest - large
Safety	1	Spill Kit
Safety	1	Spill Kit
Safety	1	Spill sock
Safety	1	Spill sock
Safety	1	stretcher
Safety	1	stretcher
Safety	1	Trouble Light
Safety	1	Wire Stretcher c/w Lifting rig
Site Supplies	2	20 x 20 tarp
Site Supplies	2	20 x 30 tarp
Site Supplies	1	24 ft Ladder
Site Supplies	2	36" Wobble light replacement bulb
Site Supplies	2	36" Wobble light replacement bulb
Site Supplies	2	36" Wobblelight replacement bulbs
Site Supplies	2	36" Wobblelights
Site Supplies	2	36" Wobblelights
Site Supplies	2	36" Wobblelights
Site Supplies	1	40 FT LADDER
Site Supplies	1	40 FT LADDER
Site Supplies	1	8' step ladder
Site Supplies	1	8 x 10 ft tarp
Site Supplies	1	Brother Phone/Fax
Site Supplies	1	bucket
Site Supplies	1	Coffee Maker
Site Supplies	2	Corn Broom
Site Supplies	2	Corn Broom
Site Supplies	1	Desk c/w chair
Site Supplies	2	double halogen lamp
Site Supplies	1	Drip Pan
Site Supplies	1	dust pan
Site Supplies	1	dustpan and brush
Site Supplies	6	extension cord 100 ft 3 outlet
Site Supplies	2	extension cord 100ft single
Site Supplies	6	extension cord 50 ft 3 outlet
Site Supplies	6	extension cord 50 ft single
Site Supplies	3	Extension Cords single plug 100ft
Site Supplies	4	fan hose
Site Supplies	1	flashlight
Site Supplies	6	Folding Chair
Site Supplies	2	Folding table
Site Supplies	2	Folding Tables 6ft
Site Supplies	2	Garbage Can
Site Supplies	4	gas can
Site Supplies	2	halogen carrying lamp
Site Supplies	2	HALOGEN LAMP (CARRY)
Site Supplies	4	Halogen Lights
Site Supplies	12	halogen replacement bulbs
Site Supplies	12	light bulbs
Site Supplies	1	Microwave
Site Supplies	1	Microwave
Site Supplies	1	mop
Site Supplies	1	Nikon Camera
Site Supplies	1	Printer
Site Supplies	2	push broom
Site Supplies	1	push broom
Site Supplies	2	push broom handle
Site Supplies	1	push broom handle
Site Supplies	2	RADIO
Site Supplies	4	radio set

Schedule 2.1(c) - Inventories

Site Supplies	2	radio set
Site Supplies	5	Rain suits (3 large, 2 medium)
Site Supplies	2	shop vac
Site Supplies	1	Shop Vac
Site Supplies	2	shop vac
Site Supplies	2	Shovel
Site Supplies	1	shovel ROUND
Site Supplies	3	single halogen lamp
Site Supplies	3	single halogen light w/stand
Site Supplies	1	Small Fridge
Site Supplies	1	square shovel
Site Supplies	6	Stackable Chairs
Site Supplies	2	stand up tool box
Site Supplies	2	Steel Bottle Cages
Site Supplies	1	Ventilation Fan
Site Supplies	2	ventilation fan
Site Supplies	1	Ventilation Hose
Site Supplies	1	water cooler
Site Supplies	1	Window Air Conditioner
Small Tools	1	1/2" Socket Set
Small Tools	1	1/2" socket set
Small Tools	1	100' measuring tape
Small Tools	1	2 ft level
Small Tools	1	2' level
Small Tools	1	25' measuring tape
Small Tools	1	3/4" socket set
Small Tools	1	4 ft level
Small Tools	1	4 lb hammer
Small Tools	4	4 lb hammer
Small Tools	1	4' level
Small Tools	1	7/8 HILTI BIT
Small Tools	1	8lb sledge hammer
Small Tools	1	Air blow gun
Small Tools	2	Belts SS (2 Cases of 25)
Small Tools	1	center punch
Small Tools	1	Chalk line reel
Small Tools	1	Chalk line reel
Small Tools	1	chipping hammer
Small Tools	1	Chisel
Small Tools	1	Chisel
Small Tools	1	Claw Hammer
Small Tools	2	combination square
Small Tools	1	crow bar
Small Tools	1	Hammer Drill Bit 1"
Small Tools	1	Hammer Drill Bit 1/2"
Small Tools	1	Hammer Drill Bit 1/2"
Small Tools	1	Hammer Drill Bit 1-1/8"
Small Tools	1	Hammer Drill Bit 3/4"
Small Tools	1	Hammer Drill Bit 3/4"
Small Tools	1	Hammer Drill Bit 5/8
Small Tools	1	Hammer Drill Bit 5/8"
Small Tools	1	Hammer Drill Bit 7/8"
Small Tools	1	pry bar 5'
Small Tools	2	Rebar Wire
Small Tools	6	rebar wire
Small Tools	5	Replacement Lens
Small Tools	1	screwdriver set
Small Tools	1	Screwdriver set - 16 pc
Small Tools	1	sledge hammer
Small Tools	1	Sledge hammer 10 lbs
Small Tools	1	square
Small Tools	1	Straight Edge 6ft
Small Tools	1	TAPE MEASURE 100 FT
Small Tools	1	TAPE MEASURE 25 FT
Small Tools	1	Torque Wrench
Small Tools	1	try square
Small Tools	5	Vacuum Attachment
Small Tools	1	wire brush
Small Tools	1	Wrench set
Small Tools	2	Wrenches

Schedule 2.1(c) - Inventories

Tools	2	5" angle grinder
Tools	3	5" angle grinder
Tools	2	5" angle grinder
Tools	1	air hose
Tools	1	air hose
Tools	1	AIR MONITOR M40
Tools	1	Barrel Lifter
Tools	1	Barrel Lifter
Tools	2	Bristle Blaster
Tools	1	Carpenters level / dumpy level / laser level
Tools	1	Carpenters level / dumpy level / laser level
Tools	1	Cart 2 wheel
Tools	1	circular saw
Tools	1	circular saw - Bosch
Tools	1	Coffin Style Tool Box
Tools	1	Coffin Style Tool Box
Tools	3	come along
Tools	2	Come along
Tools	1	compressor
Tools	1	Drill
Tools	1	Dumpy Level c/w Tripod
Tools	1	Electric capiler
Tools	1	electrode holder
Tools	1	Extension Ladder Fiberglass 40ft
Tools	1	GFI
Tools	2	GFI
Tools	1	Hammer Drill
Tools	1	HAMMER DRILL TE50
Tools	1	handsaw
Tools	1	impact driver 1/2"
Tools	1	impact driver 1/2"
Tools	1	impact driver 1/2"
Tools	1	Impact driver 3/4"
Tools	1	Impact driver 3/4"
Tools	1	M40
Tools	2	piano wire
Tools	4	piano wire 20 gauge
Tools	1	Portable Heater 1500 watt
Tools	2	Puddle pump
Tools	1	reciprcating saw
Tools	1	Standup Tool Box
Tools	1	straight edge
Tools	1	Straight edge
Tools	2	TURNBUCKLE
Tools	1	twist lock
Weld Supplies	1	#9 Wire
Weld Supplies	1	Torch Buggy
Weld Supplies	2	torch set
Weld Supplies	1	Torch w/cutting tips
Weld Supplies	6	Welders gloves
Weld Supplies	1	Welding Cable
Weld Supplies	2	welding gloves
Weld Supplies	2	welding helmet
Weld Supplies	2	welding helmet
Weld Supplies	2	welding jacket
Weld Supplies	2	welding shield
Rigging	1	1" shackle
Rigging	2	1/2" shackle
Rigging	6	2" 10 FT SLING
Rigging	9	3/4" shackle
Rigging	2	7/8" shackle
Rigging	4	8 ft sling
Safety	1	eye wash station
Safety	3	fire extinguisher
Safety	1	First Aid Kit
Safety	2	hard hat - white
Safety	4	harness
Safety	2	life jacket
Safety	1	Life Ring
Safety	6	lifeline

Schedule 2.1(c) - Inventories

Safety	4	rope grab
Safety	1	Spill Kit
Safety	1	Spill sock
Safety	1	Trouble Light
Safety	1	Yellow Caution Tape
Site Supplies	1	20 x 30 ft tarp
Site Supplies	1	8 ft Step Ladder
Site Supplies	2	Extension Cords single plug 50 ft
Site Supplies	3	Extension Cords triple plug 100ft
Site Supplies	3	Extension Cords triple plug 50 ft
Site Supplies	1	flashlight
Site Supplies	2	Gas Can 2.5 gal
Site Supplies	1	mop
Site Supplies	5	rain suit (3 large, 2 medium)
Site Supplies	1	RUBBER HOSE 1/2 IN
Site Supplies	3	single Halogen Light
Site Supplies	1	snow fence 50'
Site Supplies	1	square shovel
Small Tools	2	2 ft square
Small Tools	1	24" level
Small Tools	1	3/4" socket set
Small Tools	4	4 lb hammer
Small Tools	1	48" level
Small Tools	1	Air blow gun
Small Tools	2	air horn
Small Tools	1	bristle brush
Small Tools	1	chipping hammer
Small Tools	1	combination square
Small Tools	2	pry bar 5'
Small Tools	1	Wrench set - 8 pc
Tools	1	Carpenters level / dumpy level / laser level
Tools	1	compressor 2 gal
Tools	1	Craftsman Bench Grinder 5"
Tools	1	HAMMER DRILL TE50
Tools	1	handsaw
Tools	2	Impact driver 3/4"
Tools	1	Puddle pump
Tools	1	recipricating saw - dewalt
Tools	1	straight edge 6 ft
Weld Supplies	1	torch set

Schedule 2.1(c) - Inventories

Inventory - Plant Stockroom Supplies

Category	Count	Description
Reamers	78	Reamers - Estimate
Spade Drills	71	Spade Drills - Estimate
Drill Bits	50	1/32 Jobber Drill
Drill Bits	18	3/64 Jobber Drill
Drill Bits	21	1/16 Jobber Drill
Drill Bits	38	5/64 Jobber Drill
Drill Bits	16	3/32 Jobber Drill
Drill Bits	26	7/64 Jobber Drill
Drill Bits	21	1/8 Jobber Drill
Drill Bits	33	9/64 Jobber Drill
Drill Bits	17	5/32 Jobber Drill
Drill Bits	21	11/64 Jobber Drill
Drill Bits	23	3/16 Jobber Drill
Drill Bits	10	13/64 Jobber Drill
Drill Bits	7	7/32 Jobber Drill
Drill Bits	20	15/64 Jobber Drill
Drill Bits	42	1/4 Jobber Drill
Drill Bits	14	17/64 Jobber Drill
Drill Bits	14	9/32 Jobber Drill
Drill Bits	11	19/64 Jobber Drill
Drill Bits	20	5/16 Jobber Drill
Drill Bits	18	21/64 Jobber Drill
Drill Bits	25	11/32 Jobber Drill
Drill Bits	11	23/64 Jobber Drill
Drill Bits	29	3/8 Jobber Drill
Drill Bits	10	25/64 Jobber Drill
Drill Bits	9	13/32 Jobber drill
Drill Bits	14	27/64 Jobber Drill
Drill Bits	17	7/16 Jobber Drill
Drill Bits	11	29/64 Jobber Drill
Drill Bits	10	15/32 Jobber Drill
Drill Bits	12	31/64 Jobber Drill
Drill Bits	7	1/2 Jobber Drill
Drill Bits	2	33/64 Jobber Drill
Drill Bits	15	17/32 Jobber Drill
Drill Bits	5	35/64 Jobber Drill
Drill Bits	1	37/64 Jobber Drill
Drill Bits	11	19/32 Jobber Drill
Drill Bits	9	39/64 Jobber Drill
Drill Bits	2	5/8 Jobber Drill
Drill Bits	4	41/64 Jobber Drill
Drill Bits	2	21/32 Jobber Drill
Drill Bits	1	43/64 Jobber Drill
Drill Bits	1	45/64 Jobber Drill
Drill Bits	1	23/32 Jobber Drill
Drill Bits	3	47/64 Jobber Drill
Drill Bits	2	3/4 Jobber Drill
Drill Bits	2	49/64 Jobber Drill
Drill Bits	2	51/64 Jobber Drill
Drill Bits	3	13/16 Jobber Drill
Drill Bits	1	53/64 Jobber Drill
Drill Bits	2	27/32 Jobber Drill
Drill Bits	3	55/64 Jobber Drill
Drill Bits	1	7/8 Jobber Drill
Drill Bits	2	29/32 Jobber Drill
Drill Bits	2	59/64 Jobber Drill
Drill Bits	2	15/16 Jobber Drill
Drill Bits	2	61/64 Jobber Drill
Drill Bits	1	31/32 Jobber Drill
Drill Bits	3	63/64 Jobber Drill
Drill Bits	12	1/2 Reduced Shank
Drill Bits	9	33/64 Reduced Shank
Drill Bits	7	17/32 Reduced Shank
Drill Bits	8	35/64 Reduced Shank
Drill Bits	36	9/16 Reduced Shank
Drill Bits	12	37/64 Reduced Shank

Schedule 2.1(c) - Inventories

Drill Bits	11	19/32 Reduced Shank
Drill Bits	4	39/64 Reduced Shank
Drill Bits	11	5/8 Reduced Shank
Drill Bits	8	41/64 Reduced Shank
Drill Bits	12	21/32 Reduced Shank
Drill Bits	9	43/64 Reduced Shank
Drill Bits	25	11/16 Reduced Shank
Drill Bits	10	45/64 Reduced Shank
Drill Bits	10	23/32 Reduced Shank
Drill Bits	10	47/64 Reduced Shank
Drill Bits	10	3/4 Reduced Shank
Drill Bits	11	49/64 Reduced Shank
Drill Bits	8	25/32 Reduced Shank
Drill Bits	6	51/64 Reduced Shank
Drill Bits	26	13/16 Reduced Shank
Drill Bits	6	53/64 Reduced Shank
Drill Bits	5	27/32 Reduced Shank
Drill Bits	4	55/64 Reduced Shank
Drill Bits	8	7/8 Reduced Shank
Drill Bits	6	57/64 Reduced Shank
Drill Bits	5	29/32 Reduced Shank
Drill Bits	1	59/64 Reduced Shank
Drill Bits	5	15/16 Reduced Shank
Drill Bits	3	61/64 Reduced Shank
Drill Bits	3	31/32 Reduced Shank
Drill Bits	4	63/64 Reduced Shank
Drill Bits	6	1" Reduced Shank
Drill Bits	2	1 3/64 Reduced Shank
Drill Bits	6	1 1/16 Reduced Shank
Drill Bits	3	1 5/64 Reduced Shank
Drill Bits	3	1 3/32 Reduced Shank
Drill Bits	2	1 7/64 Reduced Shank
Drill Bits	2	1 1/8 Reduced Shank
Drill Bits	3	1 9/64 Reduced Shank
Drill Bits	4	1 5/32 Reduced Shank
Drill Bits	2	1 11/64 Reduced Shank
Drill Bits	1	1 3/16 Reduced Shank
Drill Bits	1	1 13/64 Reduced Shank
Drill Bits	1	9/64 Tapered Shank
Drill Bits	1	11/64 Tapered Shank
Drill Bits	1	3/16 Tapered Shank
Drill Bits	3	13/64 Tapered Shank
Drill Bits	5	7/32 Tapered Shank
Drill Bits	5	1/4 Tapered Shank
Drill Bits	1	9/32 Tapered Shank
Drill Bits	2	19/64 Tapered Shank
Drill Bits	1	5/16 Tapered Shank
Drill Bits	3	11/32 Tapered Shank
Drill Bits	7	3/8 Tapered Shank
Drill Bits	2	25/64 Tapered Shank
Drill Bits	4	13/32 Tapered Shank
Drill Bits	2	27/64 Tapered Shank
Drill Bits	2	7/16 Tapered Shank
Drill Bits	3	29/64 Tapered Shank
Drill Bits	3	15/32 Tapered Shank
Drill Bits	3	31/64 Tapered Shank
Drill Bits	1	1/2 Tapered Shank
Drill Bits	2	17/32 Tapered Drill
Drill Bits	4	35/64 Tapered Drill
Drill Bits	4	37/64 Tapered Shank
Drill Bits	6	19/32 Tapered Shank
Drill Bits	3	39/64 Tapered Shank
Drill Bits	9	5/8 Tapered Shank
Drill Bits	2	41/64 Tapered Shank
Drill Bits	7	21/32 Tapered Shank
Drill Bits	1	43/64 Tapered Shank
Drill Bits	8	11/16 Tapered Shank
Drill Bits	12	3/4 Tapered Shank
Drill Bits	6	49/64 Tapered Shank
Drill Bits	5	25/32 Tapered Shank



Schedule 2.1(c) - Inventories

Drill Bits	7	51/64 Tapered Shank
Drill Bits	8	13/16 Tapered Shank (Cobalt)
Drill Bits	1	53/64 Tapered Shank
Drill Bits	5	27/32 Tapered Shank
Drill Bits	3	55/64 Tapered Shank
Drill Bits	8	7/8 Tapered Shank
Drill Bits	4	57/64 Tapered Shank
Drill Bits	2	29/32 Tapered Shank
Drill Bits	6	59/64 Tapered Shank
Drill Bits	11	15/16 Tapered Shank
Drill Bits	2	61/64 Tapered Shank
Drill Bits	5	31/32 Tapered Shank
Drill Bits	4	63/64 Tapered Shank
Drill Bits	5	1" Tapered Shank
Drill Bits	3	1 1/32 Tapered Shank
Drill Bits	1	1 3/64 Tapered Shank
Drill Bits	5	1 1/16 Tapered Shank
Drill Bits	4	1 3/32 Tapered Shank
Drill Bits	6	1 7/64 Tapered Shank
Drill Bits	5	1 1/8 Tapered Shank
Drill Bits	2	1 9/64 Tapered Shank
Drill Bits	2	1 5/32 Tapered Shank
Drill Bits	6	1 3/16 Tapered Shank
Drill Bits	5	1 1/4 Tapered Shank
Drill Bits	2	1 17/64 Tapered Shank
Drill Bits	1	1 9/32 Tapered Shank
Drill Bits	2	1 19/64 Tapered Shank
Drill Bits	5	1 5/16 Tapered Shank
Drill Bits	1	1 21/64 Tapered Shank
Drill Bits	3	1 11/32 Tapered Shank
Drill Bits	1	1 23/64 Tapered Shank
Drill Bits	2	1 3/8 Tapered Shank
Drill Bits	1	1 13/32 Tapered Shank
Drill Bits	1	1 27/64 Tapered Shank
Drill Bits	3	1 7/16 Tapered Shank
Drill Bits	2	1 15/32 Tapered Shank
Drill Bits	3	1 31/64 Tapered Shank
Drill Bits	5	1 1/2 Tapered Shank
Drill Bits	1	1 33/64 Tapered Shank
Drill Bits	2	1 17/32 Tapered Shank
Drill Bits	6	1 9/16 Tapered Shank
Drill Bits	1	1 37/64 Tapered Shank
Drill Bits	2	1 39/64 Tapered Shank
Drill Bits	8	1 5/8 Tapered Shank
Drill Bits	2	1 41/64 Tapered Shank
Drill Bits	1	1 21/32 Tapered Shank
Drill Bits	1	1 43/64 Tapered Shank
Drill Bits	6	1 11/16 Tapered Shank
Drill Bits	6	1 23/32 Tapered Shank
Drill Bits	9	1 3/4 Tapered Shank
Drill Bits	1	1 13/16 Tapered Shank
Drill Bits	1	1 53/64 Tapered Shank
Drill Bits	2	1 27/32 Tapered Shank
Drill Bits	7	1 7/8 Tapered Shank
Drill Bits	3	1 15/16 Tapered Shank
Drill Bits	4	2" Tapered Shank
Drill Bits	1	2 1/32 Tapered Shank
Drill Bits	3	2 1/16 Tapered Shank
Drill Bits	1	2 3/16 Tapered Drill
Drill Bits	1	2 1/8 Tapered Shank
Drill Bits	1	2 7/32" Tapered Shank
Drill Bits	12	Letter A
Drill Bits	4	Letter B
Drill Bits	4	Letter C
Drill Bits	2	Letter D
Drill Bits	4	Letter E
Drill Bits	9	Letter F
Drill Bits	11	Letter G
Drill Bits	6	Letter H
Drill Bits	10	Letter I

**Schedule 2.1(c) - Inventories**

Drill Bits	3	Letter J
Drill Bits	4	Letter K
Drill Bits	4	Letter L
Drill Bits	4	Letter M
Drill Bits	9	Letter N
Drill Bits	9	Letter O
Drill Bits	3	Letter P
Drill Bits	4	Letter Q
Drill Bits	9	Letter R
Drill Bits	13	Letter S
Drill Bits	2	Letter T
Drill Bits	4	Letter U
Drill Bits	1	Letter V
Drill Bits	4	Letter W
Drill Bits	1	Letter X
Drill Bits	5	Letter Y
Drill Bits	2	Letter Z
Drill Bits	6	Number 1
Drill Bits	9	Number 2
Drill Bits	4	Number 3
Drill Bits	10	Number 4
Drill Bits	7	Number 5
Drill Bits	3	Number 6
Drill Bits	9	Number 7
Drill Bits	12	Number 8
Drill Bits	5	Number 9
Drill Bits	13	Number 10
Drill Bits	5	Number 11
Drill Bits	13	Number 12
Drill Bits	3	Number 13
Drill Bits	4	Number 14
Drill Bits	4	Number 15
Drill Bits	10	Number 16
Drill Bits	10	Number 17
Drill Bits	10	Number 18
Drill Bits	7	Number 20
Drill Bits	10	Number 21
Drill Bits	13	Number 22
Drill Bits	8	Number 23
Drill Bits	12	Number 24
Drill Bits	10	Number 25
Drill Bits	11	Number 26
Drill Bits	8	Number 27
Drill Bits	10	Number 28
Drill Bits	10	Number 29
Drill Bits	8	Number 30
Drill Bits	10	Number 31
Drill Bits	6	Number 32
Drill Bits	5	Number 33
Drill Bits	6	Number 34
Drill Bits	5	Number 35
Drill Bits	5	Number 37
Drill Bits	6	Number 38
Drill Bits	5	Number 39
Drill Bits	4	Number 40
Drill Bits	4	Number 42
Taps	11	Taps: 6-32
Taps	10	Taps: 6-40
Taps	11	Taps: 8-32
Taps	5	Taps: 8-36
Taps	8	Taps: 10-24
Taps	8	Taps: 10-32
Taps	28	Taps: 1/4-20
Taps	26	Taps: 1/4-28
Taps	27	Taps: 5/16-18
Taps	10	Taps: 5/16-24
Taps	28	Taps: 3/8-16
Taps	18	Taps: 3/8-24
Taps	24	Taps: 7/16-14
Taps	8	Taps: 7/16-20

Schedule 2.1(c) - Inventories

Taps	13	Taps: 1/2-13
Taps	19	Taps: 1/2-20
Taps	13	Taps: 9/16-12
Taps	11	Taps: 9/16-18
Taps	9	Taps: 5/8-11
Taps	12	Taps: 5/8-18
Taps	12	Taps: 3/4-10
Taps	10	Taps: 3/4-16
Taps	6	Taps: 7/8-9
Taps	12	Taps: 7/8-14
Taps	3	Taps: 7/8-18
Taps	1	Taps: 15/16-14
Taps	2	Taps: 15/16-20
Taps	1	Taps: 1" 5 ACME
Taps	2	Taps: 1" 6 ACME
Taps	8	Taps: 1-8
Taps	3	Taps: 1-12
Taps	5	Taps: 1-14
Taps	1	Taps: 1-16
Taps	2	Taps: 1-18
Taps	1	Taps: 1-20
Taps	4	Taps: 1-1/8 - 7
Taps	2	Taps: 1-1/8 - 8
Taps	3	Taps: 1-1/8 - 12
Taps	8	Taps: 1-1/4 - 7
Taps	4	Taps: 1-1/4 - 12
Taps	3	Taps: 1-1/4 - 16
Taps	2	Taps: 1-1/8 - 18
Taps	3	Taps: 1-5/16 - 12
Taps	4	Taps: 1-3/8 - 6
Taps	8	Taps: 1-3/8 - 12
Taps	6	Taps: 1-1/2 - 6
Taps	3	Taps: 1-1/2 - 8
Taps	12	Taps: 1-1/2 - 12
Taps	3	Taps: 1-1/2 - 16
Taps	1	Taps: 1-5/8 - 5-1/2
Taps	2	Taps: 1-5/8 - 12
Taps	1	Taps: 1-5/8 - 16
Taps	3	Taps: 1-3/4 - 4.5
Taps	5	Taps: 1-3/4 - 5
Taps	5	Taps: 1-3/4 - 8
Taps	2	Taps: 1-3/4 - 12
Taps	1	Taps: 1-3/4 - 16
Taps	1	Taps: 1-11/16 - 1/2
Taps	1	Taps: 1-7/8 - 12
Taps	2	Taps: 2 - 4.5
Taps	3	Metric Taps: M-3
Taps	4	Metric Taps: M-4
Taps	9	Metric Taps: M-6
Taps	12	Metric Taps: M-10
Taps	16	Metric Taps: M-12
Taps	1	Metric Taps: M-14
Taps	5	Metric Taps: M-16
Taps	4	Metric Taps: M-18
Taps	4	Metric Taps: M-20
Taps	1	Metric Taps: M-22
Taps	2	Metric Taps: M-30
Taps	7	NPT Taps:1/8
Taps	5	NPT Taps:1/4
Taps	9	NPT Taps:3/8
Taps	3	NPT Taps:1/2
Taps	4	NPT Taps:3/4
Taps	2	NPT Taps:1
Taps	7	NPT Taps:1-1/4
Taps	5	NPT Taps:1-1/2
Taps	4	NPT Taps:2
Taps	3	NPT Taps:2-1/2
Taps	1	NPT Taps:2-3/4
Dies	2	Dies: 1/4
Dies	4	Dies: 5/16

Schedule 2.1(c) - Inventories

Dies	7	Dies: 3/8
Dies	5	Dies: 7/16
Dies	13	Dies: 1/2
Dies	3	Dies: 9/16
Dies	12	Dies: 5/8
Dies	4	Dies: 3/4
Dies	6	Dies: 7/8
Dies	7	Dies: 1
Dies	3	Dies: 1-1/4
Dies	1	Dies: 1-1/2
Dies	2	Dies: 2-1/4 - 2 1/2
Dies	2	Metric Dies: M6
Dies	1	Metric Dies: M10
Dies	3	Metric Dies: M12
Dies	3	Metric Dies: M16
Dies	2	Metric Dies: M20
Dies	2	Metric Dies: M24
RotoBroach	78	Rotorbroach Pins
RotoBroach	10	Rotorbroach Cutters - 7/16
RotoBroach	13	Rotorbroach Cutters - 1/2
RotoBroach	10	Rotorbroach Cutters - 9/16
RotoBroach	11	Rotorbroach Cutters - 5/8
RotoBroach	12	Rotorbroach Cutters - 11/16
RotoBroach	14	Rotorbroach Cutters - 3/4
RotoBroach	23	Rotorbroach Cutters - 13/16
RotoBroach	11	Rotorbroach Cutters - 7/8
RotoBroach	9	Rotorbroach Cutters - 15/16
RotoBroach	9	Rotorbroach Cutters - 1
RotoBroach	8	Rotorbroach Cutters - 1-1/16
RotoBroach	10	Rotorbroach Cutters - 1-1/8
RotoBroach	8	Rotorbroach Cutters - 1-3/16
RotoBroach	10	Rotorbroach Cutters - 1-1/4
RotoBroach	8	Rotorbroach Cutters - 1-5/16
RotoBroach	5	Rotorbroach Cutters - 1-3/8
RotoBroach	4	Rotorbroach Cutters - 1-7/16
RotoBroach	8	Rotorbroach Cutters - 1-1/2
RotoBroach	3	Rotorbroach Cutters - 1-9/16
RotoBroach	10	Rotorbroach Cutters - 1-5/8
RotoBroach	8	Rotorbroach Cutters - 1-3/4
RotoBroach	3	Rotorbroach Cutters - 1-13/16
RotoBroach	5	Rotorbroach Cutters - 1-7/8
RotoBroach	5	Rotorbroach Cutters - 2
RotoBroach	3	Rotorbroach Cutters - 2-1/4
RotoBroach	1	Rotorbroach Cutters - 2-5/16
RotoBroach	1	Rotorbroach Cutters - 3-1/2
RotoBroach	4	Rotorbroach Cutters - Metric 18mm
RotoBroach	2	Rotorbroach Cutters - Metric 22mm
RotoBroach	4	Rotorbroach Cutters - 2 1/16
Burrs / Bores	52	Counterbores
Burrs / Bores	28	Countersinks
Burrs / Bores	170	Carbid Burrs (All)
End Mills	435	End Mills
Clothing	31	Nitri-Tex
Clothing	62	Split Leather Fitters (Knucklestrap Gauntlet)
Clothing	170	String Knit Cotton / Poly
Clothing	156	Spray Socks
Clothing	200	K-C Boot Covers
Clothing	6	Besprene Palm Coated/ sc-r
Clothing	64	Welders S Fingered - Ind Back
Clothing	2	Natural Glv FlkInd 17in22mil
Clothing	1	Heavy Duty Natural Rubber 18"
Clothing	2	12" Natural Rubber Gloves
Clothing	1	Garden Armour Yellow
Grinding Disc	327	4-1/2 x 1/8 x 7/8 Cutting Disc (steel)
Grinding Disc	80	4-1/2 x 1/4 x 7/8 Grinding Disc (steel)
Grinding Disc	17	7 X 1/4 X 7/8 Grinding Disc Reg (steel)
Grinding Disc	12	2 x 1 1/2 X 1/4 X 40 Grit Flap Wheel
Grinding Disc	17	2 x 1 1/2 X 1/4 X 120 Grit Flap Wheel
Grinding Disc	32	1 x 1 x 40G Flap Wheel
Grinding Disc	22	1 x 1 x 80G Flap Wheel

**Schedule 2.1(c) - Inventories**

Grinding Disc	22	1 x 1 x 120G Flap Wheel
Grinding Disc	25	4 1/2 X 7/8 60 Grit Cool Cut
Grinding Disc	188	4 1/2 x 1/8 Salt Pipeline
Grinding Disc	10	7" x 1/8 Salt Pipeline
Grinding Disc	25	4 1/2 x 80 Cool Cut
Grinding Disc	20	7" x 36 GR Sanding Disc
Safety Supp	14	Helmet Skull Cap with Neck Protector
Safety Supp	18	Helmet Bib 9 oz Proban Flame
Safety Supp	11	Visor 4118 Clear 8 x 11-1/4
Safety Supp	23	Visor 4118 Green 8 x 11-1/4
Safety Supp	2	Headgear Fibre Metal F 300
Safety Supp	1	Helmet Evex Bionic
Safety Supp	4	North Econo 1/2 Mask Large
Safety Supp	11	North Econo 1/2 Mask Medium
Safety Supp	7	North Econo 1/2 Mask Small North
Safety Supp	9	Safety Specs Large Clear Lens
Safety Supp	2	1/2 Mask Respirator (North)
Safety Supp	2	1/2 Mask Respirator (North)
Safety Supp	2	1/2 Mask Respirator (North)
Safety Supp	7	Fitologic Safety Glasses Clear
Safety Supp	3	Lens Cleaner Tissue @500 box
Safety Supp	40	3M Respirator Toxic Dust / Mask
Safety Supp	97	Proshield 1 Coverall XXL
Safety Supp	34	Peel-Off Window for 7600 15/pk
Safety Supp	19	Organic Vapour Cartridge
Safety Supp	19	Filter Non-Oil Particula 10/bag
Safety Supp	6	P100 Particle Cartridge 2/pkg
Safety Supp	4	E.A.R. Taperfit2 Reg 200
Safety Supp	55	Hepa Pancake Filters
Weld Gases	3	Argon
Weld Gases	32	Carbon Dioxide
Weld Gases	7	Empty Cylinders
Weld Gases	29	Oxygen
Weld Gases	4	Propane
Weld Gases	9	Propane
Weld Gases	5	Oxygen Small
Weld Gases	41	Mia Mix Gold
Consumables	18	MTCAN 405M - ICI Containers
Consumables	8	MTCAN 401 - ICI Containers
Consumables	13	MTCAN 425 - ICI Containers
Consumables	15	MUIM - Brush Rad Bent 38MM
Consumables	108	MUIM - Brush Rad Bent 1-1/2 Wooden
Consumables	67	NOU - Brush Thow Away - 75mm
Consumables	66	NOU - Brush Thow Away - 50mm
Consumables	63	NOU - Brush Thow Away - 30mm
Consumables	52	NOU - Roller - Junior Compl
Consumables	6	NOU - Roller Tray Liner ZRTL30
Consumables	57	NOU - Roller Tray Liner large H2020500
Consumables	2	3M 3" Masking Tape
Consumables	12	4" Fabric Roller (10 Pkg )
Consumables	15	Masking Tape 4"
Consumables	30	Masking Tape 2"
Consumables	1	Masking Tape 1"
Consumables	70	Duct Tape 3"
Consumables	116	Duct Tape 2"
Consumables	5	Grinding Stones 2 x 3
Consumables	12	Grinding Stones 3 x 4
Consumables	1	B/M Silencer II 1 x .035 3-4 Welded Blade
Consumables	5	B/M Silencer II 1 x .035 4-6 Welded Blade
Consumables	3	B/M Silencer II 1 x .035 5-8 Welded Blade
Consumables	7	Matrix 6-10
Consumables	2	Tec Saw 3-4 Welding Blades
Consumables	6	Tec Saw 4-6 Welding Blades
Consumables	3	Tec Saw 5-8 Welding Blades
Consumables	7	Tec Saw 2-3 Welding Blades
Paint	100	Paint - Estimate
Weld Supp	6	Nozzle Tip Dip Anti Spatter Paste
Weld Supp	28	Insulator MB 26 Binzel
Weld Supp	46	Insulator MB501D Binzel
Weld Supp	120	Contact Tip M8 0.9 Tapered Binzel

Schedule 2.1(c) - Inventories

Weld Supp	184	Contact Tip M8 1.2 Tapered Binzel
Weld Supp	30	Nozzle MB26/501/PP Conical Binzel
Weld Supp	7	Lug Hammer 1/0 2/0 Cable
Weld Supp	6	Lug Hammer ON #4 THUR #1 Cable
Weld Supp	70	Contact Tip Holder
Weld Supp	114	Contact Tip Holder
Weld Supp	39	Sylvania 2% Tungsten Ground (all)
Weld Supp	3	600 AMP Ground Clamp Screw
Weld Supp	7	Head 400 AMP RK4
Weld Supp	85	Cutting Tip 00-1-101 Size (all)
Weld Supp	4	Tig Alumina Nozzle 3/8 Linde
Weld Supp	1	Hand Heat Reflector @ Palrs
Weld Supp	60	White Pumper Marker Fibre Metal
Weld Supp	3	Yellow Pumper Marker Fibre Metal
Weld Supp	5	Sweatband Leatherette Fibre Metal
Weld Supp	3	Soapstone 1 Select 1041 Flat
Weld Supp	87	Lato Cool Sweatbands Sponge
Weld Supp	24	Carrier Drive Roll
Weld Supp	9	Tip Cleaner Standard Reg WYPO
Weld Supp	60	Bernard Contact Tip 1/16
Weld Supp	120	Bernard Contact Tip 045
Weld Supp	114	Bernard Contact Tip 035
Weld Supp	38	Bernard Nozzle
Weld Supp	27	Bernard Nozzle
Weld Supp	17	Bernard Defuser
.045 Wire	6	Hobart R x R12-200 20kg
.045 Wire	6	Hobart Fabcor RxR-16-250 25KG 1/16
.045 Wire	7	.045 308LT 11.2 Kobe SS @28lb Ctn SS
.045 Wire	4	.045 309LT 11.2 Kobe SS @28lb Ctn SS
.045 Wire	4	.045 Lincore 50 @25lb Stel Ctn
.045 Wire	5	.045 Dynamang @33lb Ctn
.045 Wire	1	.045 316 L Kobec @ 12.5 lb Ctn
.045 Wire	6	.045 ESAB Coreweld Ultra @25 lb Ctn
.045 Wire	7	.045 ESAB Coreweld Ultra @60 lb Ctn
.045 Wire	5	1/16 ESAB Dual Shield 15 KG
.045 Wire	4	1/16 ESAB Dual Shield 25 KG
.045 Wire	3	035 Murex S-6 44 lb.
.045 Wire	6	3/16 Lincoln Welder L-61 60 lb.
Electrode	7	Stoody Nicromang 1/8 @ 10 lb ctn
Electrode	1	Techalloy 630-16 5/32 @ 10 lbs SS
Electrode	1	ESAB Atom Arc 1/8 @ 10 lbs
Electrode	11	ESAB Core Weld 7024 @ 11 lbs
Electrode	6	ESAB OK 92.18 @ .8 kg
Electrode	96	Arc Air Gouging Rod 3/8 @ Ctn
Electrode	129	Power Weld Air Gouging Rod 5/16 @ Ctn
Electrode	136	Power Weld Air Gouging Rod 1/4 @ Ctn
Electrode	124	Power Weld Air Gouging Rod 3/16@ Ctn
Electrode	400	Arc Air Gouging Rod 1/8 @ Ctn
Electrode	1	Hobart E6011 1/8 @ 4.54 kg Ctn
Electrode	2	Hobart E7018 5/32 @ 4.54 kg Ctn
Electrode	5	Hobart E7018 1/8 @ 4.54 kg Ctn
Electrode	5	Hobart E7018 3/32 @ 4.54 kg Ctn
Electrode	1	Lincoln Blue Max 309 L 1/8 @ 4.5 kg Ctn SS
Electrode	15	ESAB 308L 3/32 @ 1.5 kg Ctn
Electrode	6	ESAB 308L 1/8 @ 4.1 kg Ctn
Electrode	3	ESAB 316L 3/32 @ 1.7 kg Ctn
Brazing Rod	1	Unibraze Silicone Bronze AWS A537 1/16 @4lb
Brazing Rod	1	Unibraze ER 308 3/32 @ 5 kg Ctn
Tiq Rod	1	ESAB R40 43HQ 1/8 @ 4.54 kg AL Ctn
Tiq Rod	1	ESAB R53 56H8 1/8 @ 4.54 kg AL Ctn
Tiq Rod	1	ESAB 308 L 1/16 @ 5 kg SS Ctn
Tiq Rod	1	ESAB 308 L 3/32 @ 5 kg SS Ctn
Tiq Rod	1	Sandvik 309 3/32 @ 5 kg SS Ctn
Tiq Rod	1	Sodel 660 Bronze 1/8 @ 5 kg Ctn
Tiq Rod	1	ESAB ER 316 L 1/16 @ 5 kg SS Ctn
Tiq Rod	1	Powerweld ER 70S-2
Electrode	1	McKay ALUM 3/32
Electrode	1	ESAB 308L 1/8
Electrode	1	ESAB 309 1/8
Electrode	1	Powerweld ER 70S-1/16

Schedule 2.1(c) - Inventories

Electrode	1	ESAB 309 1/16
Electrode	2	ESAB 4043 Alum 1/16
SS Fast	10	#8-32 HX Nut
SS Fast	246	#8 F/W
SS Fast	50	#8 L/W
SS Fast	48	#8-32 x 3/8 HHCS
SS Fast	83	#8-32 x 1/2 HHCS
SS Fast	57	#8-32 x 3/4 HHCS
SS Fast	53	#8-32 x 1 HHCS
SS Fast	5	#8-32 x HX NYLOCK
SS Fast	17	#10-32 HX Nut
SS Fast	16	#10-32 x 3/4 HHCS
SS Fast	4	#10-32 x 5/8 HHCS
SS Fast	68	#10-24 x 3/4 HHCS
SS Fast	63	#10-24 x 2 1/2 HHCS
SS Fast	159	1/4-20 Hx Nylock
SS Fast	180	1/4-20 HXNUT
SS Fast	15	1/4 F/W
SS Fast	100	1/4 L/W
SS Fast	73	1/4-20 x 1 HHCS
SS Fast	61	1/4-20 x 1-1/4 HHCS
SS Fast	81	1/4-20 x 1-1/2 HHCS
SS Fast	101	1/4-20 x 2 HHCS
SS Fast	38	1/4-20 x 2-1/4 HHCS
SS Fast	38	1/4-20 x 2-1/2 HHCS
SS Fast	84	1/4-20 x 1/2 HHCS
SS Fast	55	5/16-18 HXNUT
SS Fast	312	5/16 F/W
SS Fast	62	5/16 L/W
SS Fast	88	5/16-18 x 3/4 HHCS
SS Fast	65	5/16-18 x 1 HHCS
SS Fast	112	3/8-16 HXNUT
SS Fast	228	3/8-16 NYLOC
SS Fast	343	3/8 F/W
SS Fast	297	3/8 L/W
SS Fast	74	3/8-16 x 3/4 HHCS
SS Fast	42	3/8-16 x 1-1/2 HHCS
SS Fast	98	3/8-16 x 1-3/4 HHCS
SS Fast	51	3/8-16 x 2 HHCS
SS Fast	158	3/8-16 x 2-1/2 HHCS
SS Fast	93	3/8-16 x 2-3/4 HHCS
SS Fast	223	3/8-16 x 1-1/2 FSHCS
SS Fast	93	3/8-16 x 1-3/4 FSHCS
SS Fast	78	3/8-16 x 3 HHCS
SS Fast	130	7/16-14 x 1 HHCS
SS Fast	5	7/16-14 x 1-1/2 SHCS
SS Fast	171	1/2-13 x 3/4 HHCS
SS Fast	11	1/2-13 x 1 HHCS
SS Fast	295	1/2-13 x 1-1/4 HHCS
SS Fast	159	1/2-13 x 1-1/2 HHCS
SS Fast	431	1/2-13 x 2-1/2 HHCS
SS Fast	90	1/2-13 x 3 HHCS
SS Fast	240	1/2-13 x 3-1/4 HHCS
SS Fast	200	1/2-13 x 3-1/2 HHCS
SS Fast	58	1/2-13 x 4 HHCS
SS Fast	111	1/2-13 x 4-1/2 HHCS
SS Fast	254	1/2-13 x 2-1/4 FSHCS
SS Fast	32	1/2-13 x 6 FSHCS
SS Fast	8	1/2-13 x 5 FSHCS
SS Fast	90	1/2-13 x 3 FSHCS
SS Fast	103	1/2-13 x 3-1/4 FSHCS
SS Fast	102	1/2-13 x 3-1/2 FSHCS
SS Fast	35	1/2-13 x 5-1/2 FSHCS
SS Fast	4	1/2-13 x 5 SHCS
SS Fast	113	1/2-13 x 3 SHCS
SS Fast	20	1/2-13 x 3-3/4 SHCS
SS Fast	11	1/2-13 x 5 HHCS
SS Fast	600	1/2-13 x 2 SHCS
SS Fast	122	5/8-11 NVY HXNUT
SS Fast	263	5/8-11 HXNUT

Schedule 2.1(c) - Inventories

SS Fast	567	5/8 F/W
SS Fast	321	5/8 L/W
SS Fast	104	5/8 L/W HIC
SS Fast	113	5/8-11 x 1 HHCS
SS Fast	5	5/8-11 x 1-1/4 HHCS
SS Fast	85	5/8-11 x 2 HHCS
SS Fast	112	5/8-11 x 2- 1/2 HHCS
SS Fast	701	5/8-11 x 1-1/2 HHCS
SS Fast	98	5/8-11 x 2 SHCS
SS Fast	53	5/8-11 x 2-1/4 SHCS
SS Fast	61	5/8-11 x 3-1/2 SHCS
SS Fast	71	5/8-11 x 3 SHCS
SS Fast	52	5/8-11 x 1-3/4 FSHCS
SS Fast	105	5/8-11 x 3-1/2 FSHCS
SS Fast	34	5/8-11 x 3 SHCS
SS Fast	57	5/8-11 x 3 3/4 FSHCS
SS Fast	347	3/4-10 HXNUT
SS Fast	138	3/4 F/W
SS Fast	216	3/4 L/W
SS Fast	23	3/4-10 x 2 HHCS
SS Fast	2	3/4-10 x 2-1/2 HHCS
SS Fast	11	3/4-10 x 3 HHCS
SS Fast	38	3/4-10 x 4 HHCS
SS Fast	42	1-8 HXNUT
SS Fast	18	1-1/4-7 HXNUT
SS Fast	20	1-1/4 F/W
SS Fast	17	5/32 x 1 1/2 Cotter Pin
SS Fast	125	5/32 x 2 Cotter Pin
SS Fast	100	5/32 x 1 Cotter Pin
SS Fast	22	1/8 x 1 Cotter Pin
SS Fast	45	1/8 x 1-1/2 Cotter Pin
SS Fast	5	3/16 x 2 Cotter Pin
SS Fast	100	3/16 x 3 Cotter Pin
SS Fast	10	1/4 x 3 Cotter Pin
SS Fast	69	1/4 x 4 Cotter Pin
SS Fast	25	5/16 x 1-1/2 Cotter Pin
SS Fast	68	5/16 x 3-1/2 Cotter Pin
SS Fast	25	3/8 x 3 Cotter Pin
SS Fast	44	3/8 x 3-12 Cotter Pin
SS Fast	11	3/8 x 4 Cotter Pin
SS Fast	23	3/8 x 4-1/2 Cotter Pin
SS Fast	24	3/8 x 7 Cotter Pin
Steel Fast	567	1/4-20 HXNUT
Steel Fast	175	1/4-20 NYLOC
Steel Fast	675	1/4 F/W
Steel Fast	853	1/4 L/W
Steel Fast	171	1/4-20 x 1/2 HHCS
Steel Fast	95	1/4-20 x 3/4 HHCS
Steel Fast	125	1/4-20 x 1 HHCS
Steel Fast	98	1/4-20 x 1-1/4 HHCS
Steel Fast	88	1/4-20 x 1-1/2 HHCS
Steel Fast	102	1/4-20 x 1-3/4 HHCS
Steel Fast	119	1/4-20 x 2 HHCS
Steel Fast	136	1/4-20 x 2-1/4 HHCS
Steel Fast	217	1/4-20 x 2-1/2 HHCS
Steel Fast	184	1/4-20 x 2-3/4 HHCS
Steel Fast	156	1/4-20 x 3 HHCS
Steel Fast	202	1/4-20 x 3-1/4 HHCS
Steel Fast	148	1/4-20 x 3-1/2 HHCS
Steel Fast	118	1/4-20 x 3-3/4 HHCS
Steel Fast	122	1/4-20 x 4 HHCS
Steel Fast	120	1/4-20 x 4-1/2 HHCS
Steel Fast	70	1/4-20 x 7 HHCS
Steel Fast	134	1/4-20 x 1/2 SHCS
Steel Fast	120	1/4-20 x 3/4 SHCS
Steel Fast	162	1/4-20 x 7/8 SHCS
Steel Fast	102	1/4-20 x 1 SHCS
Steel Fast	159	1/4-20 x 1-1/4 SHCS
Steel Fast	155	1/4-20 x 1-1/2 SHCS
Steel Fast	82	1/4-20 x 1-3/4 SHCS



Schedule 2.1(c) - Inventories

Steel Fast	187	1/4-20 x 2-1/2 SHCS
Steel Fast	36	1/4-20 x 7 SHCS
Steel Fast	40	1/4-20-3/4 FSHCS
Steel Fast	89	1/4-20 x 1/2 FSHCS
Steel Fast	23	1/4-20 x 5/8 FSHCS
Steel Fast	97	1/4-20 x 3/4 FSHCS
Steel Fast	63	1/4-20 x 1 FSHCS
Steel Fast	127	1/4-20 x 1-1/4 FSHCS
Steel Fast	83	1/4-20 x 1-1/2 FSHCS
Steel Fast	91	1/4-20 x 2 FSHCS
Steel Fast	218	1/4-20 x 2-1/2 FSHCS
Steel Fast	146	1/4-20 x 3-1/2 FSHCS
Steel Fast	148	1/4-20 x 2-1/4 FSHCS
Steel Fast	91	1/4-20 x 3 FSHCS
Steel Fast	680	5/16-18 HXNUT
Steel Fast	178	5/16-18 NYLOC
Steel Fast	610	5/16-18 F/W
Steel Fast	1047	5/16-18 L/W
Steel Fast	160	5/16-18 WING NUT
Steel Fast	168	5/16-18 x 1/2 HHCS
Steel Fast	106	5/16-18 x 3/4 HHCS
Steel Fast	114	5/16-18 x 1 HHCS
Steel Fast	119	5/16-18 x 1-1/4 HHCS
Steel Fast	858	5/16-18 x 1-1/2 HHCS
Steel Fast	181	5/16-18 x 1-3/4 HHCS
Steel Fast	298	5/16-18 x 2 HHCS
Steel Fast	232	5/16-18 x 2-1/4 HHCS
Steel Fast	251	5/16-18 x 2-1/2 HHCS
Steel Fast	266	5/16-18 x 2-3/4 HHCS
Steel Fast	307	5/16-18 x 3 HHCS
Steel Fast	79	5/16-18 x 3-1/2 HHCS
Steel Fast	84	5/16-18 x 4 HHCS
Steel Fast	69	5/16-18 x 4-1/2 HHCS
Steel Fast	106	5/16-18 x 5 HHCS
Steel Fast	43	5/16-18 x 5/8 FSHCS
Steel Fast	202	5/16-18 x 3/4 FSHCS
Steel Fast	35	5/16-18 x 1 FSHCS
Steel Fast	101	5/16-18 x 1-1/4 FSHCS
Steel Fast	266	5/16-18 x 1-1/2 FSHCS
Steel Fast	21	5/16-18 x 2-1/2 FSHCS
Steel Fast	54	5/16-18 x 3/4 SHCS
Steel Fast	201	5/16-18 x 1 SHCS
Steel Fast	462	5/16-18 x 1-1/4 SHCS
Steel Fast	108	5/16-18 x 1-1/2 SHCS
Steel Fast	93	5/16-18 x 1-3/4 SHCS
Steel Fast	75	5/16-18 x 3 SHCS
Steel Fast	36	3/8-16 HXNUT
Steel Fast	172	3/8-16 NYLOC
Steel Fast	72	3/8-16 WING NUT
Steel Fast	294	3/8-16 F/W
Steel Fast	781	3/8-16 L/W
Steel Fast	211	3/8-16 x 1/2 HHCS
Steel Fast	210	3/8-16 x 3/4 HHCS
Steel Fast	287	3/8-16 x 1 HHCS
Steel Fast	800	3/8-16 x 1-1/4 HHCS
Steel Fast	181	3/8-16 x 1-1/2 HHCS
Steel Fast	184	3/8-16 x 1-3/4 HHCS
Steel Fast	109	3/8-16 x 2 HHCS
Steel Fast	97	3/8-16 x 2-1/4 HHCS
Steel Fast	184	3/8-16 x 2-1/2 HHCS
Steel Fast	65	3/8-16 x 2-3/4 HHCS
Steel Fast	129	3/8-16 x 3 HHCS
Steel Fast	129	3/8-16 x 3-1/4 HHCS
Steel Fast	160	3/8-16 x 3-1/2 HHCS
Steel Fast	105	3/8-16 x 4 HHCS
Steel Fast	109	3/8-16 x 4-1/2 HHCS
Steel Fast	88	3/8-16 x 5 HHCS
Steel Fast	66	3/8-16 x 5-1/2 HHCS
Steel Fast	96	3/8-16 x 6 HHCS
Steel Fast	120	3/8-16 x 7 HHCS

Schedule 2.1(c) - Inventories

Steel Fast	201	3/8-16 x 3/4 FSHCS
Steel Fast	186	3/8-16 x 3/4 FSHCS
Steel Fast	508	3/8-16 x 1 FSHCS
Steel Fast	167	3/8-16 x 1-1/2 FSHCS
Steel Fast	236	3/8-16 x 2 FSHCS
Steel Fast	115	3/8-16 x 3 FSHCS
Steel Fast	115	3/8-16 x 3-1/2 FSHCS
Steel Fast	42	3/8-16 x 4 FSHCS
Steel Fast	142	3/8-16 x 3/4 SHCS
Steel Fast	115	3/8-16 x 1 SHCS
Steel Fast	70	3/8-16 x 1-1/4 SHCS
Steel Fast	223	3/8-16 x 1-1/2 SHCS
Steel Fast	70	3/8-16 x 1-3/4 SHCS
Steel Fast	80	3/8-16 x 2 SHCS
Steel Fast	78	3/8-16 x 2-1/2 SHCS
Steel Fast	117	3/8-16 x 2-3/4 SHCS
Steel Fast	84	3/8-16 x 3 SHCS
Steel Fast	278	7/16-14 HXNUT
Steel Fast	533	7/16-14 NYLOC
Steel Fast	198	7/16 F/W
Steel Fast	487	7/16 L/W
Steel Fast	107	7/16-14 x 1/2 HHCS
Steel Fast	98	7/16-14 x 1 HHCS
Steel Fast	124	7/16-16 x 1-1/4 HHCS
Steel Fast	109	7/16-16 x 1-1/2 HHCS
Steel Fast	98	7/16-16 x 1-3/4 HHCS
Steel Fast	120	7/16-16 x 2 HHCS
Steel Fast	35	7/16-16 x 2-3/4 SNCS
Steel Fast	35	7/16-16 x 3-3/4 SNCS
Steel Fast	1379	1/2-13 HXNUT
Steel Fast	115	1/2-13 NYLOC
Steel Fast	99	1/2 WING NUT
Steel Fast	215	1/2 F/W
Steel Fast	387	1/2 F/W Body
Steel Fast	294	1/2 L/W
Steel Fast	139	1/2 L/W High Collar
Steel Fast	91	1/2-13 x 1/2 HHCS
Steel Fast	108	1/2-13 x 3/4 HHCS
Steel Fast	58	1/2-13 x 1 HHCS
Steel Fast	94	1/2-13 x 1-1/4 HHCS
Steel Fast	504	1/2-13 x 1-1/2 HHCS
Steel Fast	222	1/2-13 x 1-3/4 HHCS
Steel Fast	89	1/2-13 x 2 HHCS
Steel Fast	76	1/2-13 x 2-1/4 HHCS
Steel Fast	167	1/2-13 x 2-1/2 HHCS
Steel Fast	119	1/2-13 x 2-3/4 HHCS
Steel Fast	121	1/2-13 x 3 HHCS
Steel Fast	84	1/2-13 x 3-1/4 HHCS
Steel Fast	67	1/2-13 x 3-1/2 HHCS
Steel Fast	51	1/2-13 x 3-3/4 HHCS
Steel Fast	68	1/2-13 x 4 HHCS
Steel Fast	39	1/2-13 x 4-1/2 HHCS
Steel Fast	106	1/2-13 x 5 HHCS
Steel Fast	31	1/2-13 x 5-1/2 HHCS
Steel Fast	45	1/2-13 x 6 HHCS
Steel Fast	23	1/2-13 x 7 HHCS
Steel Fast	68	1/2-13 x 3/4 SHCS
Steel Fast	133	1/2-13 x 1 SHCS
Steel Fast	131	1/2-13 x 1-1/4 SHCS
Steel Fast	57	1/2-13 x 1-1/2 SHCS
Steel Fast	42	1/2-13 x 1-3/4 SHCS
Steel Fast	167	1/2-13 x 2 SHCS
Steel Fast	36	1/2-13 x 2-1/4 SHCS
Steel Fast	63	1/2-13 x 2-1/2 SHCS
Steel Fast	59	1/2-13 x 2-3/4 SHCS
Steel Fast	44	1/2-13 x 3 SHCS
Steel Fast	42	1/2-13 x 3-1/4 SHCS
Steel Fast	29	1/2-13 x 4 SHCS
Steel Fast	62	1/2-13 x 4-1/2 SHCS
Steel Fast	29	1/2-13 x 10 SHCS

## Schedule 2.1(c) - Inventories

Steel Fast	157	1/2-13 x 1 FSHCS
Steel Fast	185	1/2-13 x 1-1/4 FSHCS
Steel Fast	51	1/2-13 x 1-1/2 FSHCS
Steel Fast	169	1/2-13 x 2 FSHCS
Steel Fast	82	1/2-13 x 2-1/4 FSHCS
Steel Fast	35	1/2-13 x 2-1/2 FSHCS
Steel Fast	45	1/2-13 x 3 FSHCS
Steel Fast	79	1/2-13 x 3-1/2 FSHCS
Steel Fast	59	1/2-13 x 3-3/4 FSHCS
Steel Fast	44	1/2-13 x 4 FSHCS
Steel Fast	62	1/2-13 x 4-1/2 FSHCS
Steel Fast	47	1/2-13 x 7 FSHCS
Steel Fast	144	5/8-11 HXNUT
Steel Fast	169	5/8-11 NYLOC
Steel Fast	224	5/8 F/W
Steel Fast	96	5/8 L/W
Steel Fast	21	5/8 L/W High Collar
Steel Fast	80	5/8-11 x 1 HHCS
Steel Fast	66	5/8-11 x 1-1/4 HHCS
Steel Fast	75	5/8-11 x 1-1/2 HHCS
Steel Fast	64	5/8-11 x 1-3/4 HHCS
Steel Fast	49	5/8-11 x 2 HHCS
Steel Fast	167	5/8-11 x 2-1/4 HHCS
Steel Fast	26	5/8-11 x 2-1/2 HHCS
Steel Fast	32	5/8-11 x 2-3/4 HHCS
Steel Fast	49	5/8-11 x 3 HHCS
Steel Fast	111	5/8-11 x 3-1/4 HHCS
Steel Fast	30	5/8-11 x 3-1/2 HHCS
Steel Fast	54	5/8-11 x 3-3/4 HHCS
Steel Fast	20	5/8-11 x 4 HHCS
Steel Fast	31	5/8-11 x 4-1/2 HHCS
Steel Fast	33	5/8-11 x 5 HHCS
Steel Fast	36	5/8-11 x 1 SHCS
Steel Fast	45	5/8-11 x 1-1/4 SHCS
Steel Fast	39	5/8-11 x 1-1/2 SHCS
Steel Fast	96	5/8-11 x 1-3/4 SHCS
Steel Fast	131	5/8-11 x 2 SHCS
Steel Fast	124	5/8-11 x 2-1/4 SHCS
Steel Fast	53	5/8-11 x 2-1/2 SHCS
Steel Fast	33	5/8-11 x 3 SHCS
Steel Fast	6	5/8-11 x 6 SHCS
Steel Fast	17	5/8-11 x 3/4 FSHCS
Steel Fast	51	5/8-11 x 1 FSHCS
Steel Fast	38	5/8-11 x 1-1/4 FSHCS
Steel Fast	24	5/8-11 x 1-1/2 FSHCS
Steel Fast	33	5/8-11 x 1-3/4 FSHCS
Steel Fast	50	5/8-11 x 2 FSHCS
Steel Fast	56	5/8-11 x 2-1/2 FSHCS
Steel Fast	45	5/8-11 x 3 FSHCS
Steel Fast	126	3/4-10 HXNUT
Steel Fast	77	3/4-10 NYLOC
Steel Fast	76	3/4 JAM NUT
Steel Fast	73	3/4 F/W
Steel Fast	103	3/4 L/W
Steel Fast	5	3/4 L/W High Collar
Steel Fast	74	3/4-10 x 1 HHCS
Steel Fast	70	3/4-10 x 1-1/4 HHCS
Steel Fast	1	3/4-10 x 1-1/2 HHCS
Steel Fast	51	3/4-10 x 1-3/4 HHCS
Steel Fast	60	3/4-10 x 2 HHCS
Steel Fast	60	3/4-10 x 2-1/4 HHCS
Steel Fast	71	3/4-10 x 2-1/2 HHCS
Steel Fast	75	3/4-10 x 2-3/4 HHCS
Steel Fast	65	3/4-10 x 3 HHCS
Steel Fast	51	3/4-10 x 3-1/4 HHCS
Steel Fast	31	3/4-10 x 3-1/2 HHCS
Steel Fast	47	3/4-10 x 3-3/4 HHCS
Steel Fast	28	3/4-10 x 4 HHCS
Steel Fast	36	3/4-10 x 4-1/2 HHCS
Steel Fast	26	3/4-10 x 5 HHCS

Schedule 2.1(c) - Inventories

Steel Fast	25	3/4-10 x 6 HHCS
Steel Fast	17	3/4-10 x 10 HHCS
Steel Fast	34	3/4-10 x 1 SHCS
Steel Fast	43	3/4-10 x 1-1/2 SHCS
Steel Fast	21	3/4-10 x 2 SHCS
Steel Fast	33	3/4-10 x 2-1/2 SHCS
Steel Fast	59	3/4-10 x 3 SHCS
Steel Fast	52	3/4-10 x 4 SHCS
Steel Fast	24	3/4-10 x 4-1/2 SHCS
Steel Fast	24	3/4-10 x 2 FSHCS
Steel Fast	27	3/4-10 x 2-1/4 FSHCS
Steel Fast	19	3/4-10 x 2-1/2 FSHCS
Steel Fast	74	7/8-9 HXNUT
Steel Fast	129	7/8 F/W
Steel Fast	135	7/8 L/W
Steel Fast	35	7/8-9 x 2 HHCS
Steel Fast	29	7/8-9 x 2-1/2 HHCS
Steel Fast	20	7/8-9 x 2-3/4 HHCS
Steel Fast	37	1-8 H x Jam Nut
Steel Fast	57	1-8 HXNUT
Steel Fast	76	1 F/W
Steel Fast	183	1 L/W
Steel Fast	30	1-8 x 1-1/2 HHCS
Steel Fast	15	1-8 x 2 HHCS
Steel Fast	12	1-8 x 2-1/2 HHCS
Steel Fast	34	1-8 x 3 HHCS
Steel Fast	18	1-8 x 3-1/2 HHCS
Steel Fast	49	1-8 x 4 HHCS
Steel Fast	21	1-8 x 4-1/2 HHCS
Steel Fast	18	1-8 x 5-1/2 HHCS
Steel Fast	21	1-8 x 6-1/2 HHCS
Steel Fast	22	1-8 x 2 FSHCS
Steel Fast	24	1-8 x 3 FSHCS
Steel Fast	3	1-8 x 2-1/2 SHCS
Steel Fast	3	1-8 x 4 SHCS
Steel Fast	18	1-8 x 5 SHCS
Steel Fast	23	1-8 x 6 SHCS
Steel Fast	1	1-8 x 9 SHCS
Steel Fast	8	1-1/4-7 HXNUT
Small Tools	1	Rellance Beveler
Small Tools	7	Magforce Roto Broach
Small Tools	6	Milwaukee Mag Drills ( large )
Small Tools	1	Walter Mag Drills ( medium )
Small Tools	1	Electric Chop Saws
Small Tools	1	Electric Skill Saws
Small Tools	2	Electric Jig Saws
Small Tools	1	Unishear Electric Nibblers
Small Tools	1	Electric Heat Pan
Small Tools	1	Electric Belt Sander
Small Tools	1	Soldering Iron
Small Tools	1	Soldering Gun
Small Tools	1	Bearing Heater
Small Tools	2	Honing Jaws & Fingers - Sunnen Hone
Small Tools	1	6 ft Levels
Small Tools	6	4 ft Levels
Small Tools	3	20 Ton Bottle Jacks
Small Tools	3	12 Ton Bottle Jacks
Small Tools	2	6 Ton Bottle Jacks
Small Tools	10	1/2 Ton Lever Chain Puller
Small Tools	2	4 Ton Lever Chain Pullers
Small Tools	11	Makita 7" Grinders
Small Tools	5	Makita 5" Grinders
Small Tools	43	Bosch 4 1/2" Grinders
Small Tools	1	Electric 1/2" Impact Guns
Small Tools	4	Electric 1/2" Church Drills
Small Tools	5	600 LB Magnets
Small Tools	72	Air Die Grinders 1/4"
Small Tools	7	Air Die Grinders 90 1/4"
Small Tools	9	Air Hammers
Small Tools	2	Air Ratchets 3/8"

Schedule 2.1(c) - Inventories

Small Tools	1	Air Ratchets 1/2"
Small Tools	5	Large Air Die Grinders
Small Tools	1	Large Electric Die Grinder
Small Tools	1	Air Impact Gun 3/4"
Small Tools	4	Air Impact Gun 1"
Small Tools	2	Air Impact Gun 1/2"
Small Tools	1	Air Impact Gun 3/8"
Small Tools	1	Pipe Wrench 48"
Small Tools	1	Pipe Wrench 36"
Small Tools	1	Adjustable Wrench 24"
Small Tools	1	Open End Box End Wrench 1 7/16"
Small Tools	1	Extention 1/2" x 24"
Small Tools	2	Ratchet 3/4" Drive
Small Tools	1	Snap On Johnson Bar 1" x 30"
Small Tools	2	1" Drive x 2 5/8" Impact Socket
Small Tools	3	1" Drive x 2 1/2" Impact Socket
Small Tools	2	1" Drive x 2 3/8" Impact Socket
Small Tools	1	1" Drive x 2 3/16" Impact Socket
Small Tools	3	1" Drive x 2 1/4" Impact Socket
Small Tools	4	1" Drive x 2" Impact Socket
Small Tools	2	1" Drive x 1 7/8" Impact Socket
Small Tools	3	1" Drive x 1 13/16" Impact Socket
Small Tools	1	1" Drive x 1 3/4" Impact Socket
Small Tools	1	1" Drive x 1 1/2" Impact Socket
Small Tools	1	1" Drive x 1 7/16" Impact Socket
Small Tools	1	1" Drive x 1 5/16" Impact Socket
Small Tools	2	1" Drive x 1 1/4" Impact Socket
Small Tools	1	3/4" Drive x 2 3/16" Impact Socket
Small Tools	8	3/4" Drive x 2" Impact Socket
Small Tools	3	3/4" Drive x 1 7/8" Impact Socket
Small Tools	4	3/4" Drive x 1 3/4" Impact Socket
Small Tools	1	3/4" Drive x 1 5/8" Impact Socket
Small Tools	1	3/4" Drive x 1 1/2" Impact Socket
Small Tools	2	3/4" Drive x 1 7/16" Impact Socket
Small Tools	5	3/4" Drive x 1 3/8" Impact Socket
Small Tools	1	3/4" Drive x 1 5/16" Impact Socket
Small Tools	1	3/4" Drive x 1 1/4" Impact Socket
Small Tools	2	Complete Set of Sockets 1/2" Drive 7/16" - 1" Imp
Small Tools	1	Complete Set of Sockets 1/2" Drive 7/16" - 1" Imp
Small Tools	1	Complete Set of Sockets 1/2" Drive 11mm - 24mm
Small Tools	1	Complete Set of Sockets 1" Drive 1" - 1 1/2" Imp
Small Tools	1	Electrical Chain Saw
Small Tools	25	Shop Fans
Small Tools	4	Torque Wrenches
Small Tools	1	Electric Concrete Saw
Small Tools	62	Bessy Clamps Assorted Sizes
Small Tools	5	Shop Vaccums
Chain Slings	1	10m x 6' Capacity 18,260 lbs.
Chain Slings	1	3/8" x 6' Capacity 12,300 lbs.
Chain Slings	1	3/8" x 12' Capacity 12,300 lbs.
Chain Slings	1	Campbell 1/2" x 12' 8" Capacity 19,500 lbs.
Chain Slings	1	5/8" x 8' Capacity 18,100 lbs.
Chain Slings	1	3/8" x 18" Capacity 7,100 lbs.
Chain Slings	1	5/8" x 15' Capacity 18,100 lbs.
Chain Slings	1	RMH 1/2" x 21' 1" Capacity 31,200 lbs.
Chain Slings	1	3/8" x 18" Capacity 7,100 lbs.
Chain Slings	6	3/8" x 4' 2" Capacity 7,100 lbs.
Chain Slings	1	3/8" x 10' 2" Capacity 12,300 lbs.
Chain Slings	1	Model DOS 19,500 lbs., 1/2" x 7'
Chain Slings	2	1/2" x 2' Capacity 12,000 lbs.
Chain Slings	1	Model DOSA 31,300 lbs., 5/8" x 18' 4"
Chain Slings	1	Model DOSA 31,000 lbs., 5/8" x 7' 6"
Chain Slings	1	5/8" x 15' Capacity 18,100 lbs.
Chain Slings	1	Model DOSA 49,000 lbs., 3/4" x 14' 2"
Chain Slings	1	Model DOSA 20,800 lbs., 1/2" x 9'
Chain Slings	1	9/32" x 6' Capacity 9,100 lbs.
Hoist Rings	10	7/8 Capacity 10,000 lbs.
Hoist Rings	6	1" 1/4 Capacity 15,000 lbs.
Hoist Rings	2	3/4 Capacity 2,500 lbs.
Hoist Rings	4	3/4 Capacity 8,000 lbs.

## Schedule 2.1(c) - Inventories

Nylon Slings	6	6' x 2"
Nylon Slings	1	10' Slinger Poly Round Sling
Nylon Slings	3	6' x 4"
Nylon Slings	1	10' Capacity 36,500 lbs.
Steel Strap	2	Steel Mesh Strap - 10' x 4'
I - bolts	13	1"
I - bolts	10	1 1/2"
I - bolts	3	3/4"
I - bolts	6	7/8"
I - bolts	7	5/8"
I - bolts	6	1/2"
Beam Lifters	4	11,000 lbs.
Milling Inserts	10	AMERICARB 5715246
Milling Inserts	16	KENAMETAL 1165037
Milling Inserts	10	KORLOY 146128
Milling Inserts	17	MITSUBISHI F620
Milling Inserts	1	SECO 000 94730
Milling Inserts	120	SOWA 146346
Milling Inserts	10	SOWA 146594
Milling Inserts	7	SOWA 146646
Milling Inserts	13	SOWA 146712
Milling Inserts	7	SOWA 146840
Milling Inserts	74	SOWA 147530
Milling Inserts	34	SOWA 147534
Milling Inserts	7	SOWA 147536
Milling Inserts	25	SOWA 147664
Milling Inserts	54	SOWA 147716
Milling Inserts	15	TRIUMPH SNMG543-B25
Milling Inserts	29	TCMT 32-52 KT 300
Milling Inserts	14	SOWA 147644
Milling Inserts	13	SOWA 146356
Milling Inserts	51	SOWA 146128
Milling Inserts	24	SOWA 146417
Milling Inserts	10	ARKT1604PDSRSTP30MC
Milling Inserts	5	APKT1604PDSR-M PM25C
Milling Inserts	20	KORLOY 2100570
Milling Inserts	10	KORLOY 147-746-R10
Milling Inserts	29	ISCAR 05599126
Milling Inserts	10	ISCAR ONHU-0806AN-RW
Milling Inserts	30	ISCAR ADMM150308-88 IC635
Milling Inserts	10	SECO OFEN070422TR
Milling Inserts	9	WALTER SMMX1205ANNF57 WKP355
Milling Inserts	38	KORLOY 62102012
Milling Inserts	14	SOWA 2160-548
Milling Inserts	10	KORLOY 2109025
Milling Inserts	10	KORLOY 2102720
Milling Inserts	20	KORLOY 2740657564
Milling Inserts	53	WALTER 5868509
Milling Inserts	34	WALTER 5887130
Milling Inserts	47	WALTER5278370
Milling Inserts	6	ISCAR 5505528
Milling Inserts	20	ISCAR 05507940
Milling Inserts	18	ISCAR ADMT1503FDR-HM
Milling Inserts	10	SOWA 147522
Milling Inserts	5	KORLOY 210002720
Milling Inserts	11	KORLOY 147746
Milling Inserts	20	KORLOY 2105408
Milling Inserts	9	KORLOY 2105234
Grinding Disc	30	TYROLIT FLAP DISC 4 1/2 680369
Grinding Disc	106	SAIT 4 1/2 X 1/4 20160
Grinding Disc	92	SAIT4 1/2 X 1/8 22130
Grinding Disc	214	TYROLIT CUTTING DISC 4 1/2 384142
Grinding Disc	37	SAIT STAINLESS 4 1/2 X 1/4 24210
Grinding Disc	30	SAIT STAINLESS 4 1/2 X 1/8 24310
Grinding Disc	17	SAIT STAINLESS 7 X 1/8 22289
Grinding Disc	11	SAIT STAINLESS 7 1/4 24225
Grinding Disc	24	TYROLIT CUTTING DISC 7 920352
Grinding Disc	25	TYROLIT SANDING DISC 4 1/2 GR24 706049
Grinding Disc	60	TYROLIT SANDING DISC 4 1/2 GR36 706050
Grinding Disc	38	TYROLIT SANDING DISC 4 1/2 GR60 706052

**Schedule 2.1(c) - Inventories**

Grinding Disc	31	TRYROLIT SANDING DISC 4 1/2 GR80 706053
Grinding Disc	66	TYROLIT SANDING DISC 4 1/2 GR100 20908256

**Inventory - Metal Stock**

Description	Part number	Weight	Qty Feet	Qty Lbs
Angle Alum 1-1/2 x 1-1/2 x 3/16	ANA150150X0188	0.16	27.00	4.32
Angle Alum 2 x 2 x 3/16	ANA200200X0188	0.34	12.00	4.08
Angle Alum 3 x 3 x 1/4	ANA300300X0250	0.51	5.00	2.55
Angle Alum 3-1/2 x 2-1/2 x 1/4	ANA350250X0250	0.51	9.00	4.59
Angle HR 1 x 1 x 3/16	ANH100100X0188	1.16	18.00	20.88
Angle HR 1-1/2 x 1-1/2 x 1/4	ANH150150X0250	2.34	12.00	28.08
Angle HR 2 x 2 x 1/4	ANH200200X0250	3.19	40.00	127.60
Angle HR 2-1/2 x 2 x 3/8	ANH250200X0375	5.30	247.00	1,309.10
Angle HR 2-1/2 x 2-1/2 x 1/2	ANH250250X0500	7.70	13.00	100.10
Angle HR 3 x 2 x 3/8	ANH300200X0375	5.90	35.00	206.50
Angle HR 3 x 2-1/2 x 1/2	ANH300250X0500	8.50	40.00	340.00
Angle HR 4 x 3 x 5/16	ANH400300X0313	7.20	17.00	122.40
Angle HR 4 x 3-1/2 x 1/2	ANH400350X0500	11.90	23.00	273.70
Angle HR 4 x 4 x 1/4	ANH400400X0250	6.60	12.00	79.20
Angle HR 4 x 4 x 1/2	ANH400400X0500	12.80	22.00	281.60
Angle HR 5 x 3 x 1/4	ANH500300X0250	6.60	51.00	336.60
Angle HR 5 x 3 x 3/8	ANH500300X0375	9.80	1,086.00	10,642.80
Angle HR 5 x 3-1/2 x 1/4	ANH500350X0250	6.52	24.00	156.48
Angle HR 5 x 5 x 3/16	ANH500500X0188	6.15	20.00	123.00
Angle HR 5 x 5 x 3/8	ANH500500X0375	12.30	56.00	688.80
Angle HR 5 x 5 x 1/2	ANH500500X0500	16.20	43.00	696.60
Angle HR 6 x 3-1/2 x 5/16	ANH600350X0313	9.80	40.00	392.00
Angle HR 6 x 3-1/2 x 3/8	ANH600350X0375	11.70	16.00	187.20
Angle HR 6 x 6 x 3/8	ANH600600X0375	14.90	14.00	208.60
Angle HR 6 x 6 x 1/2	ANH600600X0500	19.60	35.00	686.00
Angle HR 7 x 4 x 3/8	ANH700400X0375	13.60	1,530.00	20,808.00
Angle HR 8 x 4 x 3/4	ANH800400X0750	28.70	16.00	459.20
Angle SS 304 1-1/4 x 1-1/4 x 1/4	ANS125125X0250	1.92	11.00	21.12
Angle SS 304 1-1/2 x 1-1/2 x 1/4	ANS150150X0250	2.34	15.00	35.10
Angle SS 304 2 x 2 x 3/16	ANS200200X0188	2.44	17.00	41.48
Angle SS 304 2 x 2 x 1/4	ANS200200X0250	3.19	13.00	41.47
Angle SS 304 2 x 2 x 3/8	ANS200200X0375	4.70	7.00	32.90
Angle SS 304 2-1/2 x 2-1/2 x 3/16	ANS250250X0188	3.07	13.00	39.91
Angle SS 304 2-1/2 x 2-1/2 x 1/4	ANS250250X0250	4.10	40.00	164.00
Angle SS 304 3 x 2 x 1/4	ANS300200X0250	3.92	20.00	78.40
Angle SS 304 3 x 3 x 3/16	ANS300300X0188	3.67	28.00	102.76
Angle SS 304 3 x 3 x 1/4	ANS300300X0250	4.90	70.00	343.00
Angle SS 304 3 x 3 x 3/8	ANS300300X0375	7.20	10.00	72.00
Angle SS 304 4 x 4 x 1/4	ANS400400X0250	6.53	17.00	111.01
Angle SS 304 4 x 4 x 3/8	ANS400400X0375	9.80	36.00	352.80
Channel HR 3 @ 5 lb.	CHH03C05	5.00	6.00	30.00
Channel HR 6 @ 8.2 lb.	CHH06C08.2	8.20	63.00	516.60
Channel HR 7 @ 14.75 lb.	CHH07C14.75	14.75	9.00	132.75
Channel HR 8 @ 13.75 lb.	CHH08C13.75	13.75	64.00	880.00
Channel HR 10 @ 8.4 lb.	CHH10C08.4	8.40	28.00	235.20
Channel HR 10 @ 15.3 lb.	CHH10C15.3	15.30	41.00	627.30
Channel HR 10 @ 30 lb.	CHH10C30	30.00	268.00	8,040.00
Channel HR 15 @ 33.9 lb.	CHH15C33.9	33.90	51.00	1,728.90
Channel HR 18 @ 42.7 lb.	CHH18C42	42.70	88.00	3,757.60
Channel HR 18 @ 45.8 lb.	CHH18C45.8	45.80	12.00	549.60
Checker Plate HR 5/16	CPLH0313	13.16	655.04	8,620.35
Flat Bar Alum 3/16 x 1-1/2	FBA0188X01500	0.33	20.00	6.60
Flat Bar Alum 3/16 x 2	FBA0188X02000	0.44	103.00	45.32
Flat Bar Alum 1/4 x 2	FBA0250X02000	0.58	14.00	8.12
Flat Bar Alum 1/4" x 2-1/2"	FBA0250X02500	0.71	22.00	15.62
Flat Bar Alum 3/8 x 2-1/2	FBA0375X02500	1.10	9.00	9.91
Flat Bar Alum 3/8 x 3	FBA0375X03000	1.32	20.00	26.42
Flat Bar Alum 3/8 x 4	FBA0375X04000	1.76	20.00	35.20
Flat Bar Alum 3/8 x 5	FBA0375X05000	2.21	27.00	59.67
Flat Bar Alum 1/2 x 2-1/2	FBA0500X02500	1.47	12.00	17.63
Flat Bar Alum 1/2 x 3	FBA0500X03000	1.76	30.00	52.92
Flat Bar Alum 1/2 x 4	FBA0500X04000	2.35	10.00	23.52
Flat Bar Alum 1 x 1	FBA1000X01000	1.18	8.00	9.41

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Flat Bar Alum 2 x 2	FBA2000X02000	4.70	10.00	47.01
Flat Bar CR 1-3/4 x 3	FB1750X03000	17.85	7.00	124.95
Flat Bar CR 2-1/2 x 3-1/2	FBC2500X03500	29.75	10.00	297.50
Flat Bar CR 2-1/2 x 4	FBC2500X04000	34.00	9.00	306.00
Flat Bar CR 3-1/2 x 3-1/2	FBC3500X03500	39.00	9.00	351.00
Flat Bar HR 3/16 x 1-1/4	FBH0188X01250	0.80	60.00	47.82
Flat Bar HR 3/16 x 1-3/4	FBH0188X01750	1.12	148.00	165.32
Flat Bar HR 3/16 x 2-1/2	FBH0188X02500	1.59	100.00	159.00
Flat Bar HR 1/4 x 2	FBH0250X02000	1.70	197.00	334.90
Flat Bar HR 1/4 x 2-1/2	FBH0250X02500	2.13	31.00	66.03
Flat Bar HR 1/4 x 5	FBH0250X05000	4.25	65.00	276.25
Flat Bar HR 5/16 x 5	FBH0313X05000	5.31	40.00	212.40
Flat Bar HR 5/16 x 6	FBH0313X06000	6.38	18.00	114.84
Flat Bar HR 3/8 x 1-1/2	FBH0375X01500	1.91	17.00	32.47
Flat Bar HR 3/8 x 2	FBH0375X02000	2.55	100.00	255.00
Flat Bar HR 3/8 x 2-1/2	FBH0375X02500	3.19	15.00	47.85
Flat Bar HR 3/8 x 3	FBH0375X03000	3.83	5.00	19.15
Flat Bar HR 3/8 x 3-1/2	FBH0375X03500	4.46	38.00	169.48
Flat Bar HR 3/8 x 4	FBH0375X04000	5.10	104.00	530.40
Flat Bar HR 3/8 x 5	FBH0375X05000	6.38	12.00	76.56
Flat Bar HR 1/2 x 1/2	FBH0500X00500	1.00	16.00	16.00
Flat Bar HR 1/2 x 2-1/2	FBH0500X02500	4.25	200.00	850.00
Flat Bar HR 1/2 x 5	FBH0500X05000	8.50	91.00	773.50
Flat Bar HR 1/2 x 6	FBH0500X06000	10.20	64.00	652.80
Flat Bar HR 1/2 x 8	FBH0500X08000	13.60	6.00	81.60
Flat Bar HR 1/2 x 8-1/2	FBH0500X08500	14.45	6.00	86.70
Flat Bar HR 5/8 x 5/8	FBH0625X00625	1.33	32.00	42.56
Flat Bar HR 5/8 x 1-3/4	FBH0625X01750	3.72	20.00	74.40
Flat Bar HR 5/8 x 2	FBH0625X02000	4.25	58.00	246.50
Flat Bar HR 5/8 x 2-1/2	FBH0625X02500	5.31	27.00	143.37
Flat Bar HR 5/8 x 3-1/2	FBH0625X03500	7.44	20.00	148.80
Flat Bar HR 5/8 x 5	FBH0625X05000	10.63	20.00	212.60
Flat Bar HR 5/8 x 6	FBH0625X06000	12.75	23.00	293.25
Flat Bar HR 5/8 x 7	FBH0625X07000	14.88	60.00	892.80
Flat Bar HR 3/4 x 3/4	FBH0750X01000	2.25	37.00	83.25
Flat Bar HR 3/4 x 1-1/4	FBH0750X01250	3.19	20.00	63.80
Flat Bar HR 3/4 x 1-1/2	FBH0750X01500	3.83	60.00	229.80
Flat Bar HR 3/4 x 6	FBH0750X06000	15.30	17.00	260.10
Flat Bar HR 3/4 x 8	FBH0750X08000	20.40	13.00	265.20
Flat Bar HR 7/8 x 2-1/2	FBH0875X2500	7.43	10.00	74.30
Flat Bar HR 7/8 x 6	FBH0875X6000	17.85	40.00	714.00
Flat Bar HR 1 x 1-1/4	FBH1000X01250	4.25	20.00	85.00
Flat Bar HR 1 x 2	FBH1000X02000	6.80	13.00	88.40
Flat Bar HR 1 x 3	FBH1000X03000	10.20	263.00	2,682.60
Flat Bar HR 1 x 3-1/2	FBH1000X03500	11.90	20.00	238.00
Flat Bar HR 1 x 4	FBH1000X04000	13.60	30.00	408.00
Flat Bar HR 1 x 8	FBH1000X08000	27.20	20.00	544.00
Flat Bar HR 1-1/4 x 2	FBH1250X02000	8.50	20.00	170.00
Flat Bar HR 1-1/4 x 2-1/2	FBH1250X02500	10.63	27.00	287.01
Flat Bar HR 1-1/4 x 3	FBH1250X03000	12.75	18.00	229.50
Flat Bar HR 1-1/4 x 5	FBH1250X05000	21.25	20.00	425.00
Flat Bar HR 1-1/2 x 1	FBH1500X01000	5.10	33.00	168.30
Flat Bar HR 1-1/2 x 2-1/2	FBH1500X02500	12.75	6.00	76.50
Flat Bar HR 1-1/2 x 7	FBH1500X07000	35.70	20.00	714.00
Flat Bar HR 2 x 2-1/2	FBH2000X02500	17.00	50.00	850.00
Flat Bar HR 2 x 3	FBH2000X03000	20.40	6.00	122.40
Flat Bar HR 2 x 6	FBH2000X06000	40.80	147.00	5,997.60
Flat Bar HR 2-1/2 x 2-1/2	FBH2500X02500	21.25	32.00	680.00
Flat Bar Manganese 3/8 x 1	FBM0375X01000	1.40	12.00	16.80
Flat Bar Manganese 3/8 x 1-1/2	FBM0375X01500	2.10	43.00	90.30
Flat Bar Manganese 1/2 x 1	FBM0500X01000	1.86	12.00	22.32
Flat Bar Manganese 1/2 x 1-1/2	FBM0500X01500	2.79	76.00	212.04
Flat Bar Manganese 3/4 x 3	FBM0750X03000	8.41	106.00	891.67
Flat Bar SS 304 1/8 x 1	FBS3040125X1000	0.43	11.00	4.68
Flat Bar SS 304 1/8 x 2-1/2	FBS3040125X2500	0.96	14.00	13.44
Flat Bar SS 304 1/8 x 3	FBS3040125X3000	1.27	12.00	15.24
Flat Bar SS 304 3/16 x 3	FBS3040188X3000	1.91	12.00	22.92
Flat Bar SS 304 1/4 x 1/2	FBS3040250X0500	0.43	16.00	6.80
Flat Bar SS 304 1/4 x 3/4	FBS3040250X0750	0.64	11.00	7.01
Flat Bar SS 304 1/4 x 1	FBS3040250X1000	0.85	5.00	4.25



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Flat Bar SS 304 1/4 x 1-1/4	FBS3040250X1250	1.06	10.00	10.63
Flat Bar SS 304 1/4 x 2	FBS3040250X2000	1.70	25.00	42.50
Flat Bar SS 304 1/4 x 3	FBS3040250X3000	2.55	27.00	68.85
Flat Bar SS 304 1/4 x 3-1/2	FBS3040250X3500	2.98	33.00	98.34
Flat Bar SS 304 1/4 x 4	FBS3040250X4000	3.40	22.00	74.80
Flat Bar SS 304 1/4 x 4-1/4	FBS3040250X4250	3.59	8.00	28.72
Flat Bar SS 304 1/4 x 6	FBS3040250X6000	5.33	11.00	58.63
Flat Bar SS 304 5/16 x 1-1/4	FBS3040313X125	1.20	21.00	25.20
Flat Bar SS 304 5/16 x 3	FBS3040313X300	2.90	12.00	34.74
Flat Bar SS 304 5/16 x 4-1/2	FBS3040313X450	4.35	10.00	43.50
Flat Bar SS 304 3/8 x 1-1/4	FBS3040375X1250	1.59	24.00	38.26
Flat Bar SS 304 3/8 x 1-1/2	FBS3040375X1500	1.91	29.00	55.48
Flat Bar SS 304 3/8 x 2	FBS3040375X2000	2.55	13.00	33.15
Flat Bar SS 304 3/8 x 3	FBS3040375X3000	3.83	85.00	325.13
Flat Bar SS 304 3/8 x 4	FBS3040375X4000	5.10	14.00	71.40
Flat Bar SS 304 3/8 x 5	FBS3040375X5000	6.38	10.00	63.75
Flat Bar SS 304 3/8 x 6	FBS3040375X600	7.65	4.00	30.60
Flat Bar SS 304 1/2 x 1	FBS3040500X1000	1.70	13.00	22.10
Flat Bar SS 304 1/2 x 1-1/2	FBS3040500X1500	2.55	50.00	127.50
Flat Bar SS 304 1/2 x 2	FBS3040500X2000	3.40	515.00	1,751.00
Flat Bar SS 304 1/2 x 2-1/4	FBS3040500X2250	3.83	24.00	91.80
Flat Bar SS 304 1/2 x 2-1/2	FBS3040500X2500	4.25	24.00	102.00
Flat Bar SS 304 1/2 x 3	FBS3040500X3000	5.10	12.00	61.20
Flat Bar SS 304 1/2 x 3-1/2	FBS3040500X3500	5.95	10.00	59.50
Flat Bar SS 304 1/2 x 4	FBS3040500X4000	6.80	130.00	884.00
Flat Bar SS 304 1/2 x 4-3/4	FBS3040500X4750	8.08	32.00	258.40
Flat Bar SS 304 1/2 x 5	FBS3040500X500	8.50	17.00	144.50
Flat Bar SS 304 1/2 x 6	FBS3040500X600	10.20	57.00	581.40
Flat Bar SS 304 1/2 x 8-1/8	FBS3040500X8125	13.81	92.00	1,270.75
Flat Bar SS 304 5/8 x 1	FBS3040625X1000	2.13	9.00	19.13
Flat Bar SS 304 5/8 x 2	FBS3040625X2000	5.00	51.00	255.00
Flat Bar SS 304 5/8 x 2-1/2	FBS3040625X2500	6.25	117.00	731.25
Flat Bar SS 304 5/8 x 3	FBS3040625X3000	6.38	40.00	255.00
Flat Bar SS 304 5/8 x 4	FBS3040625X4000	8.50	124.00	1,054.00
Flat Bar SS 304 5/8 x 5	FBS3040625X5000	10.62	29.00	307.98
Flat Bar SS 304 3/4 x 3/4	FBS3040750X0705	2.04	14.00	28.56
Flat Bar SS 304 3/4 x 1-1/4	FBS3040750X1250	3.19	8.00	25.50
Flat Bar SS 304 3/4 x 1-1/2	FBS3040750X1500	3.83	10.00	38.25
Flat Bar SS 304 3/4 x 2	FBS3040750X2000	5.10	192.00	979.20
Flat Bar SS 304 3/4 x 3	FBS3040750X3000	7.65	102.00	780.30
Flat Bar SS 304 3/4 x 4	FBS3040750X4000	10.20	245.00	2,499.00
Flat Bar SS 304 3/4 x 6	FBS3040750X6000	15.30	12.00	183.60
Flat Bar SS 304 1 x 1	FBS3041000X1000	3.40	26.00	88.40
Flat Bar SS 304 1 x 1-1/4	FBS3041000X1250	4.25	39.00	165.75
Flat Bar SS 304 1 x 1-1/2	FBS3041000X1500	5.10	9.00	45.90
Flat Bar SS 304 1 x 2	FBS3041000X2000	6.80	39.00	265.20
Flat Bar SS 304 1 x 3	FBS3041000X3000	10.20	67.00	683.40
Flat Bar SS 304 1 x 3-1/2	FBS3041000X3500	11.90	8.00	95.20
Flat Bar SS 304 1 x 4	FBS3041000X4000	13.60	5.00	68.00
Flat Bar SS 304 1 x 6	FBS3041000X6000	20.40	18.00	367.20
Flat Bar SS 304 1-1/4 x 2	FBS3041250X2000	11.33	6.00	68.00
Flat Bar SS 304 1-1/4 x 3	FBS3041250X3000	17.00	125.00	2,125.00
Flat Bar SS 304 1-1/4 x 4	FBS3041250X4000	22.67	83.00	1,881.61
Flat Bar SS 304 1-1/4 x 5	FBS3041250X5000	28.33	10.00	283.30
Flat Bar SS 304 1-1/2 x 1-1/4	FBS3041500X1250	6.39	6.00	38.35
Flat Bar SS 304 1-1/2 x 2	FBS3041500X2000	10.24	17.00	174.08
Flat Bar SS 304 1-1/2 x 3	FBS3041500X3000	15.38	35.00	538.30
Flat Bar SS 304 1-1/2 x 4	FBS3041500X400	27.20	58.00	1,577.60
Flat Bar SS 304 2 x 3	FBS3042000X3000	14.16	5.00	70.80
Flat Bar SS 304 2 x 4	FBS3042000X4000	18.88	49.00	925.12
Flat Bar SS 304 2-1/2 x 2-1/4	FBS3042500X2250	19.20	26.00	499.12
Grating 1/8" x 1"	GRAT0125X100	1.00	54.00	54.00
HSS Round Bronze 1.75 OD x 1.38 ID	HRDB0175X138	6.12	23.00	140.80
HSS Round Bronze 2.00 OD x 0.94 ID	HRDB0200X094	11.95	43.00	513.67
HSS Round Bronze 2.31 OD x 1.25 ID	HRDB0231X125	15.89	16.00	254.17
HSS Round Bronze 2.50 OD x 1.81 ID	HRDB0250X181	14.97	16.00	239.57
HSS Round Bronze 2.56 OD x 1.81 ID	HRDB0256X181	16.28	34.00	553.35
HSS Round Bronze 2.56 OD x 1.88 ID	HRDB0256X1875	15.33	8.00	122.61
HSS Round Bronze 2.81 OD x 2.13 ID	HRDB0281X213	17.36	9.50	164.97
HSS Round Bronze 3.00 OD x 1.50 ID	HRDB0300X150	26.98	27.00	728.33

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HSS Round Bronze 3.00 OD x 2.63 ID	HRDB0300X263	11.67	16.00	186.66
HSS Round Bronze 3.06 OD x 2.38 ID	HRDB0306X2375	19.40	17.00	329.85
HSS Round Bronze 3.50 OD x 2.63 ID	HRDB0350X263	27.43	12.00	329.18
HSS Round Bronze 3.81 OD x 2.44 ID	HRDB0381X2437	40.08	43.00	1,723.30
HSS Round Bronze 4.31 OD x 3.88 ID	HRDB0431X388	20.00	12.00	240.03
HSS Round Bronze 4.50 OD x 1.50 ID	HRDB0450X150	53.95	11.00	593.46
HSS Round Bronze Multiple Sizes	HRDBMULTI	829.00	1.00	829.00
HSS Round HR .50 x .049	HRDH0050X049	0.25	16.00	4.00
HSS Round HR 1.66 x .100	HRDH0166X100	1.67	192.00	320.64
HSS Round HR 1.90 x .100	HRDH0190X100	1.77	5.00	8.84
HSS Round HR 1.90 x .125	HRDH0190X125	2.21	111.00	245.31
HSS Round HR 1.90 x .150	HRDH0190X150	2.65	226.00	599.35
HSS Round HR 1.90 x .188	HRDH0190X188	3.32	24.00	79.75
HSS Round HR 1.90 x .250	HRDH0190X250	4.42	10.00	44.20
HSS Round HR 1.90 x .375	HRDH0190X375	6.27	10.00	62.66
HSS Round HR 2.00 x .313	HRDH0200X313	5.70	26.00	148.20
HSS Round HR 2.00 x .625	HRDH0200X625	11.38	7.00	79.67
HSS Round HR 3.50 x .625	HRDH035X625	20.86	42.00	876.12
HSS Round HR 4.00 x .625	HRDH0400X625	26.34	14.00	368.76
HSS Round HR 4.00 x .750	HRDH0400X750	31.61	13.00	410.90
HSS Round HR 4.50 x .625	HRDH045X625	27.53	20.00	550.60
HSS Round HR 6.00 x 1.00	HRDH0600X999	60.98	19.00	1,158.62
HSS Round HR 16.00 x 1.625	HRDH1600X1.625	249.75	12.00	2,997.00
HSS Rectangle HR 3 x 2 x .188	HRTH030X020X188	5.61	45.00	252.45
HSS Rectangle HR 3 x 2 x .375	HRTH030X020X375	10.66	16.00	170.56
HSS Rectangle HR 6 x 2 x .188	HRTH060X020X188	9.45	16.00	151.20
HSS Rectangle HR 6 x 3 x .375	HRTH060X030X375	19.82	8.00	158.56
HSS Rectangle HR 7 x 5 x .375	HRTH070X050X375	47.74	5.00	238.70
HSS Rectangle HR 7 x 5 x .500	HRTH070X050X500	63.65	11.00	700.15
HSS Rectangle HR 8 x 2 x .188	HRTH080X020X188	11.90	19.00	226.10
HSS Rectangle HR 8 x 6 x .500	HRTH080X060X500	42.05	32.00	1,345.60
HSS Rectangle SS 304 3 x 2 x .250	HRTS030X020X250	7.83	9.00	70.47
HSS Rectangle SS 304 4 x 2 x .250	HRTS040X020X250	10.44	14.00	146.16
HSS Rectangle SS 316 4 x 3 x .250	HRTS040X030X250	10.89	20.00	217.80
HSS Square HR 1-1/4 x 1-1/4 x .125	HSQH013X013X125	1.78	21.00	37.38
HSS Square HR 1-1/2 x 1-1/2 x .188	HSQH015X015X188	3.05	32.00	97.60
HSS Square HR 2 x 2 x .250	HSQH020X020X250	5.41	15.00	81.15
HSS Square HR 3 x 3 x .188	HSQH030X030X188	6.89	19.00	130.91
HSS Square HR 3 x 3 x .250	HSQH030X030X250	8.81	16.00	140.96
HSS Square HR 3-1/2 x 3-1/2 x .250	HSQH035X035X250	10.51	13.00	136.63
HSS Square HR 4 x 4 x .188	HSQH040X040X188	9.45	13.00	122.85
HSS Square HR 4 x 4 x .313	HSQH040X040X313	14.39	12.00	172.70
HSS Square HR 6 x 6 x .313	HSQH060X060X313	23.33	17.00	396.61
HSS Square HR 7 x 7 x .375	HSQH070X070X375	32.58	13.00	423.54
HSS Square HR 8 x 8 x .250	HSQH080X080X250	24.42	20.00	488.40
HSS Square HR 10 x 10 x .500	HSQH100X100X500	64.00	9.00	576.00
HSS Square SS 304 1-1/4 x 1-1/4 x 1/8	HSQS013X013X125	2.38	12.00	28.50
HSS Square SS 304 1-1/2 x 1-1/2 x 1/16	HSQS015X015X063	1.43	17.67	25.18
HSS Square SS 304 1-1/2 x 1-1/2 x 1/8	HSQS015X015X125	2.85	18.00	51.30
HSS Square SS 304 2 x 2 x 1/8	HSQS020X020X125	3.07	8.00	24.54
Pipe Sch 40 Alum 1	PIA040-01000	1.56	6.00	9.36
Pipe Sch 40 Alum 1-1/2	PIA040-01500	0.94	102.00	95.88
S&C Galvanized Pipe 2"	PIGA040-02000	3.65	84.00	306.60
Pipe Sch 40 HR 1/2	PIH040-00500	0.85	6.00	5.10
Pipe Sch 40 HR 3/4	PIH040-00750	1.13	176.00	198.88
Pipe Sch 40 HR 1	PIH040-01000	1.67	33.00	55.11
Pipe Sch 40 HR 1-1/4	PIH040-01250	2.27	81.00	183.87
Pipe Sch 40 HR 1-1/2	PIH040-01500	2.71	291.00	788.61
Pipe Sch 40 HR 2	PIH040-02000	3.65	51.00	186.15
Pipe Sch 40 HR 2-1/2	PIH040-02500	5.79	105.00	607.95
Pipe Sch 40 HR 3	PIH040-03000	7.57	33.00	249.81
Pipe Sch 40 HR 3-1/2	PIH040-03500	9.10	8.00	72.80
Pipe Sch 40 HR 4	PIH040-04000	10.79	35.00	377.65
Pipe Sch 40 HR 5	PIH040-05000	14.61	25.00	365.25
Pipe Sch 40 HR 6	PIH040-06000	18.97	34.00	644.98
Pipe Sch 40 HR 8	PIH040-08000	28.55	59.00	1,684.45
Pipe Sch 40 HR 10	PIH040-10000	35.69	9.00	321.19
Pipe Sch 80 HR 3/4	PIH080-00750	1.47	14.00	20.58
Pipe Sch 80 HR 1-1/4	PIH080-01250	2.99	27.00	80.73
Pipe Sch 80 HR 3	PIH080-03000	10.25	32.00	328.00

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Pipe Sch 80 HR 8	PIH080-08000	38.09	15.00	571.40
Pipe Sch 40 SS 304 1/2	PIS040-00500	0.85	19.00	16.15
Pipe Sch 40 SS 304 3/4	PIS040-00750	1.13	10.00	11.30
Pipe Sch 40 SS 304 1-1/4	PIS040-01250	2.26	5.00	11.32
Pipe Sch 40 SS 304 2	PIS040-02000	3.02	4.00	12.07
Pipe Sch 40 SS 304 3	PIS040-03000	4.52	9.00	40.68
Plate Alum 1/8	PLA00125	1.76	35.75	62.92
Plate Alum 3/16	PLA00188	2.64	78.75	207.90
Plate Alum 1/4	PLA00250	3.52	52.53	184.90
Plate Expanded Metal 16F Flat 3/4	PLEXMT-00750	30.63	306.00	9,372.78
Plate HR 3/16	PLH00188	7.66	11.67	89.37
Plate HR 1/4	PLH00250	10.21	192.92	1,969.68
Plate HR 5/16	PLH00313	12.76	69.83	891.07
Plate HR 3/8	PLH00375	15.31	110.00	1,684.10
Plate HR 5/8	PLH00625	25.52	21.00	535.92
Plate HR 4140 1/4	PLH4140-02500	11.16	49.32	550.50
Plate SS 304 3/16	PLS304-00188	8.58	88.19	756.62
Plate SS 304 1/4	PLS304-00250	11.16	47.50	530.20
Round Bar Alum 1-1/2	RBAL01500	2.07	5.00	10.37
Round Bar Alum 1-3/4	RBAL01750	2.42	7.00	16.94
Round Bar CR 3/4	RBC00750	1.50	38.00	57.08
Round Bar CR 1	RBC01000	2.67	6.00	16.02
Round Bar CR 1-1/8	RBC01125	3.38	7.00	23.66
Round Bar CR 1-1/4	RBC01250	4.17	11.00	45.89
Round Bar CR 1-7/16	RBC01438	5.53	7.00	38.70
Round Bar CR 1-5/8	RBC01625	7.05	14.00	98.71
Round Bar CR 1-7/8	RBC01875	9.41	13.00	122.28
Round Bar CR 1-15/16	RBC01938	10.02	7.00	70.14
Round Bar CR 2	RBC02000	10.68	15.00	160.22
Round Bar CR 2-1/4	RBC02250	12.02	37.00	444.59
Round Bar CR 2-7/16	RBC02438	15.87	13.00	206.31
Round Bar CR 2-1/2	RBC02500	16.69	23.00	383.87
Round Bar CR 2-3/4	RBC02750	20.20	16.00	323.12
Round Bar CR 3	RBC03000	24.03	15.00	360.50
Round Bar CR 3-1/4	RBC032500	30.37	6.00	182.24
Round Bar CR 3-1/2	RBC03500	32.71	14.00	457.94
Round Bar CR 4-3/8	RBC04375	40.88	9.00	367.92
Round Bar CR 5	RBC05000	53.41	13.00	694.37
Round Bar CR 6	RBC06000	96.13	9.00	865.17
Round Bar CR 6-1/2	RBC06000	104.14	5.00	520.70
Round Bar HR 5/16	RBH00313	0.26	186.00	48.92
Round Bar HR 3/8	RBH00375	0.38	36.00	13.54
Round Bar HR 1/2	RBH00500	0.67	40.00	26.72
Round Bar HR 5/8	RBH00625	1.04	30.00	31.29
Round Bar HR 3/4	RBH00750	1.50	324.00	486.65
Round Bar HR 1-1/8	RBH01125	3.38	83.00	280.54
Round Bar HR 1-1/4	RBH01250	4.17	34.00	141.85
Round Bar HR 1-1/2	RBH01500	6.01	39.00	234.31
Round Bar HR 1-5/8	RBH01625	7.05	21.00	148.07
Round Bar HR 2-1/2	RBH02500	16.69	13.00	216.97
Round Bar HR 3	RBH03000	24.03	10.00	240.33
Round Bar HR 4	RBH04000	42.73	26.00	1,110.98
Round Bar HR 4-1/2	RBH04500	54.07	23.00	1,243.61
Round Bar HR 5	RBH05000	68.09	18.00	1,225.62
Round Bar HR 6	RBH06000	96.13	7.00	672.91
Round Bar HR 6-1/2	RBH06500	112.82	10.00	1,128.20
Round Bar HR 4140 1	RBH4140-01000	2.68	38.00	101.84
Round Bar HR 4140 4-1/4	RBH4140-04250	48.23	18.00	868.14
Round Bar HR 4140 8	RBH4140-08000	90.00	21.00	1,890.00
Round Bar HR 4340 1	RBH4340-01000	2.70	135.00	364.50
Round Bar HR 4340 4-1/4	RBH4340-04250	48.23	9.00	434.07
Round Bar SS 304 1/8	RBS30400125	0.04	156.00	6.55
Round Bar SS 304 3/16	RBS30400188	0.09	60.00	5.64
Round Bar SS 304 1/4	RBS30400250	0.17	12.00	2.00
Round Bar SS 304 1/2	RBS30400500	0.67	10.00	6.68
Round Bar SS 304 3/4	RBS30400750	1.50	331.00	497.16
Round Bar SS 304 1	RBS30401000	2.67	48.00	128.16
Round Bar SS 304 1-1/4	RBS30401250	4.17	11.50	47.98
Round Bar SS 304 2	RBS30402000	10.68	10.00	106.81
Round Bar SS 304 2-1/4	RBS30402250	13.52	9.00	121.67

Schedule 2.1(c) - Inventories

Round Bar SS 304 2-1/2	RBS30402500	16.69	8.50	141.87
Round Bar SS 304 3-1/4	RBS30403250	31.00	4.00	124.00
Round Bar SS 304 3-1/2	RBS30403500	33.38	5.00	166.90
Round Bar SS 304 4	RBS30404000	42.73	4.50	192.27
Round Bar SS 304 4-1/2	RBS30404500	54.08	8.00	432.60
Round Bar SS 304 5	RBS30405000	66.76	7.00	467.31
Round Bar SS 304 6	RBS30406000	96.13	6.50	624.86
Round Bar SS 304 8	RBS30408000	128.18	7.50	961.33
Round Bar SS 410 3	RBS41003000	8.02	17.00	136.27
Round Bar SS 420 4-1/2	RBS42004500	54.08	9.00	486.68
Round Bar SS 420 5	RBS42005000	66.76	3.50	233.66
Round Bar SS 420 6	RBS42006000	96.13	14.50	1,393.93
Round Bar SS 630 / 17-4; 1	RBS63001000	2.67	54.50	145.52
Round Bar SS 630 / 17-4; 2	RBS63002000	10.68	6.50	69.43
Round Bar SS 630 / 17-4; 2-1/2	RBS63002500	16.69	7.50	125.18
Round Bar SS 630 / 17-4; 2-3/4	RBS63002750	18.34	27.00	495.18
Round Bar SS 630 / 17-4; 3	RBS63003000	24.03	21.00	504.69
Round Bar SS 630 / 17-4; 3-1/4	RBS63003250	28.54	7.50	214.02
Round Bar SS 630 / 17-4; 3-1/2	RBS63003500	33.38	5.00	166.90
Round Bar SS 630 / 17-4; 4	RBS63004000	42.73	58.50	2,499.47
Round Bar SS 630 / 17-4; 4-1/2	RBS63004500	54.08	13.00	702.98
Round Bar SS 630 / 17-4; 5	RBS63005000	66.76	15.00	1,001.39
Round Bar SS 630 / 17-4; 6-1/4	RBS63006250	101.49	2.50	253.73
Round Bar SS 630 / 17-4; 7	RBS63007000	113.67	6.50	738.85
Round Bar SS 630 / 17-4; 8	RBS63008000	129.91	4.00	519.63
Round Bar SS 630 / 17-4; 10	RBS63010000	162.38	4.50	730.73
Round Bar SS 1018 13/16	RBS10188125	1.50	40.00	60.00
Square Bar HR 1/4	SBH00250	0.21	23.00	4.90
Sheet Galv 14 GA .0785 thk	SHGA14GA	3.28	61.75	202.60
Sheet HR 10 GA .1344 thk	SHH10GA	5.63	63.85	359.18
Sheet HR 11 GA .1196 thk	SHH11GA	5.00	107.50	537.50
Sheet HR 12 GA .1046 thk	SHH12GA	4.38	19.91	87.11
Sheet HR 14 GA .0747 thk	SHH14GA	3.13	108.17	338.02
Sheet HR 16 GA .0598 thk	SHH16GA	2.50	71.81	179.51
Sheet HR 18 GA .0478 thk	SHH18GA	2.00	21.39	42.78
Perforated Sheet 03GA 1 Holes	SHHP03GA01250	10.00	32.00	320.00
Perforated Sheet 12GA 1/8 Holes	SHHP12GA01250	4.38	120.00	525.00
Perforated Sheet 12GA 1/2 Holes	SHHP12GA5000	4.38	32.00	140.00
Sheet SS 304 10 GA	SHS304-10GA	5.73	60.00	343.80
Sheet SS 304 11 GA	SHS304-11GA	5.09	135.00	687.15
Sheet SS 304 12 GA	SHS304-12GA	4.46	70.00	312.20
Sheet SS 304 14 GA	SHS304-14GA	3.18	116.67	371.00
Sheet SS 304 16 GA	SHS304-16GA	2.55	85.78	218.73
Sheet SS 304 18 GA	SHS304-18GA	2.04	50.00	102.00
Sheet SS 304 20 GA	SHS304-20GA	1.53	76.83	117.56
Sheet SS 304 22GA	SHS304-22GA	1.14	130.00	148.20
Sheet SS 304 26GA	SHS304-26GA	0.87	120.00	104.04
Std. I Beam HR S6 @ 15 lb.	SIH06S15	15.00	5.00	75.00
Std. I Beam HR S6 @ 17.25 lb.	SIH06S17.25	17.25	19.00	327.75
Std. I Beam HR S8 @ 28 lb.	SIH08S28	28.00	16.00	448.00
Std. I Beam HR S8 @ 40 lb.	SIH08S40	40.00	54.00	2,160.00
Std. I Beam HR S8 @ 48 lb.	SIH08S48	48.00	11.00	528.00
Std. I Beam HR S10 @ 22 lb.	SIH10S22	22.00	7.00	154.00
Std. I Beam HR S10 @ 30 lb.	SIH10S30	30.00	33.00	990.00
Std. I Beam HR S10 @ 39 lb.	SIH10S39	39.00	16.00	624.00
Std. I Beam HR S10 @ 45 lb.	SIH10S45	45.00	22.00	990.00
Std. I Beam HR S10 @ 49 lb.	SIH10S49	49.00	20.00	980.00
Std I Beam HR S10 @ 54 lb	SIH10S54	54.00	40.00	2,160.00
Std. I Beam HR S12 @ 40.8 lb.	SIH12S40.8	40.80	30.00	1,224.00
Std. I Beam HR S12 @ 50 lb.	SIH12S50	50.00	9.00	450.00
Std. I Beam HR S12 @ 53 lb.	SIH12S53	53.00	22.00	1,166.00
Std. I Beam HR S14 @ 48 lb.	SIH14S48	48.00	38.00	1,824.00
Std I Beam HR S16 @ 26 lb.	SIH16S26	26.00	11.00	286.00
Std. I Beam HR S16 @ 31 lb.	SIH16S31	31.00	12.00	372.00
Std. I Beam HR S16 @ 67 lb.	SIH16S67	67.00	24.00	1,608.00
Std. I Beam HR S16 @ 100 lb.	SIH16S100	100.00	21.00	2,100.00
Turn & Polish CR 1-3/8	TNP01375	5.09	21.00	106.89
Turn & Polish CR 1-7/16	TNP01438	5.52	7.00	38.64
Turn & Polish CR 1-1/2	TNP01500	6.01	7.00	42.07
Turn & Polish CR 2	TNP02000	10.68	5.00	53.40

**Schedule 2.1(c) - Inventories**

Turn & Polish CR 2-1/4	TNP02250	12.02	9.00	108.14
Turn & Polish CR 3-7/16	TNP03438	31.55	9.00	283.95
Turn & Polish CR 3-1/2	TNP03500	32.71	8.00	261.68
Turn & Polish CR 4	TNP04000	42.73	23.00	982.79
Threaded Rod HR 1/2	TRDH05000	1.00	256.00	256.00
Threaded Rod HR 5/8	TRDH06250	1.00	822.00	822.00
Threaded Rod HR 3/4	TRDH07500	1.00	91.00	91.00
Threaded Rod HR 7/8	TRDH08750	1.00	32.00	32.00
Threaded Rod HR 1	TRDH10000	1.00	16.00	16.00
Threaded Rod HR 1-1/4	TRDH12500	1.00	39.00	39.00
Threaded Rod SS 304 1/2	TRDS05000	1.00	9.00	9.00
Threaded Rod SS 304 5/8	TRDS06250	1.00	138.00	138.00
Threaded Rod SS 304 3/4	TRDS07500	1.00	3.00	3.00
Welded Wire Mesh 1 x 1 x 1/8	WWW010X010X0125	1.00	13.67	13.67
Welded Wire Mesh 2 x 2 x 3/16	WWW020X020X0188	1.00	32.00	32.00
Welded Wire Mesh 2 x 2 x 1/4	WWW020X020X0500	1.00	96.00	96.00

**Schedule 2.1(d) - Deposits**

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<b>Owner</b>	<b>Description</b>	<b>Amount (\$)</b>
St. Catharines Hydro Shickluna	Bid Bond – St. Catharines Hydro	49,997
National Leasing	2006 Linde H160 Forklift – Security Deposit	1,869

**Schedule 2.1(e) - Contracts**

**Request for proposals submissions**

<b>Customer</b>	<b>Description</b>	<b>Document #</b>
Ontario Power Generation - Lower Notch	G1 and G2 Head Gate and Refurbishment of Embedded Parts	H-KS-09052013
Ontario Power Generation - Otto Holden	Head Gates	H-MD-6100000163
Ontario Power Generation - Calabogie	Trashrack Replacement	HDM20140129
Ontario Power Generation - Stewartville	Sectional Service Gates and Followers Replacement	HDM20130325
Ontario Power Generation - Calabogie	Replace Main Dam Sluice Gates and Controls	H-MF-CALB0010
St. Catherines Hydro Shickluna	Spillway Equipment/Draft Tube Gates/Trashracks/Stop Logs Supply	Shickluna Hydro Project
Missouri River Energy Services Red Rock	Gate Equipment as Subcontractor for Ames Construction	2013-058
Innergex Big Silver Creek	Gates, embedded parts, hoist, hoist structure, and trashracks	2013-08-08-BSC
Alterra Power Jimmie Creek and Upper Toba	Intake Hydro-Mechanical Equipment	510743-ME19

**Software Licenses/Agreements**

SolidWorks 2014 Network - 8 seats  
 SolidWorks Premium 2014 Network - 1 seat  
 SolidWorks Enterprise PDM 2014 CAD Editor - 9 seats  
 1 S-FRAME for Windows Enterprise - 5 seats  
 S-STEEL for Windows - 5 seats  
 Symantec Protection Suite Small Business Edition - 60 licences  
 BusinessVision 32 - Finance - 1 licence  
 Industrial Info Resources (Marketing Database) - 1 licence  
 ISNetworld (OPG RFP Database) - 1 licence

**Leases, Agreements, and Certifications**

<b>Vendor</b>	<b>Description</b>	<b>Document #</b>	<b>Outstanding amount (\$)</b>
National Leasing	Lease for 2006 Linde H160 Forklift	2583916	-
Securtek	Security monitoring service agreement	R20-000351	81
Neopost	Rental agreement for postage meter	107293	593
Scales Office Services	Rent-to-own agreement for Kyocera Mita KM-C4035E	12460	780
POW Technologies	Welding Engineering Services for CWB certification		3,340
Canadian Welding Bureau (CWB)	Certification for CSA Standard W47.1		404
ISO 9001-2008 Certification/Registration	ISO certification		-

**REDACTED**



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#### **Schedule 4.2 - Location of assets**

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1. 6 Adams Street, Paris, Ontario
2. Lower Mattagami River Project, Kapuskasing, Ontario -  
Little Long, Harmon, Smokey Falls and Kipling Generating Stations
3. Otto Holden Generating Station, 770 Highway 656, Mattawa, Ontario
4. 170 Borden Avenue, Kitchener, Ontario
5. 156 Ron's Lane, Deep River, Ontario

**REDACTED**

Court File No. CV-14-10456-00CL

**BANK OF MONTREAL – and – AFI HYDRO INC.  
APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND  
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
  
(PROCEEDING COMMENCED AT TORONTO)**

**FIRST REPORT OF  
THE RECEIVER**

**Davies Ward Phillips & Vineberg LLP**  
155 Wellington Street West  
Toronto, ON M5V 3J7

**Robin B. Schwill**  
(LSUC #: 38452I)

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