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:

- 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;
- claims of Royal Bank of Canada, Northern Ontario Heritage Fund Corporation (ii) 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.

- 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 "!".
- 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:
 - 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:
 - 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.

Adam Sherman, MBA, CIRP

Appendix "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 & Seel Corp.
Insolvent Person

To be completed by Official Receiver:

Filling 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		
CCURACY ENV. ABORATIES	PO BOX 426 1470 GOV'T ROAD WEST KIRKLAND LAKE ON P2N 3J1		954.17		
EVITAS	455 ARCHER DRIVE, BOX 518 KIRKLAND LAKE ON P2N 3J5		621.50		
AIR LIQUIDE CANADA INC.	1700 STEELES AVE EAST BRAMALEA ON L6T 1A6		8,330.74		
ARSPRINT 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 POJ 1K0		4,685.70		
ARI 2912473 CANADA LTD.	1355-C CITE DES JEUNES ST CLET PQ JOP 1S0		3,969.00		
ASBURY WILKINSON INC.	1115 SUTTON DRIVE BURLINGTON ON L7L 5ZB		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		11,250.0		
B & G INDUSTRIAL SERVICES LTD.	P.O. BOX 1585 - HWY 65E NEW LISKEARD ON P0J 1E0		1,935.1		
B&L INFORMATION SYSTEMS, INC.	4707 RAMBO ROAD BRIDGMAN MI 49106 USA		6,302.4		
BARBERTON STEEL INDUSTRIES	P.O. BOX 350 240 EAST HUSTON STREET BARBERTON OH 44203 USA		47,932.1		



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, 126TH STREET SURREY BC V3W 4G1		122,393.55		
COMBINED METAL INDUSTRIES INC.	505 GARYRAY DR TORONTO ON M9L1P9		13,491.30		
DAYTON FREIGHT LINES INC.	PO BOX 340 VANDALIA OH 45377 USA		900.82		
DIBBLEE TOOLS LTD.	161 ONEIDA DRIVE POINTE-CLAIRE PQ H9R 1A9		3,055.86		
DOUPE BENNETT MCLEOD	P.O. BOX 2999 NEW LISKEARD ON POJ 1P0		9,759.08		
DR. MARK CHURMAN	R.R. #3 12 APPALOOSA DRIVE NEW LISKEARD ON POJ 1P0		4,500.00		
E.T. ENGINEERING INC.	R.R. #1 970 DERLAND ROAD CORBEIL ON POH 1K0		4,633.00		
EARLTON COUNTRY STORE	69, 10TH AVENUE EARLTON ON POJ 1E0		2,026.78		
EMOND - HARNDEN, LLP	GLEBE CHAMBERS 707 BANK STREET OTTAWA ON K1S 3V1		26,254.73		
EMPLOYMENT OFFICE CANADA	6HT FLOOR 1133 MELVILLE ST. VANCOUVER BC V6E 4E5		2,194.54		
ENSIGHT CANADA	806 - 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	88 ELLIS DRIVE BARRIE ON L4N 8Z3		5,672.60		
EXPEDITE PLUS	917 NIPISSING ROAD, UNIT C MILTON ON LOT 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 \$25	ov or more.	
Creditor	Address	Account#	Claim Amount
IPERIAL COLLISON ENTRE	1000 KINGSWAY SUDBURY ON P3B 2E5		1,340.28
IDUCTION IRON INC.	203B - 13909 N. DALE MABRY HWY. TAMPA FL 33618-2413		2,171.06
IDUSTRIAL SAFETY RAINERS INC.	219 SAUNDERS ROAD BARRIE ON L4N 9A3		3,503.00
NDUSTRY CANADA	2ND FLOOR EAST 200A - 235 QUEEN OTTAWA ON K1A 0H5		13,314.94
NSIGHT CANADA INC.	5410 DECARIE BLVD MONTREAL PQ H3X 4B2		3,124.69
SN SOFTWARE CANADA	PO BOX 9603, STN M CANADA AB T2P 0E9		4,915.50
IAMES LATHEM 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 - 1775, BOUL BECANCOUR BECANCOUR QC G9H 3V4		9,030.68
LEVITT SAFETY LIMITED	2872 BRISTOL CIRCLE OAKVILLE ON L6H 5T5		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 37801 USA		710.6
MACHITECH INC.	225 BLVD. BONA-DUSSAULT ST.MARC DES CARRIERES QC G0A 4B0		4,194.7
MACKEWN EXCAV. & CONTRACTING	A DIV. OF 1329148 ONTARIO LTD. 118253 SALES BARN RD BX1387 NEW LISKEARD ON POJ 1P0		480.2
MAJIC JOINING INNOVATION CTR	P.O. BOX 303 140 GOVERNMENT ROAD EAST KIRKLAND LAKE ON P2N 3H7		5,479.3



List of Creditors with claims of \$250 or more.					
Creditor	Address	Account#	Claim Amount		
NORTHERN TELEPHONE	P.O. BOX 2208 TORONTO ON M5S 3G1		3,354.29		
ONTARIO COURT OF JUSTICE	THE TOWN OF TEMISKAMING SHORES PROVINCIAL OFFENCES COURT HAILEYBURY ON POJ 1K0		59,260.00		
ONTARIO MINING ASSOCIATION	520 - 5775 YONGE ST. TORONTO ON M2M 4J1		1,695.00		
OPTA MINERALS	P.O. BOX 260 407 PARKSIDE DRIVE WATERDOWN ON LOR 2H0		6,678.30		
ORIS EXPRESS CANADA INC	AMF BOX 6020 6500 SILVER DART DRIVE, 233 CORE "C" MISSISSAUGA ON L5P 182		980.00		
OSHTECH INCORPORATED	100 - 400 YORK ST. LONDON ON N6B 3N2		2,666.80		
OVERHEAD DOOR CO. OF SUDBURY	P.O. BOX 2608 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		19,762.97		
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 5K2		3,080.73		
PYROTEK INCORPORATED	2400 LEMIRE BLVD. DRUMMONDVILLE PQ J2B 6X9		576.30		
QSTEEL MINING SUPPLIES LTD	BICTON WA6157 6 CAVAN STREET BICTON WA6157 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		2,123.98		
RBC - RRSP	NEW LISKEARD ON P0J 1P0		52,476.82		
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 NG.	200 - 80 MICRO COURT MARKHAM ON L3R 925		6,321.26			
FRANSCAT LTD.	P.O. BOX 5100 (T5023), STN. "F" TORONTO ON M4Y 2T6		590.22			
JNICAST INC	871 STREMEL ROAD KELOWNA BC V1X 5E6		122,321.35			
JNION GAS	P.O. BOX 2001 50 KEIL DR. N. CHATHAM ON N7M 5M1		18,383.80			
UNITED PARCEL SERVICE	P.O. BOX 6157 MONCTON NB E1C 9W9		522.59			
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		2,179.49			
WORKPLACE SAFETY & INS. BOARD	P.O. BOX 4115, STN "A" TORONTO ON M5W 2V3		28,233.04			
WORKPLACE SAFETY & PREVENTION	SERVICES (WSPS) 5110 CREEKBANK ROAD MISSISSAUGA ON L4W 0A1		1,149.21			
WORKPLACE SAFETY & PREVENTION SRV	5110 CREEKBANK ROAD MISSISSAUGA ON L4W 0A1		7,563.43			
WORKPLACE SAFETY NORTH	P.O. BOX 2050, STN MAIN 690 MCKEOWN AVE. NORTH BAY ON P1B 9P1		1,025.04			
XTREME STEEL & PROFILES	35 SINCLAIR AVENUE GEORGETOWN ON L7G 1J3		42,238.5			
Total		Property of the second	9,426,961.2			





Industry Canada

Industrie Canada

Office of the Superintendent of Bankruptcy Canada

Bureau du surintendant des faillites Canada

District of Division No.

Ontario

Court No.

15 - Haileybury 31-1942523

Estate No.

31-1942523

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

Wabi 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 aforenamed 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 aforenamed insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: December 15, 2014, 10:48



Appendix "B"

Wabi Iron & Steel Corp Cash Flow Forecast

Net Cash Flow	Total Cash Disbursements	Other	Prolessonal Frees	Bank Fees / Interest	Insurance	H5T	BISM	Rent / Property Taxes	titilities.	Materials / Supplies / Freight	Laking to believe	Barrell & Benefits	Subcontractors	Cash Disbursements	Cash Receipts	Week Ending	Cash Flow Forecast
134,049	126,212	5,000	5,000	5,000						58,440		•	52,773		\$ 250,261	19-Dec	
(156,439)	304,723	5,000	5,000			2,800	4,000		25,000	70,136		171.797	21,000		250,261 \$ 148,284 \$ 215,810 \$ 216,539 \$ 178,265 \$ 207,484 \$ 146,660 \$ 114,598 \$ 643,000 \$ 200,000	26-Dec	
96,718	119,092	5,000	5,000		10,500	4	,	,	,	69,592			29,000		215,810	2-Jan	
(204,033)	430,572	5,000	80,000						95,000	49,785		171.787	29,000		226,539	9 Jan	
39,825	138,440	5,000	000,01	5,000					35,000	58,440		•	25,000		\$ 178,265	16-120	
[36,452]	243,936	5,000	35,000			•				40,472		152,461	5,000		5 207,484	23-Jan	
63	146,592	5,000	5,000			10,000	22,000		50,000	49,352		•	15,000	:	\$ 146,660 !	30-Jan	
(167,474)	282,072	5,000	35,000		10,500	; ;	,			34,76	100	171,787	15,000	i	; 114,598 ;	6-feb	
149,560	493,440	5,000	, too	3,000	3.	,			non/er	20,410	5		415,000		643,000 9	13-Feb	
(48,936)			45,000		•	•						152,461				20-Feb	
(66,592)	116,592	5,000		,		com'c	5,500	3	50,500		20 500		משוננו		50,000 \$	27-Feb	
(20,822)	252,072	2,000	sou,ue		one-or		. ,	1		10.000	386.01	171,787	TOWER T		Z31,250	6-Mar	
313,065	1,064,461	Divis.		2,000	ē,			,	,	30,730	44 64		17671		\$ 1,377,526	13-Mar	
(109,936)	299,936	2,000	orm'ne	,			1	•		,	91 675	152,461	21,300	11 000	\$ 190,000	27-Feb 6-Mar 13-Mar 20-Mar Total	
(87,399)	4,267,076	(sosto)	200,000	200,000	20.000	22,500	17.800	28 000	į	205.000	706.453	1,144,531	1,070,000	1 6 4 2 707	\$ 50,000 \$ 231,250 \$ 1,377,526 \$ 190,000 \$ 4,179,677	Total	

The projected statement of cash flow has been prepared pursuant to the requirements of Section SO.4[2] and SO(6[4]) of the Bonkrupity and Insolvency Act and solely for that purpose.

Dated at New Linksact, Omario, this 19th day of December, 2014.

Name of Signing Officer

The of Signing Officer

This projected statement of cash flow of Walbi from & Steel Corp has been prepared an accordance with Section 50.4(2) and SQ(6)(a) of the Bonktruptey and Insolvency Act and should be read in conjunction with the attached Trustee's Report of Cash Flow Statement dated the 19th day of December, 2014 and the Report on Cash Flow Statement by the Company Making the Proposal dated the 19th day of December, 2014.

 District of:
 Ontario

 Division No.
 15 - Haileybury

 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) 488-3765

District of: Ontario
Division No. 15 - Haileybury
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

Estale 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 altached 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

Jeremy Birnie, President

Name and title of signing officer

District of:

Ontario

Division No.

15 - Haileybury

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

Wabi Iyon & Steel Corp

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 Onlario, this 19th day of December 2014.

Appendix "C"

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;

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- "Claim" means any right of any Person against the Debtor that may be (f) 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;
- (I) "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;

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- (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

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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.

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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

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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

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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.

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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.

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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:

- 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;
- 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 ore of wrongful or oppressive conduct by directors.

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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

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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

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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-Birni

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

Appendix "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 ●, 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:
 - 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.
- 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.
- 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.

WA	ABI IRON & STEEL CORP.
By:	
•	authorized signing officer

Appendix "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:

Name of Shareholder	Number of Common Shares		
	<u>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

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

From: 7056476779

___c/s

Peter Birnie - Secretary

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 Temiskaming 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

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,

Peter Birnie

Secretary-Treasurer

IN WITNESS WHEREOF I have hereunto signed my name this 2 day of May 2009.

MAY-26-2009 08:24AM From: 7056476779

ID:WESTIN BRISTOL PLC

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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, ths

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lay of May, 2009.

GENERAL SECURITY AGREEMENT

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 (whather 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:

- all inventory of whatever kind and wherever situate;
- 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 Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- 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

(vili) 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 (c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", change statement Property", "proceed", "Inventory", "accession", "Money", "Account", "financing statement" and "financing Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as 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 deemed a reference to "Collateral" shall, unless the context otherwise requires, be

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, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and again and whether Debtor be bound alone or with another or others and whether extinguished and thereafter incurred collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, any 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

Debtor represents and warrants and so long as this becurity 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

(b) all Intellectual Property applications and registrations are valid and in good standing and Deptor 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 situate 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.

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:

- 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,
 - 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.

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.

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.

INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

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

EVENTS OF DEFAULT 11.

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:

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 If any certificate, statement, representation, warranty or audit report heretore or hereafter turnished 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. ACCEL FRATION

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.

REMEDIES 13.

(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 servents, 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 situate, 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 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

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 amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors

(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 situate) 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

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 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.

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.

colleteral 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 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 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.

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

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

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 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 Agreement. In the event that Debtor is an 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.

COPY OF AGREEMENT 15.

(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:

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	SECOND NAME		BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DESTOR	CITY		PROVINCE		POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME		BIRTH DATE YEAR MONTH DAY	
ADDRESS OF INDIVIDUAL DESTOR (IF DIFFERENT FROM ABOVE)	CITY		PI	ROVINCE	POSTAL CODE
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SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

330 Broadwood Avenue New Liskeard, Ontario POJ 1PO

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

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;
- 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 redispose 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 Obliged 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.

WABYIRON & 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

AND:

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;
 - 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");
- 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 <u>Intangibles:</u> 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 <u>Proceeds:</u> 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.

- 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 form 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. <u>Loss:</u> 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. <u>Default:</u> 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;

- 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 files 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.
- 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 Part. 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 cots, 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 wand 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.
- 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. <u>Security</u>: 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 se tout in the Act.
- 12. <u>Judgment</u>: 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. <u>Acknowledgment</u>: The Debtor hereby acknowledges receipt as of the date of execution of these presents of a copy of this agreement.
- 15. <u>Further Assurances</u>: The parties hereto shall sign such further rand 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. <u>Binding Effect</u>: This agreement shall enure to the benefit of an be binding upon

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

- 17. <u>Applicable Law</u>: 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 extend 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 danged address.

- 19. <u>Titles</u>: 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. <u>Interpretation</u>: If more than one person executes this agreement as Debtor, their obligations hereunder shall be joint and several.
- 21. <u>Collateral Security</u>: 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. <u>Location of Collateral</u>: 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:

WABI IRON & STEEL CORP.

рег:

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 included0
- 9. Milling Machine

Appendix "F"

RUN DATE : 2015/02/18 ID : 20150218110134.57

PROVINCE OF ONTRAIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIEY RESPONSE

CERTIFICATE

REPORT : PSSRU60 PAGE : 1

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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:

: BUSINESS DEBTOR TYPE OF SEAFCH

. WASI IRON & STEEL CORP.

SEARCH CONDUCTED ON

: 17FEB 2015 FILE CURRENCY

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CERTIFIED BY CERTIFIEES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SUMETES MOBLIÈRES

Pasken Martinfau Dunoulin 1LP (attn: Keara Bartom or sheldon

333 BAY STREET, SUITE 2400 TORONTO ON MSH2T6

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RUN DATE : 2015/02/18 ID : 20150218110134.57

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

REPORT : PESH060 8838)

> FINANCING STATEMENT / CLAIM FOR LIEN FORM 1C

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

REPORT : PSSR060 PAGE : 3 8596)

CERTIFICATE

TYPE OF SEARCH : BUSINESS DESTOR SEARCH CONDUCTED ON : WASI IRON & STEEL CORP. PILE CURRENCY : 17FES 2015

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

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

REPORT : PSSHOED PAGE : 4 ្ត ដូច្ចា មួយ

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

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FOR NUMBER : 049 FOR DATE : 2015/02/18 ID : 20158218110134.57

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

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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITATION SYSTEM
ENQUIRY PREPONSE
CERTIFICATE

REPORT : PSSRD60 PAGE : 9

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SEARCH CONDUCTED ON : WASI IRON & STEEL CORF. FILE CORFENCY : 17828 2015 RUN DATE : 2015/02/18 ID : 20150218110134:57

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

RUN DATE: 2015/02/18 TD: 20150218110134.57

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECUPITY RESISTRATION SYSTEM
ENQUITY RESPONSE
CERTIFICATE

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TYPE OF SEARCH : BULLIESE SESTOR SEARCH CONDUCTED ON : WASI IRON & STEEL CORP. FILE CURRENCY : 17FES 2015

FINANCING STATEMENT / CLAIM FOR LIER FORM 1C

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

RUN DATE: 2015/02/18 ID: 20150218110134.57

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

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PEPORT : PSSH060

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FINANCING STATEMENT / CLAIM FOR LIEN FORM 1C

: BUSINSS DEBTOR ON : WABI IRON & STEEL CORP. : 17FER 2015

TYPE OF SEARCH SEARCH CONDUCTED

FILE CURRENCY

FILE MINBER 684719442

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

(cr)11s 09/2013) HEGISTTAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETES MOBILIÈRES

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FUP NUMBER: 049 FUN DATE: 2015/02/16 ID: 20150218110134.57

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TYPE OF SEARCH : BUTTHER DESIGN SEARCH COMDUCTED ON : WARI 1703 6 FIRST CORP. PILE CORPENCY : 17FES 2015

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

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

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

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14 REPORT : PESHUGO PAGE : 14

TYPE OF SEARCH : BUSINESS DESTOR SEARCH CONDOCTED ON : WABI IRON & STEEL CORP. FILE CURRENCY : 17FEE 2015

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RUN DATE : 2015/02/18 FUN DATE : 2015/02/18 ID : 20150218110134.5/

TYPE OF SEARCH : BUSINESS DESICE SEARCH CONDUCTED ON : WARI IRON & STEEL CORP. FILE CURRENCY : 17EE 2015

PHOVINCE OF CANTARIC MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY REGISTRATION SYSTEM ENOUGH FESCONSE CERTIFICATE

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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

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

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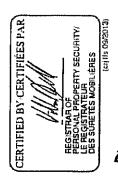
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RUN DATE : 2015/02/18 ID : 20150218110134.57

PROVINCE OF CUTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
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REPORT : PESRUGO PAGE : 18 (8611)

FINANCING STATEMENT / CLAIM FOR LIEN FORM IC

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

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



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

REPOPT : PSSRO60 PAGE : 19 19

TYPE OF SEARCH : BUSINESS DESTOR SEARCH CONDUCTED ON : WABI IRON & STEEL CORP. FILE CURRENCY : 17855 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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

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

PROVINCE OF CHTARIC
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PESROGO PAGE : 20

FINANCING STATEMENT / CLAIM FOR LIEN FORM 10

TYPE OF SEARCH : BUSINESS DEFOR SEARCH CONDUCTED ON : WABI IRON & STEEL CORP. PILE CURRENCY : 17PES 2015

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*** 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

21 8614) REPORT : PSSRO60

FORM 1C PINANCING STATEMENT / CLAIM FOR LIEN

: BUSINESS DEBTOR : WASI IRON & STEEL CORP. : 17FES 2015

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SEARCH CONDUCTED

TYPE OF SEARCH FILE CURRENCY

REGISTERED UNDER 20100917 1945 1531 3294 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PACES Ö . 02: FILE NUMBER 664529211 CAUTION FILING 8 ី

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RUN DATE : 2015/02/19 ID : 20150218110134.57

PROVINCE OF CATABLO MINISTRY OF GOVERNMENT SERVICES FERSONAL PROPERTY SECURITY RESISTRATION SYSTEM ENOUIRY RESPONSE CERTIFICATE

REPORT : PSERO60 PAGE : 22 (8615)

TYPE OF SEARCH : EUSINESS DEMICE SEARCH, CONDUCTED ON : WARI IRON & STEEL CORP. FILE CURRENCY : 17FES 2015

FORM 1.C FINANCING STATEMENT / CLAIM FOR LIEN

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

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RUN DATE: 2015/02/16 ID: 20150218110134:57

PROVINCE OF GNIARIO MINISTRY OF GOVERNBENT SERVICES PERSONAL PROPERTY REGISTRATION SYSTEM ENOUIRY RESPONSE CERTIFICATE

2385163 REPORT : PSSEG60 PAGE : 23

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

TYPE OF SEARCH : BHEINEGS DEBIOR SEARCH CONDUCTED ON : WARI IRON & STEEL CORP. FIRE CURRENCY : 17FEB 2015

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CENTARIO CORPORATION NO. SURNAME MOYAL HANK OF CANADA SOCTO-17371 THERESEE BUSINESS NAME ADDRESS SECHRED PARTY / DESTOR いるのない

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

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY RECISTRATION SYSTEM ENOUGHY RESPONSE CERTIFICATE

REPORT: PSSKO68 PAGE: 24

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ID : 20150218110134.57
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TYPE OF SEARCH : BUSINESS DESTOR
SEARCH CONDUCTED ON : WASI IRON & STEEL CORP.
FILE CURRENCY : 17FES 2015

FORM 1C FINANCING STATISMENT / CLAIM FOR LIEN

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



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

REPORT : PSSRUGU PAGE : 25

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CERTIFICATE TYPE OF SEARCH : BUSINESS DESTOR SEARCH CONDUCTED ON : WABI IRON & STEEL CORP. FILE CURRENCY : 17FEB 2615

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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MIN. OF MORTHERN DEVELOPMENT, MINES & PORENTRY - LEGAL SERVICES BR. FM M2-24, 900 BAY STREET

SECURED PARCY/LIEW CLAIMARY/REGISTERING AGENT

ADDRESS NAME:

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CERTIFIED BY CERTIFIEES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚPETÉS MOBILIÈRES

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

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

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

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25 8619) PEPORT : PSEROGG PAGE : 25

FORM 1C FINANCING STATEMENT / CLAIM POR LIEN

TYPE OF SEARCH : BUSINESS DESTOR SEARCH CONDUCTED ON : WARI IRON & STEEL CORP. FILE CURRENCY : 17FEE 2015

REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL PAGES Ö Š 経になる FILE NUMBER 531494027 CAUTION SETTLE. 0 ca Ca

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? INCLUDED INITIAL INITIAL WABI IRON & STEEL CORP. #601-159 CEDAR STREET INVENTORY EQUIPMENT ACCOUNTS OTHER X X X FIRST GIVEN NAME FIRST GIVEN NAME BUTTHESS MAKE ADDRESS ENTREES NAME NUMBER OF A AUDRESS COLLATERAL CLASEIFICATION COLLATER DATE OF BIRTH DATE OF BIRTH SECURED PARTY LIES CLAIMANT 20003 DEBTOR 30 E3 E3 E3 HAME HING N

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

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RUM DATE : 2015/02/18 ID : 20150/10110134.57

PROVINCE OF CYTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY RECURITY REGISTRATION SYSTEM BROUTHY RESPONSE CENTIFICATE

27 B520) REPORT : PESRO69

> . BUSINESS DESIDE ON : WABI IPON & STEEL COME. : 179EB 2015 FILE CURRENCY

SEARCH CONDUCTED

TYPE OF SEARCH

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PERSONAL PROPERTY SECURITY
LE REGISTRATEUR
DES SÜRETES MOBILIÈRES

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RUN NUMBER : 048 RUN DATE : 2015/02/18 ID : 20150218110134.57

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

; 2B (8621) REPORT : PSSRU60 PAGE : 28

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

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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WART IRON & STEEL CORP. INDIVIDUAL DESTOR BUSINESS DLUTOR (4) (*) (1) (*)

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT
HAMB MIN. OF HORTHERN DEVELORMENT, MINES & PORESTRY - LEGAL SERVICES ER.
ADDRESS RM M2-21, 900 BAY STREET
TORONTO 9 E C 6 G G

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ONTARIO CORPORATION NO.

CERTIFIED BY CERTIFIEES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY! LE REGISTRATEUR DES SÜRETES MOBILIÈRES

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

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PROVINCE OF COMPARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CEFTIFICATE

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REPORT : PESEDGO PAGE : 29 (8622)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WARI IFON & STEEL CORP. PILE CURRENCY : 17e28 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

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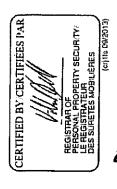
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



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

PROVINCE OF CHTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATS

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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CERTIFIED BY CERTIFIEES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SUMETES MORILIÈRES

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

PROVINCE OF ONTARIC
MINISTRY OF GOVERNMENT SERVICES
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ENQUIRY RESPONSE

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8524) PSSE060

> CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WARI IRON & STEEL CORP. FILE CURKENCY : 17FEE 2015

FORM 10 EINANCING STATEMENT / CLAIM FOR LIEN

REGISTERED UNDER REGISTRATION NUMBER 20050503 0927 1793 5342 MOTOR VEHICLE SCHEDULE TOTAL Ö 2 FILE SUMERR 634744789 CAUTION FILING C3 ៊ី

REGISTRATION PERIOD

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

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MERKE WANTE VEHICLE 14 m LOCATED ON RITE AT WARI IRON & PIESL CORP., 330 BRCANNOOD AVEIDE, NEW LISZERAD, ONTARIO POJ 1P0 AND INCLUSE, BUT ARE NOT LIMITED TO, THE FOLLOWING PAITERIN AND DRAWINGS. PAR 2009979, PAITERIN INNERA DESCRIPTION COLLATERAL CHARACTER ALL 63 55 103 ent ent ent

ROUNESS REGISTERING \$28 \$11 ₹`` ****"**

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(crj11s 09/2013) REGISTRAR OF PERSONAL PROPERTY SECURITY LE REGISTRATEUR DES SURETES MOBILIÈRES

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RUN DATE : 2015/02/18 FUN DATE : 2015/02/18 ID : 20150213110134.57

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

CERTIFICATE

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TYPE OF SEARCH : MULLMES TEBUOR SEARCH CONDUCTED ON : WABI 170% & STEEL CORP. FILE CURRENCY : 17928 2015

REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE PAGEN PAGEN Ö <u></u> FAGE FILE SUMBER 624744289 CAUTION CITIE o O 0

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2038974, DESCRIBED AS TUBE PROT, METAL ELVI, INPE OF PATTERN 2 ON 2 24 0G BDS. P/N 2008980, PATTERN NUMBES 2009880, DESCRIBED AS TUBE PROT, MEDAL ELVI, TYPE OF PATTERN 2 ON 2-24 0G BDS. P/N 2005893, COLLATERAL DESCRIPTION ा का का भारताल

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RUN DATE: 2015/02/18 ID: 20150218110134.57

TYPE OF SEARCH : BUSINESS DESIGN SEASON SEARCH CONDUCTED ON : WABI IRON & STEEL CORP. FILE CURHENCY : 17FER 2015

PROVINCE OF ONTAPIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SUSTEM ENQUIRY RESPONSE CEPTIFICATE

REPORT : PSSRO60 PAGE : 33

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ATION REGISTERED REGISTRATION ER 27 1793 5342 ONDER	ai 元	ONTARIO CORPORATION NG.	٠ ١ ١	CNTABLO CORPORATION NO.	AMOUNT DATE OF HOPTHITY DATE	L ELVI, TYPE OF 2005/00/00/00/00/00/00/00/00/00/00/00/00/	



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RUN DATE : 2015/02/13 ID : 20150218110134.57

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

REFORT : PSSE060 PAGE : 34

TYPE OF SEARCH : BUILDESS DEBTOR SEARCH CONDUCTED ON : WARI IRON & STEEL CORP. FILE CURKENCY. : 17FEB 2015

FINANCING STATEMENT / CLAIM FOR LIEN PORM 10

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° С	€ 14 6	#04###################################	OS NAME	ero F.	900 A 400 A	O. S. MANKE	\$74 \$78	SECOND BO			11 NOTOR	13 GENERAL 14 COLLATERAL 15 DESCRIPTION	DESCRIPTION OF THE



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MINISTRY OF GOVERNMENT SERVICES
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35 9628) REPORT : PSEROGO PACE : 35

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

SPARCH CONDUCTED ON : WABI IRON & STEEL CORP.

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1 ON 24 SG BD. P/N 2139320, FATTERN NUMBER 2139320, DESCRIBED AS DINFUSER, METAL ELVI, TYPE OF FATTERN I ON 2-24 SG BDS. P/N Z/10155, PATTERN NUMBER 64108D, DESCRIBED AS TUBE FROT, METAL BLVI, DESCRIPTION COLLATERAL ार का जा व्यापन को

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

REPORT : PSSR060 PAGE : 36

PROVINCE OF GNTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WAB! INON & STEEL CORP. FILE CURRENCY : 17FES 2015

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	MOTOR VEHICLS SCHEDULE	MAKE CIVIN LAME			PIRST GIVEN NAME					ification M Inventory Equipment Accounts other	Za CW	TIPE OF PATTERN 2 ON 2 - 30 SQ EDS. P'N 2226139, PATTERN NUMBER 2226139, DESCRIBED AT VANE, METAL VAMSO, TYPE OF FATTERN 3 ON 2 ELT. P.M. 2291408, PATTERN NUMBER 2291408, DESCRIBEN AS 15 1/4"	
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*** FUR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***

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

PROVINCE OF ONTARIO
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ENQUIRY RESPONSE
CERTIFICATE

REFORT : PSSE060 PAGE : 27 (8630)

TYPE OF SEARCH : EUGINESS DEBTOR SEARCH CONDUCTED ON : WARI INON & STEEL CORP. FILE CURRENCY : 17FES 7015

PINANCING STATEMENT / CLAIM FOR LIEN FORM 10

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	REGISTRATION NUMBER 2005USOD 0927 1743 5342	SURHAME			HENNESS OF THE PROPERTY OF THE	***				Medicina	Section 1.	ATTERN 1 ON 2 - 30 50 EDS. P/N DESCRIBED AS U.T. SEGMENT, METAL 48 X 8D EDS. P/N 2353092, PATTERN		
	2005	IMITAL			INTERNI					MOTOR VEHICLE		THE TON 2 SCRIBED AS TO		
	MOTOR VEHICLE SCHEDULE	ERECT CIVER NAME			FIRST CIVES NAME					ification Inventory equipment accounts other	Manch	Oi es		
	TOTAL PACES		ž.Š	¥/s		ณ้า	ta		5 0-	sai meni ac		DIFFUSER, METAL BLVI, TYPE CF 250164, PATTERN NUMBER 230216 VAMID, TYPE OF PATTERN 4 ON 2		***
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FILE NUMBER	CAUTION	DATE						SECUREL PARTY		COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY	Year mare Vehtcle	GENERAL COLLATERAL DESCRIPTION		Activity
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LE REGISTRATEUR
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RUE NOMBER : 049 RUE DATE : 2015/02/18 ID : 20150218110134.57

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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060 PAGE : 38 (8631)

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE	: BUSINESS DESTUR : WABI IRUN & STEEL CORP. : 17FEB 2015
HOS DATE: 2015/02/18	TYPE OF SEARCH : BOS SEAPCH CONDUCTED ON : WAR

	REGISTERED REGISTRATION UNDER PERIOD			CNTARIO CORPORATION NO.			ONTARIO CORPORATION NO.		DATE OF NATURITY OR MATURITY DATE		1870 张秋波 1870 ·
	REGISTRATION NUMBER 20050503 0927 17=3 5	uzazeno.			MANATA					5.4 6.4 6.4	ELVI, TYPE OF PA BEP 235393, TTERN 2 ON 2 - 2
	MOTOR VEHICLE SCHEDULE 20050				INITIMI				MOTOR VEHICLE ER INCLORED	-Z	TALL MARKET MANAGEMENT
	MOTON S.	flest given had			FIRT GIVEN NAME				Iffication Inventory Equipment accounts other	Tagom	NUMBER 2353601, DESCRIBED AS TUBE PROT, METAL BIVI, TYPE OF PATTERE 2 ON 2 - 30 % DE EDG. PAR 2353903, PATTERE NUMBER 2353903, DATTERE DESCRIBED AS TUBE DROT, METAL BLVI, TYPE OF PATTERN 2 ON 2 - 24 SO
	TOTAL PAGES	is.	12.5 40.0 40.0	ro to	i.e.	37	ia ta	en in	3		
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A CARLES AND A CAR	CAUTION	DEBTOR			TRESONE DATE	NAME		SECORED PARTY (ODLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY	MOTOR VEHICLE	GENERAL COLLATERAL DESCRIPLION

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

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FUN NUMBER : 049 FUN DATE : 2015/02/10 ID : 20150218110134.57

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

PAGE : PSENDGO 39

TYPE OF ERARCH : BUSINESS DEBTOP SEARCH CONDUCTED ON : WASI IRON & STEEL CORP. FILE CURRENCY : 17PES 2015

FINANCING STATEMENT / CLAIM FOR LIEN Or Wega

	RECISTRAED REGISTRATION UNDER PERIOD		ONTARIO CORPORATION NO.			ONTARIO CORPORATION NO.			AF KO PINED TY OP MATURITY DATE		£a.		
	REGISTRATION NUMBER 2005050 0927 1793 5342	SURWANE		SURNAME					AMOUNT DATE OF MATURITY	**************************************	THED AS TONE PROT. P/N 2353905, METAL ELVI, TYPE O		
	MOTOR VEHICLE RESCHEDOLE	FIRST GIVEN NAME INITIAL		TOTING SWEN WALLS ASKED					NOTOR VEHICLE OUNTS OTHER INCLUDED	**************************************	BDS. P.W. Z355904, PATTERN NUMBER 2353904, DESCRIBED AS TOES PROP. METAL ELVI, TYDE OF PATTERN 2 ON 2 - 24 SQ BDS. P/N 2353905, PATTERN NUMBER 2353905, DESCRIBED AS TUBE RROT, METAL ELVI, TYPE OF		
ිණ මේ ආ	PAGE TOTAL NO. OF PAGES Ull 14		BUSINESS NAME ADDRESS		u se	统约里语的过去		ABDRESS	BETPICATION H INVESTORY EQUIPMENT ACCOUNTS OTHER	HITHE	BDS. P.N. 4355904, PAITE METAL ELVI, TYPE OF PAN PANTERRY NUMBER 2355905,	10 of 200 Co. 2	Address
07**L\$19	CAUTION	BIECO ROLL	aren.	\$6.77. \car{c} \car{c} \delta			THOUSEL PARTY		COLLATERAL CLADSIFICATION CONSUNSE GOODS INVENTURY	XEAN WOTOR VERTCLE	COLLATERAL DESCRIPTION	is a second of the second of t	
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RON NUMBER : 649 RUN DATE : 2015/02/18 ID : 20150218110134.57

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENGULRY RESPONSE CEPTIFICATE

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REPORT : PESHOGO PAGE : 40

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONFUCIED ON : WABI INON & STEEL CORP. FILE CURRENCY : 17FES 1015

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	REGISTRATION NUMBER 20050503 0927 1793 5342	SURNAME			SURNAME	·•				22 ***********************************	N NUMBER 101' NTESN 2 ON 2 ESCRIBED AT 1	
	MOTOR VEHICLE RESCHEDULE 200505	INITIAL			INITIAL				MOTOR VEHICLE INCLUDED		PATTERN 2 CM 2 - 24 SG BLS. P/M 3031307, PATTERN NUMBER 101773BA, DRSCRIBED AS BLOCK WERE, MSTAL BLVI, TYPE OF PATTERN 2 CM 2 - 20 K 42 BDS. P/M 3081342, PATTERN NUMBER 105645BA, EBSCRIBED AF WEAR	
	MOTOR V	FIRST CIVEN NAME			FIRST CIVEN NAME				IPICATION INVENTORY EQUIPMENT ACCOUNTS OTHER		O ELS. P/W 3C AR. MSTAL ELV PATTERS NUMBE	
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*** FOR PURTHER INPORMATION, COMTACT THE SECURED PARTY. ***

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RUN NUMBER : D49 RUN DAIE : 2015/02/18 ID : 20150218110134.57

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY RECUSTRATION SYSTEM ENGULRY RESPONSE CERTIFICATE

8634) REPORT : PSER060 PAGE : 41

FORM 1C FINANCING STATEMENT / CLAIM FOF LIEN

: \$USINESS DESTOR
ON: WASI IRON & STEEL CORP.
: 17FES 2015

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MATTERITY DATE NO PINED a: O DATE OF MATURITY TWO CHAN MATCH VEHICLE INCLUDED INVENTORY EQUIPMENT ACCOUNTS OTHER COLLETERAL CLASSIFICATION CONTINER 8008

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BECCK, METAL ELVI, TYPE OF PAITERN I ON 2 - 30 X 42 BDZ. P/N 3061545, PAITERN WENGER 1056998, DESCRIBED AS WEAR BLOCK, METAL BLAI, TYPE OF PAITERN I ON 2 - 30 X 47 BDZ. P/N 3061349, PAITERN DESCRIPTION CLLATERAL THEFT ा का है। स्वी को स्व

AUURESS CHINE LOIDEA -£3 4∵4

*** FOR FURTHER INFORMATION, CONTACT THE MECURED DARTH, ***

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RUN DATE : 2015/02/18 ID : 20150218110134.57

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

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FINANCING STATEMENT / CLAIM FOR LIEN FORM 10

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

FILE NUMBER 614744289 00

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REGISTERED REGISTRATION THOMA NUMBER 20050503-0927-1793-5343 NOT CHESTOS MOTOR VEHICLE SCHEDULE TOTAL PAGES 11 Ġ. 02 CAUTION FILING

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DATE OF MATURITY INVESTIGATE ACCOUNTS CINER INCLUDED G0000

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MESSEL VEAN MANUE WENTEREY. SCHOOL ON #4 (% #4 #4

NOMBER 1057008A, DESCRIBED AS WEAR BLOCK, METAL BLVI, IVER OF PAYTERN 2 ON 2 - 48 X 80 805. SOLLATERAL CELERAL CTS MM ACT

ADDRESS REGIONAL DESTRICT RESERVE 143 577

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

REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SURETES MOBILIÈRES (GITIS 09/2013) CERTIFIED BY CERTIFIEES PAR

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CONTRACTOR

FUN NOMBER : D49 RUN DATE : 2015/02/18 ID : 20150218110134:57

PROVINCE OF CATARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY PEGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE : 43 (8636)

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

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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REGISTERED UNDER UNDER FENEWAL CORRECT YEARS PERFORM		KOTTI			INC. BARRETOR	EXTENDED ON ONE	V.I.N.	10%0%10
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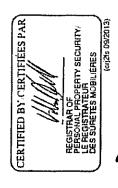
PROVINCE OF CWIFFICO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY RESISTRATION SYSTEM ENQUIRY RESPONSE CHTIFICATE

44 8637) REPORT : PSSR060 PAGE : 44

TYPE OF SEARCH : BUEINESS DEBTOR SEARCH CONDUCTED ON : WASI IEON & STEEL CORP. FILE CURRENCY : 17525 2015

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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

REPORT : PSERUGO PAGE : 45

TYPE OF SEARCH : SUSINETS DEFICE SEARCH CONDUCTED ON : WASI IFON & STEEL CORP. PILE CURRENCY : 17FES 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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

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

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46 8639) REPORT : PSSRD60 PAGE : 46

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

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

FILE NUMBER <u>က</u> ယ

REGISTERED REGISTRATION UNDER 20050503 0931 1793 5343 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE PAGES TOTAL iz. 000 CAUTION FILING Ö

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ONTARIO CORPORATION NO.

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PHOVINCE OF ONTARIO
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REPORT : PESRUGU PAGE : 47

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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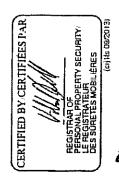
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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSRO60 PAGE : 48 (8641)

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

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PROVINCE OF ONTARIO
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REPORT : PSSED60 PAGE : 49 (8642)

TYPE OF SEARCH : BUSINESS LESTOP SEARCH CONDUCTED ON : WASI IRON & STEEL CORP. FILE CURPENCY : 17FEB 2015

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

RUN DATE : 2015/32/18 ID : 20150218110134:57

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

REPORT : PSSR060 PAGE : 50 (8643)

TYPE OF SEARCH : EUGINESS DEBTOR SEARCH CONDUCTED ON : WARI IRON & STEEL CORP. FILS CURRENCY : 17FEE 2015

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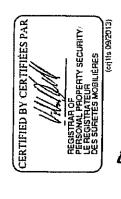
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PROVINCE OF CHTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

REPORT : PSSR060 PAGE : 51 8644)

TYPE OF SEARCH : BUSINESS DEBIOR SEARCH CONDUCTED ON 3 WABI IRON & STEEL CORP. PILE CURKENCY : 17FEB 2015

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VEHICLE

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

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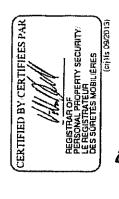
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CERTIFICATE

REPORT : PSSROGU PAGE : 52 (8645)

FURM 1C FINANCING STATEMENT / CLAIM FOR LIEN

TYPE OF SEARCH : BUSINESS DESTOR SEARCH CONDUCTED ON : WASI IRON & STEEL CORP. FILE CURRENCY : 17FEE 2015

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PROVINCE OF ONTARIO
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53 8646) REPORT : PSSE060

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

YYPE OF BEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WABI IRON & STEEL COMP. FILE CURNENCY : 17FEB 2015

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NUMBER 16117-508, DESCRIBED AS THROAT SEGMENT, METAL VANDS, TYPE OF PATTERN 4 CH 2 - 48 X 80 EDS. P/K 1610218, PATTERN NUMBER 15233EA, DESCRIBED AS GATE PYRITES, METAL VAN27, 1YPE OF PATTERN 1 ON 14 X PRINCES PRINCES CHEST तिक स्टब्स्ट (८) साम्बन्धाः

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RUN DATE : 2015/02/18
TD : 20150218110134.57

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REPORT : PSSRO60 PAGE : 54 (8647)

H BUSINESS DEBTOR WABI INON & STEEL CORP. TYPE OF SEARCH SEARCH CONDUCTED ON FILE CURRENCY

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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18 PLT. P/N 2010225, PATTERN NOMBER 157171DA, DESCRIBED AS DIFFUSER, METAL 300, TYPE OF PATTERN 1 CN 2 - 24 SQ EDS. P/N 3010461, PATTERN NUMBER 3010461, DESCRIBED AS LNR THRT, METAL ELVI, DESCRIPTION COLLATERAL GENERAL

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(cr)11s 09/2013) REGISTRAR OF
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***

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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

REPORT : PSCRO60 PAGE : SS (8548)

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PAGE NO. OF C11	Date of BIRTH	arka white who	ADDRESS	UNITED OF BLEEFE	TEN SERVICE	ALDRESE	Party / Imant Address	COLLATERAL CLASSIPICATION CONSUMER COODE INVENTORY BOD	经金属 医二甲基苯甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基
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RUN KOMBER : 049 FUN DATE : 2015/02/18 ID : 20150218110134.57

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

REPORT : PSSED60 PAGE : 56

TYPE OF MEARCH : BUCINESS DEBIOR SEARCH CONDUCTED ON : WASI IRON & STEEL CORP. FILE CURRENCY : 17258 2015

FINANCING STATEMENT / CLAIM FOR LIEN FORM 10

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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 : PSSRO60 PAGE : 57

REGISTRAR OF
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*** FOR FURTHER INFORMATION, CONTROL THE SECURED PARTY. ***

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

REPORT: PSSR060 PAGE: 58 (9651)

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

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RUN DATE : 2015/02/18 ID : 20150218110134.57

PROVINCE OF ONTAFIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENGILRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE : 59 (8652)

TYPE OF SEARCH : BUSINESS DESTOR SEARCH CONDUCTED ON : WASI IPON & STEEL CORP. FILE CURRENCY : 1772E 2015

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

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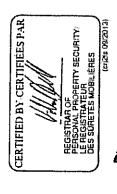
PROVINGE OF CATAFIC MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY RESISTRATION SYSTEM EAQUIRY RESPONSE CERTIFICATE

REPORT : PSSRO60 PAGE : 60 (9653)

TYPE OF GRANCH : BUSINESS DEBION SEARCH CONDUCTED ON H WASI 190N & STEEL CORP. FILE CURRENCY : 17FEE 2015

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

REPORT : PSERO6D PAGE : 61

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WAB! IRON & STEEL CORP. PILE CURKENCY : 17FEB 2015

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

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

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

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62 8655) REPORT : PRSRUGO PAGE : 62

FORM 1C FINANCING STRTEMENT / CLAIM FOR LIBN

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PERSONAL PROPERTY SECURITY/
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RUN DATE: 2015/02/18 ID: 20150218110134.57 RUN NUMBER : 049

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

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63 8655) REPORT : PSSR060

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

FORM 1C FIMANCING STATEMENT / CLAIM FOR LIEN

REGISTERED | REGISTRATION UNDER PERIOD 20050503 0935 1793 5344 REGISTRATION NUMBER - NOTOR VENTOLE SCHEDULE TOTAL ä, . S 000 FILE NUMBER 614744334 CASTON SMITTLE (3 (3) Ö

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LOCATED ON SITE AT WABI IRON & STEEL CORP., 330 BROADWOOD AVENUE, NEW LISKEARD, OWEARIO POJ 1F0 AND INCLUDE, BUT ARE NOT LIMITED TO. THE FOLLOWING PATTERNS AND DRAWINGS. P/N SO10713, PATTERN NUMBER DESCRIPTION COLLATERAL GENERAL en en ui) en en en

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

CERTIFIED BY CERTIFIEES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SURETES MOBILIÈRES 409 (4)

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RUN DATE: 2015/02/18 ID: 20150218110134.57

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REPORT : PSSP060 PAGE : 64

TYPE OF SERECH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WASI IRON & STEEL CORP. FALE CURRENCY : 1770B 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

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REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIÈRES
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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

REPORT : PSSRO60 PAGE : 65 (8658)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WASI INCN & STEEL CORP. FIRE CORPENCY : 17EER 2015

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RUN DATE : 2015/02/18 ID : 20150218110134.57

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ENQUIRY RESPONSE

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REPORT : FSSRO60

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

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MATURITY DATE Ö DATE OF MATURITY INCLUDED INVESTORY SQUIPMENT ACCOUNTS OTHER -() |----|

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BDS. P/N 3010722, PATTERN NUMBER 1864630A, DESCRIBED AS DEFLECTOP, NETAL ELVI, TYRE OF PATTERN 2 ON 2 · 30 SQ BDS. P/N 3010724, PATTERN NUMBER 1884950A, DESCRIBED AS DEFLECTOR, METAL ELVI, TYPE COLLATERAL GENERAL (**) *** (J*) * * * * * ***

DESCRIPTION

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

REGISTRAR OF PERSONAL PROPERTY SECURITY: LE REGISTRATEUR DES SÚMETES MOBILIÈRES (critis 09/2013) CERTIFIED BY: CERTIFIEES PAR

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FUN NUMBER : 049 RUN DATE : 0015/02/18 ID : 00150218110134.57

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

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REPORT : PSSRUGU PAGE : 67

TYPE OF SEARCH : BUSINESS DESIGN SEARCH CONDUCTED ON : WASI IBON & STEEL COMP. PILE CURRENCY : 17FES 2015

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

PROVINCE OF ONTARIO
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CERTIFICATE

REFORT : PSSE060 PAGE : 68 (8661)

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

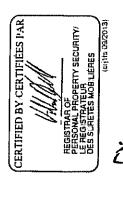
PINANCING STATEMENT / CLAIM FOR LIEN FORM 1C

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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

825057 : 555060 5452 : 69 (8662)

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

FINANCING STATEMENT / CLAIM FOR LIEN FORM 10

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FOR DATE: 049 708 DATE: 2015/02/18 ID: 20150218120134.57

PROVINCE OF CHURAID NINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY PEGISTRATION SYSTEM ENGUIRY RESPONSE CERTIFICATE

3663) REFORT : PSERO60 PAGE : 70

TYPE OF SEAKCH : BUTINESS DESIGN SPARCH CONDUCTED ON : WABI INCH & STEEL CURP. FILE CURPENCY : ITEE 2015

FINANCING STATEMENT / CLAIM FOR LINE CT WHOL

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

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

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

PROVINCE OF OWFARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROFERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

REPORT: PSERUGO PAGE: 72 (8665)

TYPE OF SEARCH : BUTINESS DEBTOR SEARCH CONDUCTED ON : WASI INCH & STEEL CORP. FILE CURRENCY : 17FEE 2015

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FUN NUMBER : 049 RUN DATE : 2015/02/19 ID : 20150218110134.57

PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENGULEY RESPONSE GERTIFICATE

73 8656) REPORT : PSSROSO PAGE : 73

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

FINANCING STATEMENT / CLAIM FOR LIEN FORM 1C

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RUN NUMBER : 049 RUN DATE : 2015/02/18 ID : 20150210110134.57

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

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TYPE OF SEARCH : BUSINESS DEPTOR SEARCH CONDUCTED ON : WABI INON & STEEL CORP.

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FORM 10 FINANCING STATEMENT (CLAIM FOR LIER

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RUN WUNNER : 349 RUN DATE : 2015/02/18 ID : 20150218110134.57

PROVINCE OF COVERNOOF SERVICES PERSONAL PROPERTY SECUEITY PESTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT: PSSR060 PAGE: 75 (8668)

TYPE OF SEARCH : BUSINESS DESTOR SEARCH CONDUCTED ON : WASI IRON & STEEL COSP. FILE CURRENCY : 17528 2015

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RUN NOVEER : 049 FON DATE : 2015/02/18 IS : 20150218110134.57

PROVINCE OF CMTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY RECISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

75 8669) REPORT : PSERO60 PAGE : 76

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TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WARI IRON & STEEL CORP. PILE CORRENCY : 17F2S 2015

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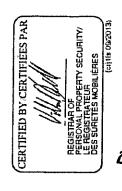
PROVINCE OF CNTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATS

REPORT : PSERO60 PAGE : 77 (8670)

TYPE OF SEARCH : DUSINESS BEBYOR SEARCH CONDUCTED ON 1 WASI IRON & STEEL CORP. PILS CURRENCY : 17PES 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIBN

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

PROVINCE OF CUTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESEONSE
CERTIFICATE

REFORT : PSSRUSG FAGE : 78 (8671)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WABI 120N & STEEL CORP. FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER 614744343

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RUN NUMBER : 549 RUN DATE : 2015/02/18 ID : 20156218115134.57

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

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

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79 8572) REPORT : FRORDED

> FINANCING STATEMENT / CLAIM FOR LIEN FORM 10

FILE NUMBER 614744343 Ö

ONTARIO CORPORATION NO. REGISTRATION PERIOD REGISTERED UNDER 20050503 0939 1793 5345 REGISTRATION NUMBER SURNAME SURNAME INITIAL INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME FIRST GIVEN NAME TOTAL PAGES MANA SERVICE ALLPRESS <u>م</u> DATE OF BIRTH HARIN SO BANG HOW. 2*** /... {\text{C}} CAUTION DIT III DEBTOR DEBTOR NAME ខាង £.3 4-4 ಣಕ್ಕ ಕರ Ċ

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PROVINCE OF ONTARIC MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENGURY RESPONSE

REPORT : PSSED60 PAGE : 8673)

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

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

REPORT : PSSRO60 PAGE : 81 (8674)

FINANCING STATEMENT / CLAIM FOR LIEN PORM 10

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

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

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

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PATTERN I ON 2 - 30 % 36 BDS, 9/N 3012271, PATTERN BUMBER 394328A, DESCRIBED AS BLOCK WEAF, METAL ELVI, TYPE OF PATTERN I ON 2 · 30 % 38 BDS, P/N 3912272, PATTERN NUMBER 394328E, DESCRIBED AS BLOCK

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PROVINCE OF ONTARIO
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REGISTERED RECISTRATION UNDER PERIOD 20050503 0939 1743 5345 REGISTERIZON MIMBER MOTOR VEHICLE SCHEDULE TOTAL Ġ. E C 23 FILE MUMBER 614741343 CACTICA FILING **C3** Ö

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MEAF, METAL ELVI, TYBE OF PANTERN 1 ON 2 * 30 X 38 BDF, P/N 201273, PATTERN NUMBER 39433BA, RESCRIBED AS ELOCK MEAR, METAL ELVI, TYRE OF PAPTERN 2 ON V-P BD. P/N 3012274, PATTERN NUMBER DESCRIPTION GENERAL COLLATERAL m er m m et ri

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RUN NAMBER: 649 RUN NATE: 2015/02/18 ID: 20150218110134:57

TYPE OF SEARCH : BUSINESS DESTOR SEARCH CONDUCTED ON : WAEL IRON & STEEL CORP. FILE CORRENCY : 17FBS 2015

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REPORT : PSSRU60 PAGE : 84

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

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PATTERN NUMBER 3943488, DESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE OF PATTERN 1 ON 2 · 30 sq 8Ds. P/W 3012277, PATTERN NUMBER 394358A, BESCRIBED AS BLOCK WEAR, METAL ELVI, TYPE OF PATTERN 1 ON 2 · 30 sq DESCRIPTION COLLATERAL GENERAL en en EA

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RUN DOMBER : 049 RUN DATE : 2015/02/15 TD : 20150218110134.57

REPORT : PSEGGO PAGE : 86 (9679)

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CHARLO CORPORATION NO. REGISTERED REGISTRATION PER LOD UNIT SER 20050503 0939 1783 5345 REGISTRATION NUMBER SURFERENCE SURNAME DITTAL INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME PIRST GIVEN NAME PINABOLIS STAUBURES / CLAIM NOT LINE TYPE OF SEARCH : BUSINESS DEBIOR SEARCH CONDUCTED ON : WABI IFON & STEEL CORP. FILE CURRENCY : 17FES 2015 TOLY SEC SE ŭ, BUSINESS NAME ADDRESS ្ល DATE OF BIRTH DATE OF BIRTH 1410 Q. ា្ន FILE DIMBER CAUTION FORM 1C DEBTOR THE STATE OF SAME

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REPORT : PSEROSO PAGE : 87

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WASI IRON & STEEL CORP. FILE CURRENCY : 17628 2015

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

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FINANCING STATEMENT / CLAIM FOR LIEN FORM 10

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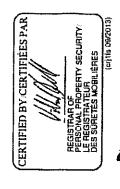
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RUN NUMBER: 049 RUN DATE: 2015/02/18 ID: 20150218110134.57

PROVINCE OF ONTARIO
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REPORT : PSSROGO

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TYPE OF SEARCH : BUSINESS DESTOR SEARCH CONDUCTED ON : WASI IFON & STEEL CORP. FILE CURRENCY : 17FEB 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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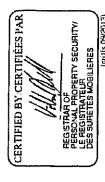
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TYPE OF SEARCH : BUSINESS DEBUOR SEARCH CONDUCTED ON : WASI IRON & STEEL CORP. PILE CURPENCY : 17FES 2015

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

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REPORT : PSERUGU PAGE : 93

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RUM NUMBER: : 049 RUM DATE : 2015/02/18 ID : 20150718110134.57

TYPE OF SEARCH : EUGLISSS DEBTOR SEARCH CONDUCTED ON : WABI IRON & STEEL COMP. FILE CURRENCY : 17PEB 2015

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REPORT: PSSRUGO PAGE: 94 (8687)

FINANCING STATISMENT / CHAIM FOR LIEN FORM 10

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RUM DATE: 2015/02/18 ID: 20150218110134.57

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REPORT : PSSR060

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*** FOR PUBLISHER INFURMATION, CONTACT THE SECURED PARTY, ***

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AUN DOMBER : 049 RUN DATE : 2015/02/18 ID : 20156216110134.57

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REPORT : PSSRUGO PAGE : 8682)

TYPE OF SEARCH : BUSINESS DESTOR SEARCH CONDUCTED ON : WASI INON & STEEL CORP. FILE CURRENCY : 17PES 2015

FINANCING STATEMENT / CLAIM FOR LIEN FORM 10

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

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

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REPORT : PSERU60 PAGE : 97 93

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

FINANCING STATEMENT / CLAIM FOR LIEN FORM 1C

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RUN DATE: 2015/02/18 ID: 20150218110134.57

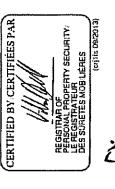
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MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSRU60 PAGE : 98 (8691)

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

FINANCING STATEMENT / CLAIM FOR LIEN FORM 1C

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FUN DATE: 049 FUN DATE: 2015/02/18 ID: 20150218110134:57

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

REPORT : PSSRU60 PAGE : 99 (8692)

TYPE OF SEARCH : RUSINESS DEBTOR SEARCH CONDUCTED ON : WAEL IRON & STEEL CORP. FILE CURRENCY : 17PES 2015

FINANCING STATEMENT / CLAIM FOR LIEN FORK 10

FILE NUMBER

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*** TON TORUGHER HINDORANILLON, CONTRACTOR OF THE STRUCTURE . ***

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

PROVINCE OF ONTARIO
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PERSONAL PROPERTY RECISTRATION SYSTEM
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CERTIFICATE

REPORT : FSERDEO PAGE : 100 100 8693)

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

FINANCING STATEMENT / CLAIM FOR LIEN FORM 10

REGISTERED REGISTRATION UNDER 20050503 0944 1793 5346 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL Ö PACE 700 007 F11.8 MUMBER 614744361 CAUTION FILING Ö 5

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TYPE OF PATTERN 2 ON 24 SQ BD. P/N 3013901, PATTERN NUMBER 63291C. DESCRIBED AS TUBE PROT. METAL ELVI, TYPE OF PATTERN 2 ON 2 - 30 SQ BDS. P/N 3014264, PATTERN NUMBER 86730A, DESCRIBED AS TUBE PROT. DESCRIPTION COLLATERAL GENERAL त्त्र च्या धी राजा चा

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

CERTIFIED BY CERTIFIEES PAR REGISTRAR OF
PERSONAL PROPERTY SECURITY
LE REGISTRATEUR
DES SÜRETES MOBILIÈRES

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RUN DATE : 2015/02/18 ID : 20150219110134.57

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REPORT : PSSEN60 PAGE : 101

TYPE OF SEARCH : BUSINESS DELL.
SERRCH CONDUCTED ON : WASI INON & STEEL CORP.

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

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RON DATE : 2015/02/19 ID : 20150218110134.57

TYPE OF SEARCH : BUGINESS DEBTOR SEARCH CONDUCTED ON : WAEL IRON & STREL CORP. FILE CURRENCY : 17FES 2015

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102 9595) REPORT : PSERU60

FORM 10 FINANCING STATEMENT / CLAIM FOR LIZE

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DESCRIBED AS TUBE PROT, METAL ELVI, TYPE OF FAITERN 2 ON 2 - 24 BDS. P/N 3019541, PATTERN NUMBER 161175DA, DESCRIBED AS THROAT REGMENT, METAL ELVI, TYPE OF PATTERN 4 ON 2 - 48 X 83 BDS. P/N COLLATERAL GENERAL १७ का ती जो को लो

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KUN NAMBER : 049 KUN DATE : 2015/02/18 ID : 20150218110134.57

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WASI IFON & STEEL CORP.

: 17FEB 2015

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REPORT: PSSROGO PAGE: 103

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FILE MINER 614744361 Ö

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

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REPORT : PSERUGO PAGE : 105 (8698)

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

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

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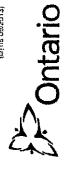
PATTERN 2 OT 3 - 30 SQ BDS. P'N 3027497, PATTERN KUNSER 3020305A. DESCRIBEL AS COV TABLE, METAL ELVI, TYPE OF PATTERN 1 ON 14 X 19 BR. TYN 3027499, PATTERN NUMBER 3000240A, DESCRIBED AS COV TABLE. DESCRIPTION GENERAL m er ut et er er

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

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RUN DATE : 2015/02/18 ID : 20150218110134.57

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REPORT : PSSED60 PAGE : 107 8 8700)

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

TYPE OF SEARCH : BUSINESS DESCRI SEARCH CONDUCTED ON : WASI IRON & STEEL CORP.

FILE NUMBER 614744361 CAUTION 9

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DESCRIBED AS THROAT SES MPS89, METAL BLVI, TYPE OF PATTERN 4 ON 3 -46 X 80 EDS. P/N 3051631, PATTERN NUMBER 300727CD, DESCRIBED AS COVTABLE, METAL ELVI, TYPE OF PATTERN 2 ON 2 + 30 5Q BDS. DESCRIPTION SEMERAL COLLATERAL ಬ್ ಬ್ ಬ್ ಬ್ ಬ್

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108 8701) REPORT : PSERUSO PAGE : 108

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

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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PROVINCE OF CUTABLO MINISTRY OF GOVERNMENT REPUICES DERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESOURS CERTIFICATE

REPORT: PSSRO60 PAGE: 109 (8702)

TYPE OF SEARCH : BUSINGS DESCR SEARCH CONDUCTED ON : WABI IRON & STEEL CORP. FILE CURRENCY : 179ES 2015

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RUM DATE : 2015/02/18 ID : 20150218110134.57

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FAGS : PSSEC60 FAGS : 110 (8703)

TYPE OF SEARCH : BUDINESS DEBTOR SEARCH CONDUCTED ON : WASI IRON & STEEL CORP. PILE CHRENCY : 17FEB 2015

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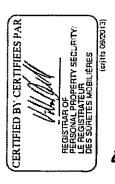
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PROVINCE OF OMTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

REPORT : PSSRO60

CERTIFICATE

TYPE OF SEARCH : BUSINESS DESIGE SEARCH CONDUCTED OR : WASI IFON & SYBEL CORP. FILE CURRENCY : 17FES 2015

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CERTIFIED BY CERTIFIEES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETES MOBILIÈRES

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(cr)11s 09/2013)

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

TYPE OF SEARCH : BUSINESS DESIGE SEARCH CONDUCTED ON : WABI IRON & STEEL CORP. FILE CORPINGY : 17828 2015

PROVINCE OF CNUARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY REGISTRATION SYSTEM ENGUERY RESPONSE CENTIFICATE

REPORT : PSSROGO PAGE : 113 (8706)

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN FILE MUNEER

CHIARIO CORPORATION NO. REGISTERS CHECKER AND THE PROTECTION AND THE PROTEC 307 KEEL CNUER NUMBER 20050505 5347 REGISTRATION SURNAME INILIAL INITIAL MOTOR VEHICLE SCHEDULE FIRST GIVEN NAME FIRST CIVEN NAME 2000 TOTAL BESTERESS NAME *CINRESS Ö THE OF BIFF DATE OF BIRTH Ó 614744415 CAUTION DEBTOR NAME S #네 (그) ಂದ C)s ខាខ

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

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RUN DUMBER : 049 RUN DATE : 2015/62/18 ID : 20150218110134:57

PROVINCE OF CNTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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CERTIFICATE

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EEPCAT : PSSAU60

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WASI INON & STEEL CORP. FILE CURPENCY : 17FES 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

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REGISTRAR OF PERSONAL PROPERTY SECURITY: LE REGISTRATEUR DES SURETES MOBILIÈRES (critis 08/2013) CERTIFIED BY CERTIFIEES PAR

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

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RUN DATE : 2015/02/18 FUN DATE : 2015/02/18 ID : 20150218110134.57

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

REPORT : PSSRÓGO PAGE : 115 (8703)

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

PINANCING STATEMENT / CLAIM FOR LIEN NORM 10

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

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HUN NYMBER: 049 HUN DATE: 2015/02/18 ID: 20150218110134.57

PROVINCE OF ONTAHIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM EKQUIRY RESPONSE CERTIFICATE

REPORT : PSERO60 PAGE : 116 (8709)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : WABI INON & STREE CORP. FILE CORRENCY : 17FEB 2015

PINANCING STATEMENT / CLAIM FOR LIBN TORM 10

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

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FUN DATE : 2015/02/18 1D : 20150:18110134.57

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

REPORT : PSSR060 PAGE : 117 (8710)

TYPE OF BEARCH : BUSINESS DESTOR SEARCH CONDUCTED ON : WAEL IRON & STEEL CORP. FILE CURRENCY : 17FES 2015

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ROW DATE: 2015/02/19 ID: 20150218110134.57

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

CERTIFICATE

118 REPORT : PSSRD60 FAGE

TYPE OF BEARCH : BUBINESS DEBTOR SEARCH CONDUCTED ON : WASI IRON & STEEL CORP. PILE CURRENCY : 17598 2015

FINANCING STATEMENT / CLAIM FOR LIEN

FORM 1C

REGISTERED | PRGISTRATION PERIOD STORE 2008053 6948 1793 5347 REGISTRATION NUMBER MOTOR VEHICLE SCHEDULE TOTAL FAGES ं (2) (2) FILE NUMBER 614744415 NO LIES CITTA S 57 50

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MATURITY DATE NO FIXED Ö ALTENIAN. LO GENO AMOUNT MONOR VEHICLE THOUSE THE STREET STREET, SCHOOLS CHEEK COLLATERAL CLASSIFICATION CONSUMER 3000 €__; ∀1

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



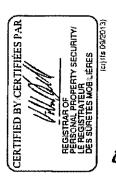
PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROFERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE : 119 (9712)

TYPE OF SEARCH : BUBINESS DEBIOR SEARCH CONDUCTED ON : WABI IRON & STEEL CORP. FILE CURBENCY : 175ER 2015

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

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

PROVINCE OF CHARLO MINISTRY OF GOVERNMEND SERVICES PERSONAL PROPERTY SECURITY REALSTRATION SYSTEM CONTINUENT RESPONSE CONTINUENT RESPONSE

120 REPORT : PSSROSO PAGE : 120

TYPE OF SEARCH : BUZINESS DEBTOR SEARCH CONDUCTED ON : WABI IRON & STEEL CORP. PILE CORRENCY : 17FEE 2015

PINANCING STATEMENT / CLAIM FOR LIEN FORM 10

HEGISTERED REGISTRATION OF THE PROPERTY OF THE 20080803 0048 1793 8347 FEGIFARION STEWE DE MOTOR VEHICLE SCHEDULE in Co TOTAL ្ល Č 1 FILE NUMBER 614744415 CACTION FILING ္ခ Ę,

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ADDRESS SECURED PARTY / LIEN CLAIMANT (3) 626 C)†

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BLVI, TYPE OF FATTERN 2 ON 2 + 36 SQ BOS. P/N 7000137, PATTERN DUMBER 4509CA, DESCRIBED AS PELIEF GATE, MITAL ELVI, TYPE OF PATTERN 3 ON 14 X 18 BU. P/N 7001146, PATTERN NUMBER 430908. SESCRIPTION CKILLATERAL NEXT WELL 57 42 W

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RUN DAYE : 2015/03/19 ID : 2015/02/10134.57

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

REPORT : PSSR060 PAGE : 121 (8714)

TYPE OF SEARCH : DUSINESS DEBTOR SEARCH CONDUCTED ON : WARI IRON & STEEL CORP. FILE CORFERCY : 17PES 2015

FINANCING STATEMENT / CLAIM FOR LIEN DE WEGE

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REGISTRAR OF
PERSONAL PROPERTY SECURITY:
LE REGISTRATEUR
DES SURETÉS MOBIL ÉRES
(«I lis 09/2013) CERTIFIED BY CERTIFIEES PAR

*** BOR BURNER 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 : PSSE060 PAGE : 122 (8715)

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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FILE NUMBER	CAUTION	DEST-CO			THE COMPANY OF THE CO			SECURES PARTY / LIEN CLAIMANT	COLLATERAL CLASSIFICATION CONSUMER COODS INVENTORY	YEAR MOTOR VEHICLE	General Collateral Description



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

FOR KOMBER : 049 FOR DATE : 2015/02/18 ID : 20150218110134.57

PROVINCE OF CHIANIO MINISTRY OF COVERNMENT SERVICES PERSONAL PROPERTY FECURITY PESISTRATION SYSTEM ENQUIRY RESPONSE CERTIFICATE

REPORT : 955A060 PAGE : 8716)

TYPE OF SEARCH : BUSINESS DEBTURE SEARCH CONDUCTED ON : WABL IRON & STEEL CORP. PILE CURRENCY : 17FEE 2015

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

PROVINCE OF ONTARIO
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REPORT : PSSE060 PAGE : 124 [9717]

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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 GENTIFICATE

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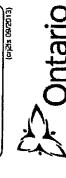
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REPORT : PSSR060

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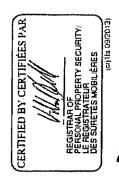
PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY REGISTRATION SYSTEM ENGUIRY RESPONSE CERTIFICATE

REPORT : PSSE060 PAGE : 127 (8720)

: BUBINESS DEBTOR : WABI IRON & STEEL CORP. : 17FEB 2015 TYPE OF SEARCH
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FINANCING STATEMENT / CLAIM FOR LIEN FORM 10

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

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RUN INIMBER : 049 RUN ERIE : 2015/02/18 ID : 20150216110134.67

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

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PAGE : 129 (5722)

TYPE OF SEARCH : BUSINESS DESIGN SEARCH CONDOCTED ON : WASI INON & STEEL CONP. FILE CURRENCY : 17FEB 2015

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

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REPORT : PSERGEO PAGE : 130

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

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FON NOMBER : 545 RUN DATE : 2015/02/18 ID : 20150216110134:57

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

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REPORT : PSSE060 PAGE : 132 (8725)

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

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TYPE OF SEARCH : EUSINESS LEFTOR SEARCH CONDUCTED ON : WASI IRON & STEEL CORP. FILE CURRENCY : 17FES 7015

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

REPORT : PSERO60 PAGE : 133 (8726)

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

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RUN NUMBER : 019 FUN DATE : 2015/02/19 ID : 20150218110134.57

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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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REPORT : PSSRO60 PAGE : 134 (8727)

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

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

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RUN DATE : 2015/02/18 TD : 20150218110134.57

PROVINCE OF CNTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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135 REFORT : PSSRU60 PAGE : 135

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

FINANCING STATEMENT / CLAIM FOR LIEN FORM 1C

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RUN MUMBER: 049 RUN DATE: 1015/02/18 IE: 20150218110134.57

TYPE OF SEARCH : BUTINESS DEBTOR SEARCH COMBUCYED ON : WARI INON & STEEL CORP. FILE CURPENCY : 17FEB 2015

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

PAGE : PSSEUGO PAGE : 136 (8729)

FINANCING STATEMENT / CLAIM FOR LIEN FORM 10

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

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

REFORT : PSSRU60 PAGE : 137 137

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

FINANCING STATEMENT / CLAIM FOR LIEN FORM 1C

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

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

REPORT : PSSRO60 PAGE : 138 (8731)

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

TYPE OF SEARCH : BUSTNESS DESIGN SEARCH CONDUCTED ON 1 WASI IRON 4 STEEL CORP. PILE CURRENCY : 177DS 2015

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PROVINCE OF UNITARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY PESISTRATION SYSTEM ENGURY RESPONSE CERTIFICATE

REFORT : FESRUGO PAGE : 139 (9732)

TYPE OF BEARCH : BUSINESS DEFICE SEARCH CONDUCTED ON : WABI IRON & STEEL CORP. PILE CURRENCY : 17PES 2015

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

PROVINCE OF CATARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENGUIRY RESPONSE CEHTIFICATE

REPORT : PSSRU60 PAGE : 140

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

FINANCING STATEMENT / CLAIM FOR LIEN FORM 1C

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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

PAGE : PSEEDED PAGE : 141

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

FINANCING STATEMENT / CLAIM FOR LIEN FORM 10

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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 RESEGNSE CEPTIFICATE

REPORT : PSSRO60 PAGE : 142 (8735)

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ID : 20150218110114.57
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SEARCH CORDUCTED ON : WASI IRON & STEEL CORP.
FILE CURRENCY : 17FEB 2015

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

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PROVINCE OF CNTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGIETRATION SYSTEM
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CERTIFICATE

REPORT : PSSR060

TYPE OF SEARCH : BUSINESS DEBTOS SEARCH CONDUCTED ON ; WASI IRON & STEEL CORP. FILE CURRENCY : 17FEE 2015

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HOW NUMBER : 049 HOW DATE : 2015/07/12 ID : 20150218110134.57

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

CERTIFICATE

REPORT : PSSRU60 PAGE : 144 144 CATABLO CORPORATION NO. CANAMA GARANTINA NO. REGISTERED REGISTRAFION MATURITY DATE ac. NO. DATE OF 1314819, DEGCELBER AS WEAR BLOCK, P/8: 2314820, DESCRIBER AS 22 4 2 NOTEX ELECTRICA PARCELL STATE SUKNAME MUMBER SURMANE MOTOR VEHICLE INCLUDED TELLIBI THILLINE MOTOR VEHICLE SCHEDULE TRANSPORT ROLLHEST ACCUMENT HI COM FIRST GIVEN NAME FIRST GIVEN NAME FORM IC FINANCING STATEMENT / CLAIM FOR LIEM TYPE OF SEARCH : BUSINESS DEFICE
SEARCH CONDUCTED ON : WABI IRON & STEEL CORP.
PILE CURRENCY : 17FEB 2015 SACEG 10 T EUSINESS NAME ALURESS ADDRESS HELLINESS KAME ADDRESS ADJUST THE SAME COLLAPSEAL CLASSIFICATION i. PATE OF BIRTH DATE OF BIRTH ូខ 308 YEAR MACE SEE STREET FILE NUMBER (日本工業工業日本) SECURED PARTY 82228 LIEW CLAIMART CAUTION DESCRIPTION COLLATERAL STUTHEN GENERAL DEFICE DESTOR ACENT. 後の言うる NAME BAR

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

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REPORT : PSSR060 PAGE : 145 (8738)

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

FINANCING STATEMENT / CLAIM FOR LIEN FORM 10

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REPORT : PSSEUGO PAGE : 146 (8739)					<i>E</i> :		<u></u>	PEGISTRAR OF PEHSONAL PRO
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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION EVETEN ENQUIRY RESPONSE CERTIFICATE

REPORT : PSSR060 PAGE : 147

TYPE OF SEARCH : EUSINESS DESIGN SEARCH CONDUCTED ON : MABI 1750K & STEEL CORP. PILE CORP. 17585 2015

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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REPORT : PSSRU60 PAGS : 148

TYPE OF SEARCH : BUZINESS DESTOR SERARCH CORP. SEARCH CORDUCTED ON : MABI IRON & STEEL CORP. FILE CORPERSION : 17805 2015

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RUN NUMBER : 049 RUN DATE : 2015/02/19 ID : 20150218110134.57

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PAGE : PESHOGO | 149 | 149 | |

SEARCH CONDUCTED ON : WAEL IRON & STEEL CORP. FILE CURRENCY : 17 FEB 2015

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RUN NUMBER : 048 RUN DATE : 2015/02/18 ID : 20150218110134.57

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

REFORD: PSSEOGO PAGE: 150 (8743)

: SUSINESS DEBTOR : WABI IRON & STEEL CORP. : 17FEE 2015

TYPE OF SEARCH SEARCH CONDUCTED ON PILE CURRENCY

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REPORT : PSSP062 PAGE : 151 8744:

TYPE OF SEARCH : BUSINESS DESTOR SEARCH CONDUCTED ON : WARI ISON & STEEL CORP. FILE CURRENCY : 17FES 2015

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PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROFERRY REGISTRATION SYSTEM ENQUIRY RESERONSE CENTIFICATE

REFORT : PSSRO60 PAGE : 152

152 8745)

TYPE OF SEARCH : BULLMESS IESTOR SEARCH CORDING OF HABI IRON & STREIL CORP. FILE CURRENCY : 17888 2115

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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

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

PROVINCE OF CONTABIO MINISTRY OF GOVERNMENT SERVICES PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM BUGUIRY RESPONSE

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REFORT : PSSROGO PAGE : 153 (8746)

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSRO60 PAGE : 154

154 8747)

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

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

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Appendix "G"

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

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 Weilington Tower
Toronto, ON M5J 2T3
www.richter.ca Montréal, Toronto



RICHTER

CANADA

Province de l'Ontario
District de l'Ontario
No division : 15-Haileybury
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 Conseil Inc. Syndic agissant in re la proposition de

Wabi Iron & Steel Corp.

Adam Sherman, MBA, CIRP

T. 416.488.2345 / 1.868.805.1793 F. 514.934.8603 reclamations@richter.ca

Richter Groupe Consell Inc. 181 Bay St., bureau 3320, Bay Wellington Tower Toronto, ON M5J 2T3 www.richter.ca Montréal, Toronto



Appendix "H"

District of:

Ontario

Division No.

15 - Halleybury 31-1942523

Court No. Estate No.

31-1942523

- 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 Wabi Iron & Steel Corp. Of the City of New Liskeard In the Province of Ontario

To the deblor:

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 filling 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)

X Original

Amended

(as stated and estimated by the officer)		(as sale cale an)	mated by the dincery	
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	 Accounts receivable and other receivables 	•	
•		Good	1,603,876.06	
2. Secured creditors as per list "B"	3,948,093.34	Doubtful	749,426.25	
3. Preferred creditors as per list *C*	0.00	Badi	0.00	
at I total do bloatest do pot ave a 111111111111111111111111111111111		Estimated to produce		1,603,876.06
4. Contingent, trust claims or other liabilities as per list "D"	0.00	4. Bills of exchange, promissory note, etc., as	per list "F"	0.00
estimated to be reclaimable for		5. Deposits in financial institutions		0.00
Total liabilities	10,582,704.98	6. Cash	·····	0.00
-	NIL	7. Uveslock		0.00
Surplus	PHE.	8. Machinery, equipment and plant	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,125,790.00
		Real property of immovable as per list "G"		475,000.00
		10. Furniture		0.00
		11. RRSPs, RRIFs, life insurance, etc		0.00
		12. Securities (shares, bonds, debentures, el	ic.)	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	ð
		Amount paid on capital	377,743.00	ō
		Balance subscribed and unpaid	.140104-6804-00	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 Wabi Iron & Steel Corp.'s affairs on the 12th day of December 2014 and fully disclose all property of every description that is in Wabi Iron & Steel Corp.'s possession or that may devolve on Wabi Iron & Steel Corp. in accordance with the Act.

SWORN (or SOLEMNLY CECLARIST)

before me at the City of Temiskayang Shores jurthe France of Ontario, on this 9th day of January 2015.

CHRISTINE M. McLEOD

Barrister & Solicitor
DOWE BENNETT MCLEOD - LAWYERS

Professional Corporation
7 Armstrong Street, P.O. Box 2999
New Liskeard, Ontario POJ 1PO
Phone: (705) 647-9411
Fax:(705) 647-9422

cmcleod@dbmlawyers.ca

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District de:	Ontario				TRADUCTIO)
No division:	15 - Haileybury		X original	l modifié	TRADUCTIO
No cour:	31-1942523				
No dossier:	31-1942523				
	(para	Bilan - proposition	ULAIRE 78 _ déposée par une entité et paragraphes 50(2) et 62(1) de la Loi)		
		Wabi iror de la ville d	de la proposition de 1 & Steel Corp. le New Liskeard nce de l'Ontario		
	nu de remplir avec soin et exactitude rotre avis d'intention) le 9 janvier 2015. solennelle.				
	PASSIF (tel que déclaré et estimé par l'officier)		(tel que dé	ACTIF éclaré et estimé par l'officier)	
1. Créanciers non gara	intis: voir liste A	5,360,077.86	1. Inventaire	,	743,427,28
Équilibre de réclama	ations garantis: voir liste "B"	1,274,533.78	Aménagements		0.00
Créanciers non gara	ıntis total	6,634,611.64	Bonnes		
2. Créanciers garantis:	voir liste B	3,948,093.34	Douteuses		
3. Créanciers privilégié	s: voir liste C	0.00	Estimation des créances qui pe		1,603,876.06
, -			4.Lettres de change, billets à ordre, e		0.00
	réclamations de fiducie ou autres	0.00	5. Dépôts en institutions financières .		0.00
(voir liste D)pouvant être réclamées pour une somme de		45 550 701 00	6. Espèces		0.00
lotal du passif	•••••	10,582,704.98	7. Bétail		0.00
Surplus		NIL	8. Machines, outillage et installation		1,125,790.00
		-	9. Immeubles et biens réels : voir liste	s G	475,000.00
			10. Ameublement	••••••	0.00
			11. REER, FERR, Assurances-vie et	c	0.00
			12 Valoure mobilione/actions, obliga	rtione déhoutures etc	0.00

Montant du capital payé

Solde souscrit et impayé

Estimation du solde qui peut être réalisé

Total de l'actif

Déficit

0.00

0.00

0.00

0.00

3,948,093.34

6,634,611.64

377,743.00 377,743.00

Je, Jeremy Birnie, de Terniskaming 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.

Expire le

(signé)	(signé)
Christine M. McLeod, Commissaire à l'Assermentation	Jeremy Bimle
pour la province de l'Ontario	

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

FORM 78 - Continued

List "A" Unsecured Creditors

Wabi 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 POJ 1P0	84.69	0.00	84.69
2	ACCURACY ENV. LABORATIES	PO BOX 426 1470 GOVT ROAD WEST KIRKLAND LAKE ON P2N 3J1	954,17	0.00	954.17
3	ADOLF VEJVODA	EVANTUREL TWP 386118 MARTER BNDRY RD ENGLEHART ON POJ 1H0	1.00	0.00	1.00
4	AEVITAS	455 ARCHER DRIVE, BOX 518 KIRKLAND LAKE ON P2N 3J5	621.50	0.80	621.50
5	AIR LIQUIDE CANADA INC.	1700 STEELES AVE EAST BRAMALEA ON LGT 1A6	8,330.74	0.00	8,330.74
6	AIRSPRINT INC.	1910 MCCALL LANDING NE CALGARY ON T2E 985	3,035.81	0.00	3,035.81
7	AJAX TOCCO MAGNETHERMIC CORP.	333 STATION STREET AJAX ON LIS 1S3	1,248.65	0.00	1,248.65
9	ALLIED METALS	PO BOX 67000 DETROIT MI 48267-0089 USA	42,352.68	0.00	42,352.68
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 POJ 1R0	1,00	0.00	1.00
12	ANDREW RIDLEY 1215	683227 HWY 654 EAST NEW LISKEARD ON POJ 1PO	1.60	0.00	1.00
13	ANDY RINGUETTE 3315	364 BUFFAM DRIVE HAILEYBURY ON POJ 1KD	1.00	0.00	1.00
14	ARC INDUSTRIES	BOX 1149 513 AMWELL STREET HAILEYBURY ON POJ 1KO	4,685.70	0.00	4,685.70
15	ARI 2912473 CANADA LTD.	1355-C CITE DES JEUNES ST CLET PQ JOP 180	3,969.00	0.00	3,969.00
16	ASBURY WILKINSON INC.	1115 SUTTON DRIVE BURLINGTON ON L7L 528	88,638.14	0.60	88,638.1
17	ASDR FABRICATION	C.P. 1479 B20, CHEMIN DU LAC MOURIER MALARTIC PQ J0Y 1Z0	61,323.52	0.00	61,323.5
18	ASHLEY BRAKE 1153	373 AMWELL STREET HAILEYBURY ON POJ 1KO	1.00	0.00	1.0
ţÇ	ASTECH ALLOY STEEL TECHN.	PO BOX 158 5512 SCOTCH RD VASSAR MI 48768 USA	71,070.20		71,070.2
20	ATLAS EQUIPMENT COMPANY	1313 S. 96TH ST SEATTLE WA 98108 USA	11,250.00		11,250.0
21	B & G INDUSTRIAL SERVICES LTD.	P.O. BOX 1585 - HWY 65E NEW LISKEARD ON POJ 1E0	1,935.13	<u></u>	1,935.1
23	B&L INFORMATION SYSTEMS, INC.	4707 RAMBO ROAD BRIDGMAN MI 48106 USA	6,302.40	0.00	6,302.4

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

FORM 78 ~ Continued

List "A"
Unsecured Creditors

Wabi 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	BCI ENGIN. AND CARROL MFG	1035 WATER OAK DRIVE AIKEN SC 29803 USA	100,844.00	0.00	100,844.00
26	EDI GANADA INC.	1867 O'BRIEN STREET NORTH BAY ON P18 5Y7	23,700.03	0.00	23,700.03
27	BELL WIRELESS ALLIANCE	PO BOX 5101 BURLINGTON ON L7R 4R6	4,976.59	0.00	4,976.59
28	BENEFACT CONSULTING GR	112 - 6265 NORTHAM DRIVE MISSISSAUGA ON L4V 1X5	21,616.74	0.00	21,618.74
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 M/ 48601 USA	20.00	0.00	20.00
31	BILLY GRASSER 1240	358 LINDSAY'S HILL ROAD TroUT CREEK ON POH 2L0	1.00	0.00	1.00
32	BRIGHTEVER TOOL & DIE	29 SANDERLING RD. NW CALGARY AB T3K3R9	5,198.00	0.00	5,198.00
33	BRISTOL MACHINE WORKS 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 15825 USA	106,778.70	0.00	106,778.70
35	BRUCE JENKINSON	661 CHAMPLAIN HAILEYBURY ON POU 1KO	29,227.56	0.00	29,227.56
36	BRUCE POTTS	12 MONTROSE RD. BELLEVILLE ON KBR 1A3	1.00	0.00	1.00
37	CAMBRIAN COLLEGE	1400 BARRYDOWNE ROAD SUDBURY ON P3A 3VB	10,210,00	0.00	10,210.00
38	CAMBRIAN METALS INC	3696 INDUSTRIAL ROAD CHELMSFORD ON POM 1L0	64,374.23	0.00	64,374.23
39	CAMESE	101 - 345 RENFREW DRIVE MARKHAM ON L3R 9S9	3,983.25	0.00	3,983.25
40	CAMPSALL ELECTRIC CO. LTD.	80X 940 883306 HWY. 65 NEW LISKEARD ON POJ 1F0	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 ASRASIVES 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 787	10,402.89	0.00	10,402.89
44	CANADIAN QUALITY PROD. & SERV.	PO BOX 112, 22 PINE STREET CONISTON ON POM 1M0	3,508.88	0.00	3,508.88

09-Jan-2015	
Date	

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Division No.

15 - Halleybury 31-1942523 31-1942523

Court No. Estate No.

FORM 78 - Continued

List "A" Unsecured Creditors

Wabi iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
45	CARDINAL COURIERS LTD.	400 BRUNEL ROAD MISSISSAUGA ON LAZ 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 LEM 2W2	2,027.85	0.00	2,027.85
46	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	96.83
50	CENTURY PACIFIC FOUNDRY	9239, 128TH STREET SURREY BC V3W 4G1	122,393.55	0.00	122,393.55
,	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
	CLEAN SCENE INDUSTRIAL	P.O. BOX 1568 NEW LISKEARD ON POJ 1P0	118 36	0.00	116.36
54	COREY ARCHAMBAULT 1217	RR#3 231392 DAIRY LANE ROAD ThomLOE ON POJ 150	1.00	0.00	1.00
55	DAVE BOWERING	195 HALIBURTON ST.WEST NEW LISKEARD ON POL 170	1.00	0.00	1.00
56	DAVE QUEHE	419 BROMNING STREET HAILEYBURY ON FOJ 1KD	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 PO H9R 1A9	3,055.86	0.00	3,055.86
59	DONNA SHEARING	342 SUTHERLAND WAY HAILEYBURY ON POJ 1KO	1.00	0.00	1.00
60	DOUPE BENNETT MCLEOD	P.O. BOX 2999 NEW LISKEARD ON POJ 1P0	9,759.08	0.00	9,759,08
61	DR. MARK CHURMAN	R.R. #3 12 APPALOOSA DRIVE NEW LISKEARD ON POJ 1PO	4,500.90	0.60	4,500.00
62	E.T. ENGINEERING INC.	R.R. #1 970 DERLAND ROAD CORBEIL ON POH 1K0	4,633,00	0.00	4,633.00
63	EARLTON COUNTRY STORE	69, 10TH AVENUE EARLTON ON POU 1E0	2,026.78	0.00	2,026.78
64	EMOND - HARNDEN, LLP	GLEBE CHAMBERS 707 BANK STREET OTTAWA ON KIS 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 6L1	10,500.00	0.00	10,500.00

09	-Jan-2015
	Date

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

FORM 78 - Continued

List "A" Unsecured Creditors

Wabi iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
	ESI NORTH AMERICA	350 - 32605 WEST 12 MILE ROAD FARMINGTON HILLS MI 48334 USA	20,959.00	0.00	20,959.00
68	EVANS,BRAGAGNOLÒ & SULLIVAN LLP	BARRISTERS AND SOLICITORS 120 PINE ST. SOUTH TIMMINS ON P4N 2K4	13,635,22	0.00	13,635.22
69	EXCEL MOLD LIMITED	88 ELLIS DRIVE BARRIE ON 1.4N 8Z3	5,672.60	0.00	5,672.60
70	EXPEDITE PLUS	917 NIPISSING ROAD, UNIT C MILTON ON LOT 5E3	2,475.00	0.60	2,475.00
71	EXPEDITE PLUS US	917 NIPISSING ROAD, UNIT C MILTON ON L9T 5E3	1,950.00	0.00	1,950.00
72	FAICAL BEN GUENNA 1237	67 BIRCH STREET NORTH COBALT ON FOU 1R0	1.00	0.00	1.00
73	FASTENAL.	117 - 860 TRILLIUM DRIVE KTCHENER ON N2R 1K4	27,620.22	0.00	27,620.22
74	FEDERAL EXPRESS	TORONTO STATION A P.O. BOX 4626 TORONTO ON M5W 584	94,60	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 9EB	36,350.32	5,00	36,350.32
77	FMC TECHNOLOGIES	P.O. BOX 96138 2730 HIGHWAY 145 S CHICAGO MS 38866 USA	1,542.28	0.00	1,542.28
78	FOOTHILLS STEEL FOUNDRY	9390, 114 AVE SE CALGARY AB T3S0A4	16,060.00	0.00	16,060.00
79	GALSON LABORATORIES	2050 DUNDAS ST. EAST MISSISSAUGA ON L4X 1L9	1,127.00	0.00	1,127.00
80	GARY GODREAU	195 BIRCH DRIVE NEW LISKEARD ON POJ 1P0	1.00	0.00	1.00
81	GHISLAIN GOSSELIN	149 COLETTE STREET NEW LISKEARD ON POJ 1PO	1.00		1.00
82	GLEN GARVIN 1192	379 BROADWOOD AVE NEW LISKEARD ON POJ 1P0	1.00	0.00	1.00
83	GLOBAL GROWTH	MEL SAUVE 300 - 1100 BURLOAK 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 POJ 1P0	347.30	0.00	347.30
85	GRANT THORNTON LLP	200 - 15 ALLSTATE PARKWAY MARKHAM ON L3R 584	32,314.73	0.00	32,314.73
8,5	GREAT WEST LIFE ASS. CO.	GROUP INSURANCE PAYMENT ADM. P.O. BOX 1053 WINNIPEG MB R3C 2X4	56,166.37		56,166.37
87	GREATER SUDBURY	P.O. BOX 5000 STN A 200 BRADY STREET SUDBURY ON P3A 5P3	485.00	0.00	485.00

09-Jan-2015
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Division No. Court No.

15 - Haileybury 31-1942523 31-1942523

Estate No.

FORM 78 -- Continued

List "A" Unsecured Creditors

Webi 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 6V8	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 MAP 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.	203B - 13909 N. DALE MABRY HWY. TAMPA FL 3361B-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 P3C387	102,30	0.00	102.30
98	INDUSTRY CANADA	2ND FLOOR EAST 200A - 235 QUEEN OTTAWA ON K1A CH5	13,314.94	0.00	13,314.94
99	INSIGHT CANADA INC.	5410 DECARIE BLVD MONTREAL PQ H3X 482	3,124.69	0.00	3,124.69
100	ISN SOFTWARE CANADA LTD.	PO 80X 9603, STN M CANADA AB 12P 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 LATHEM EXCAVATING LTD.	NIVEN STREET P.O. BOX 176 NGRTH COBALT ON POJ 1R0	2,395.60	0.00	2,395.60
103	JEBCO	111 ELLIS DRIVE BARRY ON L4N 8Z3	226,935.64	0.00	226,935.64
104	JEFFREY RADER USA	DEPT CH 17751 TERRASOURCE GLOBAL PALATINE 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	JOET FEARITE	180 BRUCE STREET NEW LISKEARD ON POJ 1P0	1.00	0.00	1.00
107	JONATHAN LARIVIERE 1209	12 SABOURIN VILLE MARIE QC J9V 1Z3	1.00	0.00	1.00
108	JORDAN DRAMVILLE 1207	94 CROSS LAKE ROAD NORTH COBALT ON POJ 1RO	1.00	0.00	1.00
109	KNOX INSURANCE	705 CASSELLS ST. NORTH BAY ON P18 4A3	12,562.18	0.00	12,662.18

09-Jan-2015
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District of: Ontario
Division No. 15 - Haileybury
Court No. 31-1942523
Estate No. 31-1942523

FORM 78 - Continued

List "A" Unsecured Creditors

Wabi iron & Sleei Corp

No.	Name of creditor	Address	Unsecured claim	Balanca of claim	Total claim
110	LANDMARK RESOURCES Alin: CHAD YEHIA, LLB etler f	C/O GRECHI CARTER P.C. 503-55 EGUNGTON AVE. E. TORONTO ON MAV 2Y7	9,030.68	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 OC GOA 480	4,194.74	0.00	4,194.74
116	MACKEWN EXCAV, & CONTRACTING	A DIV. OF 1329148 ONTARIO LTD. 118253 SALES BARN RD 6X1387 NEW USKEARD ON POJ 1PO	480.25	0.00	480.25
117	MAJIC JOINING INNOVATION CTR	P.O. BDX 303 140 GOVERNMENT ROAD EAST KIRKLAND LAKE ON P2N 3H7	5,479.39	0.00	5,479.39
118	MANCUSO CHEMICALS LTD.	5725 PROGRESS ST. NIAGARA FALLS ON L2G OC1	32,032.57	0.00	32,032.57
119	MANITOULIN TRANSPORTATION	RADLEYS HILL ROAD P.O. BOX 1559 NEW LISKEARD ON POJ 1PO	61,501.05	0.00	61,501.05
120	MANULIFE FINANCIAL	ATTN: CPO CLIENT SERVICES, KC-6 PO BOX 396 STN WATERLOO WATERLOO ON N2J 4A9	54,997.68	0.00	54,987.68
121	MANULIFE FINANCIAL	ATTN: CPG CLIENT SERVICES, KC-6 PO BOX 396 STN WATERLOO WATERLOO ON N2J 4A9	1,521,693.00	0.00	1,521,693.00
122	MARTY LOACH 1225	486 ROSS AVE NEW LISKEARD ON POJ 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 8B7	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 & TECHN.	640 - 560 HORNBY ST VANCOUVER BC V6C 386	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	382 FRASER STREET NORTH BAY ON P18 3W7	4,902.00	0.00	4,902.00
129	MOTION INDUSTRIES (CANADA) INC.	POSTAL STATION A P.O. BOX 8046 TORONTO ON MEW 3W5	900.62	0.00	900,62

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FORM 78 - Continued

List *A* Unsecured Creditors

Wabl Iron & Steel Corp

No.	Name of creditor	Address	Unsacured 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 HORTH 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	NORDGORS	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 7C8	168,725.87	0,00	168,726.87
136	NORTHERN SKYS AIRCRAFT SERV.	LAST HANGER P.O. BOX 412 EARLTON ON POJ 1E0	14,548.37	0.00	14,548.37
137	NORTHERN SURVEY SUPPLY	57 PINE ROAD MATTAWA ON POH 1V0	305.10	6.00	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 TEMISKAMING SHORES PROVINCIAL OFFENCES COURT HAILEYBURY ON POJ 1K0	59,260.00	0.00	59,260.00
140	ONTARIO MINING ASSOCIATION	520 - 5775 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 LOR 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 LSP 1B2	980.00	0.00	980.00
143	OSHTECH INCORPORATED	100 - 400 YORK ST. LONDON ON N69 3N2	2,666.80	0.00	2,656.80
144	OVERHEAD DOOR CO. OF SUDBURY	P.O. BOX 2608 74 NATIONAL ST. GARSON ON P3L 1M5	4,520.00	0.00	4,520.00
145	PALMER MFG & SUPPLY INC	PO BOX 2579 SPRINGFIELD OH 45501 USA	4,282.50	0.00	4,282.50
146	PATRICK BREAULT 1236	118 QUEEN STREET NORTH COBALT ON POJ 1R0	1.00	0.00	1.00
147	PAUL DUBUC 1026	HARRIS TWP 882378 HWY 65 EAST NEW LISKEARD ON POJ 1PO	1.00	0.00	1.00
148	PENDOCK MALLORN LTD,	PO BOX 168 8081 CALDWELL CRESCENT GARDEN HILL ON LOA 180	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

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FORM 78 -- Continued

List "A" Unsecured Creditors

Wabi iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total cisim
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 8 STATION A TORONTO ON M5W 1PB	11,326.20	0.00	11,326.20
155	QUIPTEC INC.	683 BAYVIEW DRIVE BARRIE ON L4N 9A5	2,123.95	0.00	2,123.95
156	RBC - RRSP	5 ARMSTRONG ST. NEW LISKEARD ON POJ 1PO	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 STN MAIN SHAWINIGAN-SUD PQ G9N 7W2	190.30	0.00	190,30
159	RECEIVER GENERAL OF CANADA ACCT. #134717891RT	P.O. BOX 6000 STN MAIN SHAWINIGAN-SUD PQ G9N 7W2	2,851.03	0.00	2,851.03
160	ROMQUEST TECHN. CORP.	64 GUIDED COURT TORONTO ON M9V 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	RBS CREDIT CARD PAYMENT CENTRE P.O. BOX 6901 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 CRAYEN CRESCENT NEW USKEARD ON POJ 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 FOU 1PO	1.00	0.00	1.00
169	SPEEDY GLASS	AUTO, RESIDENTIAL & COMM. 58 ARMSTRONG ST. NEW LISKEARD ON POJ 1P0	590.73	0.00	590.73
170	STEPHANE BARIL	294 LAKESHORE NEW LISKEARD ON POJ 1PO	1,00	0.00	1.00

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List "A" Unsecured Creditors

Wabi Iron & Steel Corp

Na.	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	TECHNOWLEDGY SOLUTIONS LTD.	OFFICE PRO. 776 LASALLE BOULEVARD SUDBURY ON P3A 4V4	5,408.07	0.00	5,408.07
174	TEMISKAMING IND. MINING EQ.	P.O. BOX 1330 HAILEYBURY ON POJ 1KO	67,806.93	0.00	67,806.93
175	TERRA POWER SYSTEMS INC.	1495 STONEYBROOK TRAIL OAKVILLE 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	TOMUTTLEY	402 WHITEWOOD AVE NEW LISKEARD ON POJ 1P0	1.00	0.00	1,00
180	TOYOTA CREDIT CANADA INC.	200 - BO MICRO COURT MARKHAM ON L3R 925	6,321.26	0.00	6,321.26
181	TRANSCAT LTD.	P.O. BOX 5100 (T5023), STN. "F" TORONTO ON MAY 2T5	590.22	0.00	590.22
182	TRAVIS WIGLE 1247	222 LAKE HEIGHTS RD NORTH BAY ON P1A 2Z3	1.90	0.00	1.00
183	UNICAST INC	871 STREMEL ROAD KELOWNA BC V1X 5E6	122,321.35	0.00	122,321.35
184	UNION GAS	P.O. BOX 2001 50 KEIL DR. N. CHATHAM ON N7M 5M1	19,363.80	0.00	18,383.80
185	UNITED PARCEL SERVICE	P.O. BOX 6157 MONCTON NB E1C 9W9	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 333 PRINCE CHARLES DRIVE WELLAND ON L3B 5A6	5,980.25	0.00	5,980.25
166	VICTAULIC CUSTOM CASTING CO.	123 NEWKIRK ROAD RICHMOND HILL ON L4C 3G5	1,172.94	0.00	1,172.94
189	WALLY HEARN	RR#1 COBALT ON POJ 1CO	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

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FORM 78 -- Continued

List "A" Unsecured Creditors

Wabi Iron & Steel Corp

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total cialm
	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 LAW 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 P18 9P1	1,025.04	0.90	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	***	122,420.60	0.00	122,420.00
	4	Total:	5,360,077.86	1,274,533.78	6,634,611.64

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List "B" Secured Creditors

Wabi 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 P6A 6V8	3,059,705.41	Business Assets - Machinery - Machinery & equipment		1,041,744.35		
				Business Assets - Stock In Trade - Inventory		743,427.26		
				Debts Due - Business - Accounts receivable		0.00		
				Real Property or Immovable - Building and Land - New Liskeard - 330 Broadwood Ave		D. Q Q		1,274,533.76
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		1,087,921.71		
				Business Assets - Machinery - Machinery & equipment		0.00		
				Business Assets - Stock In Trade - Inventory		0.00		
				Real Property or immovable - Building and Land - Now Liskeard - 330 Broadwood Ave		475,000.00		
3	SOUTH TEMISKAMING COMMUNITY FUTURE DEV	467 FERGUSON AVE HAILEYBURY ON POJ 1KO	600,000.00	Business Assets - Machinery - Machinery & equipment		E4,045.6		
		110		Business Assets - Stock in Trade - Inventory		0.0		
				Debts Due - Business - Accounts receivable		515,954.3	5	
				Real Property or Immovable - Building and Land - New Liskeard - 330 Broadwood Ave		0.0	C .	
F	1	Total:	5,222,627.1	2		3,948,093.3	4 0.00	1,274,533,78

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List "C" Preferred Creditors for Wages, Rent, etc.

Wabi 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
	*	<u> </u>		Total:	0,00	0.00	0.00

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List "D" Contingent or Other Liabilities

Wabl 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 flability Incurred	Nature of Hability
		Total:	0.00	0.00		

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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)	Follo of ladgers 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 POJ 1P0	Accounts receivable	1,603,876.06 749,426.25 0.00		09-Jan-2015	1,503,876.06	Accounts receivable
	***************************************		Total:	1,603,876.06 749,426.25 0.00			1,603,876.06	

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List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel Mortgages, etc., Available as Assets

Wabi iron & Steel Corp

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupatio n	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or nois, etc.
			Total:	0.00		0.00	

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List "G"

Real Property or immovables Owned by Deblor

Wabi Iron & Steel Corp

Description of property	Nature of debtor interest	in whose name does title 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, STH FLOOR TORONTO ON MSH 1C4 1,562,921.71 HERITAGE FUND BRUCE STRAPP 200-70 FOSTER DRIVE SAULT STE-MARIE ON P6A 6VB 3,059,705.41 SOUTH TEMISKAMING COMMUNITY FUTURE DEV 467 FERGUSON AVE HAILEYBURY ON POJ 1KO 600,000.00	0.00
	475,000.00		0.00		

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FORM 78 -- Concluded

List "H" Property

Wabi 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	743,427.2B
(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) Liveslock			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	0.90
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(I) Taxes			0.00	0.00
(m) Other			0.00	0.00
			Total:	1,869,217.28

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Flie No.

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

Appendix "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, Wabi 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:

- 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:

- 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 Wabi 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 Wabi 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.
- 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:

Operating Loss	\$ (1,116,516)	\$ (1,048,846)	\$ (1,613,845)	\$ (2,555,201)				
Operating Expense	(4,671,015)	(4,507,057)	(4,450,485)	(4,346,994)				
Gross Profit	3,554,499	3,458,211	2,838,640	1,791,793				
Cost of Sales	(10,280,660)	(12,560,505)	(12,449,447)	(10,784,412)				
Sales	\$ 13,835,159	\$ 16,018,716	\$ 15,288,087	\$ 12,576,205				
	(unaudited)	(audited)	(audited)	(unaudited)				
	2011	2012	2013	2014				
Historical Financial Results	Fiscal Year							
Wabi Iron & Steel Corp.								

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	ted Realizable ue per SOA
Accounts Receivable Inventory	\$ 1,603,876 743,427 1,600,790
Capital Assets 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:

Secured Preferred	.\$	5,222,627 -
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
	\$ 1,562,922
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/Terms 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 Wabl 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 Scotla, 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").

Wabl 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	Estima	ted Claim Per SOA
Astech Alloy Steel Technologies	\$	80,736
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 \$NiI as follows:

	Estimate	alizable Value		
Asset Description	 Low		High	Notes
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	\$ NII	\$	Nil	

Notes:

- 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.
- 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.

Adam Sherman, MBA, CIRP

Appendix "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 DelMedico

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 abovenamed 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"

Attandance register at the First Meeting of Creditors

in the Matter of the Proposal of Wabi iron & Steel Corp. Of the City of New Liskeard in the Province of Ontario

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Telephone Numbar													
Name of Credilor represented	Thefee	TRUSTEE	Coursel to Trater	Wals	TEN.	Mah (ranxel)	Mabi (cansel)						
Сотралу's Name	Richter	RICHEST	FASKEN MACTINEM	116 Jry , Cheller	10/14	Ç	Lussels 1962L	1					
Individual's Name	CALCAL STATES	CHAN VELLE	לטטפע הטפירר	Jerem, Brove	JAMES MIMM S	Mondre Soss	Cru Filis	7					

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%

Appendix "K"

RICHTER

February 13, 2015

To the Creditors of Wabl 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.

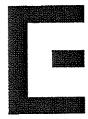
A copy of Wabi's Proposal, a Proof of Claim form, an Election to Reduce Claim form, and other Proposal documents can be found on the Proposal Trustee's website at www.richter.ca/en/insolvency-cases/w/wabi-iron-and-steel-corp.

Should you have any questions or require further information, please contact Mr. Anthony Dalfio of the Proposal Trustee's office at 416-642-4835 or the undersigned.

Regards,

Richter Advisory Group Inc.
Trustee acting in re the proposal of
Wabi Iron & Steel Corp.

Adam Sherman, MBA, CIRP



RICHTER

CANADA

SUPERIOR COURT OF JUSTICE in Bankruptcy and Insolvency

Province of Ontario
District of: Ontario

Division No. 15-Halleybury Court No. 31-1942523 Estate No. 31-1942523

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

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



RICHTER

CANADA

COUR SUPÉRIEURE DE JUSTICE en matière de faillite et d'insolvabilité

Province de l'Ontario
District de : l'Ontario
No division : 15-Haileybury
No cour : 31-1942523
No dossier : 31-1942523

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° étage, de la ville de Toronto, dans la province de l'Ontario, le 2° 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° jour de janvier 2015.

Daté le 13º 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

T. 416.488.2345 / 1-888-805-1793 F. 514.934.8603 réclamations@richter.ca

Richter Advisory Group Inc. 181 Bay St, bureau 3320, Bay Wellington Tower Toronto, ON M5J 2T3 www.richter.ca Montréal, Toronto



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)

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.