

Estate Number: 31-1942523
Court File No: 31-1942523

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985 c. B-3, AS AMENDED**

**AND IN THE MATTER OF THE PROPOSAL OF WABI IRON & STEEL CORP., OF
THE CITY OF NEW LISKEARD, IN THE PROVINCE OF ONTARIO**

**MOTION RECORD
(returnable March 2, 2015)
(Re Approval of Proposal)**

February 20, 2015

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its capacity as Trustee under the Notice of
Intention to make a Proposal of Wabi Iron &
Steel Corp.**

TO: THE ATTACHED SERVICE LIST

SERVICE LIST
(February 20, 2015)

TO: CASSELS BROCK & BLACKWELL LLP
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Lawyers to Wabi Iron & Steel Corp.

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Tab 1

Estate Number: 31-1942523

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985 c. B-3, AS AMENDED

AND IN THE MATTER OF THE PROPOSAL OF WABI IRON & STEEL CORP., OF
THE CITY OF NEW LISKEARD, IN THE PROVINCE OF ONTARIO

NOTICE OF MOTION
(returnable March 2, 2015)
(Re Approval of Proposal)

Richter Advisory Group Inc. (“Richter”), in its capacity as proposal trustee (the “Proposal Trustee”) in connection with the Notice of Intention to Make a Proposal (“NOI”) filed by Wabi Iron & Steel Corp. (“Wabi”), will make a motion to a judge of the Commercial List on Monday, March 2, 2015 at 10:00 a.m., or as soon after that time as the motion can be heard, at the Court House at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

- (a) an order substantially in the form attached hereto as Schedule “A”, *inter alia*:
 - (i) approving the Proposal (as defined below);

- (ii) authorizing Wabi and the Proposal Trustee to make distributions pursuant to the Proposal, including distributions to unsecured creditors of either cash or Payment Certificates (as defined below), as applicable;
 - (iii) approving the form the Payment Certificate; and
- (b) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- (a) Wabi is a privately held company which manufactures metal castings and specialized equipment for the mining industry;
- (b) Wabi filed a NOI under Section 50.4(1) of the BIA on December 12, 2014;
- (c) on January 9, 2015 Wabi filed a proposal with the Official Receiver (the **"Proposal"**);
- (d) on January 20, 2015 the Proposal Trustee gave notice to Wabi, to the Superintendent of Bankruptcy (the **"Superintendent"**) and to every known creditor affected by the Proposal of the calling of a meeting of creditors (the **"Meeting of Creditors"**) to be held on the 30th day of January, 2015 to consider the Proposal;
- (e) at the Meeting of Creditors, the Proposal was accepted by the requisite number and dollar value of Wabi's unsecured creditors entitled to vote at the Meeting of Creditors;

- (f) the Proposal provides for, *inter alia*, the restructuring of Wabi's liabilities through the distribution to unsecured creditors of either (i) a monetary payment of up to \$1,500, or (ii) a payment certificate to unsecured creditors with Proven Unsecured Claims (as defined in the Proposal) who are owed in excess of \$1,500 and who have not elected to receive a cash dividend of \$1,500 (the "**Payment Certificate**") entitling them to an opportunity to receive distributions up to a maximum amount equal to 100% of their Proven Unsecured Claims (subject to Superintendent levies) to be made by Wabi based on the amounts of its income after tax for its 2015 to 2017 fiscal year ends;
- (g) a form of Payment Certificate is attached as Schedule "A" to the draft Order;
- (h) the Proposal provides for a distribution to Wabi's creditors that likely exceeds the dividend that would be otherwise available in a bankruptcy;
- (i) the Proposal is calculated to benefit the general body of the creditors of Wabi;
- (j) the Proposal Trustee did not identify any transactions that may qualify as preferences and/or transfers at undervalue pursuant to the BIA;
- (k) the Proposal Trustee is not aware of any facts, pursuant to Section 173 of the BIA, which may be proved against Wabi;
- (l) those further grounds as set out in the report of the Proposal Trustee, dated February 20, 2015, and the Exhibits thereto, filed under section 59 of the BIA (the "**Report**");
- (m) the provisions of the BIA and the inherent and equitable jurisdiction of this Court;

- (n) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (o) such further other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (p) the Report; and
- (q) such other material as counsel may advise and this Honourable Court may permit.

February 20, 2015

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Lawyers for Richter Advisory Group Inc. in its capacity as Trustee under the Notice of Intention to make a Proposal of Wabi Iron & Steel Corp.

TO: THE SERVICE LIST

Tab A

Estate Number: 31-1942523
 Court File No: 31-1942523

**ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST**

THE HONOURABLE) MONDAY, THE 2ND
 JUSTICE) DAY OF MARCH, 2015

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
 R.S.C. 1985 c. B-3, AS AMENDED**

**AND IN THE MATTER OF THE PROPOSAL OF WABI IRON & STEEL CORP.,
 OF THE CITY OF NEW LISKEARD, IN THE PROVINCE OF ONTARIO**

ORDER

THIS MOTION is made by Richter Advisory Group Inc., in its capacity as proposal trustee (the “**Proposal Trustee**”) in connection with the Notice of Intention to Make a Proposal (“**NOI**”) filed by Wabi Iron & Steel Corp. (“**Wabi**”), for an Order pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the “**BIA**”), *inter alia*, approving the proposal of Wabi filed with the Official Receiver on January 9, 2015 (the “**Proposal**”), which Proposal was accepted by the requisite number and dollar value of the creditors voting at the meeting to consider and vote on the Proposal, either in person or by proxy, held on January 30, 2015, such Proposal attached hereto as Schedule “A”, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the report of the Proposal Trustee dated February 20, 2015, and the Exhibits thereto, filed, and on hearing the submissions of counsel for the Proposal

Trustee, Wabi and such other parties as were present, no one else appearing although duly served as appears from the affidavit of service of Tasha Boyd sworn February 20, 2015, filed, and having determined that the terms of the Proposal are reasonable and calculated to benefit the general body of creditors and that no offences or facts have been proved to justify the Court withholding its approval:

DEFINITIONS

1. **THIS COURT ORDERS** that all capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Proposal.

APPROVAL OF THE PROPOSAL

2. **THIS COURT ORDERS** that the Proposal be and is hereby approved.

3. **THIS COURT ORDERS** that, as of the Implementation Date at the time or times and in the manner set forth in the Proposal: (i) the Proposal and all associated steps, compromises, settlements, satisfactions, releases, discharges, transactions and arrangements effected thereby are approved, binding, and effective in accordance with the provisions of the Proposal and the BIA; and (ii) the treatment of the Claims of all Creditors affected by the Proposal ("**Affected Creditors**") under the Proposal shall be final and binding for all purposes and enure to the benefit of Wabi, all Affected Creditors, and all other Persons named or referred to in the Proposal, or subject to the Proposal, and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

IMPLEMENTATION OF THE PROPOSAL

4. **THIS COURT ORDERS** that the Proposal Trustee be and is hereby authorized, directed and empowered to perform its functions and to fulfill its obligations under the Proposal to facilitate the implementation of the Proposal.

5. **THIS COURT ORDERS** that Wabi and the Proposal Trustee be and are hereby authorized and directed to make any distributions, deliveries or allocations pursuant to the Proposal and to take any such related steps or actions, as the case may be, in accordance with the terms of the Proposal, including, for greater certainty, any distributions, deliveries or allocations to Affected Creditors of cash or Payment Certificates, as applicable, and such distributions, deliveries and allocations, and steps and actions related thereto, be and are hereby approved.

6. **THIS COURT ORDERS** that the form of Payment Certificate attached hereto as Schedule "B" be and is hereby authorized and approved.

7. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada and as against all Persons against whom it may otherwise be enforced.

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

Schedule "A"

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, C. B-3, as amended**

-and-

IN THE MATTER OF THE PROPOSAL OF WABI IRON & STEEL CORP.

PROPOSAL

Wabi Iron & Steel Corp. hereby submits the following Proposal to all of its Creditors pursuant to part III of the *Bankruptcy and Insolvency Act* (Canada).

ARTICLE I

DEFINITIONS

1.1 Definitions

In this Proposal, save and except as otherwise defined, the following defined terms have the following meaning:

- (a) "Administrative Fees and Expenses" means the fees and expenses, including legal fees and disbursements, of the Trustee and the Debtor for and incidental to the negotiation, preparation, presentation, consideration and implementation of the Proposal, and all proceedings and matters relating to or arising out of the Proposal including, without limitation, any meeting or meetings of creditors to consider the Proposal and any application for Court approval of the Proposal;
- (b) "Approval Order" means an Order of the Court approving the Proposal;
- (c) "BIA" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended and in force at the Date of Filing;
- (d) "Business Day" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- (e) "Canada Pension Plan" means the *Canada Pension Plan*, R.S.C. 1985, c. C-8, as amended;

- (f) "Claim" means any right of any Person against the Debtor that may be made in whole or in part against the Debtor or any property or assets of the Debtor, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind, which indebtedness, liability or obligation is in existence at the Date of Filing or which is based on an event, act, or omission which occurred in whole or in part prior to the Date of Filing, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future based in whole or in part on facts which exist prior to or at the time of the Date of Filing;
- (g) "Claim Determination Date" means the date on which the validity of all proofs of claim filed by Creditors has been finally determined in accordance with the BIA;
- (h) "Court" means the Ontario Superior Court of Justice (in Bankruptcy and Insolvency);
- (i) "Creditor" means any Person having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person;
- (j) "Creditors' Meeting" means any meeting of the Unsecured Creditors called for the purpose of considering and voting on the Proposal;
- (k) "Creditors' Meeting Date" means such date and time as may be called by the Trustee, but in any event shall be no later than twenty-one (21) days following the filing of this Proposal with the Official Receiver;
- (l) "Date of Filing" means December 12, 2014, the date of the filing of the Notice of Intention to Make a Proposal with the Official Receiver;
- (m) "Debtor" means Wabi Iron & Steel Corp.
- (n) "Election to Reduce Claim" means the form of election attached as Appendix I to this Proposal;
- (o) "Employment Insurance Act" means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;

- (p) "Implementation Date" means the date upon which the conditions set forth in Article 7.4 have been satisfied;
- (q) "Income Tax Act" means the *Income Tax Act*, R.S.C. c. 1 (5th Supp), as amended;
- (r) "Inspectors" means one or more inspectors appointed pursuant to the BIA, as provided for in the Proposal;
- (s) "Official Receiver" shall have the meaning ascribed thereto in the BIA;
- (t) "Ordinary Creditors" means Creditors with Proven Unsecured Claims , except for those that are:
 - (I). Preferred Creditors; or
 - (II). Unaffected Creditors;
- (u) "Payment Certificate" means a certificate issued in accordance with Article VI hereof;
- (v) "Person" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof; or any other entity howsoever designated or constituted;
- (w) "Plan" means the pension plan for employees of Wabi Iron and Steel Corp., Registration Number 1001916;
- (x) "Preferred Creditors" means Creditors with Proven Unsecured Claims which are required by the BiA to be paid in priority to all other Claims under a proposal made by a debtor and including, without limitation:
 - (i) employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the BIA if the Debtor became bankrupt on the Date of Filing, as well as wages, salaries, commissions or compensation for services rendered after that date and before the Court approval of the Proposal, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period. For greater certainty, amounts due or which may become due pursuant to this paragraph do not include claims for severance or termination pay or any compensation in lieu of notice of termination; and

- (ii) Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the Date of Filing and are of a kind that could be subject to a demand under,
 - (A) subsection 224(1.2) of the *Income Tax Act*;
 - (B) any provision of the Canada Pension Plan or of the Employment Insurance Act that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the Canada Pension Plan, or an employee's premium, or employer's premium, as defined in the Employment Insurance Act, and of any related interest, penalties or other amounts; or
 - (C) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum
 - (1) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - (2) is of the same nature as a contribution under the Canada Pension Plan if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;
- (y) "Proof of Claim" shall mean the proof of claim required by the BIA to be mailed to each known Creditor prior to the Creditors' Meeting;
- (z) "Proposal" means this proposal together with any amendments or additions thereto;
- (aa) "Proposal Date" means January 9, 2015;
- (bb) "Proven Unsecured Claim" of a Creditor means the amount of the Claim of such Creditor (other than Unaffected Claims) finally determined in accordance with the provisions of the BIA;
- (cc) "Secured Creditor" means Royal Bank of Canada;

- (dd) "Term Lenders" means collectively Northern Ontario Heritage Fund Corporation and Temiskaming Community Futures Development Corporation;
- (ee) "Trustee" means Richter Advisory Group Inc. or its duly appointed successor or successors;
- (ff) "Unaffected Claims" means any and all claims of Unaffected Creditors;
- (gg) "Unaffected Creditors" means the Secured Creditor, the Term Lenders, Unaffected Trade Creditors and any amounts owing to the Plan;
- (hh) "Unsecured Creditors" means, collectively, the Preferred Creditors and the Ordinary Creditors; and
- (ii) "Unaffected Trade Creditor" means those Ordinary Creditors who i) are suppliers of goods and services determined by the Debtor, in consultation with the Proposal Trustee, to be critical to its ongoing operations and restructuring efforts, ii) whose goods and services cannot be reasonably sourced from Persons without material delay or cost, and iii) are identified to the Proposal Trustee prior to the Proposal Trustee issuing its report to Creditors with respect to this Proposal;
- (jj) "Voting Letter" shall mean the voting letter required by section 51(1) of the BIA to be mailed to each known Creditor prior to the Creditors' Meeting.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to the Proposal and not to any particular article, section, subsection, clause or paragraph of the Proposal and include any agreements supplemental thereto. In the Proposal, a reference to an article, section, subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of the Proposal.

1.3 Interpretation Not Affected by Headings

The division of the Proposal into articles, sections, subsections, clauses or paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Proposal.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

1.5 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

1.6 Numbers

In the Proposal, where the context requires, a word importing the singular number will include the plural and *vice versa* and a word or words importing gender will include all genders.

1.7 Currency

Unless otherwise stated herein, all references to currency in the Proposal are to lawful money of Canada.

1.8 Statutory References

Except as otherwise provided herein, any reference in the Proposal to a statute includes all regulations made thereunder, all amendments to such statute or regulation(s) in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation(s).

1.9 Successors and Assigns

The Proposal will be binding upon and will enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Proposal.

ARTICLE II

GENERAL INTENT

2.1 Effect of Proposal

This Proposal provides for the restructuring of the liabilities of the Debtor through the distribution to Unsecured Creditors of either a monetary payment or a Payment Certificate (as more fully described in Article VI of this Proposal) that will be provided to the Trustee by the Debtor and distributed by the Trustee in accordance with the terms of this Proposal, in full and final satisfaction of all Claims (other than Unaffected Claims) against the Debtor.

2.2 Persons Affected

This Proposal will, as of the Implementation Date, be binding on the Debtor and all Creditors.

2.3 Post-Filing Goods and Services

All goods supplied and services rendered to the Debtor subsequent to the Date of Filing shall be paid for in full in the ordinary course of business by the Debtor on terms agreed to between the Debtor and the relevant creditors.

2.4 Assets Remain Vested in Debtor

The assets of the Debtor shall not vest in the Trustee, but shall remain vested in the Debtor, and the Trustee shall have no liability whatsoever for the claims of any creditors arising before, on or after the Date of Filing.

ARTICLE III

CLASSIFICATION AND TREATMENT OF CREDITORS

3.1 Unaffected Creditors

This Proposal is not being made to Unaffected Creditors and does not impact Unaffected Claims. Unaffected Claims shall be dealt with in accordance with the agreements between the relevant Unaffected Creditor and the Debtor or as otherwise agreed between the relevant Unaffected Creditor and the Debtor.

3.2 Classes of Creditors

For the purposes of voting on the Proposal, the Creditors of the Debtor shall be comprised of one class, as follows:

Unsecured Creditors

3.3 Preferred Creditors

The Proven Unsecured Claims of the Preferred Creditors are to be paid by the Trustee in full in priority to all Proven Unsecured Claims of Ordinary Creditors in accordance with the scheme of distribution set forth in the BIA. For greater certainty, the amounts referred to in Article 1.1(w)(i) shall be paid immediately after the making of the Approval Order and the amount referred to in Article 1.1(w)(ii) shall be paid within six (6) months of the Approval Order or as otherwise agreed.

3.4 Ordinary Creditors

The Proven Unsecured Claims of Ordinary Creditors will be satisfied in accordance with Article VI.

3.5 Different Capacities

Persons who are affected by this Proposal may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person is entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless expressly agreed by the Person in writing or unless its Claims overlap or are otherwise duplicative.

ARTICLE IV

PROCEDURE FOR VALIDATION OF CLAIMS

4.1 Filing of Proofs of Claim

Each Unsecured Creditor must file a Proof of Claim to vote on, or to receive a distribution under, the Proposal.

4.2 Allowance or Disallowance of Claims by the Trustee

Upon receipt of a completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall deal with each claim in accordance with the provisions of the BIA. The Trustee shall have the power and authority to determine the validity of all claims made against the Debtor, including the validity of any security held by Persons claiming to be Secured Creditors of the Debtor.

4.3 Claims Bar Process

Forthwith after the Implementation Date, the Trustee shall give notice pursuant to section 149 of the BIA by registered mail to every person with a claim of which the Trustee has notice or knowledge, but whose claim has not been filed or proved that if such person does not prove his claim within a period of thirty (30) days after the mailing of the notice, the Trustee will proceed to declare a final dividend without regard to such person's claim; the dividend referred to in said notice shall be deemed a final dividend and any person so notified who does not provide his claim within the said thirty (30) days shall be barred from making a claim in this Proposal or sharing in any dividend hereunder, subject to any exceptions set out in sections 149(2)(3) and (4) of the BIA.

ARTICLE V

MEETING OF CREDITORS

5.1 Creditors' Meeting

On the Creditors' Meeting Date, the Debtor shall hold the Creditors' Meeting in order for the Unsecured Creditors to consider and vote upon the Proposal.

5.2 Time and Place of Meeting

Unless otherwise ordered by the Court, the Creditors' Meeting shall be held at a time and place to be established by the Official Receiver, or the nominee thereof, and confirmed in the Trustee's notice of meeting to be mailed pursuant to the BIA.

5.3 Conduct of Meetings

The Official Receiver, or the nominee thereof, shall preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The only Persons entitled to attend the Creditors' Meeting are those Persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, the Secured Creditors and their respective legal counsel, if any, and the officers, directors, auditors and legal counsel of the Debtor, together with such representatives of the Trustee as the Trustee may appoint in its discretion, and such scrutineers as may be duly appointed by the chair of such meeting. Any other Person may be admitted on invitation of the chair of the Creditors' Meeting or with the consent of the Unsecured Creditors.

5.4 Adjournment of Meetings

The Creditors' Meeting may be adjourned in accordance with section 52 of the BIA.

5.5 Voting by Unsecured Creditors

To the extent provided for herein, each Unsecured Creditor will be entitled to vote to the extent of the amount which is equal to that Creditor's Proven Unsecured Claim.

5.6 Approval by Creditors

In order that the Proposal be binding on all of the Unsecured Creditors of the Debtor in accordance with the BIA, it must first be accepted by the Unsecured Creditors by a majority in number of the Unsecured Creditors who actually vote upon the Proposal (in person or by proxy) at the Creditors' Meeting or by a Voting Letter, representing two-thirds in value of the Proven Unsecured Claims of the Unsecured Creditors who actually vote upon the Proposal (whether in person or by proxy) at the Creditors' Meeting or by a Voting Letter.

5.7 Appointment of Inspectors

At the Creditors' Meeting, the Unsecured Creditors may appoint up to five (5) Inspectors whose powers will be limited to:

- (a) advising the Trustee concerning any dispute which may arise as to the validity of Claims; and
- (b) advising the Trustee from time to time with respect to any other matter that the Trustee may refer to them.

Any decision, direction or act of the Inspectors may be referred to the Court by the Trustee and the Court may confirm, reverse or modify the decision, direction or act and make such order as it thinks just.

The authority and term of office of the Inspectors will terminate upon the discharge of the Trustee.

5.8 Valuation of Claims

The procedure for valuing Claims of Unsecured Creditors and resolving disputes with respect to such Claims will be as set forth in the BIA. The Debtor and/or the Trustee reserve the right to seek assistance of the Court in valuing the Claim of any Unsecured Creditor, if required, to ascertain the result of any vote on the Proposal or the amount payable or to be distributed to such Unsecured Creditor under the Proposal, as the case may be.

ARTICLE VI

DISTRIBUTION

6.1 Implementation of Proposal

- (a) On the Implementation Date, the Debtor shall pay to the Trustee an amount sufficient to pay the Administrative Fees and Expenses and the Proven Unsecured Claims of the Preferred Creditors in accordance with Article 3.3 (the "Initial Proceeds"). The Administrative Fees and Expenses and the Proven Unsecured Claims of the Preferred Creditors shall be paid by the Trustee out of the Initial Proceeds in accordance with Article 3.3;
- (b) Each Ordinary Creditor which, on the Date of Filing, (i) holds Proven Unsecured Claims in an aggregate amount of \$1,500 or less or, (ii) holds Proven Unsecured Claims in an aggregate amount of in excess of \$1,500 and, by providing an Election to Reduce Claim to the Trustee prior to the date which is two Business Days following the making of the Approval Order, reduces the aggregate amount of all such Ordinary Creditor's Proven Unsecured Claims to \$1,500; in either case, will receive in respect of its Proven Unsecured Claims, within ten Business Days after the Implementation Date or as soon thereafter as is practicable, in full and final satisfaction of those Proven Unsecured Claims, a dividend equal to the lesser of:
 - (i) \$1,500; and
 - (ii) The aggregate amount of such Creditor's Proven Unsecured Claims;

In all cases, subject to deduction of the Superintendent's Levy payable in respect thereof.

A Person who receives a payment in accordance with this Article 6.1(b) shall not be entitled to any other payment or consideration with respect to such Person's Proven Unsecured Claims and such Person's Proven Unsecured Claims shall be discharged and extinguished upon such Person's receipt of payment hereunder.

An Ordinary Creditor who, on the Date of Filing, holds Proven Unsecured Claims in the aggregate amount of \$1,500 or less shall be deemed to vote in favour of the Proposal.

- (c) Each Ordinary Creditor who, on the Date of Filing, holds Proven Unsecured Claims in an aggregate amount in excess of \$1,500 and who has not provided to the Trustee an Election to Reduce Claim on or before the date which is two Business Days following the making of the Approval Order shall, within thirty Business Days following the Implementation Date or as soon thereafter as is practicable, receive a certificate (a "Payment Certificate") in an amount equal to the aggregate amount of all its Proven Unsecured Claims, minus a *pro rata* portion of the total amount of the Superintendent's Levy required by the BIA to be paid in respect of all such distributions, in full and final satisfaction of its Proven Unsecured Claims. The Payment Certificate will provide that the holder of the Payment Certificate is entitled to a *pro rata* share of the amount to be distributed by the Debtor in accordance with paragraph (e) below;
- (d) The Trustee shall pay the Superintendent's Levy with respect to the cash dividends paid and distribute to the Superintendent of Bankruptcy a single Payment Certificate for the remaining amount of the Superintendent's Levy required by the BIA, calculated on the assumption that there will be dividends paid in an amount equal to the face amounts of the Payment Certificates;
- (e) Within 180 days of the end of the fiscal years ending in 2015, 2016 and 2017, the Debtor shall distribute to holders of Payment Certificates, on a *pro rata* basis based upon the face amount of the Payment Certificates, an amount equal to their *pro rata* share of a percentage of the Debtor's income after taxes ("Profits")(calculated as set out below and determined pursuant to the Debtor's audited statements) which will be payable without interest, as follows:

Profits for the Year	Percentage to Certificate Holders	Maximum Cumulative Payment to Certificate Holders
\$0 to \$1.5 million	20%	\$300,000

\$1.5 Million to \$2.0 Million	30%	\$450,000
\$2.0 Million to \$2.5 Million	40%	\$650,000
Greater than \$2.5 Million	50%	Balance of outstanding Payment Certificates

Profits shall be calculated in accordance with Canadian accounting standards for private enterprises on the basis of the Debtor's income after tax. For certainty, Profits shall not in any manner reflect any direct benefit Wabi receives as a result of any compromise of any Claim pursuant to this Proposal or pursuant to revised Term Lender obligations. The term of the Payment Certificates shall be 3 years commencing with the 2015 calendar year. The Debtor will make such distributions until the earlier of: (i) the distribution required hereby for the year ended December 31, 2017, or (ii) such time as the amount of the distributions made by the Debtor equals the total face amount of the Payment Certificates issued pursuant hereto. Provided that the Debtor makes all distributions that it is required to make pursuant to this Article 6.1(e), then, even if holders of the Payment Certificates have still not received aggregate payments equal to the total face amount of their Payment Certificates once the payments required to be made hereunder in respect of the 2017 calendar year are made, the Payment Certificates shall be of no further force and effect and the Debtor shall have no further obligation to the holders of the Payment Certificates and the holders of the Payment Certificates shall have no further right or recourse against the Debtor in respect thereof; and

- (f) The debtor shall include with the distributions hereunder a report from a senior officer stating that, in his or her opinion, the computation of the Profits has been made in accordance with paragraph (e).

6.2 Discharge of Trustee

Upon distribution of the amounts payable under Article 6.1(b), the Payment Certificates under Article 6.1(c), and payment of the Administrative Fees and Expenses and the Proven Unsecured Claims of Preferred Creditors, the Trustee shall have discharged its duties as Trustee and the Trustee shall be entitled to apply for its discharge as Trustee hereunder. For greater certainty, the Trustee will not be responsible or liable for any obligations of the Debtor before, on or after the Date of Filing and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a willful or wrongful act or default.

6.3 Certificate of Full Performance

Upon distribution of the amounts payable under Article 6.1(b) and the Payment Certificates, and payment of the Administrative Fees and Expenses and the Proven Unsecured Claims of the Preferred Creditors, this Proposal shall have been fully performed and the Trustee shall issue to the Debtor the certificate referred to in section 65.3 of the BIA.

ARTICLE VII

MISCELLANEOUS

7.1 Compromise Effective for all Purposes

Upon the implementation of this Proposal on the Implementation Date, all Claims other than Unaffected Claims shall be forever discharged and released, excepting only the obligations of the Debtor to make distributions in respect of the Payment Certificates in the manner and to the extent provided for in this Proposal. The distributions contemplated hereunder will be binding upon each Creditor, its heirs, executors, administrators, successors and assigns, for all purposes.

7.2 Modification of Proposal

The Debtor or any Creditor may propose an alteration or modification to the Proposal prior to the vote taking place on the Proposal.

7.3 Consents, Waivers and Agreements

As at 12:01 a.m. on the Implementation Date, each Creditor (other than Unaffected Creditors in respect of Unaffected Claims) shall be deemed:

- (a) to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- (b) to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Creditor and the Debtor that has occurred on or prior to the Implementation Date;
- (c) to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Creditor and the Debtor as at the Implementation Date (other than those entered into by the Debtor on, or with effect from, the Implementation Date) and the provisions of this Proposal, that the provisions of this Proposal shall take precedence and

priority and the provisions of such agreement or other arrangement shall be amended accordingly; and

- (d) to have released the Debtor, the Trustee and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens, set-off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with Claims, the business and affairs of the Debtor, the Proposal or any of the matters herein.

7.4 Conditions to Proposal Implementation

The Implementation of the Proposal by the Debtor will be conditional upon the fulfillment or satisfaction of the following conditions:

- (a) acceptance of the Proposal by the Unsecured Creditors;
- (b) approval of the Proposal by the Court and the expiry of all appeal periods; and
- (c) approval of a settlement agreement with each of the Term Lenders on terms satisfactory to the Debtor and the Term Lenders.

7.5 Release

Upon the Implementation Date, each and every present and former director of the Debtor shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action that arose on or before the Date of Filing and that relate to the obligation of the Debtor where the directors are by law liable in their capacity as directors for the payment of such obligations, and provided nothing herein shall release or discharge any of the directors from claims that:

- (a) relate to contractual rights of one or more Creditors arising from contracts with one or more directors; or
- (b) are based on allegations of misrepresentation made by directors to Creditors or of wrongful or oppressive conduct by directors.

This release shall have no force or effect if the Debtor goes bankrupt before the terms of the Proposal are performed.

7.6 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date, the treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns) and the Proposal shall constitute (i) a full, final and absolute settlement of all rights of Creditors (other than in respect of Unaffected Creditors); and (ii) an absolute release and discharge of all indebtedness, liabilities and obligations of the Debtor of or in respect of all Claims (other than Unaffected Claims).

7.7 Sections 95 to 101 of the BIA

Sections 95 to 101 of the BIA shall not apply.

7.8 Notices

Any notices or communications to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, prepaid mail, or fax to the respective parties as follows:

- (a) if to the Debtor:

Wabi Iron & Steel Corp.
P.O. Box 1510, 330 Broadwood Avenue
New Liskeard, Ontario
P0J 1P0

Attention: Jeremy Birnie
Fax: (705) 647-6954

with a copy to:

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3C2

Attention: Larry Ellis
Fax: (416) 640-3005

- (b) if to an Unsecured Creditor, to the address or fax for such Unsecured Creditor specified in the Proof of Claim filed by such Unsecured Creditor or, if no Proof of Claim has been filed, to such other address or telecopier

number at which the notifying party may reasonably believe that the Unsecured Creditor may be contacted; and

(c) if to the Trustee:

Richter Advisory Group Inc.
181 Bay Street, Suite 3320
Bay Wellington Tower
Toronto, Ontario
M5J 2T3

Attention: Adam Sherman
Fax: (514) 934-8603

or to such other address or fax number as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery, telecopier or email and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by telecopier or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any on a non-Business Day, on the next following Business Day and in the case of notice mailed as aforesaid, on the fifth (5th) Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

7.9 Foreign Currency Obligations

For the purposes of this Proposal, Claims denominated in a currency other than Canadian funds will be converted to Canadian Dollars at the closing spot rate of exchange of the Bank of Canada on the Date of Filing.

7.10 Applicable Law

This Proposal shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

7.11 Non Severability

It is intended that all provisions of this Proposal shall be fully binding on and effective between all Persons named or referred to in this Proposal and in the event that any particular provision or provisions of this Proposal is or are found to be void, voidable or

unenforceable for any reason whatsoever, then the remainder of this Proposal and all other provisions shall be void and of no force or effect.

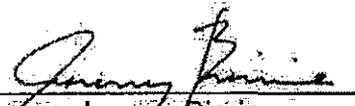
7.12 Deeming Provisions

In this Proposal the deeming provisions are not rebuttable, are conclusive and irrevocable.

DATED at the City of New Liskeard, in the Province of Ontario, this 9th day of January, 2015.

WABI IRON & STEEL CORP.

Per:



Name: Jeremy Birnie

Title: President

SCHEDULE I

ELECTION TO REDUCE CLAIM

TO: RICHTER ADVISORY GROUP INC. ("Richter), in its capacity as Trustee in re the Proposal of Wabi Iron & Steel Corp. ("Wabi")

RE: THE PROPOSAL OF WABI IRON & STEEL CORP. (the "Wabi Proposal")

For use by Unsecured Creditors of Wabi with aggregate Proven Unsecured Claims in excess of \$1,500 who wish to reduce their total Proven Unsecured Claim to \$1,500 and receive a cash payment.

THE UNDERSIGNED CREDITOR with Proven Unsecured Claims against Wabi acknowledges that the total amount of its Proven Unsecured Claims exceeds \$1,500 and hereby:

- (i) reduces the aggregate of the undersigned's Proven Unsecured Claim to \$1,500;
- (ii) releases all other Unsecured Claims of the undersigned;
- (iii) hereby definitive elects to vote in favour of the Proposal and appoints the Proposal Trustee as proxy such that the Proposal Trustee is hereby directed to vote in favour of the Proposal and to take such steps as are necessary to support the Proposal; and
- (iv) elects to receive payment in accordance with Section 6.1(b) rather than Section 6.1(c) of the Wabi Proposal.

Dated this _____ day of January, 2015.

Print name of Unsecured Creditor

Signature of Unsecured Creditor or, if the Unsecured Creditor is a corporation, signature of an authorized signing officer of the corporation

Title of Authorized Signing Officer

THIS ELECTION MUST BE PROVIDED TO THE TRUSTEE SO THAT IT IS RECEIVED BY THE TRUSTEE AT THE FOLLOWING ADDRESS ON OR BEFORE THE DATE WHICH IS TWO (2) BUSINESS DAYS FOLLOWING THE MAKING OF THE APPROVAL ORDER

Richter Advisory Group Inc.
(in its capacity as Trustee in re the Proposal of Wabi Iron & Steel Corp.)
181 Bay Street, Suite 3320
Bay Wellington Tower
Toronto, Ontario M5J 2T3

Attention: Adam Sherman
Telephone: (416) 642-4836
Fax: (514) 934-8603

Schedule "B"

PAYMENT CERTIFICATE

ISSUED BY: Wabi Iron & Steel Corp. ("Wabi" or the "Company") pursuant to a Proposal under the *Bankruptcy and Insolvency Act* made January 9, 2015, accepted, by the requisite majorities of creditors on January 30, 2015 and approved by the Superior Court of Justice (Ontario) on March ●, 2015 (the "Proposal")

ISSUED TO: [●] (the "Holder")
[Address]

HOLDER'S PROVEN UNSECURED CLAIM: \$●

FACE AMOUNT OF PAYMENT CERTIFICATE: \$● (100% of the Holder's Proven Unsecured Claim, less the Pro Rata Portion (defined below) of the total amount of Superintendent's Levy required to be paid in respect of all Payment Certificates issued (assuming payment in full))(the "Face Amount")

DATE OF ISSUANCE: [April] ●, 2015

Distribution Terms

This is one of many Payment Certificates issued by the Company pursuant to the terms of the Proposal.

1. For purposes of this Payment Certificate:
 - a. "Annual Distributable Profit Pool" means, in respect of each fiscal year-end, the sum of the following:
 - i. 20% of the first \$1.5 million or less of Profits earned by the Company during that fiscal year;
 - ii. 30% of all Profits earned by the Company during that fiscal year in excess of \$1.5 million, up to and including \$2 million for the fiscal year;
 - iii. 40% of all Profits earned by the Company during that fiscal year in excess of \$2 million, up to and including \$2.5 million for the fiscal year; and
 - iv. 50% of all Profits earned by the Company during that fiscal year in excess of \$2.5 million.

For illustrative purposes only, if the Profits in a fiscal year are \$2.1 million, the Annual Distributable Profit Pool for that fiscal year would be \$490,000. If the Profits in a fiscal year are \$1.7 million, the Annual Distributable Profit Pool would be \$360,000.

- b. **"Profits"** means profits calculated in accordance with Canadian accounting standards for private enterprises on the basis of the Company's income after tax. For certainty, Profits shall not in any manner reflect any direct benefit Wabi receives as a result of any compromise of any Claim pursuant to this Proposal or pursuant to revised Term Lender obligations.
 - c. **"Pro Rata Portion"** means the fraction created by utilizing the Face Amount of this Payment Certificate as the numerator and the aggregate Face Amounts of all Payment Certificates issued pursuant to the Proposal as denominator.
2. Within 180 days after the end of each fiscal year commencing with the end of the fiscal year 2015 and ending with the fiscal year 2017, the Company shall distribute to the Holder, without interest or any other charge, an amount equal to:

The Pro Rata Portion x the Annual Distributable Profit Pool for that fiscal year

The Holder shall be entitled to distributions from the Company in accordance with the terms hereof and in no event shall the Holder be entitled to receive more in aggregate than the Face Amount set out above in respect of this Payment Certificate.

Additional Terms

- 3. Each year, when a distribution is made by the Company pursuant hereto, it will provide a summary of its calculation of the Annual Distributable Profit Pool and a statement of the aggregate Face Amounts of all Payment Certificates. This information will be accompanied by a report from a senior officer of the Company stating that, in his or her opinion, the computation of the Profits has been made in accordance with paragraph 6.1(e) of the Proposal.
- 4. No amount shall be distributed pursuant to this Payment Certificate in respect of any fiscal year unless there is a positive Profit earned during that fiscal year.
- 5. Even if the Holder has not received the full Face Amount, no further distributions will be made by the Company in respect of the fiscal years after 2017, the Payment Certificates shall be of no further force and effect, and the Holder will have no further rights or recourse hereunder.
- 6. Except as otherwise specifically defined, all capitalized terms herein shall have the meaning ascribed to such term in the Proposal.

7. In the event of a conflict between the terms of this Payment Certificate and the terms of the Proposal, the terms of the Proposal shall govern.
8. Payments hereunder shall be made to the Holder at the address shown on this Payment Certificate unless otherwise agreed by the Company.
9. This Payment Certificate shall be binding upon and enure to the benefit of the Holder and the Company and their respective successors and permitted assigns
10. By accepting this Payment Certificate and each distribution made hereunder, the Holder acknowledges and agrees that the Trustee shall have no liability in respect of this Payment Certificate or the performance by the Company of its obligations hereunder or under the Proposal.
11. This Payment Certificate shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, applicable therein.

WABI IRON & STEEL CORP.

By: _____
authorized signing officer

Estate Number: 31-1942523
Court File No: 31-1942523

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS AMENDED
AND IN THE MATTER OF THE PROPOSAL OF WABI IRON & STEEL CORP., OF THE CITY OF NEW LISKEARD, IN
THE PROVINCE OF ONTARIO**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**
Proceedings commenced in Toronto

**ORDER
(Approval of Proposal)**

FASKEN MARTINEAU DuMOULIN LLP
333 Bay Street – Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Stuart Brotman (LSUC# 43430D)
Dylan Chochla (LSUC# 62137I)

Tel: 416 366 8381
Fax: 416 364 7813
sbrotman@fasken.com
dchochla@fasken.com

**Lawyers for Richter Advisory Group Inc. in its
capacity as Trustee under the Notice of Intention to
make a Proposal of Wabi Iron & Steel Corp.**

5
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C
Inc.

Tab 2

Court File No. 31-1942523

**IN THE MATTER OF THE PROPOSAL OF
WABI IRON & STEEL CORP.
OF THE CITY OF NEW LISKEARD
IN THE PROVINCE OF ONTARIO**

FEBRUARY 20, 2015

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE PROPOSAL OF
WABI IRON & STEEL CORP.
OF THE CITY OF NEW LISKEARD
IN THE PROVINCE OF ONTARIO**

**REPORT OF TRUSTEE ON PROPOSAL
(Section 58(d) of the *Bankruptcy and Insolvency Act*)**

FEBRUARY 20, 2015

Richter Advisory Group Inc. ("**Richter**"), the Trustee acting *in re* the proposal of Wabi Iron & Steel Corp. ("**Wabi**" or the "**Company**"), an insolvent company, hereby reports to the Court that:

1. The Company filed a Notice of Intention to Make a Proposal ("**NOI**") under Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B.-3, as amended (the "**BIA**"), on December 12, 2014. A copy of the NOI, together with the Certificate of Filing a Notice of Intention to Make a Proposal, is attached hereto as **Exhibit "A"**.
2. A copy of Wabi's Statement of Projected Cash-flow for the period December 12, 2014 to March 20, 2015 and related reports pursuant to Section 50.4(2) of the BIA, copies of which are attached hereto as **Exhibit "B"**, were filed with the Official Receiver on December 19, 2014.

3. The Company did lodge with the Trustee a Proposal (the "Proposal"), which Proposal was filed with the Official Receiver on January 9, 2015. A copy of the Proposal is attached hereto as **Exhibit "C"**.
4. Wabi's Proposal provides for the restructuring of the Company's liabilities through the distribution to Unsecured Creditors of either (i) a monetary payment of up to \$1,500, or (ii) a Payment Certificate, as further described below:
 - (i) Unsecured Creditors having Proven Unsecured Claims in aggregate of \$1,500 or less, and Unsecured Creditors having Proven Unsecured Claims in an aggregate amount in excess of \$1,500 and who provide to the Trustee an Election to Reduce Claim reducing the aggregate amount of their Proven Unsecured Claim to \$1,500 are to receive a cash dividend equal to the lesser of the amount of their Proven Unsecured Claim or \$1,500; or
 - (ii) Unsecured Creditors with Proven Unsecured Claims who are owed in excess of \$1,500 and who have not elected to receive a cash dividend of \$1,500 will receive a Payment Certificate which will afford those Unsecured Creditors an opportunity to receive distributions up to a maximum amount equal to 100% of their Proven Unsecured Claims, net of the Superintendent of Bankruptcy Levy. Distributions pursuant to the Payment Certificates will be made by the Company based on the amounts of Wabi's income after tax for its 2015 to 2017 fiscal year ends. A copy of the proposed form of Payment Certificate, which the Trustee is also requesting the Court to approve, is attached hereto as **Exhibit "D"**.
5. Certain claims are treated as unaffected in the Proposal and will be treated in accordance with existing agreements or as otherwise agreed by Wabi and the unaffected creditor. These unaffected claims are as follows:

- (i) claims of Ordinary Creditors who (a) are suppliers of goods and services determined by Wabi, in consultation with the Trustee, to be critical to its ongoing operations and restructuring efforts, (b) are suppliers of goods and services that cannot be reasonably sourced from other persons without material delay or cost, and (c) are identified to the Trustee prior to the Trustee delivering its report to Creditors with respect to the Proposal. As set out in the Trustee's Report (as hereinafter defined, see Exhibit "I"), five (5) suppliers with claims totalling approximately \$370,232 fall into this category;
- (ii) claims of Royal Bank of Canada, Northern Ontario Heritage Fund Corporation and South Temiskaming Community Futures Development Corporation (collectively, the "Secured Creditors"), which are listed on the Company's Statement of Affairs as secured creditors with claims totalling approximately \$1,562,922, \$3,059,705 and \$600,000, respectively. The Secured Creditors are unaffected by the Proposal and, consequently, are not required to file Proofs of Claim with the Trustee. As, pursuant to the Proposal, no distribution is being made to the Secured Creditors, the Trustee has not obtained an independent opinion on the validity or enforceability of the security held by the Secured Creditors. The Trustee has, however, requested and received from Wabi copies of the security agreements granted by Wabi in favour of the Secured Creditors, which are attached hereto as Exhibit "E". The Trustee also notes that, based on its review of a current printout summarizing the registration of security interests against the Company pursuant to the *Personal Property Security Act (Ontario)*(the "PPSA Search Results"), the Secured Creditors have each registered a security interest against Wabi. A copy of the PPSA Search Results dated February 18, 2015 are attached hereto as Exhibit "F"; and
- (iii) claims relating to amounts owing to the pension plan for Wabi employees, Registration Number 1001916.

6. On the 20th day of January, 2015, the Trustee gave notice (the "Notice") to the Company, to the Superintendent of Bankruptcy (the "Superintendent") and to every known creditor affected by the Proposal of the calling of a meeting of creditors (the "Meeting of Creditors") to be held on the 30th day of January, 2015 to consider the Proposal. A copy of the Notice (excluding exhibits) is attached hereto as Exhibit "G".
7. With the Notice was included a copy of the Proposal, the Company's Statement of Affairs, a list of creditors affected by the Proposal showing the amounts of their respective claims according to the Company's records, a form of Proof of Claim and Proxy in blank, Election to Reduce Claim form, and a Voting Letter. A copy of the Statement of Affairs is attached hereto as Exhibit "H".
8. Prior to the Meeting of Creditors, the Trustee conducted and caused to be made a careful and detailed enquiry into the liabilities of the Company, the Company's assets and the value thereof, the Company's conduct, and the causes of the Company's insolvency. A copy of the Report of the Proposal Trustee on the Financial Situation of the Debtor and the Proposal (the "Trustee's Report"), which was mailed on January 20, 2015 to the Company's creditors is attached hereto as Exhibit "I".
9. The Meeting of Creditors was held on January 30, 2015, and was presided over by Mr. Adam Sherman of Richter.
10. At the Meeting of Creditors, the Proposal was accepted by the requisite number and dollar value of Wabi's unsecured creditors entitled to vote at the Meeting of Creditors, as set out in the table below:

Votes For		Votes Against	
Number	92	Number	5
Percentage in Number	94.8%	Percentage in Number	5.2%
Dollar Value	\$ 2,072,402.27	Dollar Value	\$ 262,231.35
Percentage in Dollar Value	88.8%	Percentage in Dollar Value	11.2%

A copy of the minutes of the Meeting of Creditors is attached hereto as Exhibit "J".

11. At the Meeting of Creditors, Ms. Sue Cote and Mr. Frank DelMedico were elected to be inspectors in the Company's Proposal.
12. The Trustee is of the opinion that:
 - (i) the assets of the Company and their fair realizable value are as reflected on the Statement of Affairs (see Exhibit "H"); and
 - (ii) the liabilities of the Company, excluding potential claims of former employees for termination and/or severance pay, are as reflected on the Statement of Affairs (see Exhibit "H").
13. The Trustee is also of the opinion that:
 - (i) based on the information provided by the Company, the causes of Wabi's financial difficulties were a depressed resource/mining sector and a general slowdown in mining industry culminating in declining sales, reduced gross margins and sustained operating losses;
 - (ii) based on the Trustee's investigations, as set out in paragraph 8 above, the Trustee did not identify any transactions that may qualify as preferences and/or transfers at undervalue pursuant to the BIA; and
 - (iii) the Trustee is not aware of any facts, pursuant to Section 173 of the BIA, which may be proved against the Company.
14. The Trustee is further of the opinion that the Proposal is advantageous for the Company's creditors for the following reasons:
 - (i) it is expected that Wabi's creditors will derive a greater benefit from the Company's efforts to restructure and continue operations than would be realized from a forced liquidation of the Company's assets;
 - (ii) based on the analysis set out in the Trustee's Report, the Trustee believes that the Proposal provides for a distribution to Wabi's creditors that likely exceeds the dividend that would be otherwise available in a bankruptcy;

- (iii) the Proposal is calculated to benefit the general body of the creditors of Wabi;
and
- (iv) if the Proposal is not approved by the Court, Wabi will become bankrupt and the Company's assets would vest with the Trustee in Bankruptcy subject to the rights of the Company's secured creditors. In the event of Wabi's bankruptcy, the Trustee is of the view that at least one of the Secured Creditors would appoint a Receiver to realize on the Company's assets. The estimated realizable value of the Company's assets in a liquidation scenario is outlined in Section E of the Trustee's Report (see Exhibit "I" herein).

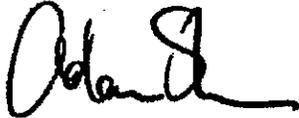
In the event of the Company's bankruptcy and assuming Wabi's assets and liabilities as at March 2, 2015 would be substantially the same as the Company's assets and liabilities discussed in Section E of the Trustee's Report, the Trustee estimates that, as set out in the Trustee's Report, the realizations that would be available for distribution to Wabi's unsecured creditors would be \$Nil.

- 15. On the 4th day of February, 2015, the Trustee's solicitor, Fasken Martineau DuMoulin LLP, applied to the Court for an appointment for a hearing of the application for the Court's approval of the Company's Proposal.
- 16. On the 13th day of February, 2015, the Trustee caused to be sent to the Superintendent, the Company and to every creditor of the Company, a notice of the time and place of the hearing of the application to the Court to approve the Proposal. A copy of the above-noted notice is attached hereto as Exhibit "K".
- 17. On the 20th day of February, 2015, the Trustee forwarded a copy of this report to the Superintendent.
- 18. Based on the information set out in this report and the Trustee's Report, the Trustee is of the opinion that the Proposal is advantageous to the Company's creditors, as it is the process by which the Creditors' attempt to maximize their return from the Company's indebtedness to them.

19. Based on the information set out in this report and the Trustee's Report, the Trustee recommends to the Court that the Proposal and form of Payment Certificate be approved.

Dated this 20th day of February, 2015.

Richter Advisory Group Inc.
in its capacity as Proposal Trustee of
Wabi Iron & Steel Corp.

A handwritten signature in black ink, appearing to read "Adam Sherman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Adam Sherman, MBA, CIRP

Tab A

District of:
Division No.
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the Notice of Intention to make a Proposal of
Wabi Iron & Steel Corp.
Of the City of New Liskeard
In the Province of Ontario

Take notice that:

1. I, Wabi Iron & Steel Corp., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Richter Advisory Group Inc, of 181 Bay Street, 33rd Floor, Toronto, ON, M5J 2T3, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against Wabi Iron & Steel Corp. are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of New Liskeard in the Province of Ontario, this 12th day of December 2014.



 Wabi Iron & Steel Corp.
 Insolvent Person

To be completed by Official Receiver:

Filing Date _____

 Official Receiver

- Proposal Consent -

**In the matter of the Notice of Intention to make a Proposal of
Wabi Iron & Steel Corp.
Of the City of New Liskeard
In the Province of Ontario**

To whom it may concern,

This is to advise that we hereby consent to act as trustee under the Bankruptcy and Insolvency Act for the proposal of Wabi Iron & Steel Corp.

Dated at the City of Toronto in the Province of Ontario, this 12th day of December 2014.

Richter Advisory Group Inc. - Trustee

Per:



Paul van Eyk, CPA, IFA, CIRP
181 Bay Street, 33rd Floor
Toronto ON M5J 2T3
Phone: (416) 488-2345 Fax: (416) 488-3765

Minutes of a meeting of the directors of
Wabi Iron & Steel Corp.

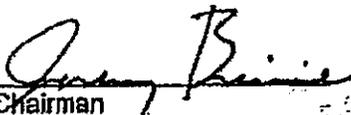
Held on the 12th day of December 2014
At 330 Broadwood Ave,
In the City of New Liskeard
In the province of Ontario
At 10:00AM

Present:

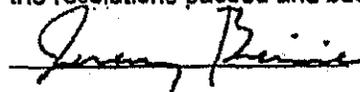
Jeremy Birnie

On motion duly made, seconded and carried, Jeremy Birnie, President acted as chairman at the meeting. A quorum of Directors being present in person the chairman declared the meeting to be regularly constituted. The chairman reported that the company was in financial difficulties and was no longer able to meet its obligations generally as they became due. It was therefore resolved that the company file a proposal pursuant to the Bankruptcy and Insolvency Act and that for that purpose Jeremy Birnie, President be authorized to execute such documents in connection therewith as may be required.

Upon motion duly made, seconded and carried, the meeting adjourned.


Chairman

The undersigned Director of the above named company do hereby waive notice calling the meeting of which the foregoing are the Minutes and we do hereby ratify, approve and confirm all the resolutions passed and business transacted herewith.



Certified to be a true copy of the minutes of the meeting of the directors of Wabi Iron & Steel Corp. held on the 12th day of December 2014 in the New Liskeard in the Province of Ontario.



List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
ACCURACY ENV. LABORATORIES	PO BOX 426 1470 GOV'T ROAD WEST KIRKLAND LAKE ON P2N 3J1		954.17
AEVITAS	455 ARCHER DRIVE, BOX 518 KIRKLAND LAKE ON P2N 3J5		821.50
AIR LIQUIDE CANADA INC.	1700 STEELES AVE EAST BRAMALEA ON L6T 1A6		6,330.74
AIRSPRINT INC.	1910 MCCALL LANDING NE CALGARY ON T2E 9B5		3,035.81
AJAX TOCCO MAGNETHERMIC CORP.	333 STATION STREET AJAX ON L1S 1S3		1,248.65
ALLIED METALS	PO BOX 67000 DETROIT MI 48267-0089 USA		42,352.88
ALLIED MINERAL PRODUCTS INC.	PO BOX 951410 CLEVELAND OH 44193		2,907.81
AMSCO CAST PRODUCTS	35 MERCY ST. SELKIRK MB R1A 1N5		171,144.92
ARC INDUSTRIES	BOX 1149 513 AMWELL STREET HAILEYBURY ON P0J 1K0		4,685.70
ARI 2912473 CANADA LTD.	1355-C CITE DES JEUNES ST CLET PQ J0P 1S0		3,969.00
ASBURY WILKINSON INC.	1115 SUTTON DRIVE BURLINGTON ON L7L 5Z8		88,638.14
ASDR FABRICATION	C.P. 1479 820, CHEMIN DU LAC MOURIER MALARTIC PQ J0Y 1Z0		61,323.52
ASTECH ALLOY STEEL TECHN.	PO BOX 158 5512 SCOTCH RD VASSAR MI 48768 USA		71,070.20
ATLAS EQUIPMENT COMPANY	1313 S. 96TH ST SEATTLE WA 98108 USA		11,250.00
B & G INDUSTRIAL SERVICES LTD.	P.O. BOX 1585 - HWY 65E NEW LISKEARD ON P0J 1E0		1,935.13
B&L INFORMATION SYSTEMS, INC.	4707 RAMBO ROAD BRIDGMAN MI 49106 USA		6,302.40
BARBERTON STEEL INDUSTRIES	P.O. BOX 350 240 EAST HUSTON STREET BARBERTON OH 44203 USA		47,932.12

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
CBSC CAPITAL INC.	100 - 1235 NORTH SERVICE RD W. OAKVILLE ON L6M 2W2		2,027.85
CENTURY PACIFIC FOUNDRY	8239, 128TH STREET SURREY BC V3W 4G1		122,393.55
COMBINED METAL INDUSTRIES INC.	505 GARYRAY DR TORONTO ON M9L 1P9		13,491.30
DAYTON FREIGHT LINES INC.	PO BOX 340 VANDALIA OH 45377 USA		900.82
DIBBLEE TOOLS LTD.	181 ONEIDA DRIVE POINTE-CLAIRE PQ H9R 1A9		3,055.86
DOUPE BENNETT MCLEOD	P.O. BOX 2999 NEW LISKEARD ON P0J 1P0		9,759.08
DR. MARK CHURMAN	R.R. #3 12 APPALOOSA DRIVE NEW LISKEARD ON P0J 1P0		4,500.00
E.T. ENGINEERING INC.	R.R. #1 970 DERLAND ROAD CORBEIL ON P0H 1K0		4,833.00
EARLTON COUNTRY STORE	69, 10TH AVENUE EARLTON ON P0J 1E0		2,028.78
EMOND - HARNDEN, LLP	GLEBE CHAMBERS 707 BANK STREET OTTAWA ON K1S 3V1		28,254.73
EMPLOYMENT OFFICE CANADA	6HT FLOOR 1133 MELVILLE ST. VANCOUVER BC V6E 4E5		2,194.54
ENSIGHT CANADA	808 - 155 QUEEN ST. OTTAWA ON K1P 6L1		10,500.00
ESI NORTH AMERICA	350 - 32805 WEST 12 MILE ROAD FARMINGTON HILLS MI 48334 USA		20,959.00
EVANS, BRAGAGNOLO & SULLIVAN LLP	BARRISTERS AND SOLICITORS 120 PINE ST. SOUTH TIMMINS ON P4N 2K4		13,635.22
EXCEL MOLD LIMITED	68 ELLIS DRIVE BARRIE ON L4N 8Z3		5,672.80
EXPEDITE PLUS	917 NIPISSING ROAD, UNIT C MILTON ON L0T 5E3		2,475.00
EXPEDITE PLUS US	917 NIPISSING ROAD, UNIT C MILTON ON L9T 5E3		1,950.00

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
IMPERIAL COLLISON CENTRE	1000 KINGSWAY SUDBURY ON P3B 2E5		1,340.28
INDUCTION IRON INC.	203B - 13909 N. DALE MABRY HWY. TAMPA FL 33618-2413		2,171.06
INDUSTRIAL SAFETY TRAINERS INC.	219 SAUNDERS ROAD BARRIE ON L4N 8A3		3,503.00
INDUSTRY CANADA	2ND FLOOR EAST 200A - 235 QUEEN OTTAWA ON K1A 0H5		13,314.94
INSIGHT CANADA INC.	5410 DECARIE BLVD MONTREAL PQ H3X 4B2		3,124.69
ISN SOFTWARE CANADA LTD.	PO BOX 9603, STN M CANADA AB T2P 0E9		4,915.50
JAMES LATHEN EXCAVATING LTD.	NIVEN STREET P.O. BOX 176 NORTH COBALT ON P0J 1R0		2,395.60
JEBCO	111 ELLIS DRIVE BARRY ON L4N 8Z3		226,935.64
JEFFREY RADER USA	DEPT CH 17751 TERRASOURCE GLOBAL PALATINE IL 60055-7751 USA		142,492.00
KNOX INSURANCE	705 CASSELLS ST. NORTH BAY ON P1B 4A3		12,662.18
LANDMARK RESOURCES	4 - 1776, BOUL. BECANCOUR BECANCOUR QC G9H 3V4		9,030.68
LEVITT SAFETY LIMITED	2872 BRISTOL CIRCLE OAKVILLE ON L6H 6T5		2,027.62
LONDON LIFE INSURANCE CO.	TERMINAL 540 255 DUFFERIN LONDON ON N6A 4K1	ATT: MELISSA CABRAL	1,595.82
MACAWBER ENGINEERING INC.	1829 CLYDESDALE ST. MARYVILLE TN 37601 USA		710.64
MACHITECH INC.	225 BLVD. BONA-DUSSAULT ST.MARC DES CARRIERES QC G0A 4B0		4,184.74
MACKEWN EXCAV. & CONTRACTING	A DIV. OF 1329148 ONTARIO LTD. 118253 SALES BARN RD BX1387 NEW LISKEARD ON P0J 1P0		480.25
MAJIC JOINING INNOVATION CTR	P.O. BOX 303 140 GOVERNMENT ROAD EAST KIRKLAND LAKE ON P2N 3H7		5,479.39

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
NORTHERN TELEPHONE LIMITED	P.O. BOX 2268 TORONTO ON M5S 3G1		3,354.29
ONTARIO COURT OF JUSTICE	THE TOWN OF TEMISKAMING SHORES PROVINCIAL OFFENCES COURT HAILEYBURY ON P0J 1K0		59,260.00
ONTARIO MINING ASSOCIATION	520 - 5775 YONGE ST. TORONTO ON M2M 4J1		1,695.00
OPTA MINERALS	P.O. BOX 280 407 PARKSIDE DRIVE WATERDOWN ON L0R 2H0		8,878.30
ORIS EXPRESS CANADA INC	AMF BOX 6020 6500 SILVER DART DRIVE, 233 CORE "C" MISSISSAUGA ON L5P 1B2		980.00
OSHTECH INCORPORATED	100 - 400 YORK ST. LONDON ON N6B 3N2		2,666.50
OVERHEAD DOOR CO. OF SUDBURY	P.O. BOX 2808 74 NATIONAL ST. GARSON ON P3L 1M5		4,520.00
PALMER MFG & SUPPLY INC	PO BOX 2579 SPRINGFIELD OH 45501 USA		4,282.50
PENSION BENEFITS GUARANTEE FUND	MINISTRY OF FINANCE P.O. BOX 620 OSHAWA ON L1H 8E9		19,782.97
PRAXAIR PRODUCTS	352 RAILWAY STREET TIMMINS ON P4N 2P3		14,074.24
PUROLATOR COURIER LTD.	ETOBICOKE POSTAL STATION P.O. BOX 1100 ETOBICOKE ON M9C 6K2		3,080.73
PYROTEK INCORPORATED	2400 LEMIRE BLVD. DRUMMONDVILLE PQ J2B 6X9		578.30
QSTEEL MINING SUPPLIES LTD	BICTON WA8157 6 CAVAN STREET BICTON WA8157 WA USA		74,278.24
QUADREM NETHERLANDS BV	PO BOX 8 STATION A TORONTO ON M5W 1P8		11,326.20
QUIPTEC INC.	683 BAYVIEW DRIVE BARRIE ON L4N 9A5		2,123.95
RBC - RRRSP	NEW LISKEARD ON P0J 1P0		52,479.82
RECEIVER GENERAL OF CANADA	P.O. BOX 6000 STN MAIN SHAWINIGAN-SUD PQ G9N 7W2	ACCT. #134717891RT	2,851.03

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
TOYOTA CREDIT CANADA INC.	200 - 80 MICRO COURT MARKHAM ON L3R 9Z5		6,321.28
TRANSCAT LTD.	P.O. BOX 5100 (T5023), STN. "F" TORONTO ON M4Y 2T6		590.22
UNICAST INC	871 STREMEL ROAD KELOWNA BC V1X 5E6		122,321.35
UNION GAS	P.O. BOX 2001 50 KEL DR. N. CHATHAM ON N7M 5M1		18,383.80
UNITED PARCEL SERVICE	P.O. BOX 6167 MONCTON NB E1C 9W9		622.59
UNITED STEELWORKERS OF AMERICA	COMM. COURT POSTAL STATION P.O. BOX 9083 TORONTO ON M5L 1K1		947.40
VESUVIUS	ATTN: LINDA DUNCAN 333 PRINCE CHARLES DRIVE WELLAND ON L3B 5A6		5,980.25
VICTAULIC CUSTOM CASTING CO.	123 NEWKIRK ROAD RICHMOND HILL ON L4C 3G5		1,172.94
WEAR-TEK	8021 WEST HWY 2 SPOKANE WA 99224 USA		39,475.59
WESA INC.	171 VICTORIA STREET NORTH KITCHENER ON N2H 5C5		2,178.49
WORKPLACE SAFETY & INS. BOARD	P.O. BOX 4115, STN "A" TORONTO ON M6W 2V3		28,233.04
WORKPLACE SAFETY & PREVENTION	SERVICES (WSPS) 5110 CREEKBANK ROAD MISSISSAUGA ON L4W 0A1		1,148.21
WORKPLACE SAFETY & PREVENTION SRV	5110 CREEKBANK ROAD MISSISSAUGA ON L4W 0A1		7,563.43
WORKPLACE SAFETY NORTH	P.O. BOX 2050, STN MAIN 890 MCKEOWN AVE. NORTH BAY ON P1B 9P1		1,025.04
XTREME STEEL & PROFILES	35 SINCLAIR AVENUE GEORGETOWN ON L7G 1J3		42,238.51
Total			9,426,961.22



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 15 - Haileybury
Court No. 31-1942523
Estate No. 31-1942523

In the Matter of the Notice of Intention to make a
proposal of:

Wabl Iron & Steel Corp
Insolvent Person

RICHTER ADVISORY GROUP INC / RICHTER GROUPE
CONSEI
Trustee

Date of the Notice of Intention: December 12, 2014

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: December 15, 2014, 10:48

E-File/Dépôt Electronique

Official Receiver

25 St. Clair Avenue East, 6th floor, Toronto, Ontario, Canada, M4T1M2, (877)376-9902

Canada

Tab B

Wabicon & Steel Corp
Cash Flow Proje

	19-Dec	26-Dec	2-Jan	9-Jan	16-Jan	23-Jan	30-Jan	6-Feb	13-Feb	20-Feb	27-Feb	6-Mar	13-Mar	20-Mar	Total
Cash Receipts	\$ 210,261	\$ 148,214	\$ 215,810	\$ 216,539	\$ 178,215	\$ 207,484	\$ 246,660	\$ 114,598	\$ 643,000	\$ 200,000	\$ 50,000	\$ 231,250	\$ 3,377,516	\$ 150,000	\$ 4,179,677
Cash Disbursements															
Subcontractor	52,772	21,000	29,000	29,000	25,000	5,000	15,000	15,000	415,000	15,000	15,000	15,000	971,021	21,000	1,643,793
Payroll & Benefits	-	171,787	-	171,787	-	152,464	-	171,787	-	352,461	-	171,787	-	152,461	1,144,531
Material / Supplies / Freight	58,440	70,316	49,591	49,785	58,440	48,475	49,592	44,785	28,440	47,475	29,592	19,785	48,440	91,475	706,452
Utilities	-	25,000	-	-	35,000	-	-	-	35,000	-	-	-	35,000	-	325,000
Rent / Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WAB	-	4,000	-	-	-	-	12,000	-	-	-	12,000	-	-	-	28,000
HST	-	7,000	-	-	-	-	10,000	-	-	-	5,000	-	-	-	17,000
Insurance	5,000	-	10,500	-	5,000	-	-	10,500	5,000	-	-	10,500	-	-	31,500
Bank Fees / Interest	5,000	-	-	-	5,000	-	-	-	5,000	-	-	-	-	-	20,000
Professional Fees	5,000	5,000	5,000	60,000	10,000	35,000	5,000	35,000	5,000	35,000	-	30,000	5,000	30,000	280,000
Other	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	70,000
Total Cash Disbursements	126,212	306,723	119,091	430,572	139,440	349,936	146,532	282,072	483,440	248,936	116,582	232,072	1,064,461	396,938	4,287,078
Net Cash Flow	124,049	(158,509)	96,719	(204,033)	39,875	(16,451)	48	(167,474)	160,560	(48,936)	(66,582)	(20,822)	313,055	(106,938)	(87,399)

The projected statement of cash flow has been prepared pursuant to the requirements of section 504(2) and 509(e) of the Bankruptcy and Insolvency Act and solely for that purpose.

Dated at New Liskeard, Ontario, this 18th day of December, 2014.
WABicon & Steel Corp
Terry Brice
Name of Signing Officer

Terry Brice
Name of Signing Officer

This projected statement of cash flow of Wabicon & Steel Corp has been prepared in accordance with section 504(2) and 509(e) of the Bankruptcy and Insolvency Act and should be read in conjunction with the attached Trustee's Report of Cash Flow Statement dated the 18th day of December, 2014 and the Report on Cash Flow Statement by the Company Mailing the Proposal dated the 18th day of December, 2014.

Richard Adewole Group Inc.
per: *Paul van Slyke*
Admin. Secretary

Paul van Slyke
Paul van Slyke

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

- FORM 29 -
 Trustee's Report on Cash-Flow Statement
 (Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
 Wabi Iron & Steel Corp.
 Of the City of New Liskeard
 In the Province of Ontario

The attached statement of projected cash flow of Wabi Iron & Steel Corp, as of the 17th day of December 2014, consisting of the period from December 12, 2014 to March 20, 2015, has been prepared by the management of the insolvent person for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by the management and employees of the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by management for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

- (a) the hypothetical assumptions are not consistent with the purpose of the projection;
- (b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- (c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Toronto in the Province of Ontario, this 19th day of December 2014.

Richter Advisory Group Inc. - Trustee

Per:



Paul van Eyk, CPA, IFA, CIRP
 181 Bay Street, 33rd Floor
 Toronto ON M5J 2T3
 Phone: (416) 488-2345 Fax: (416) 488-3785

District of: Ontario
Division No. 15 - Halleybury
Court No. 31-1942523
Estate No. 31-1942523

**_FORM 29_ - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)**

**In the Matter of the Notice of Intention to Make a Proposal of
Wabi Iron & Steel Corp.
Of the City of New Liskeard
In the Province of Ontario**

Purpose:

Wabi Iron & Steel Corp. filed a Notice of Intention to Make a Proposal on December 12, 2014. The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of Wabi Iron & Steel Corp. (the "Company"), for the period from December 12, 2014 to March 20, 2015, relating to the filing of a Notice of Intention to Make a Proposal on December 12, 2014.

This Statement of Projected Cash Flow has been prepared by management on December 17, 2014, based on available financial information at that date in accordance with Section 50.4(2) and 50(6)(b) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period from December 12, 2014 to March 20, 2015, considering the economic conditions that are considered the most probable by management.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Assumptions:

(a) Projected Cash Receipts

The projected cash receipts are estimated by management, based upon the collection experience of the Company.

(b) Projected Cash Disbursements

The projected cash disbursements are based upon historical data adjusted to reflect the current level of activity and best estimates of the Company;

Dated at the City of Toronto in the Province of Ontario, this 19th day of December 2014.

Richter Advisory Group Inc. - Trustee

Per:



Paul van Eyk, CPA, IFA, CIRP
181 Bay Street, 33rd Floor
Toronto ON M5J 2T3
Phone: (416) 488-2345 Fax: (416) 488-3765

District of: Ontario
Division No. 15 - Haileybury
Court No. 31-1942523
Estate No. 31-1942523

- FORM 30 -
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

*In the Matter of the Notice of Intention to Make a Proposal of
Wabi Iron & Steel Corp.
Of the City of New Liskeard
In the Province of Ontario*

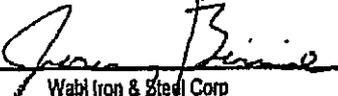
The management of Wabi Iron & Steel Corp, has developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 17th day of December 2014, consisting of the period from December 12, 2014 to March 20, 2015.

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of New Liskeard in the Province of Ontario, this 19th day of December 2014.


Wabi Iron & Steel Corp
Debtor

Jeremy Birnie, President
Name and title of signing officer

District of: Ontario
Division No. 15 - Halleybury
Court No. 31-1942523
Estate No. 31-1942523

FORM 30 - Attachment
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Notice of Intention to Make a Proposal of
Wabi Iron & Steel Corp.
Of the City of New Liskeard
In the Province of Ontario

Purpose:

Wabi Iron & Steel Corp. filed a Notice of Intention to Make a Proposal on December 12, 2014. The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of Wabi Iron & Steel Corp. (the "Company"), for the period from December 12, 2014 to March 20, 2015, relating to the filing of a Notice of Intention to Make a Proposal on December 12, 2014.

This Statement of Projected Cash Flow has been prepared by management on December 17, 2014, based on available financial information at that date in accordance with Section 50.4(2) and 50(6)(c) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period from December 12, 2014 to March 20, 2015, considering the economic conditions that are considered the most probable by management. As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

Assumptions:

(a) Projected Cash Receipts

The projected cash receipts are estimated by management, based upon the collection experience of the Company.

(b) Projected Cash Disbursements

The projected cash disbursements are based upon historical data adjusted to reflect the current level of activity and best estimates of the Company;

Dated at the City of New Liskeard in the Province of Ontario, this 19th day of December 2014.

Wabi Iron & Steel Corp

Tab C

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, C. B-3, as amended**

-and-

IN THE MATTER OF THE PROPOSAL OF WABI IRON & STEEL CORP.

PROPOSAL

Wabi Iron & Steel Corp. hereby submits the following Proposal to all of its Creditors pursuant to part III of the *Bankruptcy and Insolvency Act* (Canada).

ARTICLE I

DEFINITIONS

1.1 Definitions

In this Proposal, save and except as otherwise defined, the following defined terms have the following meaning:

- (a) "Administrative Fees and Expenses" means the fees and expenses, including legal fees and disbursements, of the Trustee and the Debtor for and incidental to the negotiation, preparation, presentation, consideration and implementation of the Proposal, and all proceedings and matters relating to or arising out of the Proposal including, without limitation, any meeting or meetings of creditors to consider the Proposal and any application for Court approval of the Proposal;
- (b) "Approval Order" means an Order of the Court approving the Proposal;
- (c) "BIA" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended and in force at the Date of Filing;
- (d) "Business Day" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- (e) "Canada Pension Plan" means the *Canada Pension Plan*, R.S.C. 1985, c. C-8, as amended;

- (f) "Claim" means any right of any Person against the Debtor that may be made in whole or in part against the Debtor or any property or assets of the Debtor, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind, which indebtedness, liability or obligation is in existence at the Date of Filing or which is based on an event, act, or omission which occurred in whole or in part prior to the Date of Filing, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory in nature, including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future based in whole or in part on facts which exist prior to or at the time of the Date of Filing;
- (g) "Claim Determination Date" means the date on which the validity of all proofs of claim filed by Creditors has been finally determined in accordance with the BIA;
- (h) "Court" means the Ontario Superior Court of Justice (in Bankruptcy and Insolvency);
- (i) "Creditor" means any Person having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person;
- (j) "Creditors' Meeting" means any meeting of the Unsecured Creditors called for the purpose of considering and voting on the Proposal;
- (k) "Creditors' Meeting Date" means such date and time as may be called by the Trustee, but in any event shall be no later than twenty-one (21) days following the filing of this Proposal with the Official Receiver;
- (l) "Date of Filing" means December 12, 2014, the date of the filing of the Notice of Intention to Make a Proposal with the Official Receiver;
- (m) "Debtor" means Wabi Iron & Steel Corp.
- (n) "Election to Reduce Claim" means the form of election attached as Appendix I to this Proposal;
- (o) "Employment Insurance Act" means the *Employment Insurance Act*, S.C. 1996 c. 23, as amended;

- (p) "Implementation Date" means the date upon which the conditions set forth in Article 7.4 have been satisfied;
- (q) "Income Tax Act" means the *Income Tax Act*, R.S.C. c. 1 (5th Supp), as amended;
- (r) "Inspectors" means one or more inspectors appointed pursuant to the BIA, as provided for in the Proposal;
- (s) "Official Receiver" shall have the meaning ascribed thereto in the BIA;
- (t) "Ordinary Creditors" means Creditors with Proven Unsecured Claims , except for those that are:
 - (I). Preferred Creditors; or
 - (II). Unaffected Creditors;
- (u) "Payment Certificate" means a certificate issued in accordance with Article VI hereof;
- (v) "Person" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof; or any other entity howsoever designated or constituted;
- (w) "Plan" means the pension plan for employees of Wabi Iron and Steel Corp., Registration Number 1001916;
- (x) "Preferred Creditors" means Creditors with Proven Unsecured Claims which are required by the BIA to be paid in priority to all other Claims under a proposal made by a debtor and including, without limitation:
 - (i) employees and former employees of the Debtor, not to include independent commissioned sales agents or contractors, for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the BIA if the Debtor became bankrupt on the Date of Filing, as well as wages, salaries, commissions or compensation for services rendered after that date and before the Court approval of the Proposal, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period. For greater certainty, amounts due or which may become due pursuant to this paragraph do not include claims for severance or termination pay or any compensation in lieu of notice of termination; and

- (ii) Her Majesty in Right of Canada or a Province for all amounts that were outstanding at the Date of Filing and are of a kind that could be subject to a demand under,
 - (A) subsection 224(1.2) of the *Income Tax Act*;
 - (B) any provision of the Canada Pension Plan or of the Employment Insurance Act that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the Canada Pension Plan, or an employee's premium, or employer's premium, as defined in the Employment Insurance Act, and of any related interest, penalties or other amounts; or
 - (C) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum
 - (1) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - (2) is of the same nature as a contribution under the Canada Pension Plan if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;
- (y) "Proof of Claim" shall mean the proof of claim required by the BIA to be mailed to each known Creditor prior to the Creditors' Meeting;
- (z) "Proposal" means this proposal together with any amendments or additions thereto;
- (aa) "Proposal Date" means January 9, 2015;
- (bb) "Proven Unsecured Claim" of a Creditor means the amount of the Claim of such Creditor (other than Unaffected Claims) finally determined in accordance with the provisions of the BIA;
- (cc) "Secured Creditor" means Royal Bank of Canada;



- (dd) "Term Lenders" means collectively Northern Ontario Heritage Fund Corporation and Temiskaming Community Futures Development Corporation;
- (ee) "Trustee" means Richter Advisory Group Inc. or its duly appointed successor or successors;
- (ff) "Unaffected Claims" means any and all claims of Unaffected Creditors;
- (gg) "Unaffected Creditors" means the Secured Creditor, the Term Lenders, Unaffected Trade Creditors and any amounts owing to the Plan;
- (hh) "Unsecured Creditors" means, collectively, the Preferred Creditors and the Ordinary Creditors; and
- (ii) "Unaffected Trade Creditor" means those Ordinary Creditors who i) are suppliers of goods and services determined by the Debtor, in consultation with the Proposal Trustee, to be critical to its ongoing operations and restructuring efforts, ii) whose goods and services cannot be reasonably sourced from Persons without material delay or cost, and iii) are identified to the Proposal Trustee prior to the Proposal Trustee issuing its report to Creditors with respect to this Proposal;
- (jj) "Voting Letter" shall mean the voting letter required by section 51(1) of the BIA to be mailed to each known Creditor prior to the Creditors' Meeting.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to the Proposal and not to any particular article, section, subsection, clause or paragraph of the Proposal and include any agreements supplemental thereto. In the Proposal, a reference to an article, section, subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of the Proposal.

1.3 Interpretation Not Affected by Headings

The division of the Proposal into articles, sections, subsections, clauses or paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Proposal.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

1.5 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Toronto, Ontario, Canada.

1.6 Numbers

In the Proposal, where the context requires, a word importing the singular number will include the plural and *vice versa* and a word or words importing gender will include all genders.

1.7 Currency

Unless otherwise stated herein, all references to currency in the Proposal are to lawful money of Canada.

1.8 Statutory References

Except as otherwise provided herein, any reference in the Proposal to a statute includes all regulations made thereunder, all amendments to such statute or regulation(s) in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation(s).

1.9 Successors and Assigns

The Proposal will be binding upon and will enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Proposal.

ARTICLE II

GENERAL INTENT

2.1 Effect of Proposal

This Proposal provides for the restructuring of the liabilities of the Debtor through the distribution to Unsecured Creditors of either a monetary payment or a Payment Certificate (as more fully described in Article VI of this Proposal) that will be provided to the Trustee by the Debtor and distributed by the Trustee in accordance with the terms of this Proposal, in full and final satisfaction of all Claims (other than Unaffected Claims) against the Debtor.

2.2 Persons Affected

This Proposal will, as of the Implementation Date, be binding on the Debtor and all Creditors.

2.3 Post-Filing Goods and Services

All goods supplied and services rendered to the Debtor subsequent to the Date of Filing shall be paid for in full in the ordinary course of business by the Debtor on terms agreed to between the Debtor and the relevant creditors.

2.4 Assets Remain Vested in Debtor

The assets of the Debtor shall not vest in the Trustee, but shall remain vested in the Debtor, and the Trustee shall have no liability whatsoever for the claims of any creditors arising before, on or after the Date of Filing.

ARTICLE III

CLASSIFICATION AND TREATMENT OF CREDITORS

3.1 Unaffected Creditors

This Proposal is not being made to Unaffected Creditors and does not impact Unaffected Claims. Unaffected Claims shall be dealt with in accordance with the agreements between the relevant Unaffected Creditor and the Debtor or as otherwise agreed between the relevant Unaffected Creditor and the Debtor.

3.2 Classes of Creditors

For the purposes of voting on the Proposal, the Creditors of the Debtor shall be comprised of one class, as follows:

Unsecured Creditors

3.3 Preferred Creditors

The Proven Unsecured Claims of the Preferred Creditors are to be paid by the Trustee in full in priority to all Proven Unsecured Claims of Ordinary Creditors in accordance with the scheme of distribution set forth in the BIA. For greater certainty, the amounts referred to in Article 1.1(w)(i) shall be paid immediately after the making of the Approval Order and the amount referred to in Article 1.1(w)(ii) shall be paid within six (6) months of the Approval Order or as otherwise agreed.

3.4 Ordinary Creditors

The Proven Unsecured Claims of Ordinary Creditors will be satisfied in accordance with Article VI.

3.5 Different Capacities

Persons who are affected by this Proposal may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person is entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless expressly agreed by the Person in writing or unless its Claims overlap or are otherwise duplicative.

ARTICLE IV

PROCEDURE FOR VALIDATION OF CLAIMS

4.1 Filing of Proofs of Claim

Each Unsecured Creditor must file a Proof of Claim to vote on, or to receive a distribution under, the Proposal.

4.2 Allowance or Disallowance of Claims by the Trustee

Upon receipt of a completed Proof of Claim, the Trustee shall examine the Proof of Claim and shall deal with each claim in accordance with the provisions of the BIA. The Trustee shall have the power and authority to determine the validity of all claims made against the Debtor, including the validity of any security held by Persons claiming to be Secured Creditors of the Debtor.

4.3 Claims Bar Process

Forthwith after the Implementation Date, the Trustee shall give notice pursuant to section 149 of the BIA by registered mail to every person with a claim of which the Trustee has notice or knowledge, but whose claim has not been filed or proved that if such person does not prove his claim within a period of thirty (30) days after the mailing of the notice, the Trustee will proceed to declare a final dividend without regard to such person's claim; the dividend referred to in said notice shall be deemed a final dividend and any person so notified who does not provide his claim within the said thirty (30) days shall be barred from making a claim in this Proposal or sharing in any dividend hereunder, subject to any exceptions set out in sections 149(2)(3) and (4) of the BIA.

ARTICLE V

MEETING OF CREDITORS

5.1 Creditors' Meeting

On the Creditors' Meeting Date, the Debtor shall hold the Creditors' Meeting in order for the Unsecured Creditors to consider and vote upon the Proposal.

5.2 Time and Place of Meeting

Unless otherwise ordered by the Court, the Creditors' Meeting shall be held at a time and place to be established by the Official Receiver, or the nominee thereof, and confirmed in the Trustee's notice of meeting to be mailed pursuant to the BIA.

5.3 Conduct of Meetings

The Official Receiver, or the nominee thereof, shall preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The only Persons entitled to attend the Creditors' Meeting are those Persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, the Secured Creditors and their respective legal counsel, if any, and the officers, directors, auditors and legal counsel of the Debtor, together with such representatives of the Trustee as the Trustee may appoint in its discretion, and such scrutineers as may be duly appointed by the chair of such meeting. Any other Person may be admitted on invitation of the chair of the Creditors' Meeting or with the consent of the Unsecured Creditors.

5.4 Adjournment of Meetings

The Creditors' Meeting may be adjourned in accordance with section 52 of the BIA.

5.5 Voting by Unsecured Creditors

To the extent provided for herein, each Unsecured Creditor will be entitled to vote to the extent of the amount which is equal to that Creditor's Proven Unsecured Claim.

5.6 Approval by Creditors

In order that the Proposal be binding on all of the Unsecured Creditors of the Debtor in accordance with the BIA, it must first be accepted by the Unsecured Creditors by a majority in number of the Unsecured Creditors who actually vote upon the Proposal (in person or by proxy) at the Creditors' Meeting or by a Voting Letter, representing two-thirds in value of the Proven Unsecured Claims of the Unsecured Creditors who actually vote upon the Proposal (whether in person or by proxy) at the Creditors' Meeting or by a Voting Letter.

5.7 Appointment of Inspectors

At the Creditors' Meeting, the Unsecured Creditors may appoint up to five (5) Inspectors whose powers will be limited to:

- (a) advising the Trustee concerning any dispute which may arise as to the validity of Claims; and
- (b) advising the Trustee from time to time with respect to any other matter that the Trustee may refer to them.

Any decision, direction or act of the Inspectors may be referred to the Court by the Trustee and the Court may confirm, reverse or modify the decision, direction or act and make such order as it thinks just.

The authority and term of office of the Inspectors will terminate upon the discharge of the Trustee.

5.8 Valuation of Claims

The procedure for valuing Claims of Unsecured Creditors and resolving disputes with respect to such Claims will be as set forth in the BIA. The Debtor and/or the Trustee reserve the right to seek assistance of the Court in valuing the Claim of any Unsecured Creditor, if required, to ascertain the result of any vote on the Proposal or the amount payable or to be distributed to such Unsecured Creditor under the Proposal, as the case may be.

ARTICLE VI

DISTRIBUTION

6.1 Implementation of Proposal

- (a) On the Implementation Date, the Debtor shall pay to the Trustee an amount sufficient to pay the Administrative Fees and Expenses and the Proven Unsecured Claims of the Preferred Creditors in accordance with Article 3.3 (the "Initial Proceeds"). The Administrative Fees and Expenses and the Proven Unsecured Claims of the Preferred Creditors shall be paid by the Trustee out of the Initial Proceeds in accordance with Article 3.3;
- (b) Each Ordinary Creditor which, on the Date of Filing, (i) holds Proven Unsecured Claims in an aggregate amount of \$1,500 or less or, (ii) holds Proven Unsecured Claims in an aggregate amount of in excess of \$1,500 and, by providing an Election to Reduce Claim to the Trustee prior to the date which is two Business Days following the making of the Approval Order, reduces the aggregate amount of all such Ordinary Creditor's Proven Unsecured Claims to \$1,500, in either case, will receive in respect of its Proven Unsecured Claims, within ten Business Days after the Implementation Date or as soon thereafter as is practicable, in full and final satisfaction of those Proven Unsecured Claims, a dividend equal to the lesser of:
 - (i) \$1,500; and
 - (ii) The aggregate amount of such Creditor's Proven Unsecured Claims;

In all cases, subject to deduction of the Superintendent's Levy payable in respect thereof.

A Person who receives a payment in accordance with this Article 6.1(b) shall not be entitled to any other payment or consideration with respect to such Person's Proven Unsecured Claims and such Person's Proven Unsecured Claims shall be discharged and extinguished upon such Person's receipt of payment hereunder.

An Ordinary Creditor who, on the Date of Filing, holds Proven Unsecured Claims in the aggregate amount of \$1,500 or less shall be deemed to vote in favour of the Proposal.

- (c) Each Ordinary Creditor who, on the Date of Filing, holds Proven Unsecured Claims in an aggregate amount in excess of \$1,500 and who has not provided to the Trustee an Election to Reduce Claim on or before the date which is two Business Days following the making of the Approval Order shall, within thirty Business Days following the Implementation Date or as soon thereafter as is practicable, receive a certificate (a "Payment Certificate") in an amount equal to the aggregate amount of all its Proven Unsecured Claims, minus a *pro rata* portion of the total amount of the Superintendent's Levy required by the BIA to be paid in respect of all such distributions, in full and final satisfaction of its Proven Unsecured Claims. The Payment Certificate will provide that the holder of the Payment Certificate is entitled to a *pro rata* share of the amount to be distributed by the Debtor in accordance with paragraph (e) below;
- (d) The Trustee shall pay the Superintendent's Levy with respect to the cash dividends paid and distribute to the Superintendent of Bankruptcy a single Payment Certificate for the remaining amount of the Superintendent's Levy required by the BIA, calculated on the assumption that there will be dividends paid in an amount equal to the face amounts of the Payment Certificates;
- (e) Within 180 days of the end of the fiscal years ending in 2015, 2016 and 2017, the Debtor shall distribute to holders of Payment Certificates, on a *pro rata* basis based upon the face amount of the Payment Certificates, an amount equal to their *pro rata* share of a percentage of the Debtor's income after taxes ("Profits")(calculated as set out below and determined pursuant to the Debtor's audited statements) which will be payable without interest, as follows :

Profits for the Year	Percentage to Certificate Holders	Maximum Cumulative Payment to Certificate Holders
\$0 to \$1.5 million	20%	\$300,000

\$1.5 Million to \$2.0 Million	30%	\$450,000
\$2.0 Million to \$2.5 Million	40%	\$650,000
Greater than \$2.5 Million	50%	Balance of outstanding Payment Certificates

Profits shall be calculated in accordance with Canadian accounting standards for private enterprises on the basis of the Debtor's income after tax. For certainty, Profits shall not in any manner reflect any direct benefit Wabi receives as a result of any compromise of any Claim pursuant to this Proposal or pursuant to revised Term Lender obligations. The term of the Payment Certificates shall be 3 years commencing with the 2015 calendar year. The Debtor will make such distributions until the earlier of: (i) the distribution required hereby for the year ended December 31, 2017, or (ii) such time as the amount of the distributions made by the Debtor equals the total face amount of the Payment Certificates issued pursuant hereto. Provided that the Debtor makes all distributions that it is required to make pursuant to this Article 6.1(e), then, even if holders of the Payment Certificates have still not received aggregate payments equal to the total face amount of their Payment Certificates once the payments required to be made hereunder in respect of the 2017 calendar year are made, the Payment Certificates shall be of no further force and effect and the Debtor shall have no further obligation to the holders of the Payment Certificates and the holders of the Payment Certificates shall have no further right or recourse against the Debtor in respect thereof; and

- (f) The debtor shall include with the distributions hereunder a report from a senior officer stating that, in his or her opinion, the computation of the Profits has been made in accordance with paragraph (e).

6.2 Discharge of Trustee

Upon distribution of the amounts payable under Article 6.1(b), the Payment Certificates under Article 6.1(c), and payment of the Administrative Fees and Expenses and the Proven Unsecured Claims of Preferred Creditors, the Trustee shall have discharged its duties as Trustee and the Trustee shall be entitled to apply for its discharge as Trustee hereunder. For greater certainty, the Trustee will not be responsible or liable for any obligations of the Debtor before, on or after the Date of Filing and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a willful or wrongful act or default.

6.3 Certificate of Full Performance

Upon distribution of the amounts payable under Article 6.1(b) and the Payment Certificates, and payment of the Administrative Fees and Expenses and the Proven Unsecured Claims of the Preferred Creditors, this Proposal shall have been fully performed and the Trustee shall issue to the Debtor the certificate referred to in section 65.3 of the BIA.

ARTICLE VII

MISCELLANEOUS

7.1 Compromise Effective for all Purposes

Upon the implementation of this Proposal on the Implementation Date, all Claims other than Unaffected Claims shall be forever discharged and released, excepting only the obligations of the Debtor to make distributions in respect of the Payment Certificates in the manner and to the extent provided for in this Proposal. The distributions contemplated hereunder will be binding upon each Creditor, its heirs, executors, administrators, successors and assigns, for all purposes.

7.2 Modification of Proposal

The Debtor or any Creditor may propose an alteration or modification to the Proposal prior to the vote taking place on the Proposal.

7.3 Consents, Waivers and Agreements

As at 12:01 a.m. on the Implementation Date, each Creditor (other than Unaffected Creditors in respect of Unaffected Claims) shall be deemed:

- (a) to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- (b) to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Creditor and the Debtor that has occurred on or prior to the Implementation Date;
- (c) to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Creditor and the Debtor as at the Implementation Date (other than those entered into by the Debtor on, or with effect from, the implementation Date) and the provisions of this Proposal, that the provisions of this Proposal shall take precedence and

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priority and the provisions of such agreement or other arrangement shall be amended accordingly; and

- (d) to have released the Debtor, the Trustee and all of their respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counter-claims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens, set-off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with Claims, the business and affairs of the Debtor, the Proposal or any of the matters herein.

7.4 Conditions to Proposal Implementation

The Implementation of the Proposal by the Debtor will be conditional upon the fulfillment or satisfaction of the following conditions:

- (a) acceptance of the Proposal by the Unsecured Creditors;
- (b) approval of the Proposal by the Court and the expiry of all appeal periods; and
- (c) approval of a settlement agreement with each of the Term Lenders on terms satisfactory to the Debtor and the Term Lenders.

7.5 Release

Upon the Implementation Date, each and every present and former director of the Debtor shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action that arose on or before the Date of Filing and that relate to the obligation of the Debtor where the directors are by law liable in their capacity as directors for the payment of such obligations; and provided nothing herein shall release or discharge any of the directors from claims that:

- (a) relate to contractual rights of one or more Creditors arising from contracts with one or more directors; or
- (b) are based on allegations of misrepresentation made by directors to Creditors or of wrongful or oppressive conduct by directors.

This release shall have no force or effect if the Debtor goes bankrupt before the terms of the Proposal are performed.

7.6 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date, the treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns) and the Proposal shall constitute (i) a full, final and absolute settlement of all rights of Creditors (other than in respect of Unaffected Creditors); and (ii) an absolute release and discharge of all indebtedness, liabilities and obligations of the Debtor of or in respect of all Claims (other than Unaffected Claims).

7.7 Sections 95 to 101 of the BIA

Sections 95 to 101 of the BIA shall not apply.

7.8 Notices

Any notices or communications to be made or given hereunder shall be in writing and shall refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, prepaid mail, or fax to the respective parties as follows:

- (a) if to the Debtor:

Wabi Iron & Steel Corp.
P.O. Box 1510, 330 Broadwood Avenue
New Liskeard, Ontario
P0J 1P0

Attention: Jeremy Birnie
Fax: (705) 647-6954

with a copy to:

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3C2

Attention: Larry Ellis
Fax: (416) 640-3005

- (b) if to an Unsecured Creditor, to the address or fax for such Unsecured Creditor specified in the Proof of Claim filed by such Unsecured Creditor or, if no Proof of Claim has been filed, to such other address or telecopier

number at which the notifying party may reasonably believe that the Unsecured Creditor may be contacted; and

(c) if to the Trustee:

Richter Advisory Group Inc.
181 Bay Street, Suite 3320
Bay Wellington Tower
Toronto, Ontario
M5J 2T3

Attention: Adam Sherman
Fax: (514) 934-8603

or to such other address or fax number as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery, telecopier or email and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by telecopier or by delivery prior to 5:00 p.m. (local time) on a Business Day, when received or if received after 5:00 p.m. (local time) on a Business Day or at any on a non-Business Day, on the next following Business Day and in the case of notice mailed as aforesaid, on the fifth (5th) Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

7.9 Foreign Currency Obligations

For the purposes of this Proposal, Claims denominated in a currency other than Canadian funds will be converted to Canadian Dollars at the closing spot rate of exchange of the Bank of Canada on the Date of Filing.

7.10 Applicable Law

This Proposal shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

7.11 Non Severability

It is intended that all provisions of this Proposal shall be fully binding on and effective between all Persons named or referred to in this Proposal and in the event that any particular provision or provisions of this Proposal is or are found to be void, voidable or

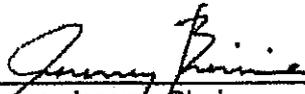
unenforceable for any reason whatsoever, then the remainder of this Proposal and all other provisions shall be void and of no force or effect.

7.12 Deeming Provisions

In this Proposal the deeming provisions are not rebuttable, are conclusive and irrevocable.

DATED at the City of New Liskeard, in the Province of Ontario, this 9th day of January, 2015.

WABI IRON & STEEL CORP.

Per: 
Name: Jeremy Birnie
Title: President

SCHEDULE I

ELECTION TO REDUCE CLAIM

TO: RICHTER ADVISORY GROUP INC. ("Richter), in its capacity as Trustee in re the Proposal of Wabi Iron & Steel Corp. ("Wabi")

RE: THE PROPOSAL OF WABI IRON & STEEL CORP. (the "Wabi Proposal")

For use by Unsecured Creditors of Wabi with aggregate Proven Unsecured Claims in excess of \$1,500 who wish to reduce their total Proven Unsecured Claim to \$1,500 and receive a cash payment.

THE UNDERSIGNED CREDITOR with Proven Unsecured Claims against Wabi acknowledges that the total amount of its Proven Unsecured Claims exceeds \$1,500 and hereby:

- (i) reduces the aggregate of the undersigned's Proven Unsecured Claim to \$1,500;**
- (ii) releases all other Unsecured Claims of the undersigned;**
- (iii) hereby definitive elects to vote in favour of the Proposal and appoints the Proposal Trustee as proxy such that the Proposal Trustee is hereby directed to vote in favour of the Proposal and to take such steps as are necessary to support the Proposal; and**
- (iv) elects to receive payment in accordance with Section 6.1(b) rather than Section 6.1(c) of the Wabi Proposal.**

Dated this _____ day of January, 2015.

Print name of Unsecured Creditor

Signature of Unsecured Creditor or, if the Unsecured Creditor is a corporation, signature of an authorized signing officer of the corporation

Title of Authorized Signing Officer

THIS ELECTION MUST BE PROVIDED TO THE TRUSTEE SO THAT IT IS RECEIVED BY THE TRUSTEE AT THE FOLLOWING ADDRESS ON OR BEFORE THE DATE WHICH IS TWO (2) BUSINESS DAYS FOLLOWING THE MAKING OF THE APPROVAL ORDER

**Richter Advisory Group Inc.
(in its capacity as Trustee in re
the Proposal of Wabi Iron & Steel Corp.)
181 Bay Street, Suite 3320
Bay Wellington Tower
Toronto, Ontario M5J 2T3**

**Attention: Adam Sherman
Telephone: (416) 642-4836
Fax: (514) 934-8603**

Tab D

PAYMENT CERTIFICATE

ISSUED BY: Wabi Iron & Steel Corp. ("Wabi" or the "Company") pursuant to a Proposal under the *Bankruptcy and Insolvency Act* made January 9, 2015, accepted, by the requisite majorities of creditors on January 30, 2015 and approved by the Superior Court of Justice (Ontario) on March 1, 2015 (the "Proposal")

ISSUED TO: [•] (the "Holder")
[Address]

HOLDER'S PROVEN UNSECURED CLAIM: \$•

FACE AMOUNT OF PAYMENT CERTIFICATE: \$• (100% of the Holder's Proven Unsecured Claim, less the Pro Rata Portion (defined below) of the total amount of Superintendent's Levy required to be paid in respect of all Payment Certificates issued (assuming payment in full))(the "Face Amount")

DATE OF ISSUANCE: [April] 1, 2015

Distribution Terms

This is one of many Payment Certificates issued by the Company pursuant to the terms of the Proposal.

1. For purposes of this Payment Certificate:
 - a. "Annual Distributable Profit Pool" means, in respect of each fiscal year-end, the sum of the following:
 - i. 20% of the first \$1.5 million or less of Profits earned by the Company during that fiscal year;
 - ii. 30% of all Profits earned by the Company during that fiscal year in excess of \$1.5 million, up to and including \$2 million for the fiscal year;
 - iii. 40% of all Profits earned by the Company during that fiscal year in excess of \$2 million, up to and including \$2.5 million for the fiscal year; and
 - iv. 50% of all Profits earned by the Company during that fiscal year in excess of \$2.5 million.

For illustrative purposes only, if the Profits in a fiscal year are \$2.1 million, the Annual Distributable Profit Pool for that fiscal year would be \$490,000. If the Profits in a fiscal year are \$1.7 million, the Annual Distributable Profit Pool would be \$360,000.

- b. **"Profits"** means profits calculated in accordance with Canadian accounting standards for private enterprises on the basis of the Company's income after tax. For certainty, Profits shall not in any manner reflect any direct benefit Wabi receives as a result of any compromise of any Claim pursuant to this Proposal or pursuant to revised Term Lender obligations.
 - c. **"Pro Rata Portion"** means the fraction created by utilizing the Face Amount of this Payment Certificate as the numerator and the aggregate Face Amounts of all Payment Certificates issued pursuant to the Proposal as denominator.
2. Within 180 days after the end of each fiscal year commencing with the end of the fiscal year 2015 and ending with the fiscal year 2017, the Company shall distribute to the Holder, without interest or any other charge, an amount equal to:

The Pro Rata Portion x the Annual Distributable Profit Pool for that fiscal year

The Holder shall be entitled to distributions from the Company in accordance with the terms hereof and in no event shall the Holder be entitled to receive more in aggregate than the Face Amount set out above in respect of this Payment Certificate.

Additional Terms

- 3. Each year, when a distribution is made by the Company pursuant hereto, it will provide a summary of its calculation of the Annual Distributable Profit Pool and a statement of the aggregate Face Amounts of all Payment Certificates. This information will be accompanied by a report from a senior officer of the Company stating that, in his or her opinion, the computation of the Profits has been made in accordance with paragraph 6.1(e) of the Proposal.
- 4. No amount shall be distributed pursuant to this Payment Certificate in respect of any fiscal year unless there is a positive Profit earned during that fiscal year.
- 5. Even if the Holder has not received the full Face Amount, no further distributions will be made by the Company in respect of the fiscal years after 2017, the Payment Certificates shall be of no further force and effect, and the Holder will have no further rights or recourse hereunder.
- 6. Except as otherwise specifically defined, all capitalized terms herein shall have the meaning ascribed to such term in the Proposal.

7. In the event of a conflict between the terms of this Payment Certificate and the terms of the Proposal, the terms of the Proposal shall govern.
8. Payments hereunder shall be made to the Holder at the address shown on this Payment Certificate unless otherwise agreed by the Company.
9. This Payment Certificate shall be binding upon and enure to the benefit of the Holder and the Company and their respective successors and permitted assigns
10. By accepting this Payment Certificate and each distribution made hereunder, the Holder acknowledges and agrees that the Trustee shall have no liability in respect of this Payment Certificate or the performance by the Company of its obligations hereunder or under the Proposal.
11. This Payment Certificate shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, applicable therein.

WABI IRON & STEEL CORP.

By: _____
authorized signing officer

Tab E

WABI IRON & STEEL CORP.**CERTIFICATE****TO: ROYAL BANK OF CANADA****AND TO: D'AGOSTINO & ASSOCIATES**

The undersigned, the duly elected Secretary of Wabi Iron & Steel Corp. (the "Corporation"), hereby certifies under the corporate seal of the Corporation that:

1. The Corporation was incorporated by certificate and Articles of Incorporation dated the 24th day of December, 1992 under the laws of the Province of Ontario (the "Articles"). Annexed hereto is a true copy of the Articles, which have not been further amended or supplemented and are in full force and effect, as of the date hereof, in accordance with the terms thereof, and no proceedings have been taken or are pending to dissolve or wind up the Corporation.
2. Except for the shares of the Corporation which are issued and outstanding in favour of the following shareholders:

<u>Name of Shareholder</u>	<u>Number of Common Shares Held</u>
Peter Birnie	2,500
Birnie Iron & Steel Corp.	1,785
Peter Birnie as voting trustee	1,785

there are no outstanding claims or rights to acquire any shares of the Corporation which are currently outstanding in favour of any person, including without limitation, any such claim or right which may be asserted by any one of the officers, directors, shareholders, creditors or employees of the Corporation.

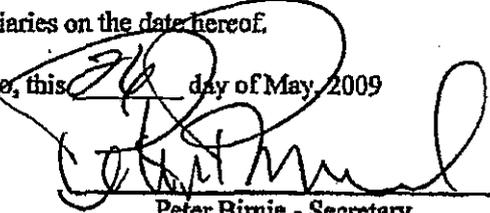
3. The Corporation holds all necessary leases, licences, permits and consents as are required to carry on its business in the Province of Ontario, which, is the only jurisdiction in which the Corporation carries on business. The Corporation carries on the business of Wabi Iron & Steel. The Corporation has no accounts receivables arising in any other place other than the Province of Ontario. The only places of business of the Corporation within the Province of Ontario are in the City New Liskeard.
4. There are no provisions in the Articles, by-laws of the Corporation or in any unanimous shareholders' agreement which restrict or limit the powers of the directors of the Corporation to borrow money upon credit of the Corporation, to issue, reissue, sell or pledge debt obligations of the Corporation, to give a guarantee on behalf of the Corporation to secure performance of an obligation of

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any person, or to mortgage, hypothecate, pledge or otherwise create security interest in all or any property of the Corporation, now owned or subsequently acquired, to secure any obligation of the Corporation.

5. Neither the borrowing by the Corporation and the execution and delivery of the Bank's security documents and any other such agreement between the Corporation and the Bank in connection with the Bank's security documents, nor compliance with the terms thereof will conflict with or result in any breach of any law or regulation of the Province of Ontario or Canada applicable therein, any terms, conditions or provisions of the Articles, by-laws or resolutions of the Corporation or any agreement, contract, instrument or other obligation of the Corporation.
6. There is no litigation, proceeding, investigation or claim, action or suit (whether or not purportedly on behalf of the Corporation) currently pending or threatened against or affecting the Corporation at law or in equity or before any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and there are no existing grounds on which same might be commenced with any reasonable likelihood of success.
7. The Corporation has no subsidiaries on the date hereof.

Dated at New Liskeard, Ontario, this 26 day of May, 2009


Peter Birnie - Secretary c/s

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CERTIFICATE OF INCUMBENCY

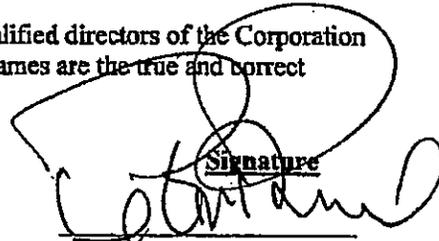
TO: Royal Bank of Canada
RE: WABI IRON & STEEL CORP.
Our File No. 9847-09

I, Peter Birnie, of the City of Timiskaming Shores, in the District of Timiskaming, do hereby certify on behalf of Wabi Iron & Steel Corp. (the "Corporation"), as follows:

1. I am the President of the Corporation.
2. The person named below is the duly elected and qualified directors of the Corporation and the signatures appearing opposite their respective names are the true and correct signatures of such persons:

Director

Peter Birnie

Signature


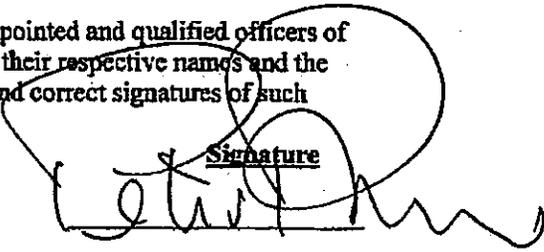
3. The persons named below are the duly elected or appointed and qualified officers of the Corporation holding the positions set forth opposite their respective names and the signatures appearing opposite their names are the true and correct signatures of such persons:

Office

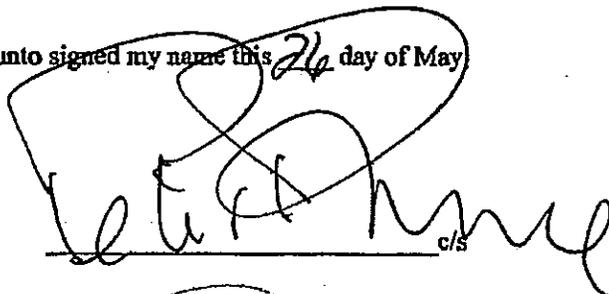
Name of Officer

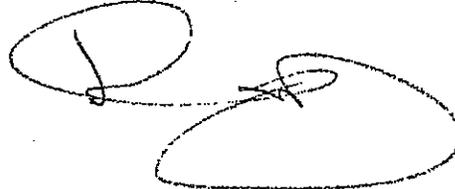
President,
Secretary-Treasurer

Peter Birnie

Signature


IN WITNESS WHEREOF I have hereunto signed my name this 26 day of May 2009.

Signature
 c/s



CERTIFICATE AS TO ARTICLES OF AMENDMENT

TO: ROYAL BANK OF CANADA (the "Bank")

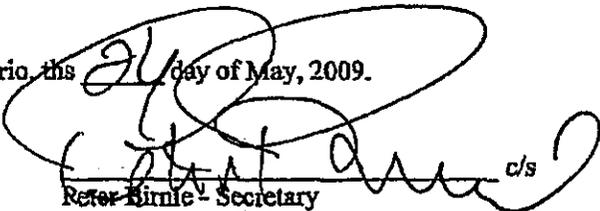
AND TO: D'AGOSTINO & ASSOCIATES

The undersigned, the duly elected Secretary of WABI IRON & STEEL CORP. (the "Corporation") hereby certify that:

- (a) Articles of Incorporation incorporating the Corporation were issued pursuant to the laws of the Province of Ontario, dated December 24, 1992; and
- (b) Articles of Amendment were issued and effective as of September 20, 2005.

Schedule 'A' Articles of Amendment are attached.

DATED at New Liskeard, Ontario, this 21 day of May, 2009.



Handwritten signature of Peter Birnie in black ink, written over a horizontal line. To the right of the signature is the text "c/s".

Peter Birnie - Secretary

GENERAL SECURITY AGREEMENT

E-FORM 924 (03/2008)

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to ROYAL BANK OF CANADA ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all inventory of whatever kind and wherever situate;
- (ii) all equipment (other than inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceed", "inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, whatsoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situated at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and Intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting Income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting Income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

(i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

(ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

h) If any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situated, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A.

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situated) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to,

perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR Wabi Iron & Steel Corp.			
ADDRESS OF BUSINESS DEBTOR 330 Broadwood Avenue	CITY New Liskeard	PROVINCE ON	POSTAL CODE POJ 1P0

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 8 day of May, 2009.

Louise Gregoir
WITNESS

WABI IRON & STEEL CORP.
Per: [Signature]
Peter Birnie, President Seal

Louise Gregoir
WITNESS

[Signature] Seal

BRANCH ADDRESS

NEW LISKEARD BRANCH 5 ARMSTRONG ST NEW LISKEARD ON POJ 1P0

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"**1. Locations of Debtor's Business Operations**

330 Broadwood Avenue
New Liskeard, Ontario
POJ 1P0

2. Locations of Records relating to Collateral (if different from 1. above)

Same as above

3. Locations of Collateral (if different from 1. above)

Same as above

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E-FORM 924 (03/2008)

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

AMENDED AND RESTATED GENERAL SECURITY AGREEMENT

This Agreement is made the 24th day of September, 2010,

Between:

WABI IRON & STEEL CORP.,
a corporation existing under the laws
of the Province of Ontario

(the "Borrower")

- and -

NORTHERN ONTARIO HERITAGE FUND CORPORATION,
a corporation existing under the laws
of the Province of Ontario

(the "Lender")

Whereas:

- (a) pursuant to an amended and restated loan agreement dated as of the date hereof (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time made thereto, the "Loan Agreement") between the Lender and the Borrower, the Lender has agreed to make a new term loan to the Borrower, and to amend, restate and consolidate the Existing Loans with the new loan, all as more particularly set out in the Loan Agreement; Capitalized terms used but not otherwise defined herein have the meanings set out in the Loan Agreement;
- (b) the Loan Agreement amends, restates and consolidates (i) that certain letter loan agreement between Lender and Borrower dated as of November 7, 2006, (as amended from time to time, the "2006 NOHFC Loan Agreement") and (ii) that certain letter loan agreement between Northern Ontario Grow Bonds Corporation ("NOGBC") and Borrower dated as of November 7, 2006, which was assigned to Lender on December 18, 2009 (as amended from time to time, the "2006 NOGBC Loan Agreement" and together with the 2006 NOHFC Loan Agreement, the "Existing Loan Agreements");
- (c) pursuant to the Existing Loan Agreements, the Borrower entered into (i) a general security agreement dated as of November 7, 2006, in favour of the Lender (as amended from time to time, the "NOHFC General Security Agreement") and (ii) a general security agreement dated as of November 7, 2006, in favour of NOGBC, which was assigned to Lender on December 18, 2009 (as amended from time to time, the "NOGBC General Security Agreement" and together with the

NOHFC General Security Agreement, the "Existing General Security Agreements");

- (d) as a condition to making the loan under the Loan Agreement, the Borrower is required to execute and deliver this Agreement to the Lender which amends, restates, consolidates and supersedes the Existing General Security Agreements in their entirety, on the terms and conditions set forth herein.

Now therefore for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower agrees with the Lender as follows:

1. **Obligations Secured.** The Security Interest (as hereinafter defined) is granted to the Lender by the Borrower as continuing security for the payment of all present and future indebtedness and liabilities of the Borrower to the Lender, including interest thereon, and for the prompt and complete performance of all other present and future obligations of the Borrower to the Lender, whether direct or indirect, contingent or absolute, under the Loan Agreement and/or this Agreement, including for greater certainty, any indebtedness arising under the Existing Loans or the New Loan (collectively, the "Obligations").

2. **Creation of Security Interest.** As general and continuing security for the payment and performance when due of all the Obligations, the Borrower hereby mortgages, pledges, hypothecates, transfers, assigns and charges to the Lender, and hereby grants to the Lender a security interest in (such mortgages, pledges, hypothecations, transfers, assignments, charges and security interests are referred to collectively as the "Security Interest") all present and after-acquired undertaking and property of the Borrower of any nature whatsoever (such undertaking and property are referred to collectively as the "Collateral") including, without limitation, the following:

- (a) **Equipment** - all present and future equipment of the Borrower, including all machinery, fixtures, plant, tools, furniture, vehicles of any kind or description, all spare parts, accessories installed in or affixed or attached to any of the foregoing, and all drawings, specifications, plans and manuals relating thereto ("Equipment");
- (b) **Inventory** - all present and future inventory of the Borrower, including all raw materials, materials used or consumed in the business of the Borrower, work-in-progress, finished goods, goods used for packing, materials used in the business of the Borrower not intended for sale, and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service ("Inventory");
- (c) **Accounts** - all present and future debts, demands and amounts due or accruing due to the Borrower whether or not earned by performance, including without limitation its book debts, accounts receivable, and claims under policies of insurance, and all contracts, security interests and other rights and benefits in respect thereof ("Accounts");
- (d) **Intangibles** - all present and future intangible personal property of the Borrower, including all contract rights, goodwill, patents, trade marks, copyrights and other

intellectual property, and all other choses in action of the Borrower of every kind, whether due at the present time or hereafter to become due or owing;

- (e) **Documents of Title** - all present and future documents of title of the Borrower, whether negotiable or otherwise, including all warehouse receipts and bills of lading;
- (f) **Chattel Paper** - all present and future agreements made between the Borrower as secured party and others which evidence both a monetary obligation and a security interest in or a lease of specific goods ("Chattel Paper");
- (g) **Instruments** - all present and future bills, notes and cheques (as such are defined pursuant to the *Bills of Exchange Act* (Canada)), and all other writings that evidence a right to the payment of money and are of a type that in the ordinary course of business are transferred by delivery without any necessary endorsement or assignment ("Instruments");
- (h) **Money** - all present and future money of the Borrower, whether authorized or adopted by the Parliament of Canada as part of its currency or any foreign government as part of its currency ("Money");
- (i) **Securities** - all present and future securities held by the Borrower, including shares, options, rights, warrants, joint venture interests, interests in limited partnerships, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of the Borrower in property or in an enterprise or which constitute evidence of an obligation of the issuer, and including an uncertificated security within the meaning of Part VI (Investment Securities) of the *Business Corporations Act* (Ontario) and all substitutions therefor and dividends and income derived therefrom;
- (j) **Documents** - all books, accounts, invoices, letters, papers, documents and other records in any form or medium evidencing or relating to collateral subject to the Security Interest;
- (k) **Fixtures** - all structures, fixtures, accessions, hereditaments and appurtenances on or relating to all real and immovable property, wherever situate; and
- (l) **Proceeds** - all personal property in any form derived directly or indirectly from any dealing with collateral subject to the Security Interest or the proceeds therefrom, including insurance proceeds and any other payment representing indemnity or compensation for loss of or damage thereto or the proceeds therefrom ("Proceeds").

Without limiting the generality of the description of Collateral as set out in this Section 2, and for greater certainty, the Collateral shall include all present and future personal property of the Borrower located on or about or in transit to or from the address of the Borrower set out in this Agreement and the location(s) set out in Schedule "A" attached hereto.

3. **Attachment.** The Borrower acknowledges and agrees that (i) value has been given, (ii) the Borrower has rights in the Collateral, and (iii) the Security Interest shall attach to existing Collateral upon execution of this Agreement by the Borrower and to each item of after-acquired Collateral at the time that the Borrower acquires any rights therein.

4. **Dealings with Collateral.** Until the Security Interest becomes enforceable, the Borrower may sell its Inventory and collect its Accounts in the ordinary course of its business; provided that after the Security Interest becomes enforceable, all Accounts collected by the Borrower shall be immediately remitted to the Lender. Until remitted, all Accounts received by the Borrower shall be held by the Borrower as agent and in trust for the Lender.

5. **Notification to Account Debtors.** The Lender may, after the Security Interest becomes enforceable, notify any person obligated to the Borrower in respect of an Account, Chattel Paper or an Instrument to make payment to the Lender of all such present and future amounts due thereon.

6. **Exception re Leasehold Interests and Contractual Rights.** The last day of the term of any lease, sublease or agreement therefor is specifically excepted from the Security Interest, but the Borrower agrees to stand possessed of such last day in trust for any person acquiring such interest of the Borrower. To the extent that the creation of the Security Interest would constitute a breach or cause the acceleration of any agreement, right, licence or permit to which the Borrower is a party, the Security Interest shall not attach thereto, but the Borrower shall hold its interest therein in trust for the Lender, and the Security Interest shall attach to such agreement, right, license or permit forthwith upon obtaining the consent of the other party thereto.

7. **Representations and Warranties.** The Borrower hereby represents and warrants as follows to the Lender and acknowledges that the Lender is relying thereon:

- (a) the Borrower has the capacity and authority to incur the Obligations, create the Security Interest and generally perform its obligations under this Agreement;
- (b) the execution and delivery of this Agreement and the performance by the Borrower of its obligations hereunder have been duly authorized by all necessary proceedings;
- (c) except for the Security Interest and Permitted Encumbrances (as defined in the Loan Agreement), the Collateral is owned by the Borrower free from any mortgage, lien, charge, encumbrance, pledge, security interest or other claim whatsoever;
- (d) the chief executive office of the Borrower is located at the address of the Borrower set out in Section 16 of this Agreement;
- (e) the Collateral is located at the places set forth on Schedule "A" attached hereto and at no other place; and
- (f) the Collateral does not include any goods which are used or acquired by the Borrower primarily for personal, family or household purposes.

8. **Covenants of Borrower.** The Borrower covenants and agrees in favour of the Lender as follows:

- (a) to pay or satisfy the Obligations when due;
- (b) to keep the Collateral free and clear of all taxes, assessments, liens, mortgages, charges, claims, encumbrances and security interests whatsoever, except for the Security Interest and Permitted Encumbrances (as defined in the Loan Agreement);
- (c) not to sell, exchange, transfer, assign, lease or otherwise dispose of or deal in any way with the Collateral or any interest therein, or enter into any agreement or undertaking to do so, except as may be permitted in this Agreement or the Loan Agreement;
- (d) to keep the Collateral in good condition, and to keep the Collateral located at the places warranted herein;
- (e) to promptly notify the Lender of any loss or damage to the Collateral, and of any change in any information provided in this Agreement; and
- (f) to do, make, execute and deliver such further and other assignments, transfers, deeds, agreements and other documents as may be required by the Lender to establish in favour of the Lender the Security Interest intended to be created hereby and to accomplish the intention of this Agreement.

9. **Enforcement.** The Security Interest shall become enforceable immediately (i) upon the occurrence of an Event of Default as such term is defined in the Loan Agreement ("Event of Default"), or (ii) should the Borrower fail to pay or perform any of the Obligations when due after the expiration of any applicable cure periods as may be provided in the Loan Agreement.

10. **Remedies.** In the event that the Security Interest becomes enforceable, the Lender shall have the following remedies in addition to any other remedies available at law or equity or contained in any other agreement between the Borrower and the Lender, all of which remedies shall be independent and cumulative:

- (a) entry of any premises where Collateral may be located;
- (b) possession of Collateral by any method permitted by law;
- (c) the sale or lease of Collateral;
- (d) the collection of any rents, income and profits received in connection with the business of the Borrower or the Collateral;
- (e) the collection, realization, sale or other dealing with any Accounts;

- (f) the appointment by instrument in writing of a receiver or a receiver and manager (each of which is herein called a "Receiver") of the Collateral;
- (g) the exercise by the Lender of any of the powers set out in Section 11, without the appointment of a Receiver;
- (h) proceedings in any court of competent jurisdiction for the appointment of a receiver or a receiver and manager or for the sale of the Collateral; and
- (i) the filing of proofs of claim and other documents in order to have the claims of the Lender lodged in any bankruptcy, winding-up or other judicial proceeding relating to the Borrower.

11. **Powers of Receiver.** Any Receiver appointed by the Lender may be any person or persons, and the Lender may remove any Receiver so appointed and appoint another or others instead. Any Receiver appointed shall act as agent for the Lender for the purposes of taking possession of the Collateral and (except as provided below) as agent for the Borrower for all other purposes, including without limitation the occupation of any premises of the Borrower and in carrying on the Borrower's business. For the purposes of realizing upon the Security Interest, the Receiver may sell, lease or otherwise dispose of Collateral as agent for the Borrower or as agent for the Lender as it may determine in its discretion. The Borrower agrees to ratify and confirm all actions of the Receiver acting as agent for the Borrower, and to release and indemnify the Receiver in respect of all such actions. Any Receiver so appointed shall have the following powers:

- (a) to enter upon, use and occupy all premises owned or occupied by the Borrower;
- (b) to take possession of the Collateral;
- (c) to carry on the business of the Borrower;
- (d) to borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Borrower, and in the discretion of such Receiver, to charge and grant further security interests in the Collateral in priority to the Security Interest, as security for the money so borrowed;
- (e) to sell, lease or otherwise dispose of the Collateral or any part thereof on such terms and conditions and in such manner as the Receiver shall determine in its discretion;
- (f) to demand, commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and to give valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the Accounts or any other obligation of any third party to the Borrower; and

- (g) to exercise any rights or remedies which could have been exercised by the Lender against the Borrower or the Collateral.

12. **Disposition.** In the event that the Security Interest becomes enforceable, the Lender may sell, lease or otherwise dispose of any Collateral as a whole or in separate parcels by public auction or private tender or by private contract with or without notice and with or without advertising and without any other formality, all of which are hereby expressly waived by the Borrower and any such sale, lease or disposition shall be on such terms and conditions as to credit, as to upset or reserve bid or price and otherwise as the Lender may consider commercially reasonable. In the event that any disposition is made on credit or part cash and part credit, the Lender need only credit the actual cash received at the time of disposition against the Obligations and any payments made pursuant to any credit granted at the time of the disposition shall be credited against the Obligations as and when received. The Lender may rescind, terminate or vary any contract for the sale, lease or disposition of any Collateral and may resell, relet or otherwise redispense of the Collateral without being accountable or otherwise liable for any loss occasioned thereby. Any sale, lease or other disposition of any Collateral may be made by the Lender whether or not it has taken possession of the Collateral.

13. **Failure of the Lender to Exercise Remedies.** The Lender shall not be liable for any delay or failure to enforce any remedies available to it or any delay or failure to institute any proceedings for such purposes.

14. **Application of Payments.** All payments made in respect of the Obligations and all monies received by the Lender or any Receiver appointed by the Lender in respect of the enforcement of the Security Interest (including the receipt of any Money) may be held as security for the Obligations or applied in such manner as may be determined in the discretion of the Lender or the Receiver, as the case may be, and the Lender may at any time apply or change any such appropriation of such payments or monies to such part or parts of the Obligations as the Lender may determine in its discretion. The Borrower shall remain liable to the Lender for any deficiency; and any surplus funds realized after the satisfaction of all Obligations shall be paid in accordance with applicable law.

15. **Dealings by the Lender.** The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, and otherwise deal with the Collateral, the Borrower, debtors of the Borrower, guarantors and sureties of the Borrower, and others as the Lender may see fit, without prejudice to the Obligations and the rights of the Lender to hold and realize upon the Security Interest. The Lender has no obligation to keep Collateral identifiable, or to preserve rights against prior secured creditors in respect of any Collateral.

16. **Notice.** Any demand, notice, direction or other communication to be made or given hereunder (in each case, "Communication") shall be in writing and shall be made or given by personal delivery, by courier, by facsimile transmission, or sent by registered mail, charges prepaid, addressed to the respective parties as follows:

- (i) if to the Borrower:

Wabi Iron & Steel Corp.
330 Broadwood Avenue, P.O. Box 1510
New Liskeard, ON P0J 1P0
Attention: Peter Birnie, President
Facsimile no: 705-647-6954

(ii) if to the Lender:

Deloitte & Touche, LLP
181 Bay Street, Suite 1400
Toronto, ON M5J 2V1
Attention: R. M. Graham, Associate Partner, Financial Advisory
Fax: (416)-601-6690

With a copy to:

Northern Ontario Heritage Fund Corporation
Suite 200, Roberta Bondar Place,
70 Foster Drive, Sault Ste. Marie, Ontario P6A 6V8
Attention: Executive Director
Fax: (705) 945-6701

or to such other address or facsimile number as any party may from time to time designate in accordance with this Section. Any Communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof or if such day is not a Business Day, on the first Business Day thereafter. Any Communication made or given by facsimile on a Business Day before 4:00 p.m. (local time of the recipient) shall be conclusively deemed to have been given and received on such Business Day and otherwise shall be conclusively deemed to have been given and received on the first Business Day following the transmittal thereof. Any Communication that is mailed shall be conclusively deemed to have been given and received on the fifth Business Day following the date of mailing but if, at the time of mailing or within five Business Days thereafter, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any Communication shall be delivered or transmitted by any other means provided for in this Section. When used in this Agreement, "Business Day" shall mean a day other than a Saturday, Sunday or any statutory holiday in the Province of Ontario.

17. **Power of Attorney.** The Borrower hereby constitutes and appoints the Lender or any officer thereof as its true and lawful attorney, effective upon the Security Interest becoming enforceable, with full power of substitution, to execute all documents and take all actions as may be necessary or desirable to perform any obligations of the Borrower arising pursuant to this Agreement, and in executing such documents and taking such actions, to use the name of the Borrower whenever and wherever it may be considered necessary or expedient. These powers are coupled with an interest and are irrevocable until all of the Obligations have been repaid in full and this Agreement is terminated and the Security Interest created herein has been released.

18. **Agent.** The parties agree that Deloitte & Touche, LLP or any successor appointed by the Lender may act as agent for the Lender for the purpose of monitoring compliance with the terms of this Agreement during the period that the Loan is outstanding, and assessing any proposed amendments, waivers and similar matters on behalf of the Lender.

19. **Separate Security.** This Agreement and the Security Interest are in addition to and not in substitution for any other security now or hereafter held by the Lender in respect of the Borrower, the Obligations or the Collateral and any other present and future rights or remedies which the Lender might have with respect thereto.

20. **Lender Not Obligated to Advance.** Nothing in this Agreement shall obligate the Lender to make any loan or accommodation to the Borrower or any other party in connection with this Agreement, or extend the time for payment or satisfaction of any Obligations.

21. **Amalgamation of Borrower.** The Borrower acknowledges and agrees that in the event that it amalgamates with any other persons (which it is prohibited from doing without the prior written consent of the Lender) then the Collateral and the Security Interest shall extend to and include all like property of the amalgamated corporation and all references herein to Borrower shall extend to and include the amalgamated corporation and all references herein to Obligations shall extend to and include all of the debts, liabilities and obligations of every type and kind of the amalgamated corporation.

22. **Amendments.** This Agreement may not be amended or otherwise modified except by an instrument in writing executed by all the parties hereto.

23. **Waivers.** The Lender shall not, by any act, delay, omission or otherwise, be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and executed by an authorized officer of the Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by the Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which the Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

24. **Assignment.** The Borrower may not assign this Agreement or any of the benefits or obligations hereunder to any Person, without the prior written consent of the Lender. The Lender will have the right at any time to assign this Agreement and any of its rights and obligations hereunder to any Person.

25. **Release and Reconveyance.** Upon payment in full of the Obligations to the Lender, the Lender shall upon receipt of a written request from the Borrower release the Security Interest and reassign the Collateral to the Borrower without recourse and without representations or warranties, and the Lender shall at the request and expense of the Borrower execute and deliver all such discharges, releases, reassignments and further assurances as may be reasonably required in this regard.

26. **Joint and Several.** If this Agreement has been executed by more than one debtor, their obligations hereunder shall be joint and several, and all references to the "Borrower" herein shall refer to all such debtors, as the context requires.

27. **Number, Gender and Persons.** Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

28. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each such provision shall be interpreted in such a manner as to render them valid, legal and enforceable to the greatest extent permitted by applicable law. Each provision of this Agreement is declared to be separate, severable and distinct.

29. **Successors and Assigns.** This Agreement shall enure to the benefit of the Lender and its successors and assigns, and shall be binding upon the Borrower and its legal representatives, heirs, executors, administrators, successors and permitted assigns.

30. **Time.** Time shall be of the essence of this Agreement.

31. **Execution by Facsimile.** Delivery of an executed copy of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed copy of this Agreement and the Borrower undertakes to provide the Lender with a copy of this Agreement bearing original signatures forthwith upon demand.

32. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

33. **Entire Agreement.** This Agreement, the Loan Agreement and any other documents delivered pursuant hereto and thereto including any schedules attached hereto and thereto constitutes the entire agreement between the Borrower and the Lender relating to the subject-matter hereof and supersede all prior agreements, representations, warranties, conditions or collateral agreements, whether oral or written, express or implied, with respect to the subject matter hereof.

34. **Expenses.** The Borrower shall pay forthwith upon demand to the Lender all expenses, including the reasonable fees, disbursements and other charges of its counsel (on a solicitor and his own client's basis), experts or agents which the Lender may incur in connection with (i) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (ii) the exercise, enforcement or protection of any of the rights of the Lender hereunder, or (iii) the failure of the Borrower to perform or observe any of the provisions hereof.

35. **Further Assurances.** The Borrower shall forthwith, at its own expense and from time to time, do or file, or cause to be done or filed, all such things and shall execute and deliver all such documents, agreements, opinions, certificates and instruments reasonably requested by the Lender or its counsel as may be necessary or desirable to complete the transactions contemplated by this Agreement and carry out its provisions and intention.

36. Copy of Agreement. The Borrower acknowledges receipt of an executed copy of this Agreement.

37. Amendment and Restatement. This Agreement amends, restates, consolidates and supersedes the Existing General Security Agreements in their entirety.

[Signature Page Follows]

This Agreement has been executed by the Borrower on the date first stated above.

WABY IRON & STEEL CORP.

By:



Peter Birnie
President

I have the authority to bind the corporation.

Schedule "A"**Locations of Collateral**

1. 330 Broadwood Avenue, P.O. Box 1510, New Liskeard, ON P0J 1P0

GENERAL SECURITY AGREEMENT

THIS AGREEMENT made as of the 7th day September, 2010.

BETWEEN:

**SOUTH TEMISKAMING COMMUNITY FUTURES
DEVELOPMENT CORPORATION**
(hereinafter referred to as "Secured Party")

OF THE FIRST PART

A N D:

WABI IRON & STEEL CORP.
(hereinafter referred to as the "Debtor")

OF THE SECOND PART

WITNESSES THAT:

1. Security Interest: The Debtor, as security for payment of all of its obligations, indebtedness and liabilities (including all future advances, and re-advances, interest and interest on overdue interest,) to the Secured Party, present or future, whether direct or indirect, absolute or contingent, joint or several, matured or not, extended or renewed, wherever and however incurred, of whatsoever nature or kind, whether or not provided for herein, and whether owed by the Debtor to the Secured Part as principal, guarantor, indemnitor or otherwise, including all present and future debts, liabilities and obligations at any time owing under one or more of the following:
 - i) any Offer of Loan made between the Debtor and the Secured Party;
 - ii) any Loan agreement made between the Debtor and the Secured Party;
 - iii) any guarantee given by the Debtor to the Secured Party;
 - iv) the Amended and Restated Intercreditor Agreement, dated April 21, 2009, and any subsequent Amended and Restated Intercreditor Agreement(s) that may be signed;
 - v) the Security Agreement; and

- vi) any other agreement, arrangement or document given by or between the Debtor and the Secured Party including those in renewal or replacement of, and any amendment of, any one or more of the documents described in (i) to (vi) above to the Secured Party;

all of the foregoing hereafter being referred to as, and included in, the "Obligations" to the Secured Party, hereby grants, to the Secured Party, by way of mortgage, charge, assignment and transfer, a continuing, specific and fixed security interest in:

- 1.1 Inventory: all inventory of whatever kind and wherever situated now owned and hereafter acquired or reacquired by the Debtor, including, without limited the generality of the foregoing, all good, merchandise, raw material, good in process, finished goods and other tangible personal property held for sale, lease or resale or furnished or to be furnished under contracts for service of used or consumed in the business of the Debtor (the "Inventory");
- 1.2 Accounts Receivable: all debts, accounts, claims, monies and choses in action which now are or which may at any time hereafter be due or owing to or owned by the Debtor (other than the Proceeds as hereinafter defined), and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect thereof or any part thereof (the "Accounts Receivable");
- 1.3 Equipment: all machinery, equipment and other tangible personal property (other than the Inventory) now owned or hereafter acquired or reacquired by the Debtor including, without limiting the generality of the foregoing, all fixtures, plans, machinery, tools and furniture (the "Equipment") including the specific equipment listed on Schedule A;
- 1.4 Intangibles: all intangible property (other than the Inventory) now owned of hereafter acquired or reacquired by the Debtor including, without limiting the generality of the foregoing, all contractual rights, goodwill, patents, trade marks, copyrights, and other industrial property (the "Intangibles") and
- 1.5 Proceeds: all proceeds of the Accounts Receivable, Inventory, Equipment and Intangibles, present and future, including but not limited to all cash, contract rights, account receivables, cheques, notes, drafts, acceptances and trade-ins, as the case may be (the "Proceeds"); (all of the foregoing being hereafter collectively called the "Collateral");

Unless otherwise limited herein, "Chattel Paper", "Documents of Title", "Instruments", "Securities", "Proceeds", and "Accession" whenever used herein

shall be interpreted pursuant to their respective meaning when used in the Personal Property Security Act (Ontario) (the "Act") as amended from time to time. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral" or any part thereof. The term "Proceeds" whenever used herein and interpreted as above shall by way of example include trade-ins, equipment, cash, bank accounts, notes, chattel paper, goods, contract rights, accounts, and any other personal property or obligation received when such Collateral or Proceeds are sold, exchanged, collected or otherwise disposed of.

2. Warranties and Covenants: Subject to the terms and conditions herein contained and the Amended and Restated Intercreditor Agreement, dated April 21, 2009, and any subsequent Amended and Restated Intercreditor Agreement(s) that may be signed, the Debtor hereby warrants and agrees with the Secured Party as follows:
 - 2.1 The Debtor shall not, without the prior written consent of the Secured Party, create, assume, or have outstanding any mortgage, charge or other encumbrance on the Collateral ranking in priority to or capable of being enforced in priority to or pari passu with the Security Interest;
 - 2.2 The Debtor shall not, without the prior written consent of the Secured Party, during the currency of this agreement, sell, lease, transfer or otherwise dispose of the Collateral or move or transfer the Collateral from its current location;
 - 2.3 To defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein;
 - 2.4 To notify the Secured Party promptly of the details of any claims or litigation affecting the Debtor or the Collateral;
 - 2.5 To keep the Collateral in good order, condition and repair and not to use the Collateral in violation of the provisions of this agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, by-law, rule, regulation or ordinance;
 - 2.6 To do, execute, acknowledge and deliver such further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by the Secured Party with respect to the Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith. This obligation shall specifically extend to the replacement of this agreement and the collateral security given in support thereof, with like documents in from acceptable to the Ontario Development Corporation. In that regard the Debtor acknowledges that this agreement and the collateral security

referred to herein are being placed on a temporary basis in order to facilitate immediate access by the Debtor to the funds the repayment of which is secured hereby;

- 2.7 To prevent to Collateral from being or becoming an Accession to other property not covered by this agreement;
- 2.8 To carry on and conduct business in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principals, consistently applied, proper books of account for the business as well as accurate and complete records concerning the Collateral at the Secured Party's request so as to indicate the Security Interest;
- 2.9 To deliver to the Secured Party from time to time promptly upon request:
 - 2.9.1 any Documents of Title, Instruments, Securities and Chattel Paper constituted, representing or related to the Collateral;
 - 2.9.2 all books of accounts and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - 2.9.3 all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - 2.9.4 all policies and certificates of insurance relating to the Collateral; and
 - 2.9.5 such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Secured Part may reasonably request.
- 2.10 Without the prior written consent of the Secured Party, the Debtor shall not:
 - 2.10.1 Reduce, alter, issue or transfer shares or make any other changes in its ownership or share structure or distribution;
 - 2.10.2 Make commitments for any capital expenditures in excess of \$100,000.00;
 - 2.10.3 Make cash payments to or for the benefit of shareholders in excess of \$100,000.00 in the aggregate in any fiscal year

whether by way of salaries, dividends, interest on or repayment of shareholders' loans, or otherwise;

2.10.4 Make loans to, investments in or guarantees on behalf of others.

3. **Appointment of Attorney:** In the event of default hereunder, the Debtor hereby constitutes and appoints the Secured Party, or any receiver appointed by the court or the Secured Party as provided for in this agreement, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matter or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
4. **Risk and Insurance:** The Debtor shall bear the sole risk of any loss, damage, destruction or confiscation of or to the Collateral during the Debtor's possession hereunder or otherwise after default hereunder. The Debtor shall insure the Collateral during the Debtor's possession hereunder or otherwise after default hereunder. The Debtor shall insure the Collateral against loss or damage by fire, theft or other insurable perils for the full insurable value thereof with loss payable to the Secured Party. If the Debtor shall fail so to insure, the Secured Party may insure the Collateral and the premiums for such insurance shall be added to the balance of the indebtedness secured herein above as it exists at the date of the payment of such premium by the Secured Party.
5. **Loss:** The Debtor shall give immediate written notice to the Secured Party of all loss or damage to or loss of possession of the Collateral otherwise than by sale in the ordinary course of the Debtor's business.
6. **Default:** Time shall be in all respects of the essence of this agreement. The Debtor shall be in default hereunder upon the occurrence of any one of the following events:
 - 6.1 The Debtor fails to pay or otherwise perform when due any of its Obligations;
 - 6.2 The Debtor shall breach or fail to perform any term, provision, warranty, representation or covenant of this agreement or of the Note;
 - 6.3 The Debtor acknowledges its insolvency or becomes bankrupt or insolvent or commits an act of bankruptcy or takes or attempts to take advantage of any statute for the relief of bankrupt or insolvent debtors or if a receiver shall be appointed of any of the Debtor's assets or if the Equipment is substantially damaged or destroyed or seized under any judicial process or otherwise confiscated;

- 6.4 Any execution or any other process of any court becomes enforceable against the Debtor or if any distress or analogous process is levied upon the Collateral or any part thereof;
 - 6.5 The Debtor ceases or threatens to cease to carry on business;
 - 6.6 The Debtor makes or proposes to make any sale of its assets in bulk out of the ordinary course of its business;
 - 6.7 A resolution is passed or a petition is filed or if any order or direction is made for the dissolution or winding-up of the Debtor; or
 - 6.8 The Secured Party in good faith and upon reasonable grounds claims that the prospect of payment or performance of any of the Debtor's obligations hereunder or secured hereby is impaired.
7. **Remedies Upon Default:** In the event of any such default the Security Interest shall become immediately enforceable, all Obligations due or to accrue due under the Note and any other amounts owing hereunder or thereunder shall forthwith become due and payable and the Secured Party may immediately sue for the entire amount thereof, together with interest thereon after default and until payment in full at the rate specified in the Note in respect to amounts owing after default and until payment in full at the rate specified in the Note in respect to amounts owing after defaults together with all expenses incurred by the Secured Party in recovering the same including all legal costs and in event of such default and in addition to any other rights or remedies available, the Secured Party may avail itself of the following remedies:
- 7.1 The Secured Party may appoint by instrument in writing a receiver (which term shall include a receiver or manager) of all or any part of the Collateral and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of such a receiver. Any such receiver appointed by the Secured Party so far as concerns responsibility for his acts shall be deemed the agent of the Debtor and not of the Secured Party. Where the Secured Party is referred to in this section 7 the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver.
 - 7.2 The Debtor shall forthwith upon demand and at its expense and risk assemble and deliver to the Secured Party's possession of the Collateral at such place as may be specified by the Secured Party. In an event, at its option the Secured Party may take such steps as it considers necessary or desirable to obtain possession of the Collateral including rendering the

Collateral unusable, and to that end the Debtor agrees that all rights of repossession may be exercised by the Secured Party without notice of demand and without legal process, including the right and per to enter upon the lands and premises where the Collateral is situated and removed the same.

- 7.3 The Secured Party may seize, collect, realize, borrow money on the security of, release the third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to it advisable and without notice to the Debtor except as otherwise required by the Act. The Secured Party may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal services and receivers and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add the amount of such sums to the Obligations of the Debtor secured by this agreement.
- 7.4 At its option, the Secured Party may elect to retain the Collateral in satisfaction of the Obligations to it of the Debtor in which case the Secured Party shall notify the Debtor of its election in the manner provided by the Act.
- 7.5 The Secured Party shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payment of the same or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of same.
- 7.6 The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's debtors or sureties or others and with the Collateral and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor, or the Secured Party's right to hold and realized the Collateral.
- 7.7 All monies collected or received by the Secured Party in respect of the Collateral may be applied on account of such parts of the Obligations and liability of the Debtor as to the Secured Party seems best or may be held unappropriated in a collateral account or in the discretion of the Secured Party may be released to the Debtor, all without prejudice to the Secured Party's claims upon the Debtor.

- 7.8 In the event of the Secured Party taking possession of the Collateral as provided in this agreement, the Secured Party shall have the right to maintain the same upon the premises on which the Collateral may then be situated, and for the purpose of such maintaining shall be entitled to the free use and enjoyment of all necessary buildings and premises for the proper maintaining, housing and protection of the Collateral, and the Debtor covenants and agrees to provide the same without cost or expense to the Secured Party until such time as the Secured Party determines in its discretion to remove, sell or otherwise dispose of the Collateral.
- 7.9 The Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor and may to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and the Secured Party shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection therewith.
- 7.10 The Secured Party may, if it deems it necessary for the proper realization of the Collateral, pay any encumbrances, lien, claim or charge that may exist or be threatened against the same. In every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations of the Debtor to the Secured Party secured by this agreement, and shall bear interest at the rate currently charged to the Debtor under its Obligations to the Secured Party.
- 7.11 The Debtor shall pay to the Secured Party on demand any deficiency that may arise after the sale of the Collateral.
- 7.12 In addition to those rights granted in this agreement and in any other agreement now or hereafter in effect between the Debtor and the Secured Party and in addition to any other rights the Secured Party may have at law or in equity, the Secured Party shall have, both before and after default, all rights and remedies of a secured party under the Act. Provided always, that the Secured Party shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purpose. Furthermore, the Secured Party shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper, whether Collateral or proceeds and whether or not in the Secured Party's possession and shall not be liable or accountable for failure to do so.

All remedies of the Secured Party at law and hereunder are cumulative and concurrent.

8. Retention of Title: Title to, property in, and ownership of the Collateral shall

remain with the Secured Party at the Debtor's risk and shall not pass to the Debtor until all the Obligations owing by the Debtor to the Secured Party shall have been paid in full to the Secured Party.

9. **Waiver:** The Secured Party may waive any breach by the Debtor of any of the provisions contained in this agreement or any default by the Debtor in observance or performance of any term or condition hereof provided always that no act or omission of the Secured Party shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights resulting therefrom.
10. **Attachment:** The Debtor and the Secured Party intend for the Security Interest to attach upon the execution of this agreement (or in the case of any property acquired subsequent thereto, upon the date of such acquisition) and that value has been given and that the Debtor has (or in the case of after-acquired property, will have) rights in Collateral. The parties acknowledge and agree that this agreement and the Security Interest are intended to be a "security agreement" and "security interest" respectively with the meaning of the Act.
11. **Security:** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Secured Party, and is not intended to limit any extension or continuance of the Security Interest as set out in the Act.
12. **Judgment:** Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liabilities of the Debtor to make payment of the principal and interest hereby secured nor shall such operate as a merger of any covenant or affect the right of the holder to interest at the rate hereinbefore specified, and any judgment shall bear interest at such rate.
13. **Entire Contract:** This agreement constitutes the entire contract between the parties and there are no representations, warranties, conditions or collateral agreements, expressed or implied, statutory or otherwise, with respect to the Collateral or this agreement or the rights of the parties other than in the Note or as herein contained. No modifications of this agreement shall be valid unless made in writing and signed by the parties thereto.
14. **Acknowledgment:** The Debtor hereby acknowledges receipt as of the date of execution of these presents of a copy of this agreement.
15. **Further Assurances:** The parties hereto shall sign such further and other documents and shall do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this agreement and every part thereof.
16. **Binding Effect:** This agreement shall enure to the benefit of and be binding upon

the parties hereto and their respective heirs, executors, administrators,
successors and assigns as the case may be.

17. **Applicable Law:** This agreement and all the terms hereof shall be construed in accordance with the laws of the Province of Ontario. Any provisions of this agreement prohibited by law shall, to the extent prohibited, be ineffective without invalidating any other provisions herein.
18. **Notice:** Every notice, consent, demand and other communication in connection with this agreement and all legal process in regard hereto shall be validly given, made or served if in writing and delivered to, or mailed, postage prepaid, or telecopied or telexed to the intended recipient at
- a) to Debtor at: P.O. Box 1510, 330 Broadway Avenue, New Liskeard, Ontario P0J 1P0
 - b) to Secured Party at: P.O. Box 339, 467 Ferguson Avenue, Haileybury, Ontario P0K 1K0

or to such other address as any party may from time to time designate by notice. Any notice, requisition, demand or other instrument, if delivered, shall be deemed to have been given or made on the day on which it was delivered and if sent by telegram, telegraph, telecommunication or other similar form of communication shall be deemed to have been given or made on the business day next following the day on which it was so sent, and if mailed shall be deemed to have been given or made on the 5th business day following the day on which it was so mailed. Any party hereto may give written notice of change of address in the same manner in which case any notice shall thereafter be given to it as above provided at such changed address.

19. **Titles:** All headings and titles in this agreement are for reference only and are not to be used in the interpretation of the terms hereof.
20. **Interpretation:** If more than one person executes this agreement as Debtor, their obligations hereunder shall be joint and several.
21. **Collateral Security:** The loan hereby secured being also secured by a Mortgage of even date, given by the Debtor, the Secured Party, it is it is understood and agreed, and the Secured Party covenants that, payment on either shall constitute payment on both and default on either shall constitute default on both.
22. **Location of Collateral:** The Collateral, insofar as it consists of tangible property, is now and will hereafter be kept at the following place or places:

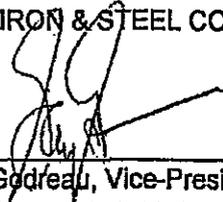
330 Broadwood Avenue, New Liskeard, Ontario

and subject to the provision of paragraph 7 hereof, none of the Collateral shall be removed therefrom without the written consent of the Secured Party.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the date first above written:


WITNESS)
)
)
)

WABI IRON & STEEL CORP.
per:



Gary Godreau, Vice-President
I have the authority to Bind the Corporation

SCHEDULES: A - Equipment

SCHEDULE A
EQUIPMENT

1. Sand system (Phases I-IV)
2. Mould Manipulator
3. Compaction Table
4. 10 ton Pouring Crane
5. Scissor Lifts (2)
6. Pneumatic Impactor
7. Lab cutoff saw
8. #2 Furnace (rad included)
9. Milling Machine

Tab F

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 1
(8594)

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

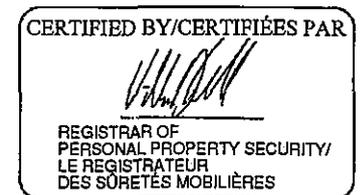
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.

FILE CURRENCY : 17FEB 2015

ENQUIRY NUMBER 20150218110134.57 CONTAINS 154 PAGE(S), 26 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.

FASKEN MARTINEAU DUMOULIN LLP (ATTN: KEARA BARTON OR SHELDON
WALKER)
333 BAY STREET, SUITE 2400
TORONTO ON M5H2T6



(crfj3 09/2013)

CONTINUED... 2



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 2
(8595)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR SETEN

FILE NUMBER
694198656

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20140305 1601 6005 1989	P PPSA	05

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
		WABI IRON AND STEEL CORP		

02

03

04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

06

07

08

09

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

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	VIN

11

12

13

14

15

16

17

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

CONTINUED...

3

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 3
(8596)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
694198656

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20140305 1601 6005 1989		

01

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

03 BUSINESS NAME

03

04 ADDRESS

04

ONTARIO CORPORATION NO.

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

06 BUSINESS NAME

06

07 ADDRESS

07

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

08

09 ADDRESS

09

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

10

11 MOTOR VEHICLE YEAR MAKE MODEL VIN

11

12

13 GENERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.

13

14 COLLATERAL DESCRIPTION

14

16 REGISTERING AGENT

16

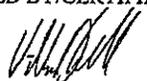
17 ADDRESS

17

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



16

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 4
(8597)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
693311706

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20140122 1141 6005 1351	P PPSA	02

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR NAME BUSINESS NAME WABI IRON AND STEEL CORP.

ADDRESS 330 BROADWOOD AVE NEW LISKEARD ONTARIO CORPORATION NO. ON P0J 1P0

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

DEBTOR NAME BUSINESS NAME

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / LIEN GRANANT NATIONAL LEASING GROUP INC.

ADDRESS 1525 BUFFALO PLACE (2654103) WINNIPEG MB R3T 1L9

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

MOTOR VEHICLE	YEAR MAKE	MODEL	VIN
---------------	-----------	-------	-----

GENERAL COLLATERAL DESCRIPTION ALL COMPUTER SOFTWARE OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2654103 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,

REGISTERING AGENT

ADDRESS

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

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 5
(8598)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR BEN

FILE NUMBER
693311706

00

CAUTION RATING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20140122 1141 6005 1351		

01

02 DEBTOR NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05 DEBTOR NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

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

11 MOTOR VEHICLE

YEAR MAKE

MODEL

V.I.N.

13 GENERAL

ACCESSORIES AND SUBSTITUTIONS.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENCY

ADDRESS

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

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2010)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 6
(8599)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
690273108

00
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20130913 1439 1530 9925 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 WABI IRON & STEEL CORP.
ADDRESS 330 BROADWOOD AVE NEW LISKEARD ONTARIO CORPORATION NO. ON P0J 1P0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / TOYOTA CREDIT CANADA INC.
09 WHEN CLAIMANT ADDRESS 80 MICRO COURT SUITE 200 MARKHAM ON L3R 9Z5

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X TOSEP2018

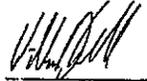
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE 2013 TOYOTA Tacoma 4X4 5TFM04FN3DX015492

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 7
(8600)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
688694463

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CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20130717 1435 1530 1413	P PPSA	5

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

DEBTOR NAME

BUSINESS NAME WABI IRON & STEEL CORP

03

ADDRESS 330 BROADWOOD AVE NEW LISKEARD ON P0J 1P0

04

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

05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS ONTARIO CORPORATION NO.

07

SECURED PARTY / TOYOTA CREDIT CANADA INC.

08

BIEN CHAIMANT

ADDRESS 80 MICRO COURT SUITE 200 MARKHAM ON L3R 9Z5

09

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF	NO FIXED			
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
	X		X		X	X	10JUL2018		

10

YEAR	MAKE	MODEL	VIN
2013	TOYOTA	TACOMA 4X4	5BAMU4FN3DX015668

11

MOTOR VEHICLE

12

GENERAL

13

COLLATERAL

14

DESCRIPTION

15

REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

16

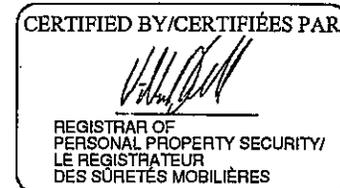
AGENT

17

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 8



(crj1fs 09/2013)



120

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 8
(8601)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
686921706

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	003		20130514 1950 1531 6705	P PPSA	4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME WABI IRON AND STEEL CORP

04 ADDRESS 330 BROADWOOD AVE PO BOX 1510 NEW LISKEARD ON P0J 1P0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / TENANT CLAIMANT IBM CANADA LIMITED - LAW CLERK/PPSA ADMINISTRATOR

09 ADDRESS 3600 STEELES AVE EAST A4 MARKHAM ON L3R 9Z7

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

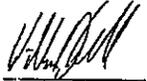
13 GENERAL ALL PRESENT AND AFTER-ACQUIRED GOODS SUPPLIED, LEASED OR FINANCED BY
14 COLLATERAL THE SECURED PARTY, INCLUDING BUT NOT LIMITED TO, ALL OFFICE
15 DESCRIPTION MACHINES, OFFICE EQUIPMENT, COMPUTER HARDWARE, SOFTWARE AND ALL

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS

17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj11s 09/2013)



12

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 9
(8602)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
686921706

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 003 20130514 1950 1531 6705

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR
06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
09 DEBTOR CLAIMANT

ADDRESS

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

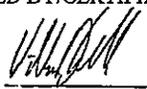
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL OTHER EQUIPMENT OF ANY KIND WHATSOEVER AS WELL AS ALL ANCILLARY
14 COLLATERAL PRODUCTS RELATED THERETO, AND ALL UPGRADES, ADDITIONS, SUBSTITUTIONS
15 DESCRIPTION AND ACCESSIONS THERETO AND THERON AND ALL PROCEEDS THEREFROM OF

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1/s 09/2013)



22

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 10
(8603)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
686921706

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CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD
	03	003		20130514 1950 1531 6705		

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR
NAME

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR
NAME

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY /
LITEN CLAIMANT

08

ADDRESS

09

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

10

YEAR MAKE MODEL VIN

11

MOTOR
VEHICLE

12

GENERAL EVERY KIND AND DESCRIPTION.

13

COLLATERAL
DESCRIPTION

14

REGISTERING
AGENT

15

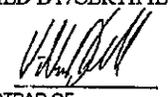
ADDRESS

16

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

CONTINUED...

11

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c/11s 09/2013)



123

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 11
(8604)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
684719442

00

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20130214 1452 1530 4978	P PPSA	5

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

BUSINESS NAME	WABI IRON & STEEL CORP.
---------------	-------------------------

03

ADDRESS	330 BROADWOOD AVE	NEW LISKEARD	ONTARIO CORPORATION NO.	ON	P0J 1P0
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04

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

05

BUSINESS NAME	TOYOTA CREDIT CANADA INC.
---------------	---------------------------

06

ADDRESS	80 MICRO COURT SUITE 200	MARKHAM	ON	L3R 9Z5
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07

SECURED PARTY / LIEN CLAIMANT	TOYOTA CREDIT CANADA INC.
-------------------------------	---------------------------

08

ADDRESS	80 MICRO COURT SUITE 200	MARKHAM	ON	L3R 9Z5
---------	--------------------------	---------	----	---------

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
X		X	X	X		12FEB2018	

10

YEAR MAKE	MODEL	VIN
2013 TOYOTA	TRACOMA 4X4	5TFRM4FN7DX014183

11

12 MOTOR VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

REGISTERING AGENT	CANADIAN SECURITIES REGISTRATION SYSTEMS
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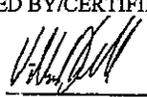
16

ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8
---------	---------------------	---------	----	---------

17

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj)fs 09/2013



124

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 12
(8605)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
676370943

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20120222 1337 1219 9980	P PPSA	04

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME WABI IRON & STEEL CORP.

03

ADDRESS 330 BROADWOOD AVE NEW LISKEARD ONTARIO CORPORATION NO. ON P0J 1P0

04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME JEREMY S BIRNIE

06

ADDRESS 330 BROADWOOD AVE NEW LISKEARD ONTARIO CORPORATION NO. ON P0J 1P0

07

SECURED PARTY / BANK OF NOVA SCOTIA-DLAC
LIEN CLAIMANT

08

ADDRESS SCOTIA PLAZA, 44 KING STREET W TORONTO ON M5H 1H1

09

COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X 53649

10

YEAR MAKE MODEL VIN
2012 VOLVO XC60 4V4362DZ0C2250405

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

REGISTERING AGENT D+H LIMITED PARTNERSHIP (BNS)

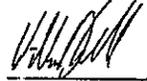
14

ADDRESS 939 EGLINTON AVENUE EAST, SUITE 201 TORONTO ON M4G 4H7

15

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

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SÛRETÉS MOBILIÈRES
(c)1/1s 09/2013



1205

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 13
(8606)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 16 FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
675993897

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	002		20120201 1946 1531 6801	P PPSA	4

01

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

02

03 DEBTOR NAME BUSINESS NAME WABI IRON & STEEL CORP.

04

ADDRESS 330 BRAODWOOD AVE PO, BOX 1510 NEW LISKEARD ON P0J 1P0

05

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

06

ADDRESS ONTARIO CORPORATION NO.

07

08 SECURED PARTY / MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION

09

ADDRESS 2680 MATHESON BLVD. E, STE 500 MISSISSAUGA ON L4W 0A5

10

COLLATERAL CLASSIFICATION		MOTOR VEHICLE		AMOUNT	DATE OF	NO. FIXED			
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
	X		X			X			21JAN2016

11

12 MOTOR VEHICLE YEAR MAKE MODEL VIN
2012 MERCEDES-BENZ C300W4M WDDGF88B6CA663636

13

14 GENERAL COLLATERAL DESCRIPTION

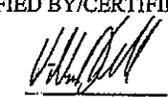
16

17 REGISTERING AGENT D+H LIMITED PARTNERSHIP

ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 14
(8607)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
675993897

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20120201 1946 1531 6801		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

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

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / MERCEDES-BENZ FINANCIAL
LIEN CLAIMANT

08

ADDRESS

2680 MATHESON BLVD. E, STE 500 MISSISSAUGA ON L4W 0A5

09

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

10

YEAR	MAKE	MODEL	V.I.N.
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11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

REGISTERING AGENT

16

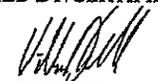
ADDRESS

17

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

CONTINUED...

15

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SÛRETÉS MOBILIÈRES
(c/ijfs 09/2013)



127

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 15
(8608)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LITEN

00 FILE NUMBER
673854318

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20111024 1946 1531 0442 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME WABI IRON & STEEL CORP.

04 ADDRESS 330 BROADWOOD AVE NEW LISKEARD ONTARIO CORPORATION NO.
ON P0J 1P0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / TOYOTA CREDIT CANADA INC.

09 CHEN CHAIWANT ADDRESS 80 MICRO COURT SUITE 200 MARKHAM ON L3R 9Z5

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X 19OCT2016

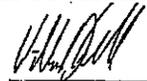
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE 2011 TOYOTA TUNDRA 4X4 5TF0M5F18BX025726

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj11s 09/2013)



128

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 16
(8609)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 16 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
673457931

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20111005 1450 1530 5062 P PPSA 4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME WABI IRON & STEEL CORP.
04 ADDRESS 330 BROADWOOD AVE NEW LISKEARD ONTARIO CORPORATION NO. ON P0J 1P0

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

08 SECURED PARTY / TOYOTA CREDIT CANADA INC.
09 LIEN CHAINANT ADDRESS 80 MICRO COURT SUITE 200 MARKHAM ON L3R 9Z5

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY GR. MATURITY DATE
X X X X 01OCT2015

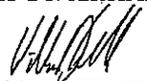
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2011 TOYOTA TUNDRA 4X4 5TFCU5F1XBX197275

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c/ifs 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 17
(8610)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CHAIN FOR LIEN

FILE NUMBER
664714521

00

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20100927 1404 1862 2314	P PPSA	10

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

03 BUSINESS NAME : WABI IRON & STEEL CORP

04

ADDRESS : 330 BROADWOOD AVENUE, BOX 1510 NEW LISKEARD ON P0J 1P0
ONTARIO CORPORATION NO. 1013009

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

06 BUSINESS NAME :

07 ADDRESS :

ONTARIO CORPORATION NO. :

08 SECURED PARTY / NORTHERN ONTARIO HERITAGE FUND CORPORATION

09 LIEN CLAIMANT

ADDRESS : #200-70 FOSTER DRIVE SAULT STE. MARIE ON P6A 6V8

09

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	VIN
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11

12 GENERAL

13 COLLATERAL

14 DESCRIPTION

15

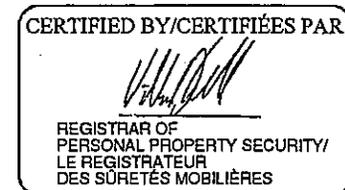
16 REGISTERING AGENT : MIN. OF NORTHERN DEVELOPMENT, MINES & FORESTRY - LEGAL SERVICES BR.

17

ADDRESS : RM M2-24, 900 BAY STREET TORONTO ON M7A 1C3

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

CONTINUED... 18



(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 18
(8611)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

00 FILE NUMBER
664529148

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
BILLING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 002 20100917 1945 1531 3287 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 WABI IRON & STEEL CORP.
ADDRESS 330 BROADWOOD AVENUE NEW LISKEARD ONTARIO CORPORATION NO:
ON P0J 1P0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO:

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
09 THEN CLAIMANT

ADDRESS 100-1235 NORTH SERVICE RD W OAKVILLE ON L6M 2W2

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

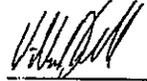
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE 2005 CATERPILLAR CH40K AB28G000531

13 GENERAL C/W CASCADE R100DRRB63623 ROTATOR - ALL
14 COLLATERAL GOODS SUPPLIED BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH ALL
15 DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(cij/1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 19
(8612)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
664529148

00

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20100917 1945 1531 3287		

01

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

02

DEBTOR NAME	BUSINESS NAME
-------------	---------------

03

ADDRESS

04

ONTARIO CORPORATION NO.

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

05

DEBTOR NAME	BUSINESS NAME
-------------	---------------

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / SERVICES FINANCIERS DE LAGE LANDEN CANADA INC.
LITEN CLAIMANT

08

ADDRESS					
100-1235 NORTH SERVICE RD W	OAKVILLE	ON	L6M 2W2		

09

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

10

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

11

12

13 GENERAL ADDITIONS AND IMPROVEMENTS TO THE FOREGOING. PROCEEDS, GOODS,
14 COLLATERAL CHATTEL PAPER, SECURITIES, ACCOUNTS, INVENTORY, DOCUMENTS OF TITLE,
15 DESCRIPTION INSTRUMENTS, MONEY, CROPS, LICENCES AND INTANGIBLES.

16 REGISTERING AGENT

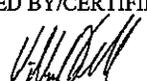
ADDRESS

17

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

CONTINUED...

20

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(rj1fs 03/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 20
(8613)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
664529211

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 01 002 20100917 1945 1531 3294 P PPSA 5

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME WABI IRON & STEEL CORP.

ADDRESS 330 BROADWOOD AVENUE NEW LISKEARD ONTARIO CORPORATION NO. ON P0J 1P0

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

LIEN CLAIMANT ADDRESS 100 -1235 NORTH SERVICE ROAD W OAKVILLE ON L6M 2W2

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

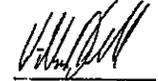
MOTOR YEAR MAKE MODEL VIN
VEHICLE 2005 CATERPELLAR GP40K A229C000531

GENERAL ALL GOODS SUPPLIED BY THE SECURED PARTY, ALL PARTS AND ACCESSORIES
COLLATERAL THERETO AND ACCESSIONS THERETO AND ALL REPLACEMENTS OR SUBSTITUTIONS
DESCRIPTION FOR SUCH GOODS. PROCEEDS ACCOUNTS, CHATTEL PAPER, MONEY,

REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



2015

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 21
(8614)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
664529211

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 002 20100917 1945 1531 3294

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

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

MOTOR YEAR MAKE MODEL VIN
VEHICLE

GENERAL INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES (ALL
COLLATERAL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (ON)) AND INSURANCE
DESCRIPTION PROCEEDS.

REGISTERING AGENT ADDRESS

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

CONTINUED...

22

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



134

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 22
(8615)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
664254999

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01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20100908 0833 1590 8190 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 WABI IRON & STEEL CORP.
ADDRESS 330 BROADWOOD AVENUE NEW LISKEAD ONTARIO CORPORATION NO. ON P0J 1P0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / SOUTH TEMISKAMING COMMUNITY FUTURES DEVELOPMENT CORPORATION
09 LIEN CLAMANT

ADDRESS 467 FERGUSON AVENUE, P.O BOX 339 HAILEYBURY ON P0J 1K0

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X X 600000

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING EVANS, BRAGAGNOLO & SULLIVAN LLP (ATTN PATRICIA)
17 AGENT ADDRESS 120 PINE STREET SOUTH TIMMINS ON P4N 2K4

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

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c/ifs 09/2013)



2015

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 23
(8616)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM LC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
657362439

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
BILLING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20091104 1023 6005 5489 P PPSA 10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME WABI IRON & STEEL CORP.
04 ADDRESS 330 BROADWOOD AVE NEW LISKEARD ONTARIO CORPORATION NO.
ON P0J 1P0

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

08 SECURED PARTY / ROYAL BANK OF CANADA 93070-17371
09 LIEN CLAIMANT ADDRESS 180 WELLINGTON ST W, 5TH FLOOR TORONTO ON M5J 1J1

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

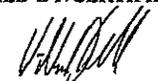
11 MOTOR YEAR MAKE MODEL V.T.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



136

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 24
(8617)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR UEN

00 FILE NUMBER
631494009

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 001 20061218 1030 1862 6338 P PPSA 9

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 WABI IRON & STEEL CORP. ONTARIO CORPORATION NO. 1013009
ADDRESS 330 BROADWOOD AVENUE, P.O. BOX 1510 NEW LISKEARD ON P0J 1P0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / NORTHERN ONTARIO HERITAGE FUND CORPORATION
09 ITEN CLAIMANT

ADDRESS #200-70 FOSTER DRIVE SAULT STE. MARIE ON P6A 6V8

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

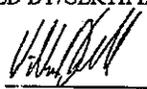
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING MINISTRY OF NORTHERN DEVELOPMENT & MINES - LEGAL SERVICES BR
17 AGENT ADDRESS RM M2-17, 900 BAY STREET TORONTO ON M7A 1C3

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

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 25
(8618)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM JC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

REGISTRATION
NUMBER
20100927 1402 1862 2313

01

31 RECORD FILE NUMBER 631494009 CHANGE REQUIRED B RENEWAL RENEWAL YEARS 10
REFERENCED

32 INDIVIDUAL DEBTOR
33 BUSINESS DEBTOR WABI IRON & STEEL CORP.

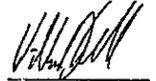
ONTARIO CORPORATION NO.

SECURED PARTY / LEND CLAIMANT / REGISTERING AGENT
08/16 NAME MIN. OF NORTHERN DEVELOPMENT, MINES & FORESTRY - LEGAL SERVICES BR.
09/17 ADDRESS RM M2-24, 900 BAY STREET TORONTO ON M7A 1C3

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

CONTINUED...

26

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)3fs 09/2013



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 26
(8619)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM LC FINANCING STATEMENT / CLAIM FOR LTRN

FILE NUMBER
631494027

00
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 001 20061218 1031 1862 6340 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 WABI IRON & STEEL CORP.
330 BROADWOOD AVENUE, P.O. BOX 1510 NEW LISKEARD ONTARIO CORPORATION NO: 1013009
ON P0J 1P0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO:

08 SECURED PARTY / NORTHERN ONTARIO GROW BONDS CORPORATION
09 BEN CHAMANT #601-159 CEDAR STREET SUDBURY ON P3E 6A5
ADDRESS

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

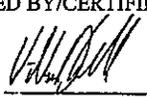
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING MINISTRY OF NORTHERN DEVELOPMENT & MINES - LEGAL SERVICES BR
17 AGENT RM M2-17, 900 BAY STREET TORONTO ON M7A 1C3
ADDRESS

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

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cij)fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 27
(8620)

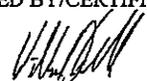
TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

RGSM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	001		20100927 1401 1862 2311	
21	RECORD REFERENCED	FILE NUMBER	631494027		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	D ASSIGNMENT		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	WABI IRON & STEEL CORP.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05/	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06	ADDRESS	ONTARIO CORPORATION NO.			
04/07	ADDRESS				
29	ASSIGNOR	NORTHERN ONTARIO GROW BONDS CORPORATION			
08	SECURED PARTY/ LIEN CLAIMANT/ ASSIGNEE	NORTHERN ONTARIO HERITAGE FUND CORPORATION			
09	ADDRESS	#200-70 FOSTER DRIVE	SAULT STE. MARIE	ON	P6A 6V8
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO. FIXED OR MATURITY DATE
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.
12	GENERAL COLLATERAL DESCRIPTION				
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	MIN. OF NORTHERN DEVELOPMENT, MINES & FORESTRY - LEGAL SERVICES BR. RM M2-24, 900 BAY STREET TORONTO ON M7A 1C3		

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

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013) Form 3

 Ontario

40

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 28
(8621)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 REGISTRATION NUMBER 20100927 1401 1862 2312

31 RECORD FILE NUMBER 631494027 CHANGE REQUIRED B RENEWAL RENEWAL YEARS 10
REFERENCED

32 INDIVIDUAL DEBTOR
33 BUSINESS DEBTOR WABI IRON & STEEL CORP.
ONTARIO CORPORATION NO.

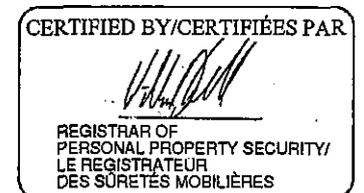
SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT

08/16 NAME MIN. OF NORTHERN DEVELOPMENT, MINES & FORESTRY - LEGAL SERVICES BR.
09/17 ADDRESS RM M2-24, 900 BAY STREET TORONTO ON M7A 1C3

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

CONTINUED...

29



(rj/sfs 09/2013)



Hand
4
Tub

RUN NUMBER : 049
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ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 29
(8622)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORMAL FINANCING STATEMENT / CLAIM FOR DEEN

00 FILE NUMBER
614744289

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 14 20050503 0927 1793 5342 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 WABI IRON & STEEL CORP.
ADDRESS 330 BROADWOOD AVENUE, P.O. BOX 1510 NEW LISKEARD ONTARIO CORPORATION NO. 1013009
ON P0J1P0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / THE BABCOCK & WILCOX COMPANY
09 LITEN CLAIMANT ADDRESS 20 VANBUREN AVENUE BARBERTON OH 44203

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

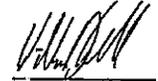
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL THIS FILING IS A NOTICE THAT THE BABCOCK & WILCOX COMPANY IS THE
14 COLLATERAL SOLE AND EXCLUSIVE OWNER OF ANY AND ALL PATTERNS AND DRAWINGS
15 DESCRIPTION PROVIDED TO WABI IRON & STEEL CORP. FROM TIME TO TIME PURSUANT TO

16 REGISTERING AIRD & BERLIS LLP
17 AGENT ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 30
(8623)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744289

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	14		20050503 0927 1793 5342		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

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

05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /

09

TRUST CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

10

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

11

MOTOR

YEAR MAKE

MODEL

VEHICLE

12

VEHICLE

13

GENERAL

14

COLLATERAL

15

DESCRIPTION

THAT CERTAIN CASTING BLANKET AGREEMENT DATED JUNE 1, 2004 BY AND BETWEEN THE BABCOCK & WILCOX COMPANY AND WABI IRON & STEEL CORP. AS OF THE DATE OF THIS FILING, SUCH PATTERNS AND DRAWINGS ARE

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED...

31

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(c/jffs 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 31
(8624)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR DEBENTURE

FILE NUMBER
614744289

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	14		20050503 0927 1793 5342		

01

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

ONTARIO CORPORATION NO.

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

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

10

11 MOTOR VEHICLE
12 YEAR MAKE
13 MODEL
14 VIN

13 GENERAL DESCRIPTION
14 LOCATED ON SITE AT WABI IRON & STEEL CORP., 330 BROADWOOD AVENUE,
15 NEW LISKEARD, ONTARIO P0J 1P0 AND INCLUDE, BUT ARE NOT LIMITED TO,
THE FOLLOWING PATTERNS AND DRAWINGS. P/N 2009979, PATTERN NUMBER

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj/1s 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 32
(8625)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744289

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	14		20050503 0927 1793 5342		

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

ADDRESS

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

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

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.
---------------	-----------	-------	--------

GENERAL COLLATERAL DESCRIPTION
2009979, DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2-24 SQ BDS. P/N 2009980, PATTERN NUMBER 2009980, DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2-24 SQ BDS. P/N 2009993,

REGISTERING AGENT

ADDRESS

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

CONTINUED...

33

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 33
(8626)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR TIEN

FILE NUMBER
614744289

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	14		20050503 0927 1793 5342		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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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

09

COLLATERAL CLASSIFICATION

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

10

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION
PATTERN NUMBER 2009993, DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2-24 SQ BDS. P/N 2009994, PATTERN NUMBER 2009994, DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2-24 SQ

13

14

15

REGISTERING AGENT

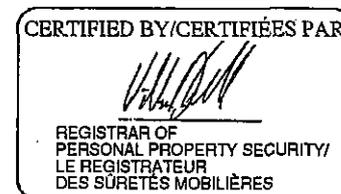
ADDRESS

17

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

CONTINUED...

34



(crj1fs 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 34
(8627)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744289

00

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	006	14		20050503 0927 1793 5342		

01

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

02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

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

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

COLLATERAL CLASSIFICATION

09

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	-------------------------

10

YEAR	MAKE	MODEL	V. I. N.
------	------	-------	----------

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION
BDS. P/N 2009995, PATTERN NUMBER 2009995, DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2-24 SQ BDS. P/N 2129104, PATTERN NUMBER 2129104, DESCRIBED AS DIFFUSER, METAL ELVI, TYPE OF PATTERN

13

14

15

REGISTERING AGENT

16

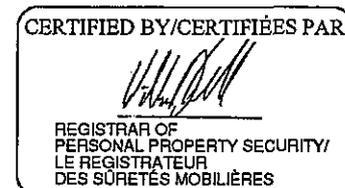
17

ADDRESS

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

CONTINUED...

35



(crj1fs 09/2013)



147

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 35
(8628)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744289

CAUTION BILLING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	007	14		20050503 0927 1793 5342		

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

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

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

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CHAINTANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED	DATE
----------------	---------------	--------	------------------	-----------	------

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

GENERAL 1 ON 24 SQ BD. P/N 2139320, PATTERN NUMBER 2139320, DESCRIBED AS
COLLATERAL DIFFUSER, METAL ELVI, TYPE OF PATTERN 1 ON 2-24 SQ BDS. P/N
DESCRIPTION 2210155, PATTERN NUMBER 89108D, DESCRIBED AS TUBE PROT, METAL ELVI,

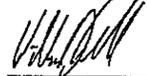
REGISTERING
AGENT

ADDRESS

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

CONTINUED...

36

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 36
(8629)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744289

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	008	14		20050503 0927 1793 5342		

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

ONTARIO CORPORATION NO.

ADDRESS

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

DEBTOR NAME	BUSINESS NAME
-------------	---------------

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LITEN CLAIMANT

ADDRESS

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.
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GENERAL COLLATERAL DESCRIPTION
TYPE OF PATTERN 2 ON 2 - 30 SQ BDS. P/N 2226139, PATTERN NUMBER 2226139, DESCRIBED AS VANE, METAL VAM20, TYPE OF PATTERN 3 ON 2 SQ BLD. P/N 2291408, PATTERN NUMBER 2291408, DESCRIBED AS 15 1/4"

REGISTERING AGENT
ADDRESS

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

CONTINUED...

37

CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlf15 09/2013)



149

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 37
(8630)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744289

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	009	14		20050503 0927 1793 5342		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION
DIFFUSER, METAL ELVI, TYPE OF PATTERN 1 ON 2 - 30 SQ BDS. P/N 2302164, PATTERN NUMBER 2302164, DESCRIBED AS U.T. SEGMENT, METAL VAM20, TYPE OF PATTERN 4 ON 2 - 48 X 80 BDS. P/N 2353092, PATTERN

REGISTERING AGENT

ADDRESS

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

CONTINUED...

38

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(c/jf/s 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 38
(8631)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM LC FINANCING STATEMENT / CLAIM FOR LITEN

00 FILE NUMBER
614744289

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
BILLING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
010 14 20050503 0927 1793 5342

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LITEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

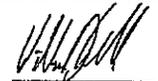
13 GENERAL NUMBER 2353902, DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN
14 COLLATERAL 2 ON 2 - 30 X 36 BDS. P/N 2353903, PATTERN NUMBER 2353903,
15 DESCRIPTION DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 24 SQ

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

39

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 39
(8632)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744289

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	011	14		20050503 0927 1793 5342		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

DEBTOR NAME	BUSINESS NAME
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03

ADDRESS

04

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

DEBTOR NAME	BUSINESS NAME
-------------	---------------

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	ADDRESS
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08

COLLATERAL CLASSIFICATION

09

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
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11

GENERAL COLLATERAL DESCRIPTION	BDS. P/N 2353904, PATTERN NUMBER 2353904, DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 24 SQ BDS. P/N 2353905, PATTERN NUMBER 2353905, DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF
--------------------------------	--

13

REGISTERING AGENT	ADDRESS
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14

15

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

CONTINUED...

40

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj)fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 40
(8633)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744289

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	012	14		20050503 0927 1793 5342		

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

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED	DATE
----------------	---------------	--------	------------------	-----------	------

10

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11

MOTOR VEHICLE

13

GENERAL COLLATERAL DESCRIPTION

PATTERN 2 ON 2 - 24 SQ BDS. P/N 3001307, PATTERN NUMBER 101773BA, DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 X 42 BDS. P/N 3001342, PATTERN NUMBER 105699BA, DESCRIBED AS WEAR

16

REGISTERING AGENT

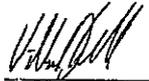
ADDRESS

17

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

CONTINUED...

41

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(c/ijfs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 41
(8634)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
614744289

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
013 14 20050503 0927 1793 5342

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

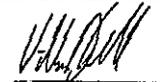
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL BLOCK, METAL ELVI, TYPE OF PATTERN 1 ON 2 - 30 X 42 BDS. P/N
14 COLLATERAL 3001345, PATTERN NUMBER 105699BB, DESCRIBED AS WEAR BLOCK, METAL
15 DESCRIPTION ELVI, TYPE OF PATTERN 1 ON 2 - 30 X 42 BDS. P/N 3001349, PATTERN

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cjtfs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 42
(8635)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744289

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	014	14		20050503 0927 1793 5342		

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

COLLATERAL CLASSIFICATION

10

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
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11

MOTOR VEHICLE

YEAR MAKE

MODEL

VIN

12

GENERAL COLLATERAL DESCRIPTION
NUMBER 105700BA, DESCRIBED AS WEAR BLOCK, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 48 X 80 BDS.

16

REGISTERING AGENT

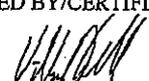
ADDRESS

17

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

CONTINUED...

43

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(01/15 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 43
(8636)

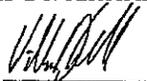
TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 7C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL MOTOR VEHICLE	REGISTRATION	REGISTERED
FILE NO.	NO. OR	PAGES	SCHEDULE	NUMBER
FILE NUMBER				UNDER
01	001	1	20100429 1016 1793 5022	
21	RECORD REFERENCED	614744289		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	WABI IRON & STEEL CORP.	
25	OTHER CHANGE			
26	REASON/ DESCRIPTION	THE SECURED PARTY HAS CHANGED ITS NAME FROM THE BABCOCK & WILCOX COMPANY TO BABCOCK & WILCOX POWER GENERATION GROUP, INC.		
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME		
06			ONTARIO CORPORATION NO.	
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	BABCOCK & WILCOX POWER GENERATION GROUP, INC.		
09	ADDRESS	20 VANBUREN AVENUE	BARBERTON	OH 44203
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			
13	COLLATERAL			
14	DESCRIPTION			
16	REGISTERING AGENT OR	AIRD & BERLIS LLP		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800	TORONTO ON M5J2T9

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

CONTINUED... 44

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 44
(8637)

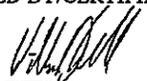
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION BILLING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20100429 1112 1793 5037	
21	RECORD REFERENCED	FILE NUMBER	614744289		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	WABI IRON & STEEL CORP.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSIDER	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	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	AIRD & BERLIS LLP			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800	TORONTO	ON M5J2T9

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

CONTINUED... 45

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)2/s 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 45
(8638)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744307

00

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	14		20050503 0931 1793 5343	F PPSA	5

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

03 DEBTOR NAME BUSINESS NAME WABI IRON & STEEL CORP.

03

04 ADDRESS 330 BROADWOOD AVENUE, P.O. BOX 1510 NEW LISKEARD ON P0J1P0 ONTARIO CORPORATION NO. 1013009

04

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

05

06 DEBTOR NAME BUSINESS NAME

06

07 ADDRESS ONTARIO CORPORATION NO.

07

08 SECURED PARTY / THE BABCOCK & WILCOX COMPANY

08

09 LIEN GUARANTEE ADDRESS 20 VANBUREN AVENUE BARBERTON OH 44203

09

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

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	VIN
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11

12 GENERAL COLLATERAL DESCRIPTION THIS FILING IS A NOTICE THAT THE BABCOCK & WILCOX COMPANY IS THE SOLE AND EXCLUSIVE OWNER OF ANY AND ALL PATTERNS AND DRAWINGS PROVIDED TO WABI IRON & STEEL CORP. FROM TIME TO TIME PURSUANT TO

13

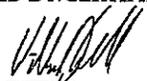
14 REGISTERING AGENT AIRD & BERLIS LLP
15 ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

16

17

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

CONTINUED... 46

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(ej)1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 46
(8639)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744307

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	14		20050503 0931 1793 5343		

DEBTOR NAME : [REDACTED] DATE OF BIRTH : [REDACTED] FIRST GIVEN NAME : [REDACTED] INITIAL : [REDACTED] SURNAME : [REDACTED]

BUSINESS NAME : [REDACTED]

ONTARIO CORPORATION NO. : [REDACTED]

ADDRESS : [REDACTED]

DEBTOR NAME : [REDACTED] DATE OF BIRTH : [REDACTED] FIRST GIVEN NAME : [REDACTED] INITIAL : [REDACTED] SURNAME : [REDACTED]

BUSINESS NAME : [REDACTED]

ONTARIO CORPORATION NO. : [REDACTED]

ADDRESS : [REDACTED]

SECURED PARTY / LIEN CLAIMANT : [REDACTED]

ADDRESS : [REDACTED]

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

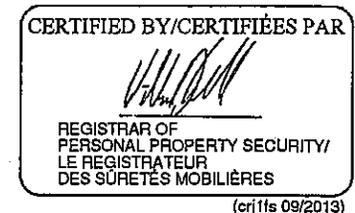
MOTOR VEHICLE : YEAR MAKE : [REDACTED] MODEL : [REDACTED] VIN : [REDACTED]

GENERAL COLLATERAL DESCRIPTION : THAT CERTAIN CASTING BLANKET AGREEMENT DATED JUNE 1, 2004 BY AND BETWEEN THE BABCOCK & WILCOX COMPANY AND WABI IRON & STEEL CORP. AS OF THE DATE OF THIS FILING, SUCH PATTERNS AND DRAWINGS ARE

REGISTERING AGENT : [REDACTED] ADDRESS : [REDACTED]

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

CONTINUED... 47



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 47
(8640)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE COURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744307

00

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	14		20050503 0931 1793 5343		

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

09

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

10

YEAR MAKE MODEL VIN

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION LOCATED ON SITE AT WABI IRON & STEEL CORP., 330 BROADWOOD AVENUE, NEW LISKEARD, ONTARIO P0J 1P0 AND INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING PATTERNS AND DRAWINGS. P/N 3001351, PATTERN NUMBER

13

REGISTERING AGENT

14

ADDRESS

15

16

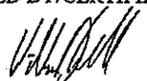
ADDRESS

17

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

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48

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cij)1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

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PAGE : 48
(8641)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM PC FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744307

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	14		20050503 0931 1793 5343		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

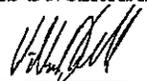
13 GENERAL 105700BB, DESCRIBED AS WEAR BLOCK, METAL ELVI, TYPE OF PATTERN 2 ON
14 COLLATERAL 2 - 48 X 80 BDS. P/N 3001675, PATTERN NUMBER 131499EA, DESCRIBED AS
15 DESCRIPTION DISTRIBUTOR, METAL ELVG. P/N 3001675, PATTERN NUMBER 131499EB,

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 49

CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 49
(8642)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
614744307

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
RATING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
005 14 20050503 0931 1793 5343

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.P.N.

12 VEHICLE

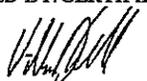
13 GENERAL DESCRIBED AS DISTRIBUTOR, METAL ELVG. P/N 3001677, PATTERN NUMBER
14 COLLATERAL 131500EA, DESCRIBED AS DISTRIBUTOR, METAL ELVG. P/N 3004089,
15 DESCRIPTION PATTERN NUMBER 219338BA, DESCRIBED AS WEAR BLOCK, METAL ELVI, TYPE

16 REGISTERING AGENT

17 ADDRESS

*** 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
(cj11s 09/2013)



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RUN NUMBER : 049
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ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 50
(8643)

TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: WABI IRON & STEEL CORP.
FILE CURRENCY: 17FEB 2015

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FILE NUMBER
614744307

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01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	006	14		20050503 0931 1793 5343		

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

04

ADDRESS

ONTARIO CORPORATION NO.

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY /

09

LIEN CLAIMANT

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE

AMOUNT

DATE OF

MATURITY

OR

NO. FIXED

MATURITY DATE

11

MOTOR

YEAR MAKE

MODEL

VIN

12

VEHICLE

13

GENERAL

OF PATTERN 3 ON 2 - 24 SQ BD. P/N 3004099, PATTERN NUMBER 219300BA,

14

COLLATERAL

DESCRIBED AS WEAR BLOCK, METAL ELVI, TYPE OF PATTERN 6 ON 30 SQ BD.

15

DESCRIPTION

P/N 3004100, PATTERN NUMBER 219301BA, DESCRIBED AS WEAR BLOCK,

16

REGISTERING

17

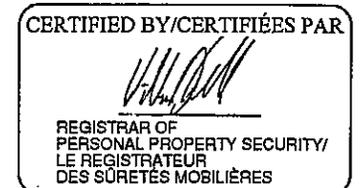
AGENT

ADDRESS

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

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(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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CERTIFICATE

REPORT : PSSR060
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(8644)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

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FILE NUMBER
614744307

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	007	14		20050503 0931 1793 5343		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

DEBTOR

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

DEBTOR

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY /

09

LIEN GUARANT

ADDRESS

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
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11

MOTOR

YEAR MAKE

MODEL

VIN

12

VEHICLE

13

GENERAL

METAL ELVI, TYPE OF PATTERN 3 ON 24 SQ BD. P/N 3004101, PATTERN

14

COLLATERAL

NUMBER 219302BA, DESCRIBED AS WEAR BLOCK, METAL ELVI, TYPE OF

15

DESCRIPTION

PATTERN 3 ON 24 SQ BD. P/N 3004102, PATTERN NUMBER 219303BA,

16

REGISTERING

17

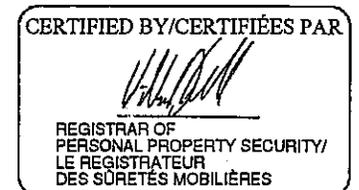
AGENT

ADDRESS

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

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(c/j11s 09/2013)



RUN NUMBER : 049
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PROVINCE OF ONTARIO
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REPORT : PSSR060
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(8645)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM TO FINANCING STATEMENT / CHATM FOR LIEN

00 FILE NUMBER
614744307

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
008 14 20050503 0931 1793 5343

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 STEVE CHAMANT ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL DESCRIBED AS WEAR BLOCK, METAL ELVI, TYPE OF PATTERN 1 ON 24 SQ BD.

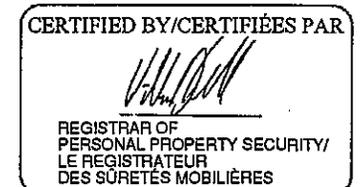
14 COLLATERAL P/N 3004103, PATTERN NUMBER 219304BA, DESCRIBED AS WEAR BLOCK,
15 DESCRIPTION METAL ELVI, TYPE OF PATTERN 1 ON 24 SQ BD. P/N 3007880, PATTERN

16 REGISTERING
17 AGENT ADDRESS

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

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(crj11s 09/2013)



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PROVINCE OF ONTARIO
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TYPE OF SEARCH : BUSINESS DEBTOR
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

04 BUSINESS NAME

05 ADDRESS

06 DATE OF BIRTH

07 FIRST GIVEN NAME

08 INITIAL

09 SURNAME

10 DEBTOR NAME

11 BUSINESS NAME

12 ADDRESS

13 DATE OF BIRTH

14 FIRST GIVEN NAME

15 INITIAL

16 SURNAME

17 SECURED PARTY / WHEN CLAIMANT

18 ADDRESS

19 COLLATERAL CLASSIFICATION

20 CONSUMER GOODS

21 INVENTORY

22 EQUIPMENT

23 ACCOUNTS

24 OTHER

25 MOTOR VEHICLE INCLUDED

26 AMOUNT

27 DATE OF MATURITY

28 NO. FIXED

29 Maturity DATE

30 MOTOR YEAR MAKE

31 VEHICLE MODEL

32 VIN

33 GENERAL COLLATERAL DESCRIPTION

34 REGISTERING AGENT

35 ADDRESS

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

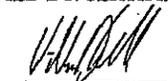
37

ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

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54

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

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PROVINCE OF ONTARIO
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TYPE OF SEARCH BUSINESS DEBTOR
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614744307

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	010	14		20050503 0931 1793 5343		

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LITEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.T.N.

12 VEHICLE

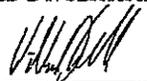
13 GENERAL 18 PLT. P/N 3010225, PATTERN NUMBER 157171DA, DESCRIBED AS
14 COLLATERAL DIFFUSER, METAL 300, TYPE OF PATTERN 1 ON 2 - 24 SQ BDS. P/N
15 DESCRIPTION 3010461, PATTERN NUMBER 3010461, DESCRIBED AS LNR THRT, METAL ELVI,

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 55

CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
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RUN NUMBER : 049
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PROVINCE OF ONTARIO
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(8648)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
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01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

BUSINESS NAME

03

ADDRESS

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ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	ADDRESS
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08

ADDRESS

09

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR MAKE	MODEL	VIN
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11

GENERAL DESCRIPTION

12

13 TYPE OF PATTERN 2 ON 2 - 30 SQ BDS. P/N 3010587, PATTERN NUMBER
14 COLLATERAL 167715BA, DESCRIBED AS PL THROAT, METAL ELVI, TYPE OF PATTERN 4 ON
15 DESCRIPTION VP BD. P/N 3010588, PATTERN NUMBER 167716BA, DESCRIBED AS PL

REGISTERING AGENT	ADDRESS
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16

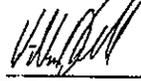
ADDRESS

17

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

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56

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj/1s 09/2013)

 Ontario

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RUN NUMBER : 049
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ID : 20150218110134.57

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CHAIN FOR LIEN

FILE NUMBER
614744307

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	012	14		20050503 0931 1793 5343		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

08

ADDRESS

09

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

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
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11

GENERAL

THROAT, METAL ELVI, TYPE OF PATTERN 4 ON VP BD. P/N 3010589,
PATTERN NUMBER 167718BA, DESCRIBED AS PL THROAT, METAL ELVI, TYPE
OF PATTERN 4 ON VP BD. P/N 3010601, PATTERN NUMBER 167771BA,

13

COLLATERAL
DESCRIPTION

14

REGISTERING
AGENT

15

ADDRESS

16

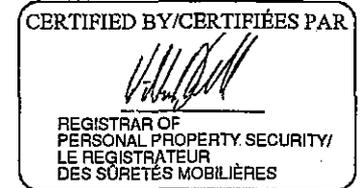
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17

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

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(c)11s 09/2013



RUN NUMBER : 049
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MINISTRY OF GOVERNMENT SERVICES
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(8650)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

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07

SECURED PARTY / LIEN CLAIMANT	ADDRESS
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08

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

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	VIN
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11

12

13 GENERAL DESCRIBED AS PL THROAT, METAL VAM20, TYPE OF PATTERN 3 ON 2 - 48 X

14 COLLATERAL DESCRIPTION

15

16 REGISTERING AGENT

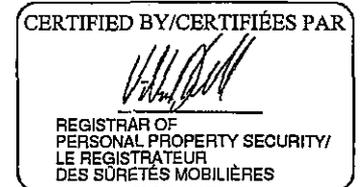
17

ADDRESS

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

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RUN NUMBER : 049
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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(8651)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

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FILE NUMBER
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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

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

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
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11

GENERAL DESCRIPTION

12

3010603, PATTERN NUMBER 167773BA, DESCRIBED AS PL THROAT, METAL VAM20, TYPE OF PATTERN 3 ON 2 - 48 X 80 BDS.

13

REGISTERING AGENT

14

ADDRESS

15

REGISTERING AGENT

16

ADDRESS

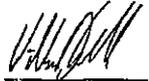
17

ADDRESS

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

CONTINUED...

59

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

 Ontario

171

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 59
(8652)

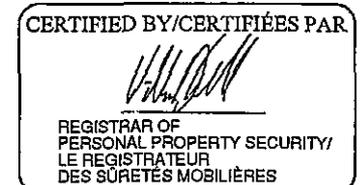
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION BILLING	PAGE NO.	TOTAL MOTOR VEHICLE REGISTRATION NUMBER	REGISTERED UNDER
01	001	20100429 1017 1793 5023	
21	FILE NUMBER	614744307	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME
24		WABI IRON & STEEL CORP.	
25	OTHER CHANGE REASON/ DESCRIPTION	THE SECURED PARTY HAS CHANGED ITS NAME FROM THE BABCOCK & WILCOX COMPANY TO BABCOCK & WILCOX POWER GENERATION GROUP, INC.	
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
03/06		BUSINESS NAME	BABCOCK & WILCOX POWER GENERATION GROUP, INC.
04/07	ADDRESS	20 VANBUREN AVENUE	BARBERTON ON 44203
29	ASSIGNOR SECURED PARTY/ LIEN CLAIMANT/ ASSIGNEE	BABCOCK & WILCOX POWER GENERATION GROUP, INC.	
08/09	ADDRESS	20 VANBUREN AVENUE	BARBERTON ON 44203
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE INVENTORY EQUIPMENT ACCOUNTS OTHER
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR MAKE MODEL	V. I. N.
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	AIRD & BERLIS LLP	181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 60



(crj2fs 09/2013)



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RUN NUMBER : 049
 RUN DATE : 2015/02/18
 ID : 20150218110134.57

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

REPORT : PSSR060
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 (8653)

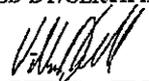
TYPE OF SEARCH BUSINESS DEBTOR
 SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
 FILE CURRENCY 17FEB 2015

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED PAGES SCHEDULE NUMBER UNDER	RENEWAL YEARS	CORRECT PERIOD
01	001	1	20100429 1113 1793 5038	
21	FILE NUMBER	614744307		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	5
23	REFERENCE DEBTOR / TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME INITIAL SURNAME	
24		WABI IRON & STEEL CORP.		
25	OTHER CHANGE REASON / DESCRIPTION			
02/05	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME		
03/06	DEBTOR / TRANSFEREE	BUSINESS NAME		
04/07	ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
08	ADDRESS			
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF NO FIXED
10	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR MAKE MODEL	V. I. N.	
12	REGISTERING AGENT OR	AIRD & BERLIS LLP		
13	SECURED PARTY/LIEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800	TORONTO ON M5J2T9

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

CONTINUED... 61

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(c) 21s 09/2013



1793

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 61
(8654)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744334

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	14		20050503 0935 1793 5344	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME WABI IRON & STEEL CORP.
04 ADDRESS 330 BROADWOOD AVENUE, P.O. BOX 1510 NEW LISKEARD ONTARIO CORPORATION NO. 1013009 ON P0J1P0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / THE BABCOCK & WILCOX COMPANY
09 LIEN CLAIMANT ADDRESS 20 VANBUREN AVENUE BARBERTON OH 44203

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

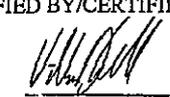
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL THIS FILING IS A NOTICE THAT THE BABCOCK & WILCOX COMPANY IS THE
14 COLLATERAL SOLE AND EXCLUSIVE OWNER OF ANY AND ALL PATTERNS AND DRAWINGS
15 DESCRIPTION PROVIDED TO WABI IRON & STEEL CORP. FROM TIME TO TIME PURSUANT TO

16 REGISTERING AIRD & BERLIS LLP
17 AGENT ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 62

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cij1fs 09/2013)



174

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 62
(8655)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744334

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01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	14		20050503 0935 1793 5344		

02

DEBTOR

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03

NAME

BUSINESS NAME

04

ADDRESS

ONTARIO CORPORATION NO.

05

DEBTOR

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

NAME

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY /

LITEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	-------------------------

10

11

MOTOR

YEAR MAKE MODEL VIN

12

VEHICLE

13

GENERAL

THAT CERTAIN CASTING BLANKET AGREEMENT DATED JUNE 1, 2004 BY AND BETWEEN THE BABCOCK & WILCOX COMPANY AND WABI IRON & STEEL CORP. AS OF THE DATE OF THIS FILING, SUCH PATTERNS AND DRAWINGS ARE

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

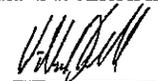
AGENT

ADDRESS

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

CONTINUED...

63

CERTIFIED BY / CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 63
(8656)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744334

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	14		20050503 0935 1793 5344		

01

DEBTOR NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

02

03

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DEBTOR NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE

10

MOTOR VEHICLE

YEAR MAKE

MODEL

V.I.N.

11

GENERAL

LOCATED ON SITE AT WABI IRON & STEEL CORP., 330 BROADWOOD AVENUE, NEW LISKEARD, ONTARIO P0J 1P0 AND INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING PATTERNS AND DRAWINGS. P/N 3010713, PATTERN NUMBER

13

COLLATERAL DESCRIPTION

16

REGISTERING AGENT

ADDRESS

17

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(rj1fs 09/2013)

 Ontario

176

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 64
(8657)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744334

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	14		20050503 0935 1793 5344		

01

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

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

11 MOTOR VEHICLE YEAR MAKE MODEL VIN

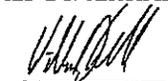
13 GENERAL COLLATERAL DESCRIPTION 188379CA, DESCRIBED AS PL THROAT, METAL ELVI, TYPE OF PATTERN 4 ON VP BD. P/N 3010714, PATTERN NUMBER 188380CA, DESCRIBED AS PL THROAT, METAL ELVI, TYPE OF PATTERN 4 ON VP BD. P/N 3017715,

16 REGISTERING AGENT ADDRESS

17

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

CONTINUED... 65

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

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(8658)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744334

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CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	14		20050503 0935 1793 5344		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN GRANTEE	ADDRESS
------------------------------	---------

08

ADDRESS

09

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

10

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

11

GENERAL COLLATERAL DESCRIPTION

12

PATTERN NUMBER 188381CA, DESCRIBED AS PL THROAT, METAL ELVI, TYPE OF PATTERN 4 ON VP BD. P/N 3010721, PATTERN NUMBER 188461CA, DESCRIBED AS DEFLECTOR, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 SQ

13

14

15

REGISTERING AGENT	ADDRESS
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16

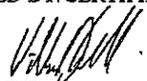
17

ADDRESS

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

CONTINUED...

66

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
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(8659)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR DEB

FILE NUMBER
614744334

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	006	14		20050503 0935 1793 5344		

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

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

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

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
CREDITOR CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED	NO. FIXED MATURITY DATE
----------------	---------------	--------	------------------	-----------	-------------------------

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

GENERAL COLLATERAL DESCRIPTION
BDS. P/N 3010722, PATTERN NUMBER 188463CA, DESCRIBED AS DEFLECTOR, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 SQ BDS. P/N 3010729, PATTERN NUMBER 188495CA, DESCRIBED AS DEFLECTOR, METAL ELVI, TYPE

REGISTERING AGENT

ADDRESS

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(e/11fs 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 67
(8660)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744334

00

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	007	14		20050503 0935 1793 5344		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

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

05

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	VIN
---------------	-----------	-------	-----

11

12

13 GENERAL OF PATTERN 2 ON - 30 SQ BDS. P/N 3010761, PATTERN NUMBER 188238BA,
14 COLLATERAL DESCRIBED AS PL THROAT, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 X
15 DESCRIPTION 38 BDS. P/N 3010762, PATTERN NUMBER 188239BA, DESCRIBED AS PL

16

17 REGISTERING AGENT

ADDRESS

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

CONTINUED...

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 049
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ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 68
(8661)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
614744334

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
008 14 20050503 0935 1793 5344

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V-T-N

12 VEHICLE

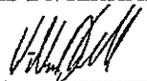
13 GENERAL THROAT, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 X 38 BDS.
14 COLLATERAL P/N 3010763, PATTERN NUMBER 188240BA, DESCRIBED AS PL THROAT,
15 DESCRIPTION METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 X 38 BDS.

16 REGISTERING AGENT ADDRESS

*** 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
(cij1fs 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 69
(8662)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744334

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	009	14		20050503 0935 1793 5344		

01

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

02

DEBTOR NAME

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

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

05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO. FIXED	MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	-----------	---------------

10

YEAR	MAKE	MODEL	VIN
------	------	-------	-----

11

MOTOR VEHICLE

12

GENERAL DESCRIPTION : P/N 3010873, PATTERN NUMBER 189691CC, DESCRIBED AS VALUE SEAT, METAL ELVI, TYPE OF PATTERN 1 ON 2 - 24 SQ BDS. P/N 3010874, PATTERN NUMBER 189691CE, DESCRIBED AS VALUE SEAT, METAL ELVI, TYPE

13

COLLATERAL DESCRIPTION

14

REGISTERING AGENT

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED...

70

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 70
(8663)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744334

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	010	14		20050503 0935 1793 5344		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

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

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO. FIXED	MATURITY DATE
----------	-------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	-----------	---------------

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

GENERAL COLLATERAL DESCRIPTION
OF PATTERN 1 ON 2 - 30 SQ BDS. P/N 3010875, PATTERN NUMBER 189691CF, DESCRIBED AS VALUE SEAT, METAL ELVI, TYPE OF PATTERN 1 ON 2 - 30 SQ BDS. P/N 3010876, PATTERN NUMBER 189691CG, DESCRIBED AS

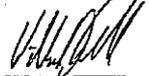
REGISTERING AGENT

ADDRESS

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

CONTINUED...

71

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 71
(8664)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM LC FINANCING STATEMENT / CLAIM FOR DEBT

FILE NUMBER
614744334

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	011	14		20050503 0935 1793 5344		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LITEN CLAIMANT	ADDRESS
--------------------------------	---------

08

ADDRESS

09

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	---------------------	-------------------------

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
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11

12

GENERAL COLLATERAL DESCRIPTION	VALUE
SEAT, METAL ELVI, TYPE OF PATTERN 1 ON 2 - 30 SQ BDS. P/N 3010878, PATTERN NUMBER 189691CJ, DESCRIBED AS VALUE SEAT, METAL ELVI, TYPE OF PATTERN 1 ON 2 - 36 SQ BDS. P/N 3010878, PATTERN	

13

14

15

REGISTERING AGENT	ADDRESS
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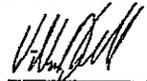
16

17

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

CONTINUED...

72

CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
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(8665)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744334

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	012	14		20050503 0935 1793 5344		

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT
ADDRESS

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

MOTOR VEHICLE
YEAR MAKE
MODEL
VIN

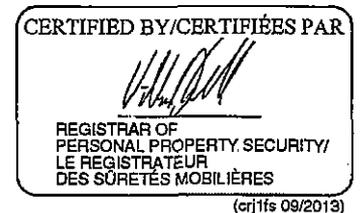
GENERAL COLLATERAL DESCRIPTION
NUMBER 189691CJF, DESCRIBED AS VALUE SEAT, METAL ELVI, TYPE OF PATTERN 1 ON 2 - 36 SQ BDS. P/N 3010917, PATTERN NUMBER 197042CA, DESCRIBED AS DEFLECTOR, METAL ELVI, TYPE OF PATTERN 2 ON 24 SQ BD.

REGISTERING AGENT
ADDRESS

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

CONTINUED...

73



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 73
(8666)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744334

00

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	013	14		20050503 0935 1793 5344		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

DEBTOR NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

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

05

DEBTOR NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
----------	-------	-----------	-----------	----------------	------------------------	--------	---------------------	-------------------------

10

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION
P/N 3010922, PATTERN NUMBER 198200CA, DESCRIBED AS GATE PYRITES, METAL ELVI, TYPE OF PATTERN 2 ON 14 X 18 BD. P/N 3010972, PATTERN NUMBER 20441BA, DESCRIBED AS WEAR PLATE, METAL ELVI. P/N 3011063,

REGISTERING AGENT

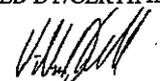
17

ADDRESS

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

CONTINUED...

74

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cj11fs 09/2013)



186

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 74
(8667)

TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: WABI IRON & STEEL CORP.
FILE CURRENCY: 17FEB 2015

FORM 1c FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744334

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	014	14		20050503 0935 1793 5344		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

DEBTOR NAME

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

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

05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

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

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	VIN
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11

GENERAL COLLATERAL DESCRIPTION

PATTERN NUMBER 3011063, DESCRIBED AS DIFFUSER, METAL ELVI. P/N 3011073, PATTERN NUMBER 30166AA, DESCRIBED AS LINER WEAR, METAL ELVI, TYPE OF PATTERN 1 ON 2 : 30 SQ BDS.

13

14

15

REGISTERING AGENT

16

ADDRESS

17

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

CONTINUED...

75

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

 Ontario

187

RUN NUMBER : 049
 RUN DATE : 2015/02/18
 ID : 20150218110134.57

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

REPORT : PSSR060
 PAGE : 75
 (8668)

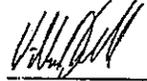
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
 FILE CURRENCY : 17FEB 2015

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION BILLING	PAGE NO	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20100429 1013 1793 5018	
21	RECORD REFERENCES	FILE NUMBER	614744334		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME		INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	WABI IRON & STEEL CORP.		
25	OTHER CHANGE REASON/ DESCRIPTION	THE SECURED PARTY HAS CHANGED ITS NAME FROM THE BABCOCK & WILCOX COMPANY TO BABCOCK & WILCOX POWER GENERATION GROUP, INC.			
02/ 05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/ 06	TRANSFEREE	BUSINESS NAME	ONTARIO CORPORATION NO		
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS	BABCOCK & WILCOX POWER GENERATION GROUP, INC.			
09	ADDRESS	20 VANBUREN AVENUE	BARBERTON	OH	44203
10	COLLATERAL CLASSIFICATION	CONSIDER	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				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR	AIRD & BERLIS LLP			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800	TORONTO	ON M5J2T9

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

CONTINUED... 76

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
 TIME CURRENCY : 17FEB 2015

FORM 20 PENDING CHANGE STATEMENT / CHANGE STATEMENT

CAPTION PAGE MOTOR VEHICLE REGISTRATION REGISTERED
 BILLING NO OF PAGES 001
 I 20100429 1114 1793 5039

RECORDED 61474434
 RENEWAL PERIOD CORRECT

PAGE AMENDED NO. SPGIFD PAGE AMENDED CHANGE REQUIRED
 22 5

REFERENCE FIRST GIVEN NAME INITIAL SURNAME
 23 WABI IRON & STEEL CORP.

DEBTOR/ TRANSFEROR
 24 BUSINESS NAME
 WABI IRON & STEEL CORP.

OTHER CHANGE REASON/ DESCRIPTION
 25 26 27 28

DEBTOR/ TRANSFEREE
 02/03/05 FIRST GIVEN NAME INITIAL SURNAME

04/07 ADDRESS
 06 03/05 BUSINESS NAME

ONTARIO CORPORATION NO.

ASSIGNOR SECURED PARTY/LEEN CLAIMANT/ASSIGNEE
 29 ADDRESS

COLLATERAL CLASSIFICATION ADDRESS
 08 09

CONSUMER MOTOR VEHICLE
 10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT APPLICABLE OR MONTHLY DATE
 11 12 13 14 15 16 17

MOTOR YEAR MAKE MODEL V.I.N.
 11 12 13 14 15 16 17

VEHICLE GENERAL CO. LIBERAL CO. LIBERAL
 12 13 14 15 16 17

RECORDING AGENT OR SECURED PARTY/LEEN CLAIMANT
 16 17

AIRD & BERRIS LLP 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 77 CONTINUED...

CERTIFIED BY/CERTIFIES PAR
 REGISTRATION OF PERSONAL PROPERTY SECURITY/
 LE REGISTREMENT DES BIENS MOBILIERES
 (01/21/09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 77
(8670)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744343

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CAPTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO	OF	SCHEDULE	NUMBER	UNDER	PERIOD
	001	15		20050503 0939 1793 5345	P PPSA	5

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR
NAME

BUSINESS NAME WABI IRON & STEEL CORP.

03

ONTARIO CORPORATION NO 1013009

04

ADDRESS 330 BROADWOOD AVENUE, P.O. BOX 1510 NEW LISKEARD

ON P0J1P0

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO

06

ADDRESS

SECURED PARTY / THE BABCOCK & WILCOX COMPANY

08

LIEN CLAIMANT

ADDRESS 20 VANBUREN AVENUE BARBERTON OH 44203

09

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

10

YEAR MAKE MODEL VIN

11

MOTOR
VEHICLE

GENERAL THIS FILING IS A NOTICE THAT THE BABCOCK & WILCOX COMPANY IS THE
14 COLLATERAL SOLE AND EXCLUSIVE OWNER OF ANY AND ALL PATTERNS AND DRAWINGS
15 DESCRIPTION PROVIDED TO WABI IRON & STEEL CORP. FROM TIME TO TIME PURSUANT TO

16 REGISTERING AIRD & BERLIS LLP

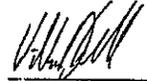
17

AGENT

ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 78

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 78
(8671)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR ITEN

FILE NUMBER
614744343

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	15		20050503 0939 1793 5345		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR WEAR MAKE MODEL

12 VEHICLE

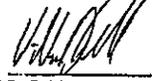
13 GENERAL THAT CERTAIN CASTING BLANKET AGREEMENT DATED JUNE 1, 2004 BY AND
14 COLLATERAL BETWEEN THE BABCOCK & WILCOX COMPANY AND WABI IRON & STEEL CORP.
15 DESCRIPTION AS OF THE DATE OF THIS FILING, SUCH PATTERNS AND DRAWINGS ARE

16 REGISTERING AGENT ADDRESS

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

CONTINUED...

79

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c/j1fs 09/2013)



101

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 79
(8672)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LTEN

FILE NUMBER
614744343

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01

SECTION	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	15		20050503 0939 1793 5345		

02
03

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

04

ADDRESS

ONTARIO CORPORATION NO.

05
06

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

07

ADDRESS

ONTARIO CORPORATION NO.

08
09

SECURED PARTY / LTEN CLAIMANT	ADDRESS

10

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

11
12

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

13
14
15

GENERAL COLLATERAL DESCRIPTION : LOCATED ON SITE AT WABI IRON & STEEL CORP., 330 BROADWOOD AVENUE, NEW LISKEARD, ONTARIO P0J 1P0 AND INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING PATTERNS AND DRAWINGS. P/N 3011766, PATTERN NUMBER

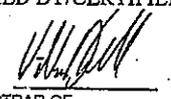
16
17

REGISTERING AGENT	ADDRESS

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

CONTINUED...

80

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crljfs 09/2013)

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 80
(8673)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744343

00

CAUTION FILING	BACP NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	15		20050503 0939 1793 5345		

01

02 DEBTOR
03 NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05 DEBTOR
06 NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY /
09 LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO. FIXED	DATE OF MATURITY
----------------	-----------	-----------	----------------	------------------------	--------	------------------	-----------	------------------

10

11 MOTOR
12 VEHICLE

YEAR MAKE

MODEL

V.I.N.

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

3011766, DESCRIBED AS LINER ELBOW, METAL ELVI, TYPE OF PATTERN 2 ON
2 - 30 SQ BDS. P/N 3012094, PATTERN NUMBER 42558CB, DESCRIBED AS
RELIEF GATE, METAL ELVI, TYPE OF PATTERN 2 ON 14 X 18 PLT. P/N

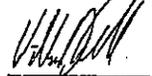
16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

81

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11fs 09/2013)

 Ontario

1-877-383-7333

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 81
(8674)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744343

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 005 15 20050503 0939 1793 5345

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

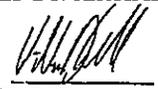
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL 3012257, PATTERN NUMBER 39431BA, DESCRIBED AS BLOCK WEAR, METAL
14 COLLATERAL ELVI, TYPE OF PATTERN 1 ON 2 - 30 X 36 BDS. P/N 3012258, PATTERN
15 DESCRIPTION NUMBER 39431BB, DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE OF

16 REGISTERING AGENT ADDRESS
17

*** 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
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RUN NUMBER : 049
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PROVINCE OF ONTARIO
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PAGE : 82
(8675)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744343

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	006	15		20050503 0939 1793 5345		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR NAME

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR NAME

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
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11 MOTOR VEHICLE

13 GENERAL DESCRIPTION: PATTERN 1 ON 2 - 30 X 36 BDS. P/N 3012271, PATTERN NUMBER 39432BA,
14 COLLATERAL DESCRIPTION: DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE OF PATTERN 1 ON 2 - 30 X
15 DESCRIPTION: 38 BDS. P/N 3012272, PATTERN NUMBER 39432BB, DESCRIBED AS BLOCK

16 REGISTERING AGENT

17 ADDRESS

*** 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

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RUN NUMBER : 049
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ID : 20150218110134.57

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

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TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

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FILE NUMBER
614744343

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	007	15		20050503 0939 1793 5345		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
CREDITOR NAME

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL WEAR, METAL ELVI, TYPE OF PATTERN 1 ON 2 - 30 X 38 BDS. P/N
14 COLLATERAL 3012273, PATTERN NUMBER 39433BA, DESCRIBED AS BLOCK WEAR, METAL
15 DESCRIPTION ELVI, TYPE OF PATTERN 2 ON V-P BD. P/N 3012274, PATTERN NUMBER

16 REGISTERING AGENT

17 ADDRESS

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

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84

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
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(crj1fs 09/2013)



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ID : 20150218110134.57

PROVINCE OF ONTARIO
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(8677)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
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CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	008	15		20050503 0939 1793 5345		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

DEBTOR NAME

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
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11

GENERAL COLLATERAL DESCRIPTION
39433BB, DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE OF PATTERN 2 ON V-P BD. P/N 3012275, PATTERN NUMBER 39434BA, DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE OF PATTERN 1 ON 2 - 30 SQ BDS. P/N 3012276.

13

REGISTERING AGENT

14

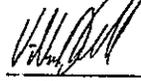
ADDRESS

15

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

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85

CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(c)11s 09/2013)



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PROVINCE OF ONTARIO
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TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

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01 009 15 20050503 0939 1793 5345

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
09 ITEM GUARANT

ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL PATTERN NUMBER 39434BB, DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE
14 COLLATERAL OF PATTERN 1 ON 2 - 30 SQ BDS. P/N 3012277, PATTERN NUMBER 39435BA,
15 DESCRIPTION DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE OF PATTERN 1 ON 2 - 30 SQ

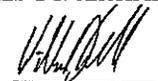
16 REGISTERING
17 AGENT

ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
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(8679)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

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FILE NUMBER
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CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED NUMBER	REGISTRATION PERIOD
	010	15		20050503 0939 1793 5345		

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE YEAR MAKE MODEL VIN

11

GENERAL COLLATERAL DESCRIPTION
BDS. P/N 3012278, PATTERN NUMBER 39435BB, DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE OF PATTERN 1 ON 2 - 30 SQ BDS. P/N 3012279, PATTERN NUMBER 39436BA, DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE

13

REGISTERING AGENT

14

ADDRESS

16

*** 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

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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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REPORT : PSSR060
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(8680)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

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FILE NUMBER
614744343

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	011	15		20050503 0939 1793 5345		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

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	VIN
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GENERAL DESCRIPTION OF PATTERN 2 ON V-P BD.
P/N 3012280, PATTERN NUMBER 39436BB, DESCRIBED AS BLOCK WEAR,
METAL ELVI, TYPE OF PATTERN 2 ON V-P BD. P/N 3012914, PATTERN

REGISTERING AGENT

ADDRESS

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

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CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orjifs 09/2013)



RUN NUMBER : 049
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ID : 20150218110134.57

PROVINCE OF ONTARIO
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(8681)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

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	012	15		20050503 0939 1793 5345		

DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
ILEEN CHATMAN

ADDRESS

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

MOTOR	YEAR	MAKE	MODEL	V.I.N.
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GENERAL COLLATERAL DESCRIPTION: NUMBER 56180BA, DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE OF PATTERN 2 ON 2 VP BD. P/N 3012917, PATTERN NUMBER 56180BB, DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE OF PATTERN 2 ON VP BD.

REGISTERING AGENT

ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
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DES SÛRETÉS MOBILIÈRES

(cr)1fs 09/2013)

RUN NUMBER : 049
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PROVINCE OF ONTARIO
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(8682)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03

03 NAME BUSINESS NAME

04

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

06 NAME BUSINESS NAME

07

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09

09 ADDRESS

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

10

11 MOTOR YEAR MAKE MODEL V.I.N.

12

12 VEHICLE

13 GENERAL P/N 3013063, PATTERN NUMBER 57777CB, DESCRIBED AS RELIEF GATE,
14 COLLATERAL METAL ELV, TYPE OF PATTERN 2 ON 14 X 18 PLT. P/N 3013068, PATTERN
15 DESCRIPTION NUMBER 57792CA, DESCRIBED AS RELIEF GATE, METAL ELVI, TYPE OF

16 REGISTERING AGENT

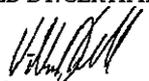
17

17 ADDRESS

*** 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

(c/j11s 09/2018)



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RUN NUMBER : 049
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ID : 20150218110134.57

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

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FILE NUMBER
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CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
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02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL PATTERN 2 ON 14 X 18 PLT. P/N 3013069, PATTERN NUMBER 4801DC,
14 COLLATERAL DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE OF PATTERN 2 ON VP HALF
15 DESCRIPTION BDS. P/N 3013073, PATTERN NUMBER 3013073, DESCRIBED AS RELIEF GATE,

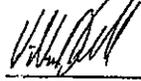
16 REGISTERING
17 AGENT

ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
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(cj/1fs 09/2013)



RUN NUMBER : 049
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ID : 20150218110134.57

PROVINCE OF ONTARIO
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TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: WABI IRON & STEEL CORP.
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FILE NUMBER
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CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
PIBING	NO	OF	SCHEDULE	NUMBER	UNDER	PERIOD
	015	15		20050503 0939 1793 5345		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL VEIN

12 VEHICLE

13 GENERAL METAL ELVI, TYPE OF PATTERN 2 ON 14 X 18 PLT.

14 COLLATERAL DESCRIPTION

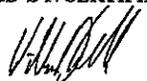
16 REGISTERING AGENT

17 ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
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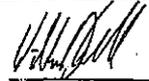
TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		SCHEDULE NUMBER UNDER
01	001	1 20100429 1015 1793 5021
21	FILE NUMBER	614744343
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
		CHANGE REQUIRED RENEWAL CORRECT
		A AMENDMENT YEARS PERIOD
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME WABI IRON & STEEL CORP.
25	OTHER CHANGE	
26	REASON/ DESCRIPTION	THE SECURED PARTY HAS CHANGED ITS NAME FROM THE BABCOCK & WILCOX COMPANY TO BABCOCK & WILCOX POWER GENERATION GROUP, INC.
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME
03/		
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	
	SECURED PARTY/ALIEN CLAIMANT/ASSIGNER	
08		BABCOCK & WILCOX POWER GENERATION GROUP, INC.
09	ADDRESS	20 VANBUREN AVENUE BARBERTON OH 44203
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED AMOUNT MATURITY OR MATURITY DATE
10		
11	MOTOR VEHICLE	YEAR MAKE MODEL V.I.N.
12	GENERAL COLLATERAL	
13	DESCRIPTION	
14	REGISTERING AGENT OR	AIRD & BERLIS LLP
15	SECURED PARTY/ALIEN CLAIMANT	ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

*** 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

(cij2fs 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

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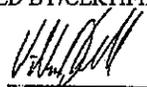
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
ELLING	NO	OF	SCHEDULE	NUMBER	UNDER
01	001	1		20100429 1111 1793 5035	
21	FILE NUMBER	614744343			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
			B RENEWAL	YEARS	PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	WABI IRON & STEEL CORP.		
25	OTHER CHANGE				
26	REASON				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS				ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LEEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
10	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	AIRD & BERLIS LLP			
17	SECURED PARTY/ LEEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800	TORONTO	ON M5J2T9

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

CONTINUED... 94

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744361

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	14		20050503 0944 1793 5346	P PFSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR NAME
03 BUSINESS NAME WABI IRON & STEEL CORP.

04 ADDRESS 330 BROADWOOD AVENUE, P.O. BOX 1510 NEW LISKEARD ONTARIO CORPORATION NO. 1013009 ON P0J1P0

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR NAME
06 BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT THE BABCOCK & WILCOX COMPANY

09 ADDRESS 20 VANBUREN AVENUE BARBERTON OH 44203

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

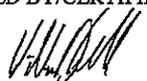
MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
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11 MOTOR VEHICLE
12 GENERAL COLLATERAL DESCRIPTION THIS FILING IS A NOTICE THAT THE BABCOCK & WILCOX COMPANY IS THE SOLE AND EXCLUSIVE OWNER OF ANY AND ALL PATTERNS AND DRAWINGS PROVIDED TO WABI IRON & STEEL CORP. FROM TIME TO TIME PURSUANT TO

13 REGISTERING AGENT AIRD & BERLIS LLP
14 ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

*** 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
(c1j1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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(8688)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744361

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	14		20050503 0944 1793 5346		

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR NAME

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR NAME

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION		AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
CONSUMER GOODS	MOTOR VEHICLE INCLUDED			

10

YEAR MAKE MODEL VIN

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION THAT CERTAIN CASTING BLANKET AGREEMENT DATED JUNE 1, 2004 BY AND BETWEEN THE BABCOCK & WILCOX COMPANY AND WABI IRON & STEEL CORP. AS OF THE DATE OF THIS FILING, SUCH PATTERNS AND DRAWINGS ARE

13

GENERAL COLLATERAL DESCRIPTION

14

REGISTERING AGENT

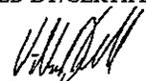
15

ADDRESS

16

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

CONTINUED... 96

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj11s 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 96
(8689)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744361

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CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
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	003	14		20050503 0944 1793 5346		

01

DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

DEBTOR	BUSINESS NAME
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03

DEBTOR	ADDRESS
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04

ONTARIO CORPORATION NO.

DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

DEBTOR	BUSINESS NAME
--------	---------------

06

DEBTOR	ADDRESS
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07

ONTARIO CORPORATION NO.

SECURED PARTY /	ADDRESS
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08

UTEN GUARANTY	ADDRESS
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09

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

10

MOTOR	YEAR	MAKE	MODEL	V.I.N.
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11

VEHICLE

12

GENERAL	DESCRIPTION
	LOCATED ON SITE AT WABI IRON & STEEL CORP., 330 BROADWOOD AVENUE, NEW LISKEARD, ONTARIO P0J 1P0 AND INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING PATTERNS AND DRAWINGS. P/N 3013076, PATTERN NUMBER

13

14

15

REGISTERING	ADDRESS
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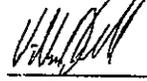
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17

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

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97

CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
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(crj1fs 09/2013)



609

RUN NUMBER : 049
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ID : 20150218110134.57

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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(8690)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
614744361

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
004 14 20050503 0944 1793 5346

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY

09 LIEN CLAIMANT

ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL 57795CA, DESCRIBED AS RELIEF GATE, METAL ELVI, TYPE OF PATTERN 2 ON

14 COLLATERAL 14 X 18 PLT. P/N 3013082, PATTERN NUMBER 57795CB, DESCRIBED AS

15 DESCRIPTION RELIEF GATE, METAL ELVI, TYPE OF PATTERN 2 ON 14 X 18 PLT. P/N

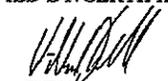
16 REGISTERING
AGENT

17 ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
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(crj1fs 09/2013)



RUN NUMBER : 049
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PROVINCE OF ONTARIO
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CERTIFICATE

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TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

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514744361

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
005 14 20050503 0944 1793 5346

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

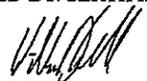
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL 3013118, PATTERN NUMBER 66403CA, DESCRIBED AS LINER CYC, METAL
14 COLLATERAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 SQ BDS. P/N 3013250, PATTERN
15 DESCRIPTION NUMBER 66403CB, DESCRIBED AS LINER CYC, METAL ELVI, TYPE OF PATTERN

16 REGISTERING
17 AGENT ADDRESS

*** 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
(c/j11fs 09/2013)



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RUN NUMBER : 049
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ID : 20150218110134.57

PROVINCE OF ONTARIO
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CERTIFICATE

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(8692)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744361

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FEILING	NO	OF	SCHEDULE	NUMBER	UNDER	PERIOD
	006	14		20050503 0944 1793 5346		

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

10

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

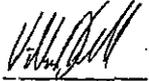
13 GENERAL 2 ON 2 - 30 SQ BDS. P/N 3013856, PATTERN NUMBER 8231DA, DESCRIBED
14 COLLATERAL AS WEAR BLOCK, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 X 38 BDS.
15 DESCRIPTION P/N 3013900, PATTERN NUMBER 300722CA, DESCRIBED AS COV, METAL ELVI,

16 REGISTERING
17 AGENT

ADDRESS

*** 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

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RUN DATE : 2015/02/18
ID : 20150218110134.57

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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CERTIFICATE

REPORT : PSSR060
PAGE : 100
(8693)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 10 FINANCING STATEMENT / CHATM FOR LITEN

FILE NUMBER
614744361

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01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
PIBING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
007 14 20050503 0944 1793 5346

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

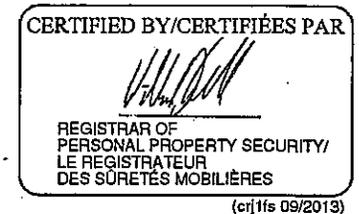
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL TYPE OF PATTERN 2 ON 24 SQ BD. P/N 3013901, PATTERN NUMBER 83291C,
14 COLLATERAL DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 SQ
15 DESCRIPTION BDS. P/N 3014264, PATTERN NUMBER 88730A, DESCRIBED AS TUBE PROT,

16 REGISTERING
17 AGENT ADDRESS

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

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ID : 20150218110134.57

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

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(8694)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM LC FINANCING STATEMENT / CHATM FOR LLEN

FILE NUMBER
614744361

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CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	008	14		20050503 0944 1793 5346		

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY /
LLEN CHATMANT

08

ADDRESS

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

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

GENERAL COLLATERAL DESCRIPTION
METAL ELVI, TYPE OF PATTERN 2 ON 2 - 24 SQ BDS. P/N 3014266,
PATTERN NUMBER 88730B, DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF
PATTERN 2 ON 2 - 24 SQ BDS. P/N 3014369, PATTERN NUMBER 3014369,

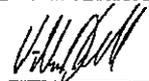
16 REGISTERING AGENT

17

ADDRESS

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

CONTINUED... 102

CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c/ijfs 09/2013)

RUN NUMBER : 049
RUN DATE* : 2015/02/18
ID : 20150218110134.57

PROVINCE OF ONTARIO
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(8695)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744361

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	009	14		20050503 0944 1793 5346		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

03

ADDRESS

04

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

06

ADDRESS

07

SECURED PARTY / LIEN CLAIMANT

ADDRESS

08

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED	NO. FIXED MATURITY DATE
----------------	---------------	--------	------------------	-----------	-------------------------

10

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11

MOTOR VEHICLE

13 GENERAL DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 24 SQ
14 COLLATERAL BDS. P/N 3019564, PATTERN NUMBER 161175DA, DESCRIBED AS THROAT
15 DESCRIPTION SEGMENT, METAL ELVI, TYPE OF PATTERN 4 ON 2 - 48 X 80 BDS. P/N

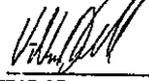
16 REGISTERING AGENT

ADDRESS

17

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

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(crj11s 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 103
(8696)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LTEN

FILE NUMBER
614744361

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CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD
	010	14		20050503 0944 1793 5346		

01

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02

DEBTOR
NAME

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05

DEBTOR
NAME

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY /
LTEN CLAIMANT

08

ADDRESS

09

COLLATERAL CLASSIFICATION

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

10

YEAR MAKE MODEL V.I.P.N.

11

MOTOR
VEHICLE

GENERAL 3020483, PATTERN NUMBER 300722CB, DESCRIBED AS COV TABLE, METAL
COLLATERAL ELVI, TYPE OF PATTERN 2 ON 24 SQ BD. P/N 3020484, PATTERN NUMBER
DESCRIPTION 300722CC, DESCRIBED AS COV TABLE, METAL ELVI, TYPE OF PATTERN 2 ON

REGISTERING
AGENT

16

ADDRESS

17

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

CONTINUED... 104

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

 Ontario

016

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 104
(8697)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744361

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 011 14 20050503 0944 1793 5346

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL 24 SQ BD. P/N 3020485, PATTERN NUMBER 300722CD, DESCRIBED AS COV
14 COLLATERAL TABLE, METAL ELVI, TYPE OF PATTERN 2 ON 24 SQ BD..P/N 3024595,
15 DESCRIPTION PATTERN NUMBER 300727CC, DESCRIBED AS SEG COV, METAL ELVI, TYPE OF

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 105

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 105
(8698)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744361

00

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	012	14		20050503 0944 1793 5346		

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CHAINANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

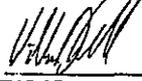
13 GENERAL PATTERN 2 ON 2 - 30 SQ BDS. P/N 3027497, PATTERN NUMBER 300024CA,
14 COLLATERAL DESCRIBED AS COV TABLE, METAL ELVI, TYPE OF PATTERN 1 ON 14 X 18
15 DESCRIPTION BD. P/N 3027499, PATTERN NUMBER 300024CA, DESCRIBED AS COV TABLE,

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 106

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



218

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 106
(8699)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744361

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	013	14		20050503 0944 1793 5346		

01

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09

ADDRESS

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

10

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12

13 GENERAL DESCRIPTION METAL ELVI, TYPE OF PATTERN 1 ON 14 X 18 BD. P/N 3034766, PATTERN
14 COLLATERAL DESCRIPTION NUMBER 210602CA, DESCRIBED AS DEFLECTOR, METAL ELVI, TYPE OF
15 REGISTERING AGENT PATTERN 1 ON 14 X 18 BD. P/N 3038832, PATTERN NUMBER 167013DA,

16

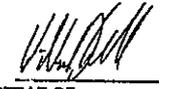
REGISTERING AGENT

17

ADDRESS

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

CONTINUED... 107

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 107
(8700)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744361

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 014 14 20050503 0944 1793 5346

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL DESCRIBED AS THROAT SEG MPS89, METAL ELVI, TYPE OF PATTERN 4 ON 2 -
14 COLLATERAL 48 X 80 BDS. P/N 3051631, PATTERN NUMBER 300727CD, DESCRIBED AS COV
15 DESCRIPTION TABLE, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 SQ BDS.

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 108

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(aj11fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 108
(8701)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION BELLING	PAGE NO. OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER						
01	001	1	20100429 1017 1793 5024							
21	FILE NUMBER	614744361								
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD					
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME					
24		WABI IRON & STEEL CORP.								
25	OTHER CHANGE REASON DESCRIPTION	THE SECURED PARTY HAS CHANGED ITS NAME FROM THE BABCOCK & WILCOX COMPANY TO BABCOCK & WILCOX POWER GENERATION GROUP, INC.								
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME					
03/06		BUSINESS NAME	BABCOCK & WILCOX POWER GENERATION GROUP, INC.							
04/07	ADDRESS	20 VANBUREN AVENUE	BARBERTON	ONTARIO CORPORATION NO.	OH 44203					
29	ASSIGNOR SECURED PARTY/LTEN CLAIMANT/ASSIGNEE									
08	ADDRESS									
09	COLLATERAL CLASSIFICATION									
10	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR	MAKE	MODEL	V. I. N.					
16	REGISTERING AGENT OR SECURED PARTY/LTEN CLAIMANT	ADDRESS	AIRD & BERLIS LLP	181 BAY STREET, SUITE 1800	TORONTO	ON	M5J2T9			

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

CONTINUED... 109

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



221

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 109
(8702)

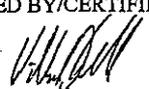
TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION BILLING	PAGE NO. OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	001	1	20100429 1117 1793 5042			
21	RECORD REFERENCED	FILE NUMBER 614744361				
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL		5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME WABI IRON & STEEL CORP.				
25	OTHER CHANGE REASON/ DESCRIPTION					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR/ TRANSFEREE	BUSINESS NAME				
06						ONTARIO CORPORATION NO.
04/07		ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08		ADDRESS				
09	COLLATERAL CLASSIFICATION					
10	CONSIDER	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 DESCRIPTION					
13	REGISTERING AGENT OR	AIRD & BERLIS LLP				
14	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 181 BAY STREET, SUITE 1800	TORONTO	ON	M5J2T9	

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

CONTINUED... 110

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cij21s 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 110
(8703)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744415

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	15		20050503 0948 1793 5347	P PPSA	5

DEBTOR NAME : [REDACTED] BUSINESS NAME : WABI IRON & STEEL CORP.
DATE OF BIRTH : [REDACTED] FIRST GIVEN NAME : [REDACTED] INITIAL : [REDACTED] SURNAME : [REDACTED]

ADDRESS : 330 BROADWOOD AVENUE, P.O. BOX 1510 NEW LISKEARD ON P0J1P0
ONTARIO CORPORATION NO. 1013009

DEBTOR NAME : [REDACTED] BUSINESS NAME : [REDACTED]
DATE OF BIRTH : [REDACTED] FIRST GIVEN NAME : [REDACTED] INITIAL : [REDACTED] SURNAME : [REDACTED]

ADDRESS : [REDACTED] ONTARIO CORPORATION NO. : [REDACTED]

SECURED PARTY / LIEN GRANTOR : THE BABCOCK & WILCOX COMPANY
ADDRESS : 20 VANBUREN AVENUE BARBERTON OH 44203

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

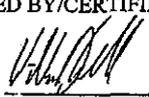
MOTOR VEHICLE : YEAR MAKE [REDACTED] MODEL [REDACTED] VIN [REDACTED]

GENERAL COLLATERAL DESCRIPTION : THIS FILING IS A NOTICE THAT THE BABCOCK & WILCOX COMPANY IS THE SOLE AND EXCLUSIVE OWNER OF ANY AND ALL PATTERNS AND DRAWINGS PROVIDED TO WABI IRON & STEEL CORP. FROM TIME TO TIME PURSUANT TO

REGISTERING AGENT : AIRD & BERLIS LLP
ADDRESS : 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 111

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 111
(8704)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744415

00

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	15		20050503 0948 1793 5347		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

02

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

05

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LITEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

10

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

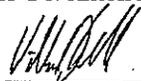
13 GENERAL THAT CERTAIN CASTING BLANKET AGREEMENT DATED JUNE 1, 2004 BY AND
14 COLLATERAL BETWEEN THE BABCOCK & WILCOX COMPANY AND WABI IRON & STEEL CORP.
15 DESCRIPTION AS OF THE DATE OF THIS FILING, SUCH PATTERNS AND DRAWINGS ARE

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED . . . 112

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cij/1s 09/2013)



224

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 112
(8705)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744415

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	003	15		20050503 0948 1793 5347		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

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

05

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	ADDRESS
-------------------------------	---------

08

ADDRESS

09

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
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11

GENERAL COLLATERAL DESCRIPTION

12

LOCATED ON SITE AT WABI IRON & STEEL CORP., 330 BROADWOOD AVENUE, NEW LISKEARD, ONTARIO P0J 1P0 AND INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING PATTERNS AND DRAWINGS. P/N 3052265, PATTERN NUMBER

13

REGISTERING AGENT

14

ADDRESS

15

ADDRESS

16

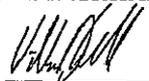
ADDRESS

17

ADDRESS

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

CONTINUED... 113

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 113
(8706)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
614744415

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
004 15 20050503 0946 1793 5347

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL 157171DA, DESCRIBED AS DIFFUSER, METAL ELVI, TYPE OF PATTERN 1 ON 2
14 COLLATERAL - 24 SQ BDS. P/N 3058714, PATTERN NUMBER 167045DA, DESCRIBED AS
15 DESCRIPTION THROAT SEGMENT, METAL ELVI, TYPE OF PATTERN 4 ON 2 - 48 X 80 BDS.

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 114

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 114
(8707)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744415

00

CATION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	15		20050503 0948 1793 5347		

01

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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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 /
LITEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED	DATE
----------------	---------------	--------	------------------	-----------	------

10

YEAR	MAKE	MODEL	VIN
------	------	-------	-----

11

MOTOR VEHICLE

12

GENERAL COLLATERAL DESCRIPTION
P/N 3092830, PATTERN NUMBER 42558CB, DESCRIBED AS RELIEF GATE,
METAL VAM20, TYPE OF PATTERN 2 ON 14 X 18 PLT. P/N 4512924, PATTERN
NUMBER 42558CA, DESCRIBED AS RELIEF GATE, METAL VAM20, TYPE OF

13

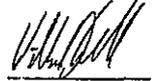
REGISTERING AGENT

ADDRESS

17

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

CONTINUED... 115

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c/11/09/2013)



227

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 115
(8708)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744415

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	006	15		20050503 0948 1793 5347		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	ADDRESS
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08

ADDRESS

09

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO. FIXED	DATE
----------------	---------------	--------	------------------	-----------	------

10

YEAR MAKE	MODEL	V.I.N.
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11

MOTOR VEHICLE

12

GENERAL DESCRIPTION
PATTERN 2 ON 14 X 18 PLT. P/N 4542755, PATTERN NUMBER 4309CC, DESCRIBED AS RELIEF GATE, METAL VAM20, TYPE OF PATTERN 2 ON 14 X 18 BD. P/N 4560139, PATTERN NUMBER 57777CC, DESCRIBED AS RELIEF GATE,

13

14

15

REGISTERING AGENT	ADDRESS
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16

17

ADDRESS

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

CONTINUED... 116

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)1fs 09/2019

 Ontario

228

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 116
(8709)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744415

00

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	007	15		20050503 0948 1793 5347		

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

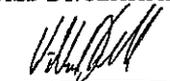
13 GENERAL METAL VAM20, TYPE OF PATTERN 2 ON 14 X 18 PLT. P/N 4651763, PATTERN
14 COLLATERAL NUMBER 4651763, DESCRIBED AS DIFFUSER, METAL ELVI, TYPE OF PATTERN
15 DESCRIPTION 1 ON 2 - 24 SQ BDS..P/N 4652449, PATTERN NUMBER 4652449, DESCRIBED

16 REGISTERING AGENT ADDRESS

17

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

CONTINUED... 117

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



0229

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 117
(8710)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LTRN

FILE NUMBER
614744415

00

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 008 15 20050503 0948 1793 5347

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LITEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL AS VANE, METAL ELVI, TYPE OF PATTERN 3 ON 2 - 30 SQ BDS. P/N
14 COLLATERAL 4652450, PATTERN NUMBER 4652450, DESCRIBED AS VANE, METAL VAM20,
15 DESCRIPTION TYPE OF PATTERN 3 ON 2 - 30 SQ BDS. P/N 4658796, PATTERN NUMBER

16 REGISTERING
AGENT

17 ADDRESS

*** 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

(cr)1fs 09/2013

 Ontario

230

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

PROVINCE OF ONTARIO
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CERTIFICATE

REPORT : PSSR060
PAGE : 118
(8711)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744415

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01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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02

03

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17

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / LITEN CLAIMANT

ADDRESS

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 VIN

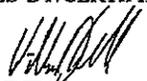
GENERAL COLLATERAL DESCRIPTION 4658796, DESCRIBED AS UPPER THROAT SEGMENT, METAL VAM20, TYPE OF PATTERN 4 ON 2 48 X 80 BDS. P/N 4658797, PATTERN NUMBER 4658797, DESCRIBED AS UPPER THROAT SEGMENT, METAL ELVI, TYPE OF PATTERN 4

REGISTERING AGENT

ADDRESS

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

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CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(cij1fs 09/2013)



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RUN DATE : 2015/02/18
ID : 20150218110134.57

PROVINCE OF ONTARIO
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CERTIFICATE

REPORT : PSSR060
PAGE : 119
(8712)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744415

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	010	15		20050503 0948 1793 5347		

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

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

SECURED PARTY / LIEN CLAIMANT : ADDRESS :

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 : VIN :

GENERAL COLLATERAL DESCRIPTION : ON 2 48 X 80 BDS. P/N 4683030, PATTERN NUMBER 4683030, DESCRIBED AS THROAT VANE, METAL VAM20, TYPE OF PATTERN 2 ON 2 - 30 SQ BDS. P/N 4683045, PATTERN NUMBER 4683045, DESCRIBED AS THROAT VANE, METAL

REGISTERING AGENT : ADDRESS :

*** 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
(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSR060
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(8713)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
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CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	011	15		20050503 0948 1793 5347		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LITEN CLAIMANT	ADDRESS
--------------------------------	---------

08

ADDRESS

09

COLLATERAL CLASSIFICATION

10

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.
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11

GENERAL COLLATERAL DESCRIPTION	DESCRIPTION
	ELVI, TYPE OF PATTERN 2 ON 2 - 30 SQ BDS. P/N 7000137, PATTERN NUMBER 4309CA, DESCRIBED AS RELIEF GATE, METAL ELVI, TYPE OF PATTERN 2 ON 14 X 18 BD. P/N 7001146, PATTERN NUMBER 4309CB,

13

REGISTERING AGENT	ADDRESS
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16

ADDRESS

17

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

CONTINUED... 121

CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 121
(8714)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR ITEM

FILE NUMBER
614744415

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CAUTION BILLING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	012	15		20050503 0948 1793 5347		

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME

BUSINESS NAME

ONTARIO CORPORATION NO:

04

ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO:

07

ADDRESS

08 SECURED PARTY / UTEN CLAIMANT

09

ADDRESS

COLLATERAL CLASSIFICATION

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL DESCRIBED AS RELIEF GATE, METAL ELVI, TYPE OF PATTERN 2 ON 14 X 18
14 COLLATERAL BD. P/N 7001862, PATTERN NUMBER 57777CA, DESCRIBED AS RELIEF GATE,
15 DESCRIPTION METAL ELVI, TYPE OF PATTERN 2 ON 14 X 18 FLT. P/N 7001864, PATTERN

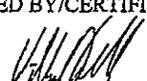
16 REGISTERING AGENT

17

ADDRESS

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

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
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RUN DATE : 2015/02/18
ID : 20150218110134.57

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(8715)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744415

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CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	013	15		20050503 0948 1793 5347		

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER GOODS MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL NUMBER 42558CA, DESCRIBED AS RELIEF GATE, METAL ELVI, TYPE OF
14 COLLATERAL PATTERN 2 ON 14 X 18 PLT. P/N 8000153, PATTERN NUMBER 8000153,
15 DESCRIPTION DESCRIBED AS SEG UPPER THROAT, METAL VAM20 TYPE OF PATTERN 4 ON 2

16 REGISTERING AGENT ADDRESS

17

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

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CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)



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RUN DATE : 2015/02/18
ID : 20150218110134.57

PROVINCE OF ONTARIO
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
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(8716)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR FIDELITY

FILE NUMBER
614744415

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01

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	014	15		20050503 0948 1793 5347		

02

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

05

DEBTOR

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY

09

LIEN GUARANT

ADDRESS

10

COLLATERAL CLASSIFICATION

CONSUMER

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

MOTOR VEHICLE

INCLUDED

AMOUNT

DATE OF

MATURITY

OR

NO FIXED

MATURITY DATE

11

MOTOR

YEAR MAKE

MODEL

VEHICLE

12

VEHICLE

13

GENERAL

48 X 80 BDS. P/N 8003181 189691CD DESCRIBED AS VALVE SEAT METAL

14

COLLATERAL

ELVI, TYPE OF PATTERN 1 ON 2 - 24 SQ BDS. PATTERN NUMBER 3322DV,

15

DESCRIPTION

DESCRIBED AS HOUSING UNIT, METAL ELVI, TYPE OF PATTERN 4 ON

16

REGISTERING

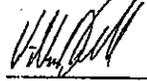
17

AGENT

ADDRESS

*** 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

(crj1fs 09/2013)

 Ontario

336

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 124
(8717)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR FLEN

FILE NUMBER
614744415

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CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	015	15		20050503 0948 1793 5347		

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.P.N.

12 VEHICLE

13 GENERAL V-PROCESS BD.

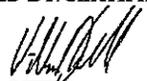
14 COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

*** 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

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2015

RUN NUMBER : 049
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ID : 20150218110134.57

PROVINCE OF ONTARIO
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CERTIFICATE

REPORT : PSSR060
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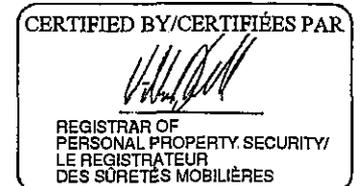
TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20100429 1014 1793 5019	
21	FILE NUMBER	614744415			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE DEBTOR / TRANSFEROR	BUSINESS NAME	WABI IRON & STEEL CORP.	FIRST GIVEN NAME INITIAL SURNAME	
25	OTHER CHANGE REASON / DESCRIPTION	THE SECURED PARTY HAS CHANGED ITS NAME FROM THE BABCOCK & WILCOX COMPANY TO BABCOCK & WILCOX POWER GENERATION GROUP, INC.			
02/05	DEBTOR / TRANSFERRED	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME		
03/06	TRANSFERRED	BUSINESS NAME			ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	BABCOCK & WILCOX POWER GENERATION GROUP, INC.		
08	ADDRESS	20 VANBUREN AVENUE	BARBERTON	OH	44203
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V. I. N.	
16	REGISTERING AGENT OR	AIRD & BERLIS LLP			
17	SECURED PARTY / LIEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800	TORONTO	ON M5J2T9

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

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(cr)2fs 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

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(8719)

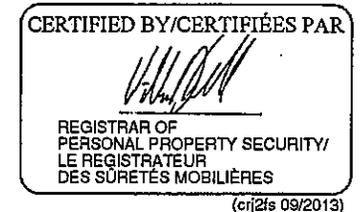
TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO OF	TOTAL MOTOR VEHICLE REGISTRATION TOTAL OF PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1	20100429 1111 1793 5036	
21	FILE NUMBER	614744415		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5 CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR / TRANSFEROR	BUSINESS NAME	WABI IRON & STEEL CORP.	
25	OTHER CHANGE REASON / DESCRIPTION			
02/05	DEBTOR / TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
03/06	DEBTOR / TRANSFEREE	BUSINESS NAME		
04/07	ADDRESS	ONTARIO CORPORATION NO.		
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNER		
08	ADDRESS			
09	COLLATERAL CLASSIFICATION			
10	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
12	GENERAL COLLATERAL DESCRIPTION			
13	REGISTERING AGENT OR	AIRD & BERLIS LLP		
14	SECURED PARTY / LIEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800	TORONTO ON M5J2T9

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

CONTINUED... 127



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 127
(8720)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744433

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	11		20050503 0952 1793 5348	P PPSA	5

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

03 BUSINESS NAME : WABI IRON & STEEL CORP.

04

ADDRESS : 330 BROADWOOD AVENUE, P.O. BOX 1510 NEW LISKEARD ONTARIO CORPORATION NO. 1013009 ON P0J1P0

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

05

06 BUSINESS NAME

07

ADDRESS : ONTARIO CORPORATION NO.

08 SECURED PARTY / THE BABCOCK & WILCOX COMPANY

09

ADDRESS : 20 VANBUREN AVENUE BARBERTON OH 44203

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

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
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11

12

13 GENERAL COLLATERAL DESCRIPTION : THIS FILING IS A NOTICE THAT THE BABCOCK & WILCOX COMPANY IS THE SOLE AND EXCLUSIVE OWNER OF ANY AND ALL PATTERNS AND DRAWINGS PROVIDED TO WABI IRON & STEEL CORP. FROM TIME TO TIME PURSUANT TO

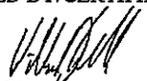
16 REGISTERING AGENT : AIRD & BERLIS LLP

17

ADDRESS : 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 128

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(crj11s 09/2013)



240

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 128
(8721)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744433

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 002 11 20050503 0952 1793 5348

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

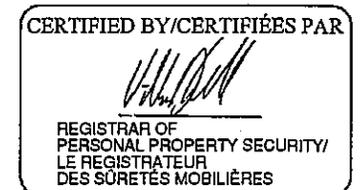
13 GENERAL THAT CERTAIN CASTING BLANKET AGREEMENT DATED JUNE 1, 2004 BY AND
14 COLLATERAL BETWEEN THE BABCOCK & WILCOX COMPANY AND WABI IRON & STEEL CORP.
15 DESCRIPTION AS OF THE DATE OF THIS FILING, SUCH PATTERNS AND DRAWINGS ARE

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 129



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 129
(8722)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
614744433

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 11 20050503 0952 1793 5348

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT

ADDRESS

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

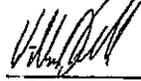
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL LOCATED ON SITE AT WABI IRON & STEEL CORP., 330 BROADWOOD AVENUE,
14 COLLATERAL NEW LISKEARD, ONTARIO P0J 1P0 AND INCLUDE, BUT ARE NOT LIMITED TO,
15 DESCRIPTION THE FOLLOWING PATTERNS AND DRAWINGS. PATTERN NUMBER 4309CD,

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 130

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11s 09/2013)

 Ontario

242

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 130
(8723)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744433

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01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	11		20050503 0952 1793 5348		

02

DEBTOR NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

03

BUSINESS NAME

04

ADDRESS

ONTARIO CORPORATION NO.

05

DEBTOR NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

06

BUSINESS NAME

07

ADDRESS

ONTARIO CORPORATION NO.

08

SECURED PARTY / LIEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO. FIXED	MATURITY DATE
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11

MOTOR VEHICLE

YEAR MAKE

MODEL

V.I.N.

12

13

GENERAL

DESCRIBED AS RELIEF GATE, METAL VAM20, TYPE OF PATTERN 2 ON 14 X 18

14

COLLATERAL

BD. PATTERN NUMBER 57777CD, DESCRIBED AS RELIEF GATE, METAL VAM20,

15

DESCRIPTION

TYPE OF PATTERN 2 ON 14 X 18 PLT. PATTERN NUMBER 83291D, DESCRIBED

16

REGISTERING AGENT

17

ADDRESS

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

CONTINUED... 131

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 131
(8724)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744433

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	005	11		20050503 0952 1793 5348		

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME ONTARIO CORPORATION NO.
04 ADDRESS

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

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

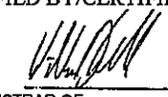
11 MOTOR VEHICLE YEAR MAKE MODEL V.T.N.

13 GENERAL AS TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 SQ BDS.
14 COLLATERAL PATTERN NUMBER 89108A, DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF
15 DESCRIPTION PATTERN 2 ON 2 - 30 SQ BDS. PATTERN NUMBER 89108B, DESCRIBED AS

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 132

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(ej11s 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 132
(8725)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744433

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01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	006	11		20050503 0952 1793 5348		

02

03

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13

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15

16

17

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY DATE
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MOTOR YEAR MAKE MODEL VIN

VEHICLE

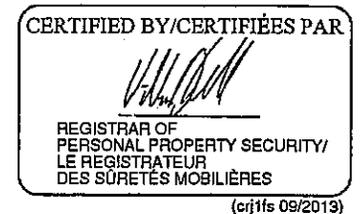
GENERAL TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 SQ BDS. PATTERN
COLLATERAL NUMBER 89108C, DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN
DESCRIPTION 2 ON 2 - 30 SQ BDS. PATTERN NUMBER 89108E, DESCRIBED AS TUBE PROT,

REGISTERING AGENT

ADDRESS

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

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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 133
(8726)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM TO FINANCING STATEMENT / CLAIM FOR ITEN

FILE NUMBER
614744433

00

CAPTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILE NO.	NO.	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
	007	11		20050503 0952 1793 5348		

01

DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

DEBTOR	BUSINESS NAME
--------	---------------

03

DEBTOR	ADDRESS
--------	---------

04

ONTARIO CORPORATION NO.

DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05

DEBTOR	BUSINESS NAME
--------	---------------

06

DEBTOR	ADDRESS
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07

ONTARIO CORPORATION NO.

SECURED PARTY /	ADDRESS
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08

LIEN CLAIMANT	ADDRESS
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09

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

10

MOTOR	YEAR	MAKE	MODEL	VIN
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11

VEHICLE

12

GENERAL	METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 SQ BDS. PATTERN NUMBER 89108F, DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2
COLLATERAL	- 30 SQ BDS. PATTERN NUMBER 89108G, DESCRIBED AS TUBE PROT, METAL
DESCRIPTION	

13

14

15

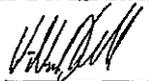
REGISTERING	ADDRESS
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16

17

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

CONTINUED... 134

CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 134
(8727)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744433

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CATION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	008	11		20050503 0952 1793 5348		

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

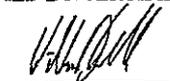
13 GENERAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 SQ BDS. PATTERN NUMBER 89108H,
14 COLLATERAL DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 SQ
15 DESCRIPTION BDS. PATTERN NUMBER 167753BA, DESCRIBED AS THROAT PLATE. PATTERN

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 135

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj11s 09/2013)



135

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 135
(8728)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744433

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CADITION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	009	11		20050503 0952 1793 5348		

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04

ONTARIO CORPORATION NO.

04

ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

08 SECURED PARTY /
09 LIEN CLAIMANT

ADDRESS

09

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

10

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

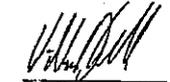
13 GENERAL NUMBER 167754BA, DESCRIBED AS THROAT PLATE.
14 COLLATERAL PATTERN NUMBER 167755BA, DESCRIBED AS THROAT PLATE.
15 DESCRIPTION PATTERN NUMBER 35241BA, DESCRIBED AS ELBOW LINER. PATTERN NUMBER

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED... 136

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj11s 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 136
(8729)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
614744433

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CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	010	11		20050503 0952 1793 5348		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

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

05

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LITEN CLAIMANT

08

ADDRESS

09

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

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	V. LITEN
---------------	------	------	-------	----------

11

GENERAL DESCRIPTION

12

8231DC, DESCRIBED AS WEAR BLOCK.

13

PATTERN NUMBER 56179BA, DESCRIBED AS WEAR BLOCK.
--

14

PATTERN NUMBER 56179BB, DESCRIBED AS WEAR BLOCK.
--

15

REGISTERING AGENT

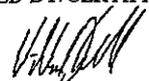
16

ADDRESS

17

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

CONTINUED... 137

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(or)11s 09/2013

 Ontario

249

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 137
(8730)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744433

00

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	011	11		20050503 0952 1793 5348		

01

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

02

BUSINESS NAME

03

ADDRESS

04

ONTARIO CORPORATION NO.

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

05

BUSINESS NAME

06

ADDRESS

07

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

08

ADDRESS

09

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

10

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

11

GENERAL	PATTERN NUMBER 161180DA, DESCRIBED AS THROAT UPPER.
---------	---

12

COLLATERAL DESCRIPTION	PATTERN NUMBER 161180DB, DESCRIBED AS THROAT UPPER.
------------------------	---

13

COLLATERAL DESCRIPTION	PATTERN NUMBER 167753, DESCRIBED AS THROAT PLATE.
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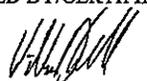
14

REGISTERING AGENT	ADDRESS
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15

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

CONTINUED... 138

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
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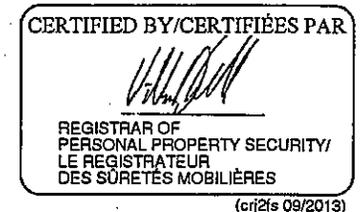
TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION BILLING	PAGE NO. OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	001	1	20100429 101B 1793 5025			
21	FILE NUMBER	614744433				
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	WABI IRON & STEEL CORP.			
25	OTHER CHANGE	REASON THE SECURED PARTY HAS CHANGED ITS NAME FROM THE BABCOCK & WILCOX COMPANY TO BABCOCK & WILCOX POWER GENERATION GROUP, INC.				
26	DESCRIPTION					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR/ TRANSFEREE	BUSINESS NAME				
06			ONTARIO CORPORATION NO.			
04/07	ADDRESS					
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08		BABCOCK & WILCOX POWER GENERATION GROUP, INC.				
09	ADDRESS	20 VANBUREN AVENUE	BARBERTON	OH	44203	
	COLLATERAL CLASSIFICATION					
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED		
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURLEY OR	MATURLEY DATE
10						
11	MOTOR	YEAR	MAKE	MODEL	V. I. N.	
12	VEHICLE					
13	GENERAL					
14	COLLATERAL					
15	DESCRIPTION					
16	REGISTERING AGENT OR	AIRD & BERLIS LLP				
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800	TORONTO	ON	M5J2T9

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

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RUN NUMBER : 049
 RUN DATE : 2015/02/18
 ID : 20150218110134.57

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

REPORT : PSSR060
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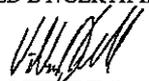
TYPE OF SEARCH BUSINESS DEBTOR
 SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
 FILE CURRENCY 17FEB 2015

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20100429 1117 1793	5043
21	RECORD REFERENCED	FILE NUMBER	614744433		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	WABI IRON & STEEL CORP.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/ 05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/ 06	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	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	AIRD & BERLIS LLP			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800	TORONTO	ON M5J2T9

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

CONTINUED... 140

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



252

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 140
(8733)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR TIEN

FILE NUMBER
614744487

00
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 6 20050503 0955 1793 5349 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME WABI IRON & STEEL CORP.

04 ADDRESS 330 BROADWOOD AVENUE, P.O. BOX 1510 NEW LISKEARD ONTARIO CORPORATION NO. 1013009
ON P0J1P0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / THE BABCOCK & WILCOX COMPANY
09 LIEN CLAIMANT ADDRESS 20 VANBUREN AVENUE BARBERTON OH 44203

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

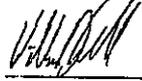
11 MOTOR YEAR MAKE MODEL V.T.N.
12 VEHICLE

13 GENERAL THIS FILING IS A NOTICE THAT THE BABCOCK & WILCOX COMPANY IS THE
14 COLLATERAL SOLE AND EXCLUSIVE OWNER OF ANY AND ALL PATTERNS AND DRAWINGS
15 DESCRIPTION PROVIDED TO WABI IRON & STEEL CORP. FROM TIME TO TIME PURSUANT TO

16 REGISTERING AIRD & BERLIS LLP
17 AGENT ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 141

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cij1fs 09/2013)

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 141
(8734)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744487

00

01

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	6		20050503 0955 1793 5349		

02

03

04

05

06

07

08

09

10

11

12

13

14

15

16

17

DEBTOR NAME

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

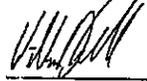
GENERAL COLLATERAL DESCRIPTION
THAT CERTAIN CASTING BLANKET AGREEMENT DATED JUNE 1, 2004 BY AND BETWEEN THE BABCOCK & WILCOX COMPANY AND WABI IRON & STEEL CORP. AS OF THE DATE OF THIS FILING, SUCH PATTERNS AND DRAWINGS ARE

REGISTERING AGENT

ADDRESS

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

CONTINUED... 142

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

 Ontario

2014

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 142
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TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
614744487

00

CATION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
PILING	NO	OF	SCHEDULE	NUMBER	UNDER	PERIOD
	003	6		20050503 0955 1793 5349		

01

DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02 NAME				

02

03 BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05 NAME				

05

06 BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

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

10

MOTOR	YEAR	MAKE	MODEL	V.I.N.
11 VEHICLE				

11

12

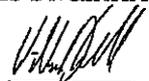
13 GENERAL LOCATED ON SITE AT WABI IRON & STEEL CORP., 330 BROADWOOD AVENUE,
14 COLLATERAL NEW LISKEARD, ONTARIO P0J 1P0 AND INCLUDE, BUT ARE NOT LIMITED TO,
15 DESCRIPTION THE FOLLOWING PATTERNS AND DRAWINGS. PATTERN NUMBER 167754,

16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED... 143

CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(oj11s 09/2013)



157

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 143
(8736)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE DUEENCY 17FEB 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
614744487

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
004 6 20050503 0955 1793 5349

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL DESCRIBED AS THROAT PLATE. PATTERN NUMBER 167755, DESCRIBED AS
14 COLLATERAL THROAT PLATE. P/N 2130685, DESCRIBED AS WEAR BLOCK. P/N 2314817,
15 DESCRIPTION DESCRIBED AS WEAR BLOCK. P/N 2314818, DESCRIBED AS WEAR BLOCK. P/N

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 144

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



256

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 144
(8737)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
614744487

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
005 6 20050503 0955 1793 5349

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL 2314819, DESCRIBED AS WEAR BLOCK. P/N 2314820, DESCRIBED AS WEAR
14 COLLATERAL BLOCK.

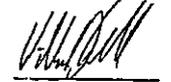
15 DESCRIPTION P/N 2314821, DESCRIBED AS WEAR BLOCK. P/N 2314822, DESCRIBED AS

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED... 145

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



257

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
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TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 10 FINANCING STATEMENT // CHAIN FOR LEND

00 FILE NUMBER
614744487

01 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
006 6 20050503 0955 1793 5349

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LEND CLAIMANT

ADDRESS

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

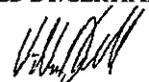
11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL WEAR BLOCK. PATTERN NUMBER 65582DA, DESCRIBED AS TOP GRIND RING.
14 COLLATERAL PATTERN NUMBER 89111A, DESCRIBED AS TUBE PROT.
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 146

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c/11fs 09/2013)



CO
ON
CO

RUN NUMBER : 049
 RUN DATE : 2015/02/18
 ID : 20150218110134.57

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

REPORT : PSSR060
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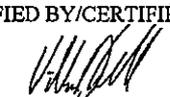
TYPE OF SEARCH BUSINESS DEBTOR
 SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
 FILE CURRENCY 17FEB 2015

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION BILLING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20100429 1014 1793 5020	
21	RECORD REFERENCED	FILE NUMBER 614744487			
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME WABI IRON & STEEL CORP.	FIRST GIVEN NAME INITIAL	SURNAME	
25	OTHER CHANGE REASON/ DESCRIPTION	THE SECURED PARTY HAS CHANGED ITS NAME FROM THE BABCOCK & WILCOX COMPANY TO BABCOCK & WILCOX POWER GENERATION GROUP, INC.			
02/ 05	DEBTOR/ TRANSFEROR	BUSINESS NAME	DATE OF BIRTH	FIRST GIVEN NAME INITIAL	SURNAME
03/ 06	TRANSFEROR	BUSINESS NAME	ONTARIO CORPORATION NO.		
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		BABCOCK & WILCOX POWER GENERATION GROUP, INC.			
09	ADDRESS	20 VANBUREN AVENUE	BARBERTON	OH	44203
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	AIRD & BERLIS LLP			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800	TORONTO	ON M5J2T9

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

CONTINUED... 147

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SÛRETÉS MOBILIÈRES
 (crj2fs 09/2013)



2015

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 147
(8740)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORWARDING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL MOTOR VEHICLE	REGISTRATION	REGISTERED
FINING	NO	OF PAGES	SCHEDULE	NUMBER
01	001	1	20100429 1118 1793 5044	
21	RECORDED	FILE NUMBER	614744487	
22	REFERENCE	PAGE AMENDED	NO. SECTED. PAGE AMENDED	CHANGE REQUIRED
23	DEBTOR /	BUSINESS NAME	WABI IRON & STEEL CORP.	RENEWAL
24	TRANSPORT	ADDRESS		PERIOD
25	OTHER CHANGE	REASON /		
26	REASON /	DESCRIPTION		
27	DESCRIPTION			
28				
02 /	DEBTOR /	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL
03 /	TRANSPORT	BUSINESS NAME	ADDRESS	SUBNAME
04 / 07				
29	ASSIGNOR	SECURED PARTY /	ITEM CLAIMED /	ASSIGNEE
08				
09	COLLATERAL CLASSIFICATION	ADDRESS		
10	CONSUMER	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	PERSON
11	MOTOR	YEAR	MAKE	MODEL
12	VEHICLE			V. I. N.
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTRATION AGENT OR	ADDRESS		
17	SECURED PARTY /	ADDRESS		
	ITEM CLAIMANT			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 148

CERTIFIED BY/CERTIFIÉS PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRÉTÉS MOBILIÈRES
[Signature]
(e/2s 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 148
(8741)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON WABI IRON & STEEL CORP.
FILE CURRENCY 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
076884471

CAUTION FILING	PAGE NO	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	01		19960503 1326 0016 6725	P PPSA	5

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

02 DEBTOR NAME
03 BUSINESS NAME WABI IRON & STEEL CORP.

04 ADDRESS BOX 1510 NEW LISKEARD ONT P0J 1P0
ONTARIO CORPORATION NO.

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

05 DEBTOR NAME
06 BUSINESS NAME

07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA

09 ADDRESS 72 DURHAM STREET SOUTH SUDBURY ONT P3G 4N7

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.L.N.
---------------	------	------	-------	--------

11 MOTOR VEHICLE

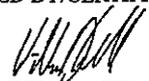
13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT SMITH, BYCK & GRANT

17 ADDRESS BOX 760 NEW LISKEARD ONT P0J 1P0

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

CONTINUED... 149

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(or)11s 09/2013)

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 149
(8742)

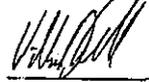
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OR	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		19960509 1904 1529 0956	
21	RECORD REFERENCED	FILE NUMBER	076884471		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	A AMENDMENT		
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24		WABI IRON & STEEL CORP.			
25	OTHER CHANGE REASON/ DESCRIPTION	VEHICLE WAS NOT CHECKED OFF ON COLLATERAL LINE IN PREVIOUS REGISTRATION.			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06		BUSINESS NAME	ONTARIO CORPORATION NO.		
04/07		ADDRESS			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO. FIXED MATURITY DATE
10		GOODS	INVENTORY	EQUIPMENT	ACCOUNT'S OTHER
		X	X	X	X
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V.I.N.
12					
13					
14	COLLATERAL DESCRIPTION	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT			
16		CANADIAN SECURITIES REGISTRATION SYSTEMS			
17		ADDRESS	20 QUBEN STREET WEST, SUITE 602	TORONTO	ON M5H 3R3

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

CONTINUED... 150

CERTIFIED BY/CERTIFIÉS PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 150
(8743)

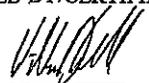
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20010423 1806 1531 8107	
21	RECORD REFERENCED	FILE NUMBER	076884471		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5 CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	WABI IRON & STEEL CORP.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	DEBTOR/ TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	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				
13	COLLATERAL DESCRIPTION				
14	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS SUITE 180-13571 COMMERCE PARKWAY RICHMOND BC V6V2L1		

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

CONTINUED... 151

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 049
 RUN DATE : 2015/02/18
 ID : 20150218110134.57

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

REPORT : PSSR060
 PAGE : 151
 (8744)

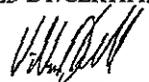
TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
 FILE CURRENCY : 17FEB 2015

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20010423 1806 1531 8108	
21	RECORD REFERENCED	FILE NUMBER	076884471		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE DEBTOR/ TRANSFEROR	FIRST GIVEN NAME	INITIAL	SURNAME	CORRECT PERIOD
24	BUSINESS NAME	WABI IRON & STEEL CORP.			
25	OTHER CHANGE REASON/ DESCRIPTION	* AMEND SECURED PARTY'S ADDRESS ON PAGE 1 LINE 9			
02/ 05/ 03/ 06	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
04/07	BUSINESS NAME				ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	ROYAL BANK OF CANADA			
08	ADDRESS	180 WELLINGTON ST. W. (B.S.C.) 3RD FLR. TORONTO			ON M5J 1J1
09	COLLATERAL CLASSIFICATION				
10	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				
13	COLLATERAL				
14	DESCRIPTION				
15	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	CANADIAN SECURITIES REGISTRATION SYSTEMS			BC V6V2L1
16	ADDRESS	SUITE 180-13571 COMMERCE PARKWAY RICHMOND			

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

CONTINUED... 152

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



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RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 152
(8745)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20060426 1050 1529 9019	
21	RECORD REFERENCED	FILE NUMBER	076884471		
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL	SURNAME
24		WABI IRON & STEEL CORP.			
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06		BUSINESS NAME			
04/07		ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09		ADDRESS			
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO. FIXED OR MATURITY DATE
		GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	
11	MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.	
12	GENERAL				
13	COLLATERAL DESCRIPTION				
14	REGISTERING AGENT OR		CANADIAN SECURITIES REGISTRATION SYSTEMS		
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY BC	V5G 3S8

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

CONTINUED... 153

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2fs 09/2013)



RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

REPORT : PSSR060
PAGE : 153
(8746)

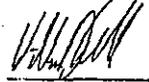
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION BILLING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES	REGISTRATION SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER						
01	01	001		20110420 1943 1531 5372							
21	RECORD REFERENCED	FILE NUMBER	076884471								
22	PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD						
		X	B RENEWAL	5							
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME							
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	WABI IRON & STEEL CORP.								
25	OTHER CHANGE REASON/ DESCRIPTION										
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
03/06		BUSINESS NAME									
04/07	ADDRESS				ONTARIO CORPORATION NO.						
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE									
08		ADDRESS									
09	COLLATERAL CLASSIFICATION										
10	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR	NO. FIXED	MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL			V. I. N.				
12	GENERAL										
13	COLLATERAL DESCRIPTION										
14	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS									
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE		BURNABY	BC	V5G 3S8				

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

CONTINUED... 154

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2ts 09/2013)

RUN NUMBER : 049
RUN DATE : 2015/02/18
ID : 20150218110134.57

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

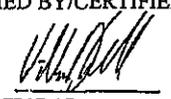
REPORT : PSSR060
PAGE : 154
(8747)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
694198656	20140305 1601 6005 1989			
693311706	20140122 1141 6005 1351			
690273108	20130913 1439 1530 9925			
688694463	20130717 1435 1530 1413			
686921706	20130514 1950 1531 6705			
684719442	20130214 1452 1530 4978			
676370943	20120222 1337 1219 9980			
675993897	20120201 1946 1531 6801			
673854318	20111024 1946 1531 0442			
673457931	20111005 1450 1530 5062			
664714521	20100927 1404 1862 2314			
664529148	20100917 1945 1531 3287			
664529211	20100917 1945 1531 3294			
664254999	20100908 0833 1590 8190			
657362439	20091104 1023 6005 5489			
631494009	20061218 1030 1862 6338	20100927 1402 1862 2313		
631494027	20061218 1031 1862 6340	20100927 1401 1862 2311	20100927 1401 1862 2312	
614744289	20050503 0927 1793 5342	20100429 1016 1793 5022	20100429 1112 1793 5037	
614744307	20050503 0931 1793 5343	20100429 1017 1793 5023	20100429 1113 1793 5038	
614744334	20050503 0935 1793 5344	20100429 1013 1793 5018	20100429 1114 1793 5039	
614744343	20050503 0939 1793 5345	20100429 1015 1793 5021	20100429 1111 1793 5035	
614744361	20050503 0944 1793 5346	20100429 1017 1793 5024	20100429 1117 1793 5042	
614744415	20050503 0948 1793 5347	20100429 1014 1793 5019	20100429 1111 1793 5036	
614744433	20050503 0952 1793 5348	20100429 1018 1793 5025	20100429 1117 1793 5043	
614744487	20050503 0955 1793 5349	20100429 1014 1793 5020	20100429 1118 1793 5044	
076884471	19960503 1326 0016 6725	19960509 1904 1529 0956	20010423 1806 1531 8107	20010423 1806 1531 8108
	20060426 1050 1529 9019	20110420 1943 1531 5372		

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

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(en) 3 09/2013



Tab G

RICHTER

CANADA
 Province of Ontario
 District of Ontario
 Division No. 15-Hallidaybury
 Court No. 31-1942523
 Estate No. 31-1942523

SUPERIOR COURT OF JUSTICE
In Bankruptcy and Insolvency

Notice of Proposal to Creditors
 (Section 51 of the Act)

**In the Matter of the Proposal of
 Wabi Iron & Steel Corp.
 Of the City of New Liskeard
 in the Province of Ontario**

Take notice that Wabi Iron & Steel Corp. of the City of New Liskeard, in the Province of Ontario, has lodged with us a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtor's assets and liabilities and a list of the creditors affected by the proposal are enclosed herewith.

A general meeting of the creditors will be held at Park Inn by Radisson, Toronto Airport W., 175 Derry Road E., Mississauga ON L5T 2Z7 on January 30, 2015 at 11:00 a.m.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

As stated in the Proposal, the affected Creditors have a dividend distribution option that they can exercise by filling and returning the enclosed Election to Reduce Claim form to the Trustee.

Dated at Toronto, in the Province of Ontario, January 20, 2015.

Richter Advisory Group Inc.
 Trustee acting *in re* the proposal of
 Wabi Iron & Steel Corp.



Adam Sherman, MBA, CIRP

T. 416.488.2345 / 1.888.805.1793
 F. 514.934.8603
claims@richter.ca

Richter Advisory Group Inc.
 181 Bay Street, Suite 3320, Bay Wellington Tower
 Toronto, ON M5J 2T3
www.richter.ca

Montréal, Toronto

(français - recto)



RICHTER

CANADA
 Province de l'Ontario
 District de l'Ontario
 No division : 15-Halifaxbury
 No cour : 31-1942523
 No dossier : 31-1942523

COUR SUPÉRIEURE DE JUSTICE
 En matière de faillite et d'insolvabilité

**Avis de la proposition aux créanciers
 (article 51 de la Loi)**

**Dans l'affaire de la proposition de
 Wabi Iron & Steel Corp.
 de la ville de New Liskeard
 en la province de l'Ontario**

Avis est donné que Wabi Iron & Steel Corp. de la ville de New Liskeard, en la province de l'Ontario, a déposé une proposition entre nos mains, en vertu de la *Loi sur la faillite et l'insolvabilité*.

Ci-inclus vous trouverez une copie de la proposition, d'un état succinct de son actif et de son passif ainsi qu'une liste des créanciers visés par la proposition.

Une assemblée générale des créanciers sera tenue au Park Inn by Radisson, Aéroport de Toronto Ouest, 175 Derry Est, Mississauga ON L5T 2Z7, le 30 janvier 2015 à 11 heures.

Les créanciers ou toute catégorie de créanciers ayant droit de voter à l'assemblée peuvent, au moyen d'une résolution, accepter la proposition, telle que formulée ou telle que modifiée à l'assemblée. Si la proposition est ainsi acceptée et si elle est approuvée par le tribunal, elle deviendra obligatoire pour tous les créanciers ou pour la catégorie de créanciers visés.

Les preuves de réclamation, procurations et formulaires de votation dont l'usage est projeté à l'assemblée doivent nous être remis au préalable.

Conformément à la proposition, les Créanciers visés ont un choix relativement à la distribution des dividendes, dont ils peuvent se prévaloir en complétant et en retournant le formulaire « Election to Reduce Claim » ci-joint au syndic.

Daté le 20 janvier 2015, à Toronto, en la province de l'Ontario.

Richter Groupe Consell Inc.
 Syndic agissant *in re* la proposition de
 Wabi Iron & Steel Corp.



Adam Sherman, MBA, CIRP

T. 416.488.2345 / 1.888.805.1793
 F. 514.934.8603
reclamations@richter.ca

Richter Groups Consell Inc.
 181 Bay St, bureau 3320, Bay Wellington Tower
 Toronto, ON M5J 2T3
www.richter.ca

Montréal, Toronto

(English - Over)



Tab H

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

Original Amended

270

- Form 78 -
 Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)
 In the Matter of the Proposal of
 Wabl Iron & Steel Corp.
 Of the City of New Liskeard
 In the Province of Ontario

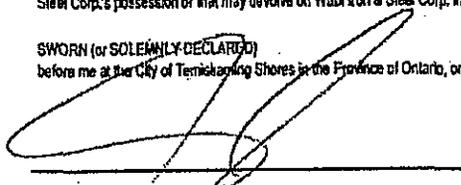
To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 12th day of December 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

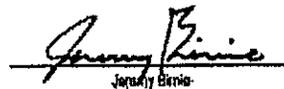
LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	5,360,077.86	1. Inventory	743,427.28
Balance of secured claims as per list "B"	1,274,533.78	2. Trade fixtures, etc.	0.00
Total unsecured creditors	6,634,611.64	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	3,948,093.34	Good	1,603,876.06
3. Preferred creditors as per list "C"	0.00	Doubtful	749,426.25
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00	Bad	0.00
Total liabilities	10,582,704.98	Estimated to produce	1,603,876.06
Surplus	NIL	4. Bills of exchange, promissory note, etc., as per list "F"	0.00
		5. Deposits in financial institutions	0.00
		6. Cash	0.00
		7. Livestock	0.00
		8. Machinery, equipment and plant	1,125,790.00
		9. Real property or immovable as per list "G"	475,000.00
		10. Furniture	0.00
		11. RRSPs, RRRFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	0.00
		If debtor is a corporation, add:	
		Amount of subscribed capital	377,743.00
		Amount paid on capital	377,743.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	3,948,093.34
		Deficiency	6,634,611.64

I, Jeremy Birnie, of the City of Temiskaming Shores in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of Wabl Iron & Steel Corp.'s affairs on the 12th day of December 2014 and fully disclose all property of every description that is in Wabl Iron & Steel Corp.'s possession or that may devolve on Wabl Iron & Steel Corp. in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Temiskaming Shores in the Province of Ontario, on this 9th day of January 2015.



CHRISTINE M. McLEOD
 Barrister & Solicitor
DOUPE BENNETT McLEOD - LAWYERS
 Professional Corporation
 7 Armstrong Street, P.O. Box 2999
 New Liskeard, Ontario P0J 1P0
 Phone: (705) 647-9411
 Fax: (705) 647-9422
 cmcleod@dbmlawyers.ca



Jeremy Birnie
 Jeremy Birnie

District de: Ontario
 No division: 15 - Halleybury
 No cour: 31-1942523
 No dossier: 31-1942523

original

modifié

TRADUCTION 271

_ FORMULAIRE 78 _

Bilan - proposition déposée par une entité
 (paragraphe 49(2), alinéa 158d) et paragraphes 50(2) et 62(1) de la Loi

Dans l'affaire de la proposition de
 Wabl Iron & Steel Corp.
 de la ville de New Liskeard
 en la province de l'Ontario

Au débiteur :

Vous êtes tenu de remplir avec soin et exactitude le présent formulaire et les annexes applicables indiquant la situation de vos affaires à la date du dépôt de votre proposition (ou de votre avis d'intention) le 9 janvier 2015. Une fois rempli, ce formulaire et les listes annexées, constituant votre bilan, qui doit être vérifié sous serment ou par une déclaration solennelle.

PASSIF (tel que déclaré et estimé par l'officier)	ACTIF (tel que déclaré et estimé par l'officier)
1. Créanciers non garantis: voir liste A	1. Inventaire
5,360,077.86	743,427.28
Équilibre de réclamations garantis: voir liste "B"	2. Aménagements
1,274,533.78	0.00
Créanciers non garantis total	3. Comptes à recevoir et autres créances: voir liste E
6,634,611.64	Bonnes
2. Créanciers garantis: voir liste B	1,603,876.06
3,948,093.34	Douteuses
3. Créanciers privilégiés: voir liste C	749,426.26
0.00	Mauvaises
4. Dettes éventuelles, réclamations de fiduciaire ou autres (voir liste D) pouvant être réclamées pour une somme de ...	0.00
0.00	Estimation des créances qui peuvent être réalisées
Total du passif	1,603,876.06
10,582,704.96	4. Lettres de change, billets à ordre, etc., voir liste F
Surplus	0.00
NIL	5. Dépôts en institutions financières
	0.00
	6. Espèces
	0.00
	7. Bétail
	0.00
	8. Machines, outillage et installation
	1,125,790.00
	9. Immeubles et biens réels: voir liste G
	475,000.00
	10. Ameublement
	0.00
	11. REER, FERR, Assurances-vie etc
	0.00
	12. Valeurs mobilières (actions, obligations, débetures etc.
	0.00
	13. Droits en vertu de testaments
	0.00
	14. Véhicules
	0.00
	15. Autres biens: voir liste H
	0.00
	Si le débiteur est une personne morale, ajoutez:
	Montant du capital souscrit
	377,743.00
	Montant du capital payé
	377,743.00
	Solde souscrit et impayé
	0.00
	Estimation du solde qui peut être réalisé
	0.00
	Total de l'actif
	3,948,093.34
	Déficit
	6,634,611.64

Je, Jeremy Birnie, de Temiskaming Shores en la province de l'Ontario, étant dûment assermenté (ou ayant déclaré solennellement) déclare que le bilan qui suit et les listes annexées sont, à ma connaissance, un relevé complet, véridique et entier de mes affaires en ce 12 décembre 2014, et indiquent au complet tous mes biens de quelque nature qu'ils soient, en ma possession et réversibles, tels que définis par la Loi.

ASSERMENTÉ (ou déclaré solennellement)
 devant moi le 9 janvier 2015, à Temiskaming Shores en la province de l'Ontario.

(signé)

Christine M. McLeod, Commissaire à l'Assermentation
 pour la province de l'Ontario
 Expire le

(signé)

Jeremy Birnie

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

FORM 78 - Continued

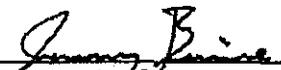
List "A"
 Unsecured Creditors

Wab Iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	A&B DIGITAL PRINTING	P.O. BOX 1120 210 ARMSTRONG ST. NEW LISKEARD ON P2J 1P0	84.69	0.00	84.69
2	ACCURACY ENV. LABORATORIES	PO BOX 426 1470 GOVT ROAD WEST KIRKLAND LAKE ON P2H 3J1	954.17	0.00	954.17
3	ADOLF VEIJOVA	EVANTUREL TWP 388118 MARTER BNDRY RD ENGLEHART ON P0J 1H0	1.00	0.00	1.00
4	AEVITAS	455 ARCHER DRIVE, BOX 518 KIRKLAND LAKE ON P2H 3J5	621.50	0.00	621.50
5	AIR LIQUIDE CANADA INC.	1700 STEELES AVE EAST BRAMALEA ON L5T 1A6	8,330.74	0.00	8,330.74
6	AIRSPRINT INC.	1910 MCCALL LANDING NE CALGARY ON T2E 8B5	3,035.81	0.00	3,035.81
7	AJAX TOCCO MAGNETHERMIC CORP.	333 STATION STREET AJAX ON L1S 1S3	1,248.85	0.00	1,248.85
8	ALLIED METALS	PO BOX 67000 DETROIT MI 48267-0069 USA	42,352.88	0.00	42,352.88
9	ALLIED MINERAL PRODUCTS INC.	PO BOX 951410 CLEVELAND OH 44193	2,907.81	0.00	2,907.81
10	AMSCO CAST PRODUCTS	35 MERCY ST. SELKIRK MB R1A 1N5	171,144.92	0.00	171,144.92
11	ANDREW LEVEILLE 1238	118 QUEEN STREET NORTH COBALT ON P0J 1R0	1.00	0.00	1.00
12	ANDREW RIDLEY 1215	88327 HWY 654 EAST NEW LISKEARD ON P0J 1P0	1.00	0.00	1.00
13	ANDY RINGUETTE 3315	364 BUFFAM DRIVE HAILEYBURY ON P0J 1K0	1.00	0.00	1.00
14	ARC INDUSTRIES	BOX 1149 513 AMWELL STREET HAILEYBURY ON P0J 1K0	4,685.70	0.00	4,685.70
15	ARI 2912473 CANADA LTD.	1355-C CITE DES JEUNES ST CLET PQ J0P 1S0	3,969.00	0.00	3,969.00
16	ASBURY WILKINSON INC.	1115 SUTTON DRIVE BURLINGTON ON L7L 5Z8	88,638.14	0.00	88,638.14
17	ASDR FABRICATION	C.P. 1478 820, CHEMIN DU LAC MOURIER MALARTIC PQ J0Y 1Z0	61,323.52	0.00	61,323.52
18	ASHLEY BRAKE 1153	373 AMWELL STREET HAILEYBURY ON P0J 1K0	1.00	0.00	1.00
19	ASTECH ALLOY STEEL TECHN.	PO BOX 158 5512 SCOTCH RD VASSAR MI 48768 USA	71,070.20	0.00	71,070.20
20	ATLAS EQUIPMENT COMPANY	1313 S. 90TH ST SEATTLE WA 98108 USA	11,250.00	0.00	11,250.00
21	B & G INDUSTRIAL SERVICES LTD.	P.O. BOX 1585 - HWY 65E NEW LISKEARD ON P0J 1E0	1,935.13	0.00	1,935.13
22	B&L INFORMATION SYSTEMS, INC.	4707 RAMBO ROAD BRIDGMAN MI 49106 USA	6,302.40	0.00	6,302.40

09-Jan-2015

Date


 Jeremy Birke

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

FORM 78 - Continued

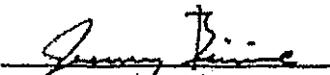
List "A"
 Unsecured Creditors

Wab Iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
23	BARBERTON STEEL INDUSTRIES	P.O. BOX 350 240 EAST HUSTON STREET BARBERTON OH 44203 USA	47,932.12	0.00	47,932.12
24	BARRYDOWNE PAINT	INDUSTRIAL DIVISION 2304 LONG LAKE ROAD SUDBURY ON P3E 5H4	7,915.96	0.00	7,915.96
25	BCT ENGIN. AND CARROL MFG	1035 WATER OAK DRIVE AIKEN SC 29803 USA	100,844.00	0.00	100,844.00
26	BDI CANADA INC.	1857 O'BRIEN STREET NORTH BAY ON P1B 5Y7	23,700.03	0.00	23,700.03
27	BELL WIRELESS ALLIANCE	PO BOX 5101 DURLINGTON ON L7R 4R6	4,976.59	0.00	4,976.59
28	BENEFACT CONSULTING GR	112 - 6285 NORTHAM DRIVE MISSISSAUGA ON L4V 1X5	21,918.74	0.00	21,918.74
29	BERLET ELECTRONICS LTD.	36 - 1715 MEYERSIDE DRIVE MISSISSAUGA ON L5T 1C5	673.25	0.00	673.25
30	BERNIER CAST METALS INC.	2626 HESS STREET SAGINAW MI 48601 USA	20.00	0.00	20.00
31	BILLY GRASSER 1240	358 LINDSAY'S HILL ROAD TROT CREEK ON P0H 2L0	1.00	0.00	1.00
32	BRIGHTVEYER TOOL & DIE	29 SANDERLING RD. NW CALGARY AB T3K3R9	5,198.00	0.00	5,198.00
33	BRISTOL MACHINEWORKS LTD.	2100 ALGONQUIN ROAD NORTH SUDBURY ON P3E 4Z6	24,073.77	0.00	24,073.77
34	BROOKVILLE EQUIPMENT	175 EVANS ST, BOX 130 BROOKVILLE PA 16825 USA	106,778.70	0.00	106,778.70
35	BRUCE JENKINSON	661 CHAMPLAIN HAILEYBURY ON P0J 1K0	29,227.56	0.00	29,227.56
36	BRUCE POTTS	12 MONTROSE RD. BELLEVILLE ON K8R 1A3	1.00	0.00	1.00
37	CAMBRIAN COLLEGE	1400 BARRYDOWNE ROAD SUDBURY ON P3A 3V8	10,210.00	0.00	10,210.00
38	CAMBRIAN METALS INC.	3698 INDUSTRIAL ROAD CHELMSFORD ON P0M 1L0	64,374.23	0.00	64,374.23
39	CANESE	101 - 345 RENFREW DRIVE MARKHAM ON L3R 8S9	3,983.25	0.00	3,983.25
40	CAMPSALL ELECTRIC CO. LTD.	BOX 940 883308 HWY. 65 NEW LISKEARD ON P0J 1P0	176.02	0.00	176.02
41	CANADA BORDER SERV.AGENCY	FINANCIAL TRANSACTION CENTRE 400 PLACE D'YOUVILLE, 2ND FL. MONTREAL PQ H2Y 2C2	18.90	0.00	18.90
42	CANADIAN CHAMPION ABRASIVES INC. *	1 LAVENDER WAY London ON N5X 3J1	2,095.02	0.00	2,095.02
43	CANADIAN FOUNDRY ASS.	1500 - ONE NICHOLAS ST. OTTAWA ON K1N 7B7	10,402.89	0.00	10,402.89
44	CANADIAN QUALITY PROD. & SERV.	PO BOX 112, 22 PINE STREET CONISTON ON P0M 1M0	3,508.88	0.00	3,508.88

09-Jan-2015

Date


 Jeremy Birnie

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

FORM 78 - Continued

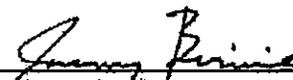
List "A"
 Unsecured Creditors

Wabirron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
45	CARDINAL COURIERS LTD.	400 BRUNEL ROAD MISSISSAUGA ON L4Z 2C2	251.66	0.00	251.66
46	CARNIVAL INTERNATIONAL TRADING	410 - 4538 KINGSWAY BURNABY BC V5H 4T9	40,481.44	0.00	40,481.44
47	CBSC CAPITAL INC.	100 - 1235 NORTH SERVICE RD W. OAKVILLE ON L6M 2W2	2,027.85	0.00	2,027.85
48	CBSC CAPITAL LEASING	731 MAIN STREET EAST NORTH BAY ON PIB 1C2	56,134.03	0.00	56,134.03
49	CENTURY LINK	P.O. BOX 4300 CAROL STREAM IL 60197-4300 USA	96.63	0.00	96.63
50	CENTURY PACIFIC FOUNDRY	8239, 128TH STREET SURREY BC V3W 4G1	122,393.55	0.00	122,393.55
51	CITY OF GREATER SUDBURY	200 BRADELY ST. SUDBURY ON P3E 5K3	100.00	0.00	100.00
52	CLAIMSECURE	225 - 40 ELM ST. SUDBURY ON P3C 0A2	150.40	0.00	150.40
53	CLEAN SCENE INDUSTRIAL	P.O. BOX 1568 NEW LISKEARD ON P0J 1P0	116.36	0.00	116.36
54	COREY ARCHAMBAULT 1217	RR#3 231382 DAIRY LANE ROAD ThomLOE ON P0J 1S0	1.00	0.00	1.00
55	DAVE BOWERING	185 HALIBURTON ST. WEST NEW LISKEARD ON P0J 1P0	1.00	0.00	1.00
56	DAVE QUEHE	419 BROMNING STREET HAILEYBURY ON P0J 1K0	1.00	0.00	1.00
57	DAYTON FREIGHT LINES INC.	PO BOX 340 VANDALIA OH 45377 USA	900.82	0.00	900.82
58	DIBBLEE TOOLS LTD.	161 ONEIDA DRIVE POINTE-CLAIRE PQ H9R 1A9	3,056.86	0.00	3,056.86
59	DONNA SHEARING	342 SUTHERLAND WAY HAILEYBURY ON P0J 1K0	1.00	0.00	1.00
60	DOUPE BENNETT MCLEOD	P.O. BOX 2999 NEW LISKEARD ON P0J 1P0	9,759.08	0.00	9,759.08
61	DR. MARK CHURMAN	R.R. #3 12 APPALOOSA DRIVE NEW LISKEARD ON P0J 1P0	4,500.00	0.00	4,500.00
62	E.T. ENGINEERING INC.	R.R. #1 970 DERLAND ROAD CORBEIL ON P0H 1K0	4,633.00	0.00	4,633.00
63	EARLTON COUNTRY STORE	69, 10TH AVENUE EARLTON ON P0J 1E0	2,026.78	0.00	2,026.78
64	EMOND - HARDEN, LLP	GLEBE CHAMBERS 707 BANK STREET OTTAWA ON K1S 3V1	26,254.73	0.00	26,254.73
65	EMPLOYMENT OFFICE CANADA	6HT FLOOR 1133 MELVILLE ST. VANCOUVER BC V6E 4E5	2,194.54	0.00	2,194.54
66	ENSIGHT CANADA	806 - 155 QUEEN ST. OTTAWA ON K1P 8L1	10,500.00	0.00	10,500.00

09-Jan-2016

Date


 Jeremy Birnie

District of: Ontario
Division No. 15 - Halleybury
Court No. 31-1942523
Estate No. 31-1942523

FORM 78 - Continued

List "A"
Unsecured Creditors
Wabir Iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
67	ESI NORTH AMERICA	350 - 32605 WEST 12 MILE ROAD FARMINGTON HILLS MI 48334 USA	20,959.00	0.00	20,959.00
68	EVANS, BRAGAGNOLO & SULLIVAN LLP	BARRISTERS AND SOLICITORS 120 PINE ST. SOUTH TIMMINES ON P1N 2K4	13,635.22	0.00	13,635.22
69	EXCEL MOLD LIMITED	88 ELLIS DRIVE BARRIE ON L4N 8Z3	5,672.60	0.00	5,672.60
70	EXPEDITE PLUS	917 NIPISSING ROAD, UNIT C MILTON ON L0T 5E3	2,475.00	0.00	2,475.00
71	EXPEDITE PLUS US	917 NIPISSING ROAD, UNIT C MILTON ON L0T 5E3	1,950.00	0.00	1,950.00
72	FAICAL BEN GUENNA 1237	67 BIRCH STREET NORTH COBALT ON P0J 1R0	1.00	0.00	1.00
73	FASTENAL	117 - 880 TRILLIUM DRIVE KITCHENER ON N2R 1K4	27,620.22	0.00	27,620.22
74	FEDERAL EXPRESS	TORONTO STATION A P.O. BOX 4626 TORONTO ON M5W 5B4	94.00	0.00	94.00
75	FEDNOR	NANCY TREMBLAY 235 QUEEN ST., #216A OTTAWA ON K1A 0H5	65,170.80	0.00	65,170.80
76	FELDCAMP EQUIPMENT LIMITED	701 GRAHAM DRIVE NORTH BAY ON P1B 9E8	36,350.32	0.00	36,350.32
77	FMC TECHNOLOGIES	P.O. BOX 56138 2730 HIGHWAY 145 B CHICAGO MS 38866 USA	1,542.28	0.00	1,542.28
78	FOOTHILLS STEEL FOUNDRY	9390, 114 AVE SE CALGARY AB T3S0M4	18,060.00	0.00	18,060.00
79	GALSON LABORATORIES	2050 DUNDAS ST. EAST MISSISSAUGA ON L4X 1L9	1,127.00	0.00	1,127.00
80	GARY GODREAU	185 BIRCH DRIVE NEW LISKEARD ON P0J 1P0	1.00	0.00	1.00
81	GHISLAIN GOSSELIN	149 COLETTE STREET NEW LISKEARD ON P0J 1P0	1.00	0.00	1.00
82	GLEN GARVIN 1182	379 BROADWOOD AVE NEW LISKEARD ON P0J 1P0	1.00	0.00	1.00
83	GLOBAL GROWTH	MEL SAUVE 300 - 1100 BURL OAK DRIVE BURLINGTON ON L7L 6B2	1,084.65	0.00	1,084.65
84	GRANT THORNTON	P.O. BOX 2170 17 WELLINGTON ST NEW LISKEARD ON P0J 1P0	347.30	0.00	347.30
85	GRANT THORNTON LLP	200 - 16 ALLSTATE PARKWAY MARKHAM ON L3R 5B4	32,314.73	0.00	32,314.73
86	GREAT WEST LIFE ASS. CO.	GROUP INSURANCE PAYMENT ADM. P.O. BOX 1053 WINNIPEG MB R3C 2X4	56,166.37	0.00	56,166.37
87	GREATER SUDBURY	P.O. BOX 5000 STN A 200 BRADY STREET SUDBURY ON P3A 5P3	486.00	0.00	486.00

09-Jan-2015

Date


Jeremy Quinn

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

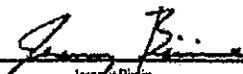
FORM 78 -- Continued

List "A"
 Unsecured Creditors
 Webl Iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
88	GUARDIAN LEASING 2644562	1525 BUFFALO PLACE WINNIPEG MB R3T 1L9	29,477.83	0.00	29,477.83
89	HERITAGE FUND	BRUCE STRAPP 200-70 FOSTER DRIVE SAULT STE-MARIE ON P6A 6Y8	0.00	1,274,533.78	1,274,533.78
90	HITE SERVICES	790 LAPOINTE STREET SUDBURY ON P3A 5N8	41,737.20	0.00	41,737.20
91	HUMANITY FUND	U.S.W.A. NATIONAL OFFICE 234 EGLINGTON AVE, EAST TORONTO ON M4P 1K7	49.80	0.00	49.80
92	HYDRO ONE	P.O. BOX 4102, STATION "A" TORONTO ON M5W 3L3	373,775.70	0.00	373,775.70
93	IMPERIAL COLLISON CENTRE	1000 KINGSWAY SUDBURY ON P3B 2E5	1,340.28	0.00	1,340.28
94	IN THE NEWS	8517 SUNSTATE ST TAMPA FL 33634 USA	211.00	0.00	211.00
95	INDUCTION IRON INC.	2038 - 13909 N. DALE MABRY HWY. TAMPA FL 33618-2413	2,171.06	0.00	2,171.06
96	INDUSTRIAL SAFETY TRAINERS INC.	219 SAUNDERS ROAD BARRIE ON L4N 9A3	3,503.00	0.00	3,503.00
97	INDUSTRIAL TOOL & FAST.SUPPLY	1074 WEBWOOD DR. SUDBURY ON P3C3B7	102.30	0.00	102.30
98	INDUSTRY CANADA	2ND FLOOR EAST 200A - 235 QUEEN OTTAWA ON K1A 0H5	13,314.94	0.00	13,314.94
99	INSIGHT CANADA INC.	5410 DECARIE BLVD MONTREAL PO H3X 4B2	3,124.69	0.00	3,124.69
100	ISN SOFTWARE CANADA LTD.	PO BOX 9603, STN M CANADA AB T2P 0E9	4,915.50	0.00	4,915.50
101	JACQUES GAMACHE	398 BROADWOOD AVE NEW LISKEARD ON POJ 1P0	1.00	0.00	1.00
102	JAMES LATHEN EXCAVATING LTD.	NIVEN STREET P.O. BOX 176 NORTH COBALT ON POJ 1R0	2,395.60	0.00	2,395.60
103	JEBCO	111 ELLIS DRIVE BARRY ON LAN 8Z3	226,935.64	0.00	226,935.64
104	JEFFREY RADER USA	DEPT CH 17751 TERRASOURCE GLOBAL FALATINE IL 60055-7751 USA	142,492.00	0.00	142,492.00
105	JIM MIMMS	1805-25 KENSINGTON RD BRAMPTON ON L6T 3W8	1.00	0.00	1.00
106	JOEL LEVELLE	180 BRUCE STREET NEW LISKEARD ON POJ 1P0	1.00	0.00	1.00
107	JONATHAN LARIVIERE 1209	12 SABOURIN VILLE MARIE CC J9V 1Z3	1.00	0.00	1.00
108	JORDAN DRAINVILLE 1207	94 CROSS LAKE ROAD NORTH COBALT ON POJ 1R0	1.00	0.00	1.00
109	KNOX INSURANCE	705 CASSELLS ST. NORTH BAY ON P1B 4A3	12,662.18	0.00	12,662.18

09-Jan-2015

Date


 Jeremy Birks

District of: Ontario
Division No. 15 - Halleybury
Court No. 31-1942523
Estate No. 31-1942523

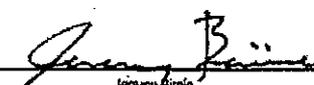
FORM 7B - Continued

List "A"
Unsecured Creditors
Wab Iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
110	LANDMARK RESOURCES Attn: CHAD YEHA, LLB et al	C/O GRECHI CARTER P.C. 903- 55 EGLINGTON AVE. E. TORONTO ON M4V 2Y7	0,030.68	0.00	9,030.68
111	LEVITT SAFETY LIMITED	2872 BRISTOL CIRCLE OAKVILLE ON L6H 5T5	2,027.62	0.00	2,027.62
112	LONDON LIFE INSURANCE CO. ATT: MELISSA CABRAL	TERMINAL 540 255 DUFFERIN LONDON ON N6A 4K1	1,595.82	0.00	1,595.82
113	LOOMIS COURIER SERVICE LTD.	200 WESTCREEK BOULEVARD BRAMPTON ON L6T 5T7	247.09	0.00	247.09
114	MACAWBER ENGINEERING INC.	1829 CLYDESDALE ST. MARYVILLE TN 37801 USA	710.64	0.00	710.64
115	MACHITECH INC.	225 BLVD. BONA-DUSSAULT ST.MARC DES CARRIERES QC G0A 4B0	4,194.74	0.00	4,194.74
116	MACKEWN EXCAV. & CONTRACTING	A DIV. OF 1320148 ONTARIO LTD. 118253 SALES BARN RD BX1387 NEW LISKEARD ON P0J 1P0	480.25	0.00	480.25
117	MALIC JOINING INNOVATION CTR	P.O. BOX 303 140 GOVERNMENT ROAD EAST KIRKLAND LAKE ON P2N 3H7	5,478.39	0.00	5,478.39
118	MANCUSO CHEMICALS LTD.	5725 PROGRESS ST. NIAGARA FALLS ON L2G 0C1	32,032.57	0.00	32,032.57
119	MANITOULIN TRANSPORTATION	RADLEYS HILL ROAD P.O. BOX 1559 NEW LISKEARD ON P0J 1P0	61,501.05	0.00	61,501.05
120	MANULIFE FINANCIAL	ATTN: CPO CLIENT SERVICES, KC-6 PO BOX 388 STN WATERLOO WATERLOO ON N2J 4A9	54,987.68	0.00	54,987.68
121	MANULIFE FINANCIAL	ATTN: CPO CLIENT SERVICES, KC-6 PO BOX 386 STN WATERLOO WATERLOO ON N2J 4A9	1,521,693.00	0.00	1,521,693.00
122	MARTY LOACH 1225	488 ROSS AVE NEW LISKEARD ON P0J 1P0	1.00	0.00	1.00
123	METTLER TOLEDO	POSTAL STATION A P.O. BOX 1518 TORONTO ON M5W 3N9	3,359.21	0.00	3,359.21
124	MICRO INDUSTRIAL	PO BOX 25101 SASKATOON SK S7K 6B7	2,630.10	0.00	2,630.10
125	MILLER HEIMAN	PO BOX 41081 RENO NV 89504-5081 USA	8,475.00	0.00	8,475.00
126	MINING INTELLIGENCE & TECHNL	640 - 580 HORNBY ST VANCOUVER BC V6C 3K6	2,712.00	0.00	2,712.00
127	MINING TECHNOLOGIES INT'L	145 MAGILL STREET LIVELY ON P3Y 1K6	3,377.29	0.00	3,377.29
128	MORLAND REAL ESTATE APPRAISALS	362 FRASER STREET NORTH BAY ON P1B 3W7	4,902.00	0.00	4,902.00
129	MOTION INDUSTRIES (CANADA) INC.	POSTAL STATION A P.O. BOX 8046 TORONTO ON M5W 3W5	900.62	0.00	900.62

09-Jan-2015

Date


Jeremy Birnie

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

FORM 78 - Continued

List "A"
 Unsecured Creditors

Wab Iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
130	NEAR NORTH CUST. BROKERS INC	20 ELLIOT AVENUE BARRIE ON L4N 4V7	14,791.36	0.00	14,791.36
131	NEAR NORTH CUST. BROKERS US INC.	200 - 400 ESSJAY RD WILLIAMSVILLE NY 14221 USA	167.00	0.00	167.00
132	NEOPOST	150 STEELCASE RD. W. MARKHAM ON L3R 3J9	473.92	0.00	473.92
133	NIAGARA PATTERN LTD.	6135 DON MURIE ST. NIAGARA FALLS ON L2E 6X8	42,137.70	0.00	42,137.70
134	NORDOORS	111 ST. GEORGE STREET SUDBURY ON P3C 2W7	2,201.99	0.00	2,201.99
135	NORTHERN ALLIED SUPPLY CO. LTD.	P.O. BOX 90 352 RAILWAY STREET TIMMINS ON P4N 7C9	168,726.87	0.00	168,726.87
136	NORTHERN SKYS AIRCRAFT SERV.	LAST HANGER P.O. BOX 412 EARLTON ON P0J 1E0	14,548.37	0.00	14,548.37
137	NORTHERN SURVEY SUPPLY	57 PINE ROAD MATTAWA ON P0H 1V0	305.10	0.00	305.10
138	NORTHERN TELEPHONE LIMITED	P.O. BOX 2208 TORONTO ON M5S 3G1	3,354.29	0.00	3,354.29
139	ONTARIO COURT OF JUSTICE	THE TOWN OF TEMSKAMING SHORES PROVINCIAL OFFENCES COURT 11AILEYBURY ON P0J 1K0	59,260.00	0.00	59,260.00
140	ONTARIO MINING ASSOCIATION	520 - 575 YONGE ST. TORONTO ON M2M 4J1	1,695.00	0.00	1,695.00
141	OPTA MINERALS	P.O. BOX 260 407 PARKSIDE DRIVE WATERDOWN ON L0R 2H0	6,678.30	0.00	6,678.30
142	ORIS EXPRESS CANADA INC	AMF BOX 6020 6500 SILVER DART DRIVE, 233 CORE "C" MISSISSAUGA ON L5P 1B2	980.00	0.00	980.00
143	OSHTECH INCORPORATED	100 - 400 YORK ST. LONDON ON N6B 3N2	2,668.80	0.00	2,668.80
144	OVERHEAD DOOR CO. OF SUDBURY	P.O. BOX 2608 74 NATIONAL ST. GARSON ON P3L 1N5	4,520.00	0.00	4,520.00
145	PALMER MFG & SUPPLY INC	PO BOX 2579 SPRINGFIELD OH 45301 USA	4,282.50	0.00	4,282.50
146	PATRICK BREAULT 1236	118 QUEEN STREET NORTH COBALT ON P0J 1R0	1.00	0.00	1.00
147	PAUL OUBUC 1026	HARRIS TWP 882378 HWY 65 EAST NEW LISKEARD ON P0J 1P0	1.00	0.00	1.00
148	PENDOCK MALLORN LTD.	PO BOX 168 8081 CALDWELL CRESCENT GARDEN HILL ON L0A 1B9	231.65	0.00	231.65
149	PENSION BENEFITS GUARANTEE FUND	MINISTRY OF FINANCE P.O. BOX 620 OSHAWA ON L1H 8E9	19,762.97	0.00	19,762.97

09-Jan-2015

Date

Jeremy Shirva
 Jeremy Shirva

District of: Ontario
 Division No. 15 - Haliburton
 Court No. 31-1942523
 Estate No. 31-1942523

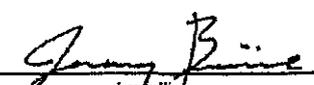
FORM 78 - Continued

List "A"
 Unsecured Creditors
 Wab Iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
150	PRAXAIR PRODUCTS	352 RAILWAY STREET TIMMINS ON P4N 2P3	14,074.24	0.00	14,074.24
151	PUROLATOR COURIER LTD.	ETOBICOKE POSTAL STATION P.O. BOX 1100 ETOBICOKE ON M9C 5K2	3,080.73	0.00	3,080.73
152	PYROTEK INCORPORATED	2400 LEMIRE BLVD. DRUMMONDVILLE PQ J2B 6X9	576.30	0.00	576.30
153	QSTEEL MINING SUPPLIES LTD	BICTON WA6157 6 CAVAN STREET BICTON WA6157 WA USA	74,278.24	0.00	74,278.24
154	QUADREM NETHERLANDS BV	PO BOX B STATION A TORONTO ON M5W 1P8	11,328.20	0.00	11,328.20
155	QUIPTEC INC.	683 BAYVIEW DRIVE BARBIE ON L4N 9A5	2,123.95	0.00	2,123.95
156	RBC - RRSF	5 ARMSTRONG ST. NEW LISKEARD ON P0J 1P0	52,476.82	0.00	52,476.82
157	RECEIVER GENERAL OF CANADA	CANADIAN GOVERNMENT PUBLISHING PWGSC-CANADA OTTAWA ON K1A 0S9	2,585.32	0.00	2,585.32
158	RECEIVER GENERAL OF CANADA ACCT. #134717891RP	P.O. BOX 6000 5TH MAIN SHAWINIGAN-SUD PQ G9N 7W2	190.30	0.00	190.30
159	RECEIVER GENERAL OF CANADA ACCT. #134717891RT	P.O. BOX 6000 5TH MAIN SHAWINIGAN-SUD PQ G9N 7W2	2,851.03	0.00	2,851.03
160	ROMQUEST TECHN. CORP.	84 GUIDED COURT TORONTO ON M5V 4K6	119.00	0.00	119.00
161	RONSCO INC.	712 - 1440 ST CATHERINE ST. W. MONTREAL QC H3G 1R8	35,764.50	0.00	35,764.50
162	ROYAL BANK OF CANADA	RBC CREDIT CARD PAYMENT CENTRE P.O. BOX 8901 STATION A TORONTO ON M5W 1X6	3,169.29	0.00	3,169.29
163	ROYAL BANK OF CANADA	RBC CREDIT CARD PAYMENT CENTRE P.O. BOX 4016 TORONTO ON M5W 2E6	3,707.44	0.00	3,707.44
164	ROYAL TIRE NEW LISKEARD LTD	P.O. BOX 970 100 CRAVEN CRESCENT NEW LISKEARD ON P0J 1P0	15,649.49	0.00	15,649.49
165	RUTHANN LANDSMAN	253 WILLIAM AVE RENFREW ON K7V 2Z6	1.00	0.00	1.00
166	SAFETY-KLEEN CANADA LTD.	P.O. BOX 15221, STATION A TORONTO ON M5W 1C1	6,524.38	0.00	6,524.38
167	SAMUEL-ACME STRAPPING SYST.	2370 DIXIE ROAD MISSISSAUGA ON L4Y 1Z4	152.55	0.00	152.55
168	SCOTT BELL	349 MC KELVIE NEW LISKEARD ON P0J 1P0	1.00	0.00	1.00
169	SPEEDY GLASS	AUTO, RESIDENTIAL & COMM. 58 ARMSTRONG ST. NEW LISKEARD ON P0J 1P0	590.73	0.00	590.73
170	STEPHANE BARI L	294 LAKESHORE NEW LISKEARD ON P0J 1P0	1.00	0.00	1.00

09-Jan-2015

Date


 Jeremy Blinn

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

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FORM 78 - Continued

List "A"
 Unsecured Creditors
 World Iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
171	SUDBURY IRON & COPPER LTD.	1273 KELLY LAKE ROAD SUDBURY ON P3E 5P5	34,694.79	0.00	34,694.79
172	TALOS STEEL LTD.	199 MUMFORD ROAD LIVELY ON P3Y 1L2	19,363.68	0.00	19,363.68
173	TECHNOLEDGY SOLUTIONS LTD.	OFFICE PRO. 776 LASALLE BOULEVARD SUDBURY ON P3A 4V4	5,408.07	0.00	5,408.07
174	TEMSKAMING IND. MINING EQ.	P.O. BOX 1330 HAILEYBURY ON P0J 1K0	67,806.93	0.00	67,806.93
175	TERRA POWER SYSTEMS INC.	1495 STONEYBROOK TRAIL CAKVILLE ON L6M 2P7	2,531.20	0.00	2,531.20
176	THE SHERWIN WILLIAMS CO	510 BRYNE DR F&S BARRIE ON L4N 9P6	410.91	0.00	410.91
177	THE WILLIAMSON GROUP	225 KING GEORGE ROAD BRANTFORD ON N3R 7N7	4,643.00	0.00	4,643.00
178	THURSTON MACHINE CO. LTD.	PO BOX 274 PORT COLBORNE ON L3K 5W1	153,680.00	0.00	153,680.00
179	TOM TUTTLEY	402 WHITEWOOD AVE NEW LISKEARD ON P0J 1P0	1.00	0.00	1.00
180	TOYOTA CREDIT CANADA INC.	200 - 80 MICRO COURT MARKHAM ON L3R 9Z5	6,321.26	0.00	6,321.26
181	TRANSCAT LTD.	P.O. BOX 5100 (T5023), STN. "F" TORONTO ON M4Y 2T5	590.22	0.00	590.22
182	TRAVIS WIGLE 1247	222 LAKE HEIGHTS RD NORTH BAY ON P1A 2Z3	1.00	0.00	1.00
183	UNICAST INC	871 STRENEI ROAD KELOWNA BC V1X 5E8	122,321.35	0.00	122,321.35
184	UNION GAS	P.O. BOX 2001 50 KEEL DR. N. CHATHAM ON N7M 5M1	18,383.60	0.00	18,383.60
185	UNITED PARCEL SERVICE	P.O. BOX 8157 MONCTON NB E1C 8W9	522.59	0.00	522.59
186	UNITED STEELWORKERS OF AMERICA	COMM. COURT POSTAL STATION P.O. BOX 9083 TORONTO ON M5L 1K1	947.40	0.00	947.40
187	VESUVIUS	ATTN: LINDA DUNCAN 303 PRINCE CHARLES DRIVE WELLAND ON L3B 5A6	5,980.25	0.00	5,980.25
188	VICTAULIC CUSTOM CASTING CO.	123 NEWBARK ROAD RICHMOND HILL ON L4C 3G5	1,172.94	0.00	1,172.94
189	WALLY HEARN	RR#1 COBALT ON P0J 1C0	1.00	0.00	1.00
190	WEAR-TEK	8021 WEST HWY 2 SPOKANE WA 99224 USA	39,475.59	0.00	39,475.59
191	WESA INC.	171 VICTORIA STREET NORTH KITCHENER ON N2H 5C5	2,179.49	0.00	2,179.49
192	WORKERS COMP. BOARD MANITOBA	333 BROADWAY WINNIPEG MB R3C 4W3	200.77	0.00	200.77

09-Jan-2015

Date


 Jeremy Birnie

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

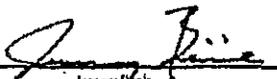
FORM 7B -- Continued

List "A"
 Unsecured Creditors
 Wabir Iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
193	WORKPLACE SAFETY & INS. BOARD	P.O. BOX 4115, STN "A" TORONTO ON M5W 2V3	28,233.04	0.00	28,233.04
194	WORKPLACE SAFETY & PREVENTION	SERVICES (WSPS) 5110 CREEKBANK ROAD MISSISSAUGA ON L4W 0A1	1,149.21	0.00	1,149.21
195	WORKPLACE SAFETY & PREVENTION SRV	5110 CREEKBANK ROAD MISSISSAUGA ON L4W 0A1	7,563.43	0.00	7,563.43
196	WORKPLACE SAFETY NORTH	P.O. BOX 2050, STN MAIN 690 MCKEOWN AVE. NORTH BAY ON P1B 9P1	1,025.04	0.00	1,025.04
197	XTREME STEEL & PROFILES	35 SINCLAIR AVENUE GEORGETOWN ON L7G 1J3	42,238.51	0.00	42,238.51
198	ZZ US EXCHANGE RATE 1.1360	-	122,420.00	0.00	122,420.00
Total:			5,360,077.86	1,274,533.78	6,634,611.64

05-Jan-2015

Date


 Jeremy D'Orsi

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

FORM 78 - Continued

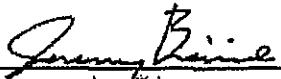
List "B"
 Secured Creditors

Wab Iron & Steel Corp

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	HERITAGE FUND	BRUCE STRAPP 200-70 FOSTER DRIVE SAULT STE-MARIE ON PGA 6V8	3,059,705.41	Business Assets - Machinery - Machinery & equipment Business Assets - Stock In Trade - Inventory Debts Due - Business - Accounts receivable Real Property or Immovable - Building and Land - New Liskeard - 330 Broadwood Ave		1,041,744.35 743,427.28 0.00 0.00		1,274,533.78
2	ROYAL BANK OF CANADA	RICHARD CRAWFORD 20 KING ST, 9TH FLOOR TORONTO ON M5H 1C4	1,562,921.71	Debts Due - Business - Accounts receivable Business Assets - Machinery - Machinery & equipment Business Assets - Stock In Trade - Inventory Real Property or Immovable - Building and Land - New Liskeard - 330 Broadwood Ave		1,087,921.71 0.00 0.00 475,000.00		
3	SOUTH TEMISKAMING COMMUNITY FUTURE DEV	467 FERGUSON AVE HAILEYBURY ON P0J 1K0	600,000.00	Business Assets - Machinery - Machinery & equipment Business Assets - Stock In Trade - Inventory Debts Due - Business - Accounts receivable Real Property or Immovable - Building and Land - New Liskeard - 330 Broadwood Ave		84,045.65 0.00 515,954.35 0.00		
Total:			5,222,627.12			3,848,093.34	0.00	1,274,533.78

09-Jan-2015

Date


 Jeremy Birnie

District of: Ontario
Division No. 15 - Halleybury
Court No. 31-1942523
Estate No. 31-1942523

FORM 78 - Continued

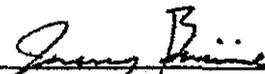
List "C"
Preferred Creditors for Wages, Rent, etc.

Webb Iron & Steel Corp

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

09-Jan-2015

Date


Jeremy Binn

District of: Ontario
 Division No. 15 - Haliburton
 Court No. 31-1942523
 Estate No. 31-1942523

FORM 78 - Continued

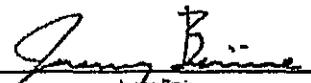
List "D"
 Contingent or Other Liabilities

Wab Iron & Steel Corp

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

09-Jan-2015

Date


 Jeremy Burns

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

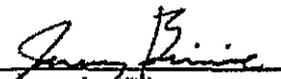
FORM 78 -- Continued

List "E"
 Debts Due to the Debtor
 Wabi Iron & Steel Corp

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Accounts receivable	330 Broadwood Ave New Liskeard ON P0J 1P0	Accounts receivable	1,603,876.06 749,428.25 0.00	Accounts receivable	09-Jan-2015	1,603,876.06	Accounts receivable
Total:				1,603,876.06 749,428.25 0.00			1,603,876.06	

09-Jan-2015

Date


 Jeremy Binie

District of: Ontario
Division No. 15 - Halleybury
Court No. 31-1942523
Estate No. 31-1942523

FORM 78 - Continued

List "F"

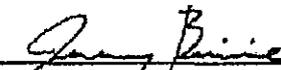
Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

Wabir Iron & Steel Corp

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

09-Jan-2015

Date


Jeremy Birnie

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

FORM 78 - Continued

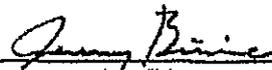
List "G"
 Real Property or Immovables Owned by Debtor

Wabi Iron & Steel Corp

Description of property	Nature of debtor interest	In whose name does the stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - New Liskeard - 330 Broadwood Ave - building and land	100% ownership	Wabi Iron & Steel Corp.	475,000.00	ROYAL BANK OF CANADA RICHARD CRAWFORD 20 KING ST, 9TH FLOOR TORONTO ON M5H 1C4 1,582,021.71 HERITAGE FUND BRUCE STRAPP 200-70 FOSTER DRIVE SAULT STE-MARIE ON P6A 6V8 3,059,705.41 SOUTH TEMISKAMING COMMUNITY FUTURE DEV 467 FERGUSON AVE HAILEYBURY ON P0J 1K0 600,000.00	0.00
Total:			475,000.00		0.00

09-Jan-2015

Date


 Jeremy Blin

District of: Ontario
 Division No. 15 - Halleybury
 Court No. 31-1942523
 Estate No. 31-1942523

FORM 78 -- Concluded

List "H"
 Property

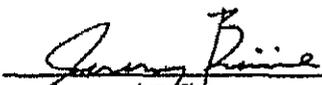
Wabir Iron & Steel Corp

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade		Inventory	0.00	743,427.28
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant		Machinery & equipment	0.00	1,125,790.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other			0.00	0.00
			Total	1,869,217.28

09-Jan-2015

Date


 Jeremy Blime

Court No. 31-1942523

File No. 31-1942523

In the Matter of the Proposal of
Wabi Iron & Steel Corp.
Of the City of New Liskeard
In the Province of Ontario

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

Richter Advisory Group Inc. - Trustee
Per:

Paul van Eyk, CPA, IPA, CIRP
181 Bay Street, 33rd Floor
Toronto ON M5J 2T3
Phone: (416) 488-2345 Fax: (416) 488-3765

Tab I

IN THE MATTER OF THE PROPOSAL OF**WABI IRON & STEEL CORP.
OF THE CITY OF NEW LISKEARD
IN THE PROVINCE OF ONTARIO****REPORT OF THE PROPOSAL TRUSTEE ON THE
FINANCIAL SITUATION OF THE DEBTOR AND THE PROPOSAL
(Sections 50(10)(b) and 50(5) of the *Bankruptcy and Insolvency Act*)**

This report provides an outline of the background and financial position of Wabi Iron & Steel Corp. ("Wabi" or the "Company"), including relevant information that should be of assistance to the Company's creditors in considering their position with respect to the Proposal (as defined herein) being presented by the Company to its creditors.

Enclosed are the following documents:

- Notice of Proposal to Creditors;
- Proposal, under Part III, Division I of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c.B-3 (the "BIA") lodged with Richter Advisory Group Inc. ("Richter" or the "Proposal Trustee") by the Company and filed with the Official Receiver on January 9, 2015 (the "Proposal");
- The Company's Statement of Affairs sworn January 9, 2015;
- A Proof of Claim form and general Proxy; and
- A Voting Letter.

In preparing this report the Proposal Trustee has relied upon unaudited financial information prepared by the Company's representatives, the Company's books and records, discussions with the Company's representatives and the Company's legal counsel. The Proposal Trustee has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of such information.

Unless otherwise stated, monetary amounts contained herein are expressed in Canadian dollars. Capitalized terms not otherwise defined in this report have the meanings attributed to such items in the Proposal.

Section A – Introduction and Background

Wabi is a privately held company, which manufactures metal castings and specialized equipment for the mining industry. Wabi also provides custom engineering services to a variety of industries.

The Company operates from an owned, 112,000 square foot facility located in Temiskaming Shores, Ontario. The Company has approximately 57 employees, including both salaried and hourly workers. The Company has a unionized workforce and also sponsors a pension plan for its employees.

Due, in part, to a depressed resource/mining sector and a general slowdown in the mining industry, Wabl has suffered declining sales and reduced gross margins resulting in operating losses over the previous several years.

In order to address its market and financial difficulties, the Company has informed the Proposal Trustee that it undertook a number of restructuring steps, including:

- (i) reducing its workforce;
- (ii) rationalizing its manufacturing operations to focus on higher margin products; and
- (iii) renegotiating the Company's obligations to certain of its secured creditors.

Notwithstanding the Company's restructuring efforts, the Company's current debt load has proven too much of a burden for the Company. As a result, on December 12, 2014 (the "NOI Filing Date"), the Company filed a Notice of Intention to Make a Proposal ("NOI") under Subsection 50.4(1) of the BIA.

On January 9, 2015, the enclosed Proposal naming Richter as Proposal Trustee, was filed with the Official Receiver.

Section B – Summary of the Proposal

A brief summary of the Proposal is provided below. The terms of the Proposal would be effective if:

1. The Creditors comprising the class of Unsecured Creditors vote for acceptance of the Proposal by a majority in number and two thirds in value of the Creditors comprising such class that are present, personally or by proxy, at the Creditors' Meeting and voting on the resolution; and
2. The Proposal is approved by the Court, in accordance with the provisions of the BIA.

The Proposal provides for the restructuring of the Company's liabilities through the distribution to Unsecured Creditors of either (i) a monetary payment of up to \$1,500, or (ii) a Payment Certificate, as further described below. The Proposal provides for the following:

1. The Proposal is not being made to the following Unaffected Creditors whose claims shall be dealt with in accordance with the agreements between the relevant Unaffected Creditor and the Company or as otherwise agreed between the relevant Unaffected Creditor and the Company:
 - (a) the Secured Creditor;
 - (b) the Term Lenders;
 - (c) the Unaffected Trade Creditors; and
 - (d) the claims relating to amounts owing to the pension plan for Wabl employees (registration number 1001916).
2. The fees and expenses of the Proposal Trustee and the Company, including legal fees and expenses of the Proposal Trustee and the Company in connection with the preparation of and proceedings arising out of or relating to the Proposal, are to be paid by the Company in priority to all Proven Unsecured Claims of Ordinary Creditors in accordance with the scheme of distribution set forth in the BIA.

3. Claims as of the NOI Filing Date that could be subject to a demand under subsection 224(1.2) of the *Income Tax Act (Canada)* (the "ITA"), any provision of the *Canada Pension Plan* or *Employment Insurance Act* that refers to subsection 224(1.2) of the ITA, or any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, shall be paid within six (6) months after the issuance of the Approval Order.
4. Amounts owing to the Company's employees and former employees that they would qualify to receive as claims under paragraph 136(1)(d) of the BIA if the Company became bankrupt on the NOI Filing Date, as well as all wages, salaries, commissions or compensation for services rendered after the NOI Filing Date but before Court approval of the Proposal, are to be paid immediately after the issuance of the Approval Order or as otherwise agreed. For greater certainty, amounts due or which may become due do not include claims for severance or termination pay or any compensation in lieu of notice of termination.
5. Unsecured Claims as of the NOI Filing Date are to be dealt with as follows:
 - (a) Creditors having (i) Proven Unsecured Claims in an aggregate amount of \$1,500 or less, and (ii) Creditors having Proven Unsecured Claims in an aggregate amount in excess of \$1,500 and who provide to the Proposal Trustee an Election to Reduce Claim prior to the date which is two (2) Business Days following the issuance of the Approval Order and who reduce the aggregate amount of their Proven Unsecured Claims to \$1,500, will receive within ten (10) Business Days after the Implementation Date or as soon thereafter as is practicable, a dividend equal to the lesser of \$1,500 and the aggregate amount of such Creditor's Proven Unsecured Claims;
 - (b) Creditors with Proven Unsecured Claims in an aggregate amount in excess of \$1,500 and who have not provided the Proposal Trustee with an Election to Reduce Claim on or before the date which is two (2) Business Days following the issuance of the Approval Order, will within thirty (30) Business Days following the Implementation Date or as soon thereafter as is practicable, receive a Payment Certificate in an amount equal to the aggregate amount of all its Proven Unsecured Claims. The Payment Certificate will provide that the holder of the Payment Certificate is entitled to a pro rata share of the amount to be distributed by the Company in accordance with paragraph 5(c) below;
 - (c) Within 180 days of the Company's fiscal year end commencing in 2015 and ending in 2017, the Company (not the Proposal Trustee) will distribute to holders of Payment Certificates, on a pro rata basis based upon the face amount of the Payment Certificates, an amount equal to their pro rata share of a percentage of the Company's income after taxes ("Profits") (calculated as set out below and determined pursuant to the Company's audited financial statements) which will be payable without interest, as follows:

Profits for the year	Percentage to Certificate Holders	Maximum Cumulative Payment to Certificate Holders
\$0 to \$1.5 million	20%	\$300,000
\$1.5 million to \$2.0 million	30%	\$450,000
\$2.0 million to \$2.5 million	40%	\$650,000
Greater than \$2.5 million	50%	Balance of outstanding Payment Certificates

Profits will be calculated in accordance with Canadian accounting standards for private enterprises. For certainty, Profits will not in any manner reflect any direct benefit Wabl receives as a result of any compromise of any Claim pursuant to the Proposal or pursuant to revised Term Lender obligations. The term of the Payment Certificates will be three years commencing with the 2015 fiscal year. The Company will make distributions each year until the earlier of (i) the distribution required for the 2017 fiscal year, or (ii) such time as the amount of the distributions made by the Company equals the total face amount of the Payment Certificates issued. If holders of Payment Certificates have not received the total face amount of their Payment Certificate once the payments in respect of the 2017 fiscal year are made, then the Payment Certificates will be of no further force and effect and the Company will have no further obligation to the holders of the Payment Certificates.

All distributions made to Unsecured Creditors, either by way of cash or Payment Certificate, will be net of the Superintendent of Bankruptcy levy payable pursuant to the BIA.

6. The monetary payment provided for in paragraph 5(a) above or the Payment Certificate will be distributed in full and final satisfaction of all Claims (other than Unaffected Claims) against the Company. On the Implementation Date, all Claims (other than Unaffected Claims) against the Company will be forever discharged and released, except only the obligations of the Company to make the monetary payments and distribute the Payment Certificates provided for in the Proposal.
7. On the Implementation Date, each Creditor (other than Unaffected Creditors) will be deemed to have given the consent, releases, assignments and waivers required to carry out the Proposal, and authorizations necessary to give effect to the terms of the Proposal.
8. All goods supplied and services rendered to the Company after the NOI Filing Date are to be paid in full in the ordinary course of business by the Company on terms agreed to between the Company and the relevant creditors.
9. On the Implementation Date, the Company, the Proposal Trustee and all of their respective affiliates, employees, agents, directors, former directors, officers, shareholders, advisors, consultants and solicitors are released and discharged from any and all claims relating to or arising out of any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date relating to the Claims, the business and affairs of the Company or the Proposal.
10. Sections 95 to 101 of the BIA, which relate to the power of a trustee in bankruptcy to challenge transactions, such as preferences and transfers at undervalue, are stated to not apply in the Proposal.
11. On the Implementation Date, to the extent permitted by the BIA, each and every present and former director of the Company shall be released and forever discharged from any and all claims against the Company where directors are by law liable in their capacity as directors for the payment of such obligations.
12. Upon distribution of the payments described in paragraph 5(a) above, the Payment Certificates referred to in paragraph 5(b) above, the payment of fees and disbursements described in paragraph 2 above and the payment of the Claims described in paragraphs 3 and 4 above, the Proposal will have been fully performed, and the Proposal Trustee will provide to the Company the certificate referred to in Section 65.3 of the BIA (Certificate of Full Performance of Proposal).

13. The implementation of the Proposal is conditional upon the fulfillment of all of the following conditions:

- (a) the Proposal being accepted by the Unsecured Creditors;
- (b) the Proposal being approved by the Court and the expiry of all appeal periods; and
- (c) the approval of a settlement agreement with each of the Term Lenders on terms satisfactory to the Company and the Term Lenders.

The description of the Proposal in this report is a summary only and is only provided for the assistance of the Creditors. In the event there is any inconsistency between this report and the Proposal, the terms of the Proposal shall govern. Creditors are advised to read the Proposal.

Section C – Financial Position and Causes of Difficulties

The Company's operating results for the fiscal years ended October 1, 2011, September 29, 2012, September 28, 2013 and September 27, 2014 are summarized in the table below:

Wabi Iron & Steel Corp. Historical Financial Results	Fiscal Year			
	2011 (unaudited)	2012 (audited)	2013 (audited)	2014 (unaudited)
Sales	\$ 13,835,159	\$ 16,018,718	\$ 15,288,087	\$ 12,578,205
Cost of Sales	(10,280,680)	(12,560,505)	(12,449,447)	(10,784,412)
Gross Profit	3,554,499	3,458,211	2,838,640	1,791,793
Operating Expense	(4,871,015)	(4,507,057)	(4,450,485)	(4,346,994)
Operating Loss	\$ (1,116,516)	\$ (1,048,846)	\$ (1,613,845)	\$ (2,555,201)

The Company has informed the Proposal Trustee that its financial difficulties have resulted from several factors, including a general slowdown in the resource/mining sector, declining sales and gross margins, and the Company's inability to reduce its fixed overhead costs to adjust to its current financial circumstances.

Section D – Interim Receiver

Not applicable.

Section E – Identification and Evaluation of Assets

According to the Company's Statement of Affairs, the Company's assets consist of the following:

Asset Description	Estimated Realizable Value per SOA
Accounts Receivable	\$ 1,603,876
Inventory	743,427
Capital Assets	1,600,790
Total	\$ 3,948,093

The Company's assets are discussed in greater detail below:

Accounts Receivable

According to the Company, the accounts receivable balance set out in its Statement of Affairs (\$1,603,876) is net of an allowance for doubtful accounts.

In a liquidation scenario, it is the Proposal Trustee's view that in addition to normal credit risk, customers may claim offsets for product warranty, lack of continued supply, back charges, etc. against amounts owed to the Company. In addition, the Company has advised the Proposal Trustee that in excess of 30% of its accounts receivable are from customers situated outside of Canada. As a result, the Proposal Trustee estimates that in a liquidation scenario, the realizable value of the Company's accounts receivable ranges between \$960,000 – \$1,500,000.

Inventory

According to the Company's books and records, the net book value of inventory, as of October 25, 2014, was approximately \$1,800,000. According to the Company, Wabi's inventory consists of raw materials (\$569,000), work-in-process (\$312,000) and finished goods (\$919,000). The Company has advised the Proposal Trustee that the value of inventory reported on Wabi's Statement of Affairs (\$743,427) was the estimated liquidation value for the Company's inventory.

In the Proposal Trustee's view, there is a limited market for the Company's inventory, as a significant portion of the parts manufactured by Wabi are highly specialized and customer specific. As a result, due to a lack of warranty or return rights in a liquidation scenario, discounts may be required to sell the Company's finished goods inventory to existing customers and there may be limited recoveries from the Company's raw materials and work-in-process. Based on the above and taking into consideration the current market rate for steel and scrap metal, the Proposal Trustee estimates that in a liquidation scenario, the realizable value of the Company's inventory ranges between \$520,000 and \$740,000.

Capital Assets

According to the Company's books and records, the net book value of the Company's capital assets, as of October 25, 2014, was approximately \$2,800,000. The Company's capital assets consist largely of real property and buildings and machinery and equipment.

The Company has advised the Proposal Trustee that the values attributed to its capital assets on Wabi's Statement of Affairs are liquidation values based on recent appraisals.

In the Proposal Trustee's view (it has not obtained an independent appraisal of the Company's capital assets), taking into account the manufacturing activities undertaken at the Company's facility and the Proposal Trustee's understanding that the Company's foundry and fabrication equipment is dated and subject to notable wear, the Proposal Trustee estimates that, in a liquidation scenario, the realizable value of the Company's capital assets ranges between \$1,130,000 - \$1,600,000, net of any commissions and expenses that would be charged by an auctioneer and/or real estate agent.

Section F – Conduct of the Debtor

The Proposal Trustee has performed a preliminary review of certain of Wabi's financial records, including the Company's bank statements for the 12 month period prior to the NOI Filing Date in order to identify (i) any disbursements greater than \$25,000 that may be considered preferences pursuant to the BIA, and (ii) any transactions that may be considered transfers at undervalue pursuant to the BIA.

Based on its preliminary review, the Proposal Trustee has not identified any disbursements and/or transactions in the 12 month period prior to the NOI Filing Date that may be considered preferences or transfers at undervalue. The Proposal Trustee will provide an update, if necessary, on its review of Wabi's financial records at the Creditors' Meeting to consider the Company's Proposal.

Section G – Creditor Claims

According to the Company's Statement of Affairs, Wabi's creditors are summarized in the table below:

Creditor Classification	Estimated Claim Per SOA	
Secured	\$	5,222,627
Preferred		-
Unsecured		5,360,078
Contingent		-
Total Claims	\$	10,582,705

Secured Creditor/Term Lenders

Based on the Company's books and records, Wabi's Secured Creditors, which include the Term Lenders, and the amount of their respective claims, as of December 12, 2014 (excluding any accrued interest and other recovery costs), are as follows:

Secured Creditor	Amount of Claim	
Royal Bank of Canada ("RBC")	\$	1,582,822
South Temiskaming Community Futures Development Corporation ("STCFDC")		600,000
Northern Ontario Heritage Fund Corporation ("NOHFC")		3,059,705
Total Claims	\$	5,222,627

The Proposal is not being made to the Secured Creditor/Term Lenders. As noted in Section B of this report, the Claims of the Secured Creditor/Term Lenders are to be dealt with in accordance with existing agreements between the Company and the respective Secured Creditor/Term Lenders or as otherwise agreed between Wabi and the Secured Creditor/Term Lenders.

As at the date of this report, the Proposal Trustee has not been provided with copies of the security documents executed in favour of the secured creditors and, consequently, the Proposal Trustee has not obtained an independent legal opinion on the validity and enforceability of the security granted by the Company in favour of each of RBC, STCFDC and NOHFC. The Trustee will provide an update on its review of the security granted by the Company in favour of each of RBC, STCFDC and NOHFC at the Creditors' Meeting to consider the Company's Proposal.

The Proposal Trustee also notes that, based on its review of a printout summarizing registrations of security interests against the Company pursuant to the *Personal Property Security Act* (Ontario), in addition to the above secured creditors, the following parties have registered a security interest against Wabi: National Leasing Group Inc., Toyota Credit Canada Inc., IBM Canada Limited, Bank of Nova Scotia, Mercedes-Benz Financial Services Canada Corporation, De Lage Landen Financial Services Canada Inc., Ford Credit Canada Limited, Northern Ontario Grow Bonds Corporation, the Babcock & Wilcox Company, and Babcock & Wilcox Power Generation Group, Inc. (collectively, the "Other Security Registrations").

Wabi has informed the Proposal Trustee that, as at the NOI Filing Date, no amounts were owed by the Company in respect of the Other Security Registrations. The parties holding the Other Security Registrations will be provided with notice of the Creditors' Meeting.

Preferred Creditors

According to the Statement of Affairs, no amounts are due to Preferred Creditors. Based on the Proposal Trustee's review of certain of the Company's financial records, it appears that all amounts owed to Wabi's employees, in respect of outstanding wages and vacation pay, which may have existed as of the NOI Filing Date, have been paid or will be paid by the Company in the ordinary course. Any employee claims that might exist at the time of Court approval of the Proposal will be paid immediately following Court approval in accordance with the terms of the Proposal and the BIA.

Unsecured Creditors

According to the Company's Statement of Affairs, Wabi's Unsecured Creditors are owed \$5,360,078, excluding any amounts owed to the Company's former employees for termination and/or severance pay.

Contingent Creditors

The Company is not aware of any contingent creditors.

Section H – Previous Dealings with the Debtor

The undersigned Proposal Trustee confirms that neither he nor the firm with which he is related has provided previous services to the Company in any capacity other than consulting with the Company in respect of its consideration to file a Notice of Intention to Make a Proposal and the preparation and filing of the Proposal. The Proposal Trustee further confirms that he does not have any knowledge of any conflict of interest situation arising from the acceptance of this appointment as Proposal Trustee.

Section I – Informal Meetings with Major Creditors

The Proposal Trustee has not had any informal meetings with major creditors.

Section J – Remuneration of Proposal Trustee

Payment of the fees and expenses of the Proposal Trustee, including the legal fees and disbursements of the Proposal Trustee, are provided for in the Proposal.

As at the date of this report, the Company has provided Richter with a retainer in the amount of \$30,000 of which \$10,000 has been provided to Fasken Martineau DuMoulin LLP, independent counsel retained by the Proposal Trustee.

Section K – Cash Flow Statement

In accordance with the BIA, the Proposal Trustee reviewed the cash flow statement and assumptions for the period December 12, 2014 to March 20, 2015 that were prepared by the Company (the "Cash Flow Statement") and which were filed with the Official Receiver. In reviewing the Cash Flow Statement, nothing has come to the Proposal Trustee's attention which would lead the Proposal Trustee to believe that the hypothetical and probable assumptions used by the Company in the preparation of the Cash Flow Statement are inconsistent with the purpose of the Cash Flow Statement.

Section L – Critical Suppliers

The Company has informed the Proposal Trustee that certain Creditors that supply goods and services to Wabi, which goods and services cannot reasonably be sourced from parties that are not Creditors without material delay or cost, are critical to the Company's ongoing operations and restructuring efforts. As noted in Section B of this report, the Proposal is not being made to these essential suppliers (the "Unaffected Trade Creditors") and these suppliers are to be paid the pre-filing amounts owed to them by Wabi in accordance with existing agreements with the Company or as may otherwise be agreed.

The Company has further advised the Proposal Trustee that, in the Company's view, there is significant risk that the Creditors in questions will not continue to provide goods and services to Wabi if the pre-filing amounts owing are not paid. In accordance with the Proposal, the Company is required to inform the Proposal Trustee of those Creditors it considers essential to its ongoing operations and restructuring efforts and who are to be treated as Unaffected Trade Creditors prior to the issuance of this report.

The Proposal Trustee agrees with the Company's view that an interruption of services provided by certain essential suppliers could have a significant and immediate detrimental impact on the business, operations and cash flows of Wabi. The Proposal Trustee, however, also recognizes that the Company's cash flows are limited and has worked with the Company to ensure that those parties identified as Unaffected Trade Creditors are minimized. The Unaffected Trade Creditors and the amount of their respective claims against the Company, as per the Statement of Affairs, are summarized below:

Creditor	Estimated Claim Per SOA	
Astech Alloy Steel Technologies	\$	80,738
Barberton Steel Industries		54,451
Century Pacific Foundry		122,394
Temiskaming Industrial Mining Eq.		67,807
Wear-Tek		44,844
Total	\$	370,232

The Proposal Trustee notes that if the Proposal is not accepted by the Creditors or approved by the Court, the payments to the Unaffected Trade Creditors may be subject to review as a preference pursuant to Section 95 of the BIA.

Section M – Statement of Estimated Realizations

Proposal Accepted

According to the Proposal, if the Proposal is accepted by the requisite majority of Creditors, Unsecured Creditors with Proven Unsecured Claims in the aggregate of \$1,500 or less, and creditors having Proven Unsecured Claims in an aggregate amount in excess of \$1,500 and who provide to the Proposal Trustee an Election to Reduce Claim prior to the date which is two (2) Business Days following the making of the Approval Order reducing the aggregate amount of their Proven Unsecured Claims to \$1,500, will receive a cash dividend equal to the lesser amount of their Proven Unsecured Claims or \$1,500.

Creditors with Proven Unsecured Claims who are owed in excess of \$1,500 and who have not elected to receive a cash dividend of \$1,500 will receive a Payment Certificate which will afford those Creditors an opportunity to receive a dividend up to a maximum amount equal to 100% their Proven Unsecured Claims against the Company. As set out earlier in this report, payments against the Payment Certificates will be made by the Company based on the amount of the Company's Profits for the fiscal year ended 2015 to 2017. The Proposal Trustee points out that no payments will be made against the Payment Certificates if the Company does not have any Profits in the fiscal years ended 2015 to 2017.

Distributions to creditors in respect of their Proven Unsecured Claims will be subject to the Superintendent of Bankruptcy's levy that will not exceed 5% of the dividend paid.

Proposal Not Accepted

If the Proposal is not accepted, Wabi would become bankrupt on January 30, 2015 and the Company's assets would vest with the trustee in bankruptcy, subject to the rights of the Company's secured creditors. The Proposal Trustee is of the view that in the event of a bankruptcy of the Company, at least one of RBC, STCFDC or NOHFC would likely appoint a receiver to realize on the Company's assets. The estimated realizable value of the Company's assets in a liquidation scenario is outlined in Section E of this report.

In the event of the Company's bankruptcy, there is risk that realizations from the Company's assets will be reduced resulting in diminished realizations for Creditors. In a bankruptcy scenario, assuming the Company's assets and liabilities as at January 30, 2015 are substantially the same as the Company's assets and liabilities as detailed the Company's Statement of Affairs, the Proposal Trustee estimates that, based on the information set out in Section E of this report, the realizations that would be available for distribution to the Company's Unsecured Creditors would be \$Nil as follows:

Asset Description	Estimated Realizable Value		Notes
	Low	High	
Accounts Receivable	\$ 960,000	\$ 1,500,000	1
Inventory	520,000	740,000	2
Capital Assets	1,130,000	1,600,000	
Estimated Gross Realizations	2,610,000	3,840,000	
Less:			
Claims of Secured Creditors	(5,222,627)	(5,222,627)	3
Source Deductions	-	-	4
Estimated Fees of Receiver/Trustee in Bankruptcy	(200,000)	(100,000)	
Amount Available for Distribution	\$ Nil	\$ Nil	

Notes:

1. In a bankruptcy, estimated recoveries from accounts receivable may be negatively impacted by customer claims for offsets for potential product warranty claims, lack of continued supply, back charges, etc.
2. The products manufactured by Wabi are highly specialized and many are customer specific. As a result, significant discounts may be required to sell the Company's finished goods, which largely consist of metal castings and mining machinery products, and there may be limited recoveries from the Company's raw materials and work in process inventory.

3. This amount represents the amounts owing to the Company's secured creditors, as at December 12, 2014, excluding accrued interest and other recovery costs (see Section G of this report).
4. According to the Company, there are no amounts owing for source deductions.

Section M – Recommendations

If Wabi becomes bankrupt, the Unsecured Creditors of Wabi would only receive a dividend if the net realizations from Wabi's assets were sufficient to pay (i) Wabi's secured creditors (including their costs in realizing on the Company's assets), (ii) preferred creditors, and (iii) the fees and disbursements of the trustee and/or receiver. Based on the claims of secured creditors referred to in this report and estimated professional fees of approximately \$100,000 - \$200,000, the realizations from Wabi's assets would likely need to be at least \$5,500,000 in order for there to be any distribution to the Company's Unsecured Creditors in a bankruptcy scenario.

Based on the Company's assets as at December 12, 2014 set out on the Statement of Affairs and the information set out herein, the amount available for distribution to Wabi's Unsecured Creditors with Proven Unsecured Claims of up to \$1,500, or those Creditors who file an Election to Reduce Claim in accordance with the terms of the Proposal, would be higher if the Proposal is accepted by Wabi's Creditors and approved by the Court, and the required payments are made by the Company to the Proposal Trustee, than in a bankruptcy scenario. For those Creditors with Proven Unsecured Claims of greater than \$1,500 and who do not file an Election to Reduce Claim, acceptance of the Proposal affords those Creditors the opportunity to receive a dividend of up to 100% of their Proven Unsecured Claims depending on the profitability of Wabi over the next three (3) fiscal years.

Accordingly, the Trustee recommends that Wabi's Unsecured Creditors accept the Proposal in order to provide the Company's Unsecured Creditors with the opportunity to maximize their return from Wabi's indebtedness to them.

Section N – Meeting of Creditors

In completing the Proof of Claim form enclosed herewith, Creditors should only include all amounts outstanding as of December 12, 2014.

It is expressly noted and should be clearly understood that Richter, acting solely in its capacity as Proposal Trustee, assumes no responsibility for any claims against Wabi before, on, or after the NOI Filing Date.

Creditors may attend the meeting to consider the Proposal either in person or by proxy. The meeting to consider the Proposal will be held on January 30, 2015 at 11:00 a.m. at the Park Inn by Radisson, 175 Derry Road East, Mississauga, Ontario.

Please note that in order for your vote to count in connection with the Proposal, it is necessary that you complete and submit the enclosed documents prior to the meeting.

Creditors who do not wish to attend or be represented at the meeting but who wish to vote, may forward their Proofs of Claim and voting letters to the Proposal Trustee so as to be received prior to the meeting.

Should you have any questions in connection with the Proposal or this report, please contact Mr. Anthony Dalfio at (416) 642-4835 or via email at adalfio@richterconsulting.com.

Dated at Toronto, Ontario, this 20th day of January, 2015

Richter Advisory Group Inc.
In its capacity as Proposal Trustee re
the Proposal of Wabi Iron & Steel Corp.

A handwritten signature in black ink, appearing to read 'AS', with a horizontal line extending to the right from the end of the signature.

Adam Sherman, MBA, CIRP

Tab J

DISTRICT OF ONTARIO
 Division No. 15-Haileybury
 Court No. 31-1942523
 Estate No. 31-1942523

**IN THE MATTER OF THE PROPOSAL OF
 WABI IRON & STEEL CORP.
 OF THE CITY OF NEW LISKEARD
 IN THE PROVINCE OF ONTARIO**

MINUTES OF THE FIRST MEETING OF CREDITORS

Minutes of the First Meeting of Creditors (the "Meeting") of Wabi Iron & Steel Corp. ("Wabi" or the "Company"), held on January 30, 2015 at 11:00 a.m. at:

Park Inn by Radisson
 175 Derry Road East
 Mississauga ON
 L5T 2Z7

ATTENDANCE

Adam Sherman, Richter Advisory Group Inc. (Proposal Trustee)
 Anthony Dalfio, Richter Advisory Group Inc. (Proposal Trustee)
 Larry Ellis, Cassels Brock & Blackwell LLP (Wabi's Counsel)
 Monique Sassi, Cassels Brock & Blackwell LLP (Wabi's Counsel)
 Jeremy Birnie, President of Wabi Iron & Steel Corp.
 Conor O'Neill, Fasken Martineau DuMoulin LLP, (Proposal Trustee's Counsel)

Additional attendees (the "Attendees") are as listed on the sign-in sheet attached hereto as Appendix "A".

CALL TO ORDER

The Chairperson (as hereinafter defined) called the Meeting to order at 11:00 a.m.

Adam Sherman, Vice President of Richter Advisory Group Inc. ("Richter" or the "Proposal Trustee") informed the Attendees that he would be chairing the Meeting (the "Chairperson"), as a nominee of the Official Receiver, pursuant to Section 51(3) of the *Bankruptcy and Insolvency Act* (the "BIA") and that any question or dispute arising at the Meeting would be decided by the Chairperson, and that any creditor may appeal the decision of the Chairperson to the Court.

The Chairperson declared the Meeting properly called, and a quorum being present, duly constituted.

The Chairperson introduced Mr. A. Dalfio of Richter Advisory Group Inc., Mr. C. O'Neill of Fasken Martineau DuMoulin LLP, the Proposal Trustee's counsel, Mr. J. Birnie of Wabi and Mr. L. Ellis and Ms. M. Sassi of Cassels Brock & Blackwell LLP, counsel for the Company.

The Chairperson verbally reported on events to date, and tabled the following documents:

- Proposal;
- Report of the Proposal Trustee on the Financial Situation of the Debtor and the Proposal (the "Proposal Trustee's Report");
- Cash-flows;
- Company's Report on Cash-flows;
- Proposal Trustee's Report on Cash-flows;
- Statement of Affairs;
- Notices to Creditors;
- Affidavits of Mailing for the Notices to Creditors; and
- Claims register, including Election to Reduce Claim Forms, Proxies and Voting Letters.

The Chairperson advised the Attendees that the purpose of the Meeting was to:

- Provide additional information to Wabi's creditors in respect of the Company;
- Provide an opportunity for the Company's creditors to ask questions in connection with the Company and/or its Proposal;
- Consider and vote on Wabi's Proposal; and
- Appoint estate inspectors.

TRUSTEE'S REPORT TO CREDITORS ON THE PROPOSAL

All Attendees advised that they had received and reviewed the Proposal Trustee's Report. Additional copies of the Proposal Trustee's Report were made available at the Meeting.

The Chairperson provided a brief overview of the background of the Company and the causes for its financial difficulties, as detailed in the Proposal Trustee's Report.

The Chairperson reported on the Proposal Trustee's findings related to its review of the Company's financial records to identify any transactions that may be considered preferences and/or transfers at undervalue, as detailed in the Proposal Trustee's Report.

The Chairperson commented on the potential recoveries for Wabi's unsecured creditors should the Proposal be accepted or, in the alternative, the bankruptcy of the Company.

The Chairperson confirmed that, in the Proposal Trustee's view, the Proposal was advantageous since the Proposal provided the best opportunity for Wabi's unsecured creditors to maximize their recovery from the Company's assets and the Proposal contemplated a distribution to creditors that likely exceeded the dividend that would be available from a bankruptcy.

QUESTION PERIOD

The Chairperson invited questions from the floor.

There were no questions.

VOTING PROCESS AND CLAIMS

The Chairperson explained the voting procedure at the Meeting and explained that only those creditors that had filed a proof of claim with the Proposal Trustee prior to the Meeting and/or held a valid proxy (where applicable) were eligible to vote at the Meeting.

The Chairperson advised the Attendees of the following:

- 111 proofs of claim totaling \$5,322,425.74 had been filed with the Proposal Trustee prior to the Meeting;
- 54 creditors, with claims totaling \$848,247.44, were in attendance at the Meeting either in person or represented by proxy (including 53 proxies in favour of the Proposal Trustee in the aggregate amount of \$843,847.44);
- 92 creditors, with claims totaling \$2,072,402.27, voted in favour of the Proposal; and
- 5 creditors, with claims totaling \$262,231.35, voted against the Proposal.

VOTE ON WABI'S PROPOSAL

The Chairperson requested that votes be submitted from any person who had not yet filed a voting letter with the Proposal Trustee. Following a calculation of the votes, the Chairperson informed the Meeting of the results of the vote, which were as follows:

Vote Results	# of Creditors	% (#)	Value (\$) of Claims	% (\$)
In Favour	92	94.8%	2,072,402.27	88.8%
Against	5	5.2%	262,231.35	11.2%
Total	97	100.0%	2,334,633.62	100.0%

The Chairperson confirmed to the Meeting that Wabi's Proposal had been accepted its creditors.

A summary of the Voting Register is attached hereto as Appendix "B".

COURT APPROVAL OF THE PROPOSAL

The Chairperson advised the Attendees that, in accordance with the BIA, the Proposal Trustee would be making an application to the Court for Court approval of the Proposal within 5 days of the Proposal's acceptance.

APPOINTMENT OF INSPECTORS

The Chairperson advised the Meeting of the role of inspectors in the administration of Wabi's Proposal and inquired if there were any individuals willing to act in this capacity. The following individuals, although not present at the Meeting, had expressed their desire to act as inspectors in Wabi's Proposal:

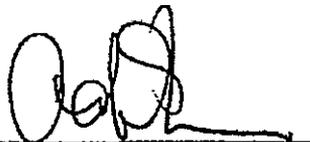
- Sue Cote
- Frank DeMedico

The Chairperson asked if any other individuals, in addition to the people named above, wished to be an inspector. None of the other Attendees expressed an interest in acting as an inspector.

There being no objections to the above list of potential inspectors, the motion to appoint the above-named individuals as inspectors was carried unanimously.

ADJOURNMENT

There being no further business, it was unanimously resolved that the Meeting be adjourned. The Meeting was adjourned by the Chairperson at approximately 11:15 a.m.

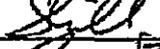
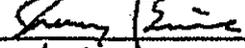
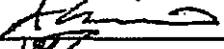
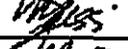


Adam Sherman, Chairperson

Appendix "A"

Attendance register at the First Meeting of Creditors

In the Matter of the Proposal of
Wabir Iron & Steel Corp.
Of the City of New Liskeard
in the Province of Ontario

Individual's Name	Company's Name	Name of Creditor represented	Telephone Number	Signature
ADAM STEPHAN	RITTER	TRUSTEE		
ANTHONY DAVID	RITTER	TRUSTEE		
CONDOR O'NEILL	FASKEN MARTINEN	Counsel to Trustee		
Jeremy Birnie	Wabi Iron & Steel Corp	Wabi		
JAMES MIMMS	N/A	Wabi		
Monique Sassi	Cassels Brock	Wabi (counsel)		
Lang Ellis	Cassels Brock	Wabi (counsel)		

Appendix "B"

Wabi Iron & Steel Corp.**Voting Register re Vote on Proposal (January 30, 2015)**

Votes For		Votes Against	
Number	92	Number	5
Percentage in Number	94.8%	Percentage in Number	5.2%
Dollar Value	2,072,402.27	Dollar Value	262,231.35
Percentage in Dollar Value	88.8%	Percentage in Dollar Value	11.2%

Tab K

RICHTER

February 13, 2015

To the Creditors of Wabi Iron & Steel Corp.

Re: Wabi Iron & Steel Corp. ("Wabi" or the "Company") – Proposal

At the General Meeting of Creditors held on January 30, 2015, the Company's Proposal was accepted by the required majority of Unsecured Creditors. Specifically, in excess of 94% of the Unsecured Creditors (representing in excess of 88% of the value of the claims of the Unsecured Creditors) voting on the resolution, voted for the acceptance of Wabi's Proposal.

An application to the Court for approval of Wabi's Proposal has been scheduled for March 2, 2015.

As per paragraph 6.1(b) of the Company's Proposal, Unsecured Creditors with Proven Unsecured Claims in excess of \$1,500 who wish to receive a monetary payment of \$1,500 in full and complete satisfaction of their claims against Wabi (as opposed to the Payment Certificate referred to in the Company's Proposal) are required to provide the Proposal Trustee with a completed Election to Reduce Claim form prior to March 4, 2015. For greater certainty, Unsecured Creditors with Proven Unsecured Claims against Wabi in excess of \$1,500 who do not provide the Proposal Trustee with an Election to Reduce Claim form prior to March 4, 2015 will receive a Payment Certificate, in accordance with paragraph 6.1(c) of the Company's Proposal, in respect of their Proven Unsecured Claim.

A copy of Wabi's Proposal, a Proof of Claim form, an Election to Reduce Claim form, and other Proposal documents can be found on the Proposal Trustee's website at www.richter.ca/en/insolvency-cases/w/wabi-iron-and-steel-corp.

Should you have any questions or require further information, please contact Mr. Anthony Dalfo of the Proposal Trustee's office at 416-542-4835 or the undersigned.

Regards,

Richter Advisory Group Inc.
Trustee acting *in re* the proposal of
Wabi Iron & Steel Corp.



Adam Sherman, MBA, CIRP

Richter Advisory Group Inc.
181 Bay Street, 33rd Floor
Toronto, ON M5J 2T3
www.richter.ca

Montréal, Toronto



CANADA
Province of Ontario
District of: Ontario
Division No. 15-Halifax
Court No. 31-1942523
Estate No. 31-1942523

SUPERIOR COURT OF JUSTICE
in Bankruptcy and Insolvency

**Notice of Hearing of Application for Court Approval of Proposal
(Paragraph 58(b) of the Act)**

**In the Matter of the Proposal of
Wabi Iron & Steel Corp.
Of the City of New Liskeard
In the Province of Ontario**

Take notice that an application will be made to the court, at 330 University Avenue, 8th Floor, in the City of Toronto, in the Province of Ontario, on the 2nd day of March 2015 at 10:00 a.m., to approve the proposal of Wabi Iron & Steel Corp., that was accepted by the creditors at a meeting held on the 30th day of January, 2015.

Dated at the City of Toronto, in the Province of Ontario, this 13th day of February 2015.

Richter Advisory Group Inc.
Trustee acting *in re* the proposal of
Wabi Iron & Steel Corp.



Adam Sherman, MBA, CIRP

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Toronto, ON M5J 2T3
www.richter.ca Montréal, Toronto

(français – recto)



RICHTER

CANADA
 Province de l'Ontario
 District de : l'Ontario
 No division : 15-Halifaxbury
 No cour : 31-1942523
 No dossier : 31-1942523

COUR SUPÉRIEURE DE JUSTICE
 en matière de faillite et d'insolvabilité

**Avis d'audition de la demande d'approbation par le tribunal d'une proposition
 (alinéa 58(b) de la Loi)**

**Dans l'affaire de la proposition de
 Wabi Iron & Steel Corp.
 de la ville de New Liskeard
 en la province de l'Ontario**

Avis est donné qu'une demande sera faite au tribunal au 330, Avenue University, 8^e étage, de la ville de Toronto, dans la province de l'Ontario, le 2^e jour de mars 2015 à 10 heures, en vue de faire approuver la proposition de Wabi Iron & Steel Corp., qui a été acceptée par les créanciers lors d'une assemblée tenue le 30^e jour de janvier 2015.

Daté le 13^e jour février 2015, à Toronto, en la province de l'Ontario.

Richter Groupe Conseil Inc.
 Syndic agissant *in re* la proposition de
 Wabi Iron & Steel Corp.



Adam Sherman, MBA, CIRP

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Montréal, Toronto

(English - Over)



Estate Number: 31-1942523

Court File No: 31-1942523

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS AMENDED

AND IN THE MATTER OF THE PROPOSAL OF WABI IRON & STEEL CORP., OF THE CITY OF NEW LISKEARD, IN THE PROVINCE OF ONTARIO

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced in Toronto

**REPORT OF TRUSTEE ON PROPOSAL
(February 20, 2015)**

**FASKEN MARTINEAU DuMOULIN LLP
333 Bay Street – Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6**

**Stuart Brotman (LSUC# 43430D)
Dylan Chochla (LSUC# 62137I)**

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Fax: 416 364 7813

sbrotman@fasken.com

dchochla@fasken.com

**Lawyers for Richter Advisory Group Inc. in its
capacity as Trustee under the Notice of Intention to
make a Proposal of Wabi Iron & Steel Corp.**

Estate Number: 31-1942523
Court File No: 31-1942523

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS AMENDED

**AND IN THE MATTER OF THE PROPOSAL OF WABI IRON & STEEL CORP., OF THE CITY OF NEW LISKEARD, IN
THE PROVINCE OF ONTARIO**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced in Toronto

**MOTION RECORD
(Returnable March 2, 2015)**

**FASKEN MARTINEAU DuMOULIN LLP
333 Bay Street – Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6**

**Stuart Brotman (LSUC# 43430D)
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**Lawyers for Richter Advisory Group Inc. in its
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