

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

ALUMINART PRODUCTS LIMITED, ARCOR WINDOWS &
DOORS INC., N.A.P. WINDOWS & DOORS LTD., SALVATORE CACCAMO, JOSEPH
CACCAMO, COSIMO CACCAMO, LINTON PYNN
and 12794799 CANADA INC.

Respondents

APPLICATION RECORD
(Possession Motion – Returnable April 6, 2021)

April 1, 2021

LIPMAN, ZENER & WAXMAN PC

Barristers and Solicitors
100 Sheppard Street East, Suite 850
Toronto, Ontario M2N 6N5

Ian Klaiman

Law Society No. 58955G
Tel: (416) 789-0652
Fax: (416) 789-9015
Emails: iklaiman@lzwlaw.com

Lawyers for the Applicant

TO: THIS HONOURABLE COURT

AND TO: SHENTON SAKINOFSKY LLP

Barristers and Solicitors
5800 – 40 King Street West
Toronto, Ontario M4H 3S1

Paul Shenton

Tel.: 647-725-2530

Fax: 647-725-2531

Email: pshenton@ssllp.ca

Lawyers for Aluminart Products Limited,
Arcor Windows & Doors Inc. and N.A.P.
Windows and Doors LLP

AND TO: Joseph Caccamo

1 Wishing Well Court
Kleinberg, Ontario L0J 1C9

AND TO: Salvatore Caccamo

1 Wishing Well Court
Kleinberg, Ontario L0J 1C9

AND TO: Lynton Pynn

200 Islington Avenue, Suite 1812
Kleinberg, Ontario M9P 3S7

AND TO: 12794799 Canada Inc.

100 Bass Pro Mills Drive, Unit 32
Kleinberg, Ontario L4K 5X1

AND TO: Cosimo Caccamo

22 Rainbows End
Kleinberg, Ontario L0J 1C0

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Court File No. CV-21-00659822-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
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- and -

ALUMINART PRODUCTS LIMITED, ARCOR WINDOWS &
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CACCAMO, COSIMO CACCAMO, LINTON PYNN
and 12794799 CANADA INC.

Respondents

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing:

- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

at the following location (zoom video conference):

Join Zoom Meeting

<https://zoom.us/j/96423382910?pwd=VFE2STFqbXU3N2h4M2NVZmpRMII1dz09>

Meeting ID: 964 2338 2910

Passcode: 350179

One tap mobile

+16699006833,,96423382910#,,, *350179# US (San Jose)

+19292056099,,96423382910#,,, *350179# US (New York)

Dial by your location

+1 669 900 6833 US (San Jose)
 +1 929 205 6099 US (New York)
 +1 253 215 8782 US (Tacoma)
 +1 301 715 8592 US (Washington DC)
 +1 312 626 6799 US (Chicago)
 +1 346 248 7799 US (Houston)

Meeting ID: 964 2338 2910

Passcode: 350179

Find your local number: <https://zoom.us/j/96423382910>

before a Judge presiding over the Commercial List on **Tuesday, April 6, 2021 at 11:00 a.m.** (or on a day to be set by the registrar).

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a Notice of Appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your Notice of Appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date:

Issued by:

 Local Registrar

Address of
 Court Office:

330 University Avenue, 7th Floor
 Toronto, Ontario
 M5G 1R7

TO: THIS HONOURABLE COURT

AND TO: SHENTON SAKINOFSKY LLP

Barristers and Solicitors
5800 – 40 King Street West
Toronto, Ontario M4H 3S1

Paul Shenton

Tel.: 647-725-2530

Fax: 647-725-2531

Email: pshenton@ssllp.ca

Lawyers for Aluminart Products Limited,
Arcor Windows & Doors Inc. and N.A.P.
Windows and Doors LLP

AND TO: Joseph Caccamo

1 Wishing Well Court
Kleinberg, Ontario L0J 1C9

AND TO: Salvatore Caccamo

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AND TO: Cosimo Caccamo

22 Rainbows End
Kleinberg, Ontario L0J 1C0

AND TO: Lynton Pynn

200 Islington Avenue, Suite 1812
Kleinberg, Ontario M9P 3S7

AND TO: 12794799 Canada Inc.

100 Bass Pro Mills Drive, Unit 32
Vaughan, Ontario L4K 5X1



Court File No. CV-21-00657729-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Electronically issued
Délivré par voie électronique : 01-Apr-2021
Toronto

B E T W E E N:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

**ALUMINART PRODUCTS LIMITED, ARCOR WINDOWS &
DOORS INC., N.A.P. WINDOWS & DOORS LTD., SALVATORE CACCAMO, JOSEPH
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TO THE RESPONDENTS:

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THIS APPLICATION will come on for a hearing:

- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

at the following location:

(insert video conference details) before a Judge presiding over the Commercial List on **Tuesday, April 6, 2021 at **pm** (or on a day to be set by the registrar).

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a Notice of Appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a

lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your Notice of Appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date:

Issued by:

Local Registrar

Address of
Court Office:

330 University Avenue, 7th Floor
Toronto, Ontario
M5G 1R7

TO: THIS HONOURABLE COURT

AND TO: SHENTON SAKINOFSKY LLP

Barristers and Solicitors
5800 – 40 King Street West
Toronto, Ontario M4H 3S1

Paul Shenton

Tel.: 647-725-2530

Fax: 647-725-2531

Email: pshenton@sslpp.ca

Lawyers for Aluminart Products Limited,
Arcor Windows & Doors Inc. and N.A.P.
Windows and Doors LLP

AND TO: Joseph Caccamo

1 Wishing Well Court
Kleinberg, Ontario L0J 1C9

AND TO: Salvatore Caccamo
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Kleinberg, Ontario L0J 1C9

AND TO: Cosimo Caccamo
22 Rainbows End
Kleinberg, Ontario L0J 1C0

AND TO: Lynton Pynn
200 Islington Avenue, Suite 1812
Kleinberg, Ontario M9P 3S7

AND TO: 12794799 Canada Inc.
100 Bass Pro Mills Drive, Unit 32
Vaughan, Ontario L4K 5X1

APPLICATION:

1. The Applicant, Business Development Bank of Canada (“**BDC**”), makes application for:
 - a. If necessary, an Order abridging the time for service and validating service of this Notice of Application and Application Record in the manner effected by the Applicant so that this Application is properly returnable and dispensing with service thereof on any party other than the parties served;
 - b. An Order compelling Respondents to forthwith grant BDC with access to the premises wherever the equipment listing in the **Schedule “A”** attached hereto (the “**BDC Equipment**”) is located, including, without limitation, 1 Summerlea Road, Brampton, Ontario, 400-725 Granville Street, Vancouver, British Columbia and/or 100 Bass Pro Mills Drive, Unit 32, Vaughan, Ontario, as BDC or its agent may require from time to time, for the purposes of inspecting, conducting appraisal(s) and/or removal of the BDC Equipment;
 - c. An Order compelling the Respondents to forthwith place BDC in possession of the BDC Equipment;
 - d. An Order compelling the Respondents to provide BDC with an accounting, tracing and disgorgement of any proceeds of sale in connection with the BDC Equipment;

- e. Further, and in the alternative, if necessary, interim and interlocutory Orders;
 - (a) enjoining the Respondents from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any of the BDC Equipment; and
 - (b) compelling the Respondents to forthwith place BDC in possession of the BDC Equipment;
- f. An Order authorizing and directing local police assistance, if the Respondents do not peaceably adhere to any Order as aforesaid;
- g. Costs of this application on a substantial indemnity basis; and
- h. such further and other relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE APPLICATION ARE:

Background:

1. BDC is a body corporate financial institution wholly owned by the Government of Canada established pursuant to the *Business Development Bank of Canada Act*.
2. The respondent Aluminart Products Limited (“**Aluminart**”) is an Ontario Corporation, with its registered head office located at 1 Summerlea Road, Brampton, Ontario (the “**Ontario Premises**”). It carried on business as a manufacturer and distributor of doors and windows. The respondents Salvatore Caccamo, Joseph Caccamo, Cosimo Caccamo (“**Cosimo**”) and Linton Pynn are Aluminart’s directors.

3. The respondent Arcor Windows & Doors Inc. (“**Arcor**”) is an Ontario Corporation, with its registered head office located at the Ontario Premises. It carried on business as a manufacturer of doors, windows and supplies. Cosimo is a director of Arcor.

4. The respondent N.A.P. Windows & Doors Ltd. (“**NAP**”, and together with Aluminart and Arcor, the “**Debtors**”) is a British Columbia Corporation, with its registered office located at 400 – 725 Granville Street, P.O. Box 10325, Vancouver, British Columbia (the “**BC Premises**”). Cosimo is a director of NAP.

5. The respondent 12794799 Canada Inc. (“**127**”) is a Canadian Company that was incorporated March 4, 2021.

The loan:

6. Pursuant to a Letter of Offer dated September 22, 2016, and as amended by amending letter dated March 19, 2020, BDC advanced a loan to the Debtors and ChamberDoor Industries Inc. (collectively the “**Borrowers**”) in the principal amount of \$1,200,000.00 with interest to accrue thereon at the BDC’s base rate of interest in effect from time to time (the “**Base Rate**”) plus a variance of 2.0% per annum (the “**Loan**”).

The GSAs:

7. The Borrowers’ indebtedness under Loan is secured by the following (collectively the “**GSAs**”), which were duly registered in accordance with the *Personal Property Security Act* (the “**PPSA**”):

(a) a general security agreement granted by Aluminart in favour of BDC dated June 5, 2009;

(b) a general security agreement granted by Arcor in favour of BDC dated June 5, 2009;
and

(c) a general security agreement granted by NAP in favour of BDC dated June 5, 2009.

8. Pursuant to s. 7.1 of the GSAs, the Debtors were required to:

...permit the Bank and its representatives, at all reasonable times, access to the Collateral including all of the Borrower's property, assets and undertakings and to all its books and records for the purpose of inspection and the taking of extracts and copies, whether at the Borrower's premises or otherwise, and the Borrower will render all assistance necessary.

9. Pursuant to s. 9(b) of the GSAs, without the prior written consent of BDC, the Debtors shall not, "grant, sell, or otherwise assign any of its chattel paper or any of the Collateral except only Inventory that is disposed of in accordance with Clause 10.2".

The priority agreement:

10. BDC, Royal Bank of Canada ("**RBC**") and the Debtors entered into a priority agreement dated October 22, 2013 (the "**Priority Agreement**"), thereby granting BDC with a priority to the BDC Equipment over RBC.

The default and demands:

11. By March 2021, the Debtors were in default their obligations to BDC; including:

- (a) the Debtors failed to make arrangement to bring accrued interest current and continue make principal payment, after the principal postponement period expired;
- (b) the Debtors failed to provide consent and disclosure information required for BDC to complete due diligence after the company changed shareholder's structure without prior BDC knowledge and consent; and
- (c) the Debtors were in default of their obligations to Royal Bank of Canada ("**RBC**"), who commenced the within receivership application.

12. By letters dated March 4, 2021 BDC made demand upon the Debtors and enclosed therewith Notices of Intention to Enforce Security ("**NITES**") pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*. As of March 4, 2021, there was due and owing \$531,159.60, exclusive of costs, on the Loan.

13. Despite the demands having expired, the Debtors have failed or refused to pay any further amounts due and owing to BDC in connection with the Loan.

The receivership order:

14. On application by RBC, by order of the Honourable Justice Hainey dated March 29, 2021 (the "**Receivership Order**"), msi Spergel Inc. (the "**Receiver**"), was appointed as receiver of all the assets, undertakings and property of the Debtors, the BDC Equipment in favour of BDC, and certain motor vehicles subject to lease agreements with Mercedes-Benz Financial Services Canada Corporation.

15. Pursuant to paragraphs 9 and 10 of the Receivership Order, a proceeding by BDC in connection with the BDC Equipment is not caught by the stay of proceedings against the Debtors contained therein.

Removal of and refusal to grant access to the Listed Equipment:

16. On March 23, 2021, BDC retained TCL Asset Group Inc. (“TCL”) to inspect and conduct an appraisal of BDC Equipment. As of this date, despite multiple requests, the Debtors have failed or refused to cooperate with TCL to grant access to the BDC Equipment, for the purpose of an inspection and appraisal.

17. In the afternoon of March 29, 2021, shortly after the Receivership Order was granted, it was discovered that the Debtors had clandestinely removed materially all the BDC Equipment, from their business premises. The Debtors have since failed or refused to disclose the whereabouts of the BDC Equipment, or place BDC in possession of same.

The alleged sale agreement:

18. On or about March 30, 2021, the Debtors’ lawyer advised that a Sales Agreement dated March 19, 2021 was entered into between Aluminart, as seller, and 127, as buyer, with respect to some or all of the BDC Equipment.

19. BDC was neither previously aware of any purported sale of the BDC Equipment, nor did it consent to any purported sale of the BDC Equipment. As such, to the extent that the BDC Equipment has been sold to 127, the particulars of which are not within the knowledge of BDC,

then BDC's security interest continues in both the BDC Equipment and the proceeds thereof. BDC pleads and relies on s. 25(1) of the PPSA.

20. As contained in the Affidavits of Margaret Bernat, Terrance Jacobs and Peter Keeley, to be filed.

21. BDC pleads and relies on sections 25, 59, 61, 62, 63, and 67 of the PPSA, sections 101 and 104 of the *Courts of Justice Act* and Rules 1, 3, 38, 39, 40, 44 and 45 of the *Rules of Civil Procedure*.

22. Such further and other grounds counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING FOR THE APPLICATION:

1. The Affidavits of Margaret Bernat, Terrance Jacobs and Peter Keeley, and exhibits annexed thereto, sworn March 31, 2021; and
2. Such further and other material as counsel may produce and this Honourable court may accept.

Date of Issue:

LIPMAN, ZENER & WAXMAN PC
Barristers and Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5

IAN KLAIMAN
Law Society No. 58955G

Direct: 416-789-0658
Fax: 416-789-9015
Email: iklaiman@lzwlaw.com

Lawyers for the Applicant,
Business Development Bank of Canada

SCHEDULE "A"

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ALUMINAKI PRODUCTS LIMITED 1 SUMMERLEA RD., BRAMPTON, ONTARIO SECTION 1 - ITEM NUMBERS 128 TO 369:-						
			Z-Bar Department			
128	1	ZB1	15-ton OBI punch press, 1-cavity die, mortise press dd kit	Fanco		
129	1	ZB2	8-ton punch press, 1-cavity die, z-bar mortise press	Alceco	8-1P	212
130	1	ZB3	15-ton OBI punch press, new z-bar press	Rousselle	No. 2	722
131	1	ZB4	Uni pneumatic punch press, 6-hole punch z-bar, c/w (6) Unitool punches, 80" W.	Whiting	Multi Punch	
132	1	ZB5	Uni pneumatic punch press, 6-hole punch sweeps & dd kit, c/w (6) Unitool punches, 96" W			
133	1	ZB6	OBI punch press, 4-cavity die century box sweep, air clutch	Brown Boggs	13L	
134	1	ZB7	15-ton OBI punch press, 2-cavity die, 1" wood core box sweep	Rousselle	2E	18246
135	1	ZB8	15-ton OBI punch press, 1-cavity die, wood core face sweep	Fanco	55A	
136	1	ZB9	20-ton OBI punch press, 8-cavity die, wood core box sweep	Brown Boggs	S13LW	68350
137	1	ZB11	20-ton OBI punch press 1-cavity die, 1-1/2" z-bar header, w/ punches	Brown Boggs	13L	CH10006
138	1	ZB12	20-ton OBI punch press, c/w air clutch, 1-cavity die, 2" o/l z-bar header	Rousselle	No. 3	
139	1	ZB13	40-ton OBI punch press, 6-cavity die, 2" pre-hung header	Blow	No. 4	
140	1	ZB14	20-ton OBI punch press, 6-cavity die, 1-1/2" pre-hung header	Brown Boggs	13LW	66461
141	1	ZB15	5-ton punch press, 2-cavity die, 2" header	Fanco	No. 51	
142	1	ZB16	20-ton punch press, 1-cavity die, 1" z-bar header, C-frame, w/ drill	Alceco	15-1P	196
143	1	ZBS1	radial arm pull saw, w/ coolant	Delta	MX3	3135
144	1	ZB17	5-ton punch press, 3-cavity die, L-sweep	Alva Allen		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
145	1	N/A	5-ton punch press	Alva Allen		
146	1	ZB18	10-ton OBI punch press, 1-cavity die, z-bar hinge punch	Brown Boggs	11LW	
147	1	ZB19	screw cap cover packaging table 36" x 96"			
148	1	ZB20	z-bar hinge assembly table 36" x 96"			
149	1	ZB21	z-bar hinge assembly table 36" x 96"			
150	1	ZB22	z-bar hinge assembly table 36" x 96"			
151	1	ZB23	double z-bar packaging table 60" x 90"			
152	1	ZB24	single z-bar packaging table 27" x 90"			
153	1	ZB25	single z-bar packaging table 27" x 90"			
154	1	ZB26	z-bar Schlegel table 36" x 48"			
155	1	ZB27	z-bar box table			
156	1	N/A	lot, of pallet racking, including (12) uprights, & 48 load beams			
			Woodcore Department			
157	1	WC1	15-ton OBI punch press, 2-cavity die	Rousselle	No. 2E	18947
158	1	WC2	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
159	1	WC3	5-ton punch press, 8-cavity die	Azimuth	4SP	2458
160	1	WC4	5-ton punch press, 6-cavity die	Alva Allen	BT-5	6250025
161	1	WC5	5-ton punch press, 4-cavity die	"Haas"		
162	1	WC6	4-ton punch press, 1-cavity die	Alceco	4-1P	1548
163	1	WC7	multi 5-head air press, 7.5' L.			
164	1	WC8	5-ton punch press, 2-cavity die	"Haas"		
165	1	WC9	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
166	1	WC10	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
167	1	WC11	5-ton punch press, 1-cavity die	Rousselle	No. 0E	22493
168	1	WC12	work table 36" x 84"			
169	1	WC13	window frame assembly table 36" x 84"			
170	1	WC14	security grid assembly table 36" x 96"			
171	1	WC15	door assembly table 29" x 72"			
172	1	WC16	door assembly table 29" x 72"			
173	1	WC17	swivel table 36" x 68"			
174	1	WC18	swivel table 36" x 68"			
175	1	WC31	V-notch mitre saw	Sampson	MN150-12	2965
176	1	WC32	triple-head mitre saw	LeTarte	Econ-O-Mitre THM12	0688008
177	1	WC33	radial arm saw w/ coolant	Rockwell	14-RAS	J16005

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
178	1	WCS4	double-head mitre saw, w/ length stop & worktable	Stone Mny.	DM10	0460
179	1	WCS5	panel saw c/w router attachment	Safety Speed Cut	SR5	42103
180	1	WCS6	1 h.p. dust collector	Jet	DC650	
181	1	N/A	2-bay pallet rack			
182	1	N/A	Schlegel weatherstrip inserter			
			Mullion Department			
183	1	ML1	milling machine w/ drill	Wegoma		
184	1	ML2	milling machine w/ drill (new 1984)	Wegoma	AK255	84206
185	1	ML3	milling machine w/ drill (new 1996)	Wegoma	AK255.3	26469
186	1	ML4	10-ton punch press, 8-cavity die	Alceco	6-1P	659
187	1	ML5	4-ton punch press, 2-cavity die	Alceco	4-1P	1792
188	1	ML6	pneumatic milling machine			
189	1	ML7	5-ton punch press, 1-cavity die	Rousselle	0E	AE10664
190	1	ML8	10-ton OBI punch press, 8-cavity die	Rousselle	No. 1A	16122
191	1	ML9	5-ton punch press, 4-cavity die	Alva Allen	BT-5	KFF38182
192	1	ML10	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	CHL0010
193	1	ML11	custom milling machine for weep hole	Rouse	Precision Miller	
194	1	ML12	vertical 3-lite assembly fixture			
195	1	ML13	3-lite assembly table			
196	1	MLS1	radial arm saw w/ coolant	Rockwell		2917-B
197	1	MLS2	custom milling machine (6) pcs at-a-time			
198	1	MLS3	custom milling machine (3) pcs at-a-time			
199	1	MLS4	double-head straight cut saw			
	1		Screen Department			
200	1	SC1	weather strip inserter, woodcore screen rail Schlegel machine			
201	1	SC2	1 lite assembly table view & vent housing			
202	1	SC3	20-ton punch press, 3-hole punch view & vent housing	Brown Boggs	13LW	12723
203	1	SC4	5-ton punch press, 1-cavity die	Alva Allen	BT-5	AGH36530
204	1	SC5	view and vent assembly table			
205	1	SC6	5-ton punch press, 2-cavity die	Alva Allen	BT-5	FGH56908
206	1	SC7	Uni punch press, 1-hole punch custom view & vent housing	Multicyl		
207	1	SC8	5-ton punch press, (1) die, light slide bar			
208	1	SC9	5-ton punch press, (1) die, woodcore screen punch	Alva Allen	BT-5	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
209	1	SCS1	radial arm saw w/ coolant, V & Vent/Screen Rail	Rockwell	14-RAS	HR3019
210	1	SCS2	V-notch mitre cut saw Woodcore screen Frame	Sampson	MN-12	6368
211	1	SC10	view and vent assembly table			
212	1	SC11	view and vent screen cutting table 48" x 126"			
213	1	SC12	view and vent screen table 25" x 73"			
214	1	SC13	screen table 48" x 96"			
215	1	SC14	screen table 48" x 96"			
216	2	SC15	screen tables 54" x 115" w/ articulating arm @ \$300 ea.	Screen Centre		
217	1	SC16	Woodcore screen table 24" x 72"			
218	1	SC17	2-lite screen assembly table 44" x 77"			
219	1	SC18	2-lite screen assembly table 50" x 36"			
			Sashing Department			
220	1	SA1	5-ton punch press, 1-cavity die, operating CMR	Alva Allen	BT5	
221	1	SA2	5-ton punch press, 4-cavity die, 2 pr handles	Alva Allen	BT5	FGH56897
222	1	SA3	20-ton OBI punch press, 4-cavity die operating handles	Brown Boggs	13LW	12382
223	1	SA4	4-ton punch press, 2-cavity die, operating heights	Alceco	4-1P	1083
224	1	SA5	27-ton punch press, 1-cavity die, woodcore handles	L & J	No. 3-1/2	35109
225	1	SA6	weatherstrip insertion table			
226	1	SA7	sashing assembly table 66" x 32"			
227	1	SA8	sashing assembly table 66" x 32"			
228	1	SA9	sashing assembly table 66" x 32"			
229	1	SA10	sashing assembly table 66" x 32"			
230	1	SA11	sashing assembly table 66" x 32"			
231	1	SAS1	radial arm saw	Rockwell	14-RAS	FU6417
232	1	SAS2	V-notch mitre cut saw	Sampson	MN150	4178
233	1	SAS3	V-notch mitre cut saw	Sampson	MN150	4179
234	1	SA12	schedule table 44" x 27"			
235	1	SA13	pre-assembly sash parts table 48" x 60"			
236	1	SA14	pre-assembly sash parts table 60" x 30"			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
237	1	SA15	pre- assembly sash parts table 24" x 84"			
238	1	SA16	1-lite assembly table 72" x 39"			
239	1	SA17	1-lite assembly table 72" x 39"			
240	1	SA18	1-lite assembly table 72" x 39"			
			Retractable Screen			
241	1	RS1	10-ton OBI punch press, 6-cavity die sill cash & carry	Brown Boggs	11L	
242	1	RS2	5-ton punch press, 6-cavity die header cash & carry	Alva Allen	BT5	
243	1	RS3	5-ton punch press, 4-cavity die, header & sill, d door & entry	"Haas"		
244	1	RS4	5-ton punch press, 4-cavity die	Alva Allen	BT5	
245	1	N/A	5-ton punch press	Alva Allen	BT5	
246	1	RS5	5-ton punch press, 1-cavity die header & sill, entry & d door			
247	1	RS6	5-ton punch press, 1-cavity die, jamb, cash & carry/entry/patio	Rousselle	No. 0E	22492
248	1	RS7	5-ton punch press, 2-cavity die, header, cash & carry/patio	Alva Allen	BT5	
249	1	RS8	5-ton punch press, 1-cavity die, header, cash & carry/patio	Alva Allen	BT5	
250	1	RS9	5-ton punch press, 1-cavity die, plastic bolt, all	"Haas"		
251	1	RS10	5-ton punch press, 3-cavity die, jamb, all	Alva Allen	BT5	
252	1	N/A	5-ton punch press (no motor)	Alva Allen	BT5	
253	1	N/A	4-ton punch press	Alceco	4-IP	
254	1	RSS5	radial arm saw, header patio/cash & carry	Rockwell	14-RAS	J16004
255	1	RS12	assembly table small parts 31" x 78"			
256	1	RS13	handle assembly table 38" x 83"			
257	1	RS14	48" screen cutting table 49" x 97"			
258	1	RS15	36" screen cutting table 128" x 50"			
259	1	RS16	assembly table 96" x 24"			
260	1	RS17	packaging table 98" x 49"			
	1		Process			
261	1	PR1	20-ton OBI punch press, 6-cavity, 1-5/8" & 2" sill	Brown Boggs	13LW	69140
262	1	PR2	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	
263	1	PR3	20-ton punch press, 2-cavity die 2" rail punch	Walsh	No. 3	
264	1	PR4	20-ton OBI punch press, 2-cavity die, 1-1/4" rail punch			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
265	1	PR5	18-ton punch press, 2-cavity die, 1-5/8" sill punch	L & J	No. 2	22756
266	1	PR6	copy router (new 1996)	Actual	FC100AP	96P237
267	1	PR7	copy router with converter AC motor control	Actual	FC100AP	97P117
268	1	PR8	40-ton OBI punch press, 2-cavity die, 1-5/8" century rail	Brown Boggs	15LW	
269	1	PR9	multi spindle drill press, w/ Commander drill head	Walker Turner	1112-41	40711
270	1	PR10	36" air operated shear	Brown Boggs	237AL	
271	1	PR11	vertical band saw, 14"	Sharp		
272	1	PR12	auto. weather stripping machine 1-5/8 century rail (On loan from Schlegel Corp.)	Schlegel Corp.	Roll-In Machine	9428
273	1	PR13	auto weather stripping machine 2" rail (On loan from Schlegel Corp.)	Schlegel Corp.		120579
274	1	PRS1	2-head mitre saw, with (5) drills (new 1984)	Elumatec	DG102	81010
275	1	PRS2	2-head mitre saw, with (4) drills, & E110 DRO (new 1994)	Elumatec	DG102	25-590
276	1	PRS3	2-head mitre saw, with (5) drills	Sampson		
277	1	PRS4	2-head mitre saw, with (4) drills (new 1982)	Elumatec	DG102	181150
278	1	PRS5	2-head mitre saw, with (4) drills	Sampson		
279	1	PRS6	2-head mitre saw, with (2) drills (new 1981)	Elumatec	DG102	180869
280	1	N/A	2-bay pallet rack			
281	1	N/A	1-bay pallet rack			
282	1	N/A	8-bay pallet rack			
283	2	N/A	mobile stock ladders			
284	5	N/A	double-sided vertical extrusion racks			
Assembly						
285	1	AS1	11' dual belt conveyor			
286	1	AS2	pneumatic squaring table (new ca. 1988)	Vinton		
287	1	AS3	main frame pre-assemble table 48" x 48"			
288	1	AS5	door re-work table on casters			
	1		Vinyl & Hinge Department			
289	1	VNS1	radial arm saw	Rockwell	14-RAS	J15857
290	1	HGS1	5/8" hinge saw c/w US variable speed drive			
291	1	HGS2	1-1/8" hinge saw	Delta		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
292	1	HG1	hinge assembly table with custom hinge machine			
			Door Line			
293	1	DL1	10' gravity roller conveyor with pneumatic lift & Intermac 9560 control			
294	1	DL2	8' x 64" chain roller conveyor variable speed	Damark	96X64	4840
	1	DL3	10' shrink tunnel, triple zone	Damark	S64TX	5439
	1	DL4	8' x 64" chain roller conveyor, variable speed	Damark	64RX96	5437
295	1	DL5	8' x 4' work table with roller			
296	1	DL6	shrink bag rack			
297	1	DL7	walkway			
298	1	DL9	30' x 42" belt conveyor, variable speed	Roach Conveyors		175197/ 161453
299	1	DL10	31' x 40" belt conveyor, variable speed	Rapistan		
300	1	DL11	40' x 38" belt conveyor variable speed	Roach Conveyors		188933
301	1	DL12	corner roller system, approx. 18' x 48"			
302	1	DL13	40' x 38" belt conveyor variable speed	Roach Conveyors		187910
303	1	DL14	die cut staple table			
304	1	DL15	die cut staple table			
305	1	DL16	40" x 60" work bench for pre-hung doors			
306	1	DL17	hardware cart			
307	1	DL18	hardware cart			
	1		Shipping Department			
308	1	LT3	propane forklift truck, w/ side-shifter & Safe-Tilt mast	Toyota	42-6FGCU25	76341
309	1	LT4	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	5FGC25	15610
310	1	PW1	pallet wrapper	Orion	L66-6479	6096479
311	1	PW2	pallet wrapper	Orion	L66-12TP	8048248
312	1	PW3	pallet wrapper	Liberty	4-Series 4.4	
313	1	COMP-1	50 h.p. air compressor	Hydrovane		
314	1	COMP-2	40 h.p. air compressor	Hydrovane		
315	1	COMP-3	compressor air dryer with pre and after filter	Dry Energy	DE109	
316	1	LT5	electric reach forklift truck, 3000 lb. cap.	Raymond	20R30TT	201495S-C
317	1	LT6	electric pallet lift truck, 8' forks	Raymond	12TM-FRE80L	112-96 17635
318	1	STM-1	strapping machine	Signode	SP300	P3005-BL3

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
319	192	N/A	(approx.), pallet racking uprights, 18' high x 32" wide @ \$60 ea. (rounded)			
320	704	N/A	(approx.), pallet racking load beams, @ \$7 ea. (rounded)			
321	1	N/A	grinder			
322	2	N/A	work benches			
323			number not used			
324	1	N/A	mobile stock ladder			
325	1	N/A	pallet truck			
326	1	N/A	air compressor	Champion	HRA15-12	R40-884
			Maintenance Department			
327	1	M1	table saw	Rockwell	34-450	G-16886
328	1	M2	electric scissor lift	Plant Master	119SPEP	
329	1	M3	horizontal bandsaw	Carolina	HV12	003790
330	1	M5	bench grinder	Baldor	612R	
331	1	M6	bench drill press	Buffalo	No. 15	3982
332	1	M7	pedestal drill press	Manhattan	951230	70845
333	1	M8	hydraulic shop press, 30 ton cap	Carolina	HV100	004822
334	1	M9	arc welder, 250 amp. AC/DC	Miller	Dialarc	KC323648
335	1	N/A	48" air operated shear, 18 ga.	Brown Boggs	249AL	
336	1	N/A	surface grinder w/ 6" x 18" magnetic chuck	K. O. Lee	S718	17588-HA
337	1	N/A	lot, allowance for assorted maintenance shop equipment & racking, etc.			
			Receiving Department			
338	1	LT1	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	74937
339	1	LT2	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	75981
340	1	SCALE-1	5000 lb. cap. platform scale, w/ Fairbanks DRO	Eastern Scale		
341	1	CPI	vertical hydraulic bailer, 4' x 4' x 2' bail size	Gensco	V15-60	2-593
342	15	N/A	single cantilever storage racks, 4-level, @ \$500 ea.			
343	9	N/A	double cantilever storage racks, 4-level @ \$750 ea.			
344	1	N/A	mezzanine, 15' x 50'			
			Display Department			
345	1	STM-2	strapping machine	Strapack	SS-80	69184205
346	29	N/A	pallet racking uprights 18' high x 32" wide @ \$60 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
347	72	N/A	pallet racking load beams @ \$7 ea.			
			Machines Not In Use			
348	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
349	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
350	1	N/A	8' shrink tunnel, c/w variable speed chain roller conveyor	Damark		
	1	N/A	8' infeed chain roller conveyor, variable speed			
	1	N/A	8' outfeed chain roller conveyor, variable speed			
351	1	N/A	milling & drilling machine, (new 2005)	Craftex	30 H977	B0505161
352	1	N/A	2-head mitre saw with drills	Elumatec		
353	1	N/A	2-head mitre saw	Pro-Line		
354	1	N/A	electric reach-truck 2000 lb. cap. (not in working condition)	Clark		
355	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
356	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
			Carts & Racks (counts approximate)			
357	92	N/A	door carts @ \$100 ea.			
358	68	N/A	rail carts @ 100 ea.			
358	166	N/A	stacking racks @ \$100 ea.			
359	23	N/A	z-bar upright carts @ \$50 ea.			
360	2	N/A	hardware carts @ \$50 ea.			
361	108	N/A	10 x 10 hole carts @ \$25 ea.			
362	10	N/A	screen carts @ \$50 ea.			
363	14	N/A	header/sill process carts @ \$25 ea.			
364	18	N/A	mullion trillight frame carts @ \$50 ea.			
365	14	N/A	glass carts @ \$50 ea.			
366	6	N/A	woodcore, frame carts @ \$25 ea.			
367	6	N/A	woodcore, core carts @ \$250 ea.			
368	6	N/A	kick plate carts @ \$25 ea.			
369	39	N/A	sashing carts @ \$25 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
			ALUMINART PRODUCTS LIMITED 1 SUMMERLEA RD., BRAMPTON, ONTARIO SECTION 2 - ITEM NUMBER 370:			
			PRO-LINE AUTOMATION CUSTOM MACHINERY, EQUIPMENT & TOOLING TO MFR. A RETRACTABLE SCREEN PRODUCT LINE			
370	1		Complete parcel of Pro-Line Automation Systems Ltd. custom machinery, equipment, and tooling to manufacture the proprietary retractable screen product line, per Pro-Line Automation Systems Ltd. February 2007 invoice, number 09879-07, (copy enclosed), including the following:			
	1	RSS1	up-cut saw, c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor	Pro-Line	Pro-Cut SSU-100D	88783
	1	N/A	servo controlled automatic self-positioning length gauge, c/w: (2) backfence (infeed and Pro-Stop	Pro-Line	Pro-Stop 10A	88784
	1	RSS2	vertical double mitre saw c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor (2) backfence (infeed & length gauge (1) mitre block (for length gauge)	Pro-Line	DMV-210	88644
	2	N/A	six-station punch dies	Pro-Line		
	2	N/A	three-station punch dies	Pro-Line		
	1	RSS3	acoustically enclosed hydro pneumatic end milling machine, c/w: (1) spraymist lubrication system (1) custom carbide cutter stack (1) custom contoured clamping fixture to accommodate six profiles at a time	Pro-Line	Pro-Fab MM-8P	88766
	1	RSS4	custom programmable single-head CNC routing machine, c/w: (1) implementation of digital readout of centering device (1) screen table	Pro-Line	CNR-700	88750

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.	Orderly Liquidation Value (CAD \$)
370 cont	1	RS11	4-head drilling machine, header/sill/ jamb, all	Pro-Line	AD-42	88786	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ARCOR WINDOWS & DOORS INC. 55 INNOVATION DR., FLAMBOROUGH, ONTARIO ITEM NUMBERS 1 TO 127:						
1	1	BEND	hot air vinyl bending system (new ca. 2000)	Witte	WL-3M	WNA-00605
2	1		Complete glass cutting line, including the following:			
	1	BGCT-1073	automatic glass cutting table, approx. 9' x 13', c/w GE Fanuc Series OM control (ca. 1998)	Billco	CNC560	W.O. 97126
	1	GCT1-1048	break-out air float table, approx. 7' x 13'6" (new 1986)	Rodrigue		A606
	1	GCT2-1049	free-fall air float table, approx. 9'6" x 14'	Besten	SBOT	53-105-0378
	1	GCT3	glass cutting air float table, approx. 10' x 12'			
	7	N/A	free-fall glass racks	Roll-Tech		
3	1	CC1-1014	corner cleaner, (new 1987)	Urban	SV300/2	30206
4	1	CC2-1013	corner cleaner, (new 1988)	Urban	SV300/2	30191
5	1	CC3	corner cleaner, (new ca. 2000)	Pro Line	Pro-Clean CC300	87299
6	1	CM-1050	20 h.p. rotary screw air compressor	Hydrovane	SR6600 MK3	14HV208319
7	1	CM-3	piston air compressor, 25 h.p., 2-stage	Champion	HRA24-12 (reported)	R0026849 (reported)
8	1	CR-1	3-tonne overhead bridge crane, single-girder, 48' span, c/w Vulcan 3-ton elec. chain hoist, & extrusion lift cradle	Munck		98-2685
9	1	CR-2	3-tonne overhead bridge crane, single-girder, c/w Vulcan 3-ton elec. chain hoist	Munck		002829
10	1	CV4R-1038	finished window vertical roller conveyor system			
11	1	D1-1019	multiple spindle drill	ARO / GY-Roll		4700-3
12	1	D2-1032	drill press	Rexon		
13	1	D3-1090	tall screen pin drill	Delta	Cat. # 11-960C	9423
14	1	DC-2	2.5 h.p. dust collector (1991)	Tooltex	SDC-2042	---4477

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
15	1	DC-3	3 h.p. dust collector	Cantek	UFO-102B	4005
16	1	DC-4	3 h.p. dust collector	Cantek	UFO-102B	4004
17	1	DC-5	3 h.p. dust collector	Cantek	UFO 102B	
18	1	DC-6	5 h.p. dust collector	Cantek	UFO 103B	13
19	1	DC-8	dust collector, single bag (new 1997)	King	KC-310-8C	709208
20	1	DC-9	dust collector, (new 2000)	King	KC-4043C	
21	1	DOOR-LINE	door tilt assembly line, (4) stations, (new ca. 2000)			
22	1	DRY-1082	refrigerated compressed air dryer, c/w Envirosave unit & 2 filters	Vanair	RAD-75, 115-1-60X	98PIA-VJ599-10A
23	1	N/A	air glide application table, approx. 84" x 84" (ca. 2007)	Edgetech I.G. Inc.	E-3000	0043
24	1	GW-1005	glass washer, 84" wide, 6-brush, c/w 4' x 8' caster table outfeed, (new ca. late 1970's)	Somaca	GW-8846-6 (reported)	45486 (reported)
	1	PUMP-DET	glass washer detergent pump	Graymills (reported)		
	1	PUMP-DET-1	glass washer pump	Graymills (reported)	TN36-F (reported)	
	1	PUMP-PRE-WASH	glass washer pre wash pump	Monarch (reported)	ACE-S75SD (reported)	1900 (reported)
	1	PUMP-RINSE	glass washer rinse pump			
	1	G-ETCH	glass etching machine	Matthews	Air Grit 7650	D2713-901
25	1		Complete insulating glass unit fabricating line, including the following:			
	1	IG-ASSY	insulating glass unit vertical assembly line, (new ca. 2000), including: 1st. station: type rack muntin dual servo, 1.6 x 3.6, ser. no. 1944 2nd. station: type automatic assembly, 1.6 x 3.0, ser. no. 1945 3rd. station: roller press 4th. station: type rack motorized, 1.6 x 3.6, ser. no. 1946	Willian Design Ltd.	"Superfast" I.G. Line	ref. no. AQ1900
	1	AGF-HS	high speed Argon fill station	FDR	RSGZ90	5199 (reported)
	1	GM-QUAD	automatic sealant applicator (new ca. 2000)	Spadix	Quad Seal	
	1	GM2	gunning machine, hot melt sealant application system, (new ca. 2000)	Graco	STE55 (Spadix)	000424 (Spadix)

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
25 cont	1	LINER STRIP-PER-1	roller liner stripper	Edgetech		LS2391
	1	SST1	Super Spacer table, 96" x 105"	Glassroll Fabrication		CP/7800 (reported)
	1	SSTA	automatic spacer applicator, (new ca. 2000) c/w: (1) 5' x 8' air infeed table (1) 5' x 8' 9-belt infeed conveyor, ser. no. D962 (1) 5' x 8' 9-belt outfeed conveyor, ser. no. D962	LaFond	BEAM	D962
	1	N/A	lot, various caster tables, & any related auxiliary equipment, electrics, & controls, etc.			
	1	TOST-1047	triple glaze spacer table	Arcor		
	1	LT-1027	propane forklift truck (in outside yard, out of service)	Clark	C500-S80 (reported)	685-0081-7419-K0F (reported)
26	1	LT-2	propane forklift truck, triple mast, side-shifter, pneum. tires	Nissan	PJ02A25PV	chassis # PJ02-9H7245
27	1	MI-1018	pull rail milling machine	Preston	6F600 (reported)	5051
28	1	N/A	2 h.p. dust collector	Toolex	SDC-2042	
29	1	M3	end milling machine (new ca. 2000)	Pro-Line	MM2	87211
30	1	MIG-2	MIG welder	Esab	Migmaster 250	MAIJ108012
31	1	MILL-ING-1	vertical milling machine	Long Chang	LC-1-1/2VS	76069234
32	1	OH-1054	1/4 ton overhead elec. hoist	Budgit	1151116	257523
33	1	P18	window line punch	Pro Line		
34	1	P19	door sweep punch	Pro Line		
35	1	P4-1004	sash drain hole and EOL drain punch	APB		6409 Frame 6414 Die
36	1	P7-1016	Regal trim punch	Arcor		die # 29
37	1	P8-1012	Marquis DH frame balance shoe knock-out	Alloy & Copp		8294
38	1	P9-1010	Roll / Mold weep punch	Alloy & Copp		
39	1	PAINT	paint booth, approx. 18' x 37' x 10' H., (new ca. 2003)	Supreme Air System	SAE27DN (reported)	030703 030711 (reported)
40	1	PAINT SHAK-ER-2	paint shaker	Broncorp	Cyclone M232	043737
41	1	PALLET TRUCK-1	pallet truck	Mahaffy	Pallet Wrangler 90	117881

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
43	1	N/A	lot, allowance for assorted contents of storage trailers, including:			
	1	PS-1053	wrapping machine	Muller	LP800	8030989
	1	PS-V	door wrapper	Muller	2201	A3800195
	1	N/A	lot, misc. racks, & equipment			
44	1	R12	door profile router, 5 kw. (new 1988)	Becz Machine	762	20703
45	1	R13	manual double template copy router (new ca. 2000)	Pro-Line	CR700	87210
46	1	R14	Valcor tilt latch router	Vega Automation	1617 EVS Bosch routers	
47	1	R16	door wood jamb router			
48	1	R21	pivot pin router			
49	1	R2-1021	multi-point lock router (new 1987)	Giovanini	COPY-S	6578
50	1	R3-1022	single-head copy router (new ca. mid 1980's)	Wegoma	AKF-226	2266703
51	1	R5-1024	twin-head auto router	AMTD	DR2/2	
52	1	R9	MDH pull rail milling machine		cat. # 5670 (reported)	608A4994501 20 (reported)
53	1	S1-1003	twin-head compound mitre saw (new 1988)	Elumattec	DG104	25401
54	1	S10-1063	vinyl grid milling machine/saw	AMTD	M300L	722
55	1	S12-1042	compound mitre saw	DeWalt	705-04 type 3	1786
56	1	S15-1060	door cutting panel saw (horiz/vert)	Safety Speed Cut	H-4	R-96
	1	S15-1060-SAW	circular saw, 2.5 h.p.	Milwaukee	6410	771A49524 0080
57	1	S19	metal cutting band saw	King	KC128-C	055489
58	1	S2-1002	2-head brick mould mitre saw	Emmegi	TRD450 LINEA	141479
59	1	S21	10" mitre saw	Delta	MS210	
60	1	S24	wood cutting table saw	Delta	36-944C	99K70763
61	1	S27	mitre saw	Pro-Line	CS25	87246
62	1	S28	14" steel cutting chop saw	DeWalt	D870-04	25116
63	1	S29	12" mitre saw	DeWalt	DW705	202774
64	1	S3-1244	mitre saw c/w roller conveyor, pneum. stop, & DRO	Elumattec	MG8-72	33424
65	1	S31	12" mitre saw	DeWalt	DW705	71683
66	1	S32	12" mitre saw	DeWalt	D704-04	1164
67	1	S33	12" mitre saw	DeWalt	DW705	202768
68	1	S38	table saw (new 2002)	General	50-250 M1	50681402
69	1	S39	10" compound mitre saw	Delta	36-240C	K0048
70	1	S4-1245	10" mitre saw, c/w 10' roller conveyor, length stop, & DRO	Delta	MS250	040652QC

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
71	1	S41	10" mitre saw	Delta	MS250	036353QC
72	1	S44	10" mitre saw	Delta	MS210	055658.Q
73	1	S47	10" compound mitre saw	Makita	LS1013	48043A
74	1	S48	10" mitre saw	Delta	MS210	T1-0156 26QC
75	1	S9-1062	aluminum spacer saw c/w (2) IGE notchers, (new 1992)	Wegoma	TS250	2502704
76	1	SAF-1	automatic feed saw, c/w E700 control, & (7) pairs of fixtures, etc., (new ca. 2000)	Pro-Line	AF220	87253
77	1	SCR1-1046	screen roller and table			
78	1	SCR2	screen roller and table			
79	1	S-RAD-1	radial arm saw c/w roller conveyor	Delta	33-990C	91L74755
80	1	S-RT	round top saw	Makita	LS1440	
81	1	W1-1001	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202605
82	1	W2-1249	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202604
83	1	W4-1247	twin-head welder (new ca. mid 1980's)	Wegoma	520L	
84	1	W5-1246	twin-head welder	AMTD	AMTD 2P	ARC 2PW
85	1	W7-1085	twin-head welder (new ca. 2000)	Pro-Line	Pro-Weld TH21	87400
86	1	W8	single-head multi-angle welder, (new 1984)	Urban	AKS 3605	10519
87	1	W9	twin-head welder (new ca. 1999)	Pro-Line	Pro-Weld TH21	87271
88	1	N/A	platform scale, 800 lb. cap.	Toledo		
89	35	N/A	(approx.), work-in-process carts @ \$25 ea.			
90	95	N/A	(approx.), extrusion racks on casters, 15' x 3' x 4' @ \$150 ea.			
91	1	N/A	mobile stock ladder			
92	6	N/A	L-racks @150 ea.			
93	1	N/A	2-tier glass rack, 5'			
94	1	N/A	mobile stock ladder			
95	21	N/A	(approx.), window carts on casters, 7' x 3' x 45" @ \$150 ea.			
96	2	N/A	A-frame racks on casters @ \$200 ea.			
97	2	N/A	misc. carts			
98	11		(approx.), window carts @ \$50 ea.			
99	2	N/A	bar code scanners @ \$300 ea.	Symbol	DMX-1-4208	
100	1	N/A	mezzanine, approx. 43' x 50' x 11'			
101	1	N/A	mezzanine, app. 21' x 34' x 11'			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
102	1	N/A	mobile stock ladder			
103	1	N/A	3-section storage rack			
104	2	N/A	cantilever racks, 4' x 4.5' x 8' @ \$300 ea.			
105	6	N/A	stacking racks, 52" x 5' @ \$50 ea.			
106	1	N/A	mobile stock ladder			
107	1	N/A	mezzanine, approx. 24' x 75' x 13'			
108	1	N/A	mezzanine, approx. 24' x 50' x 13'			
109	1	N/A	pallet truck	Wrangler	90	
110	1	N/A	mobile stock ladder			
111	20	N/A	bays of pallet racking			
112	2	N/A	pallet trucks @ \$150 ea.			
113	1	N/A	stock ladder			
114	6	N/A	bays of pallet racking			
115	1	N/A	stock ladder			
116	1	N/A	lot, 10 section of shelving, & assorted cabinets			
117	3	N/A	aluminum ladders			
118	13	N/A	(approx.), I.G. unit carts @ \$50 ea.			
119	10	N/A	(approx.), harp carts, 60-section @ \$200 ea.			
120	2	N/A	A-frame glass racks @ \$200 ea			
121	1	N/A	forklift attachment	Kleton		
122	1	N/A	12' glass lifting bar w/ straps			
123	2	N/A	dump hoppers @ \$250 ea.			
124	1	N/A	lot, allowance for misc. tools & equipment, carts, racks, work benches, office equipment, etc., (including in outside yard)			
125	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH44S	88919
126	1	N/A	CNC corner cleaner, 6-axis, & tilt latch routing machine (new 2009)	Pro-Line	Pro-Clean CNC600	89029
127	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH88S	88592

DESCRIPTION OF ASSETS

	Itemized Items
	Honda GX 200 Power Washer - s/n PJG25018.58
	Air pressure tank - 200 psi
	Hydrovac 15hp compressor - s/n HV8250
	Kroger ASD25 air compressor - s/n 1006
	Westinghouse 600 volt power panel
	Milermatic Auto welder - s/n LC686585
	Maintenance hand tools
	JET 14MF Drill press - s/n 20134
	Metal cutting band saw - K1180 - w/n 83882
	Makita grinder - s/n 20841
	30 saw blades
	Lincoln Electric ED700010 continuous feed welder - s/n E04D667
	Strapping machine
	Strapping machine
	Shipping scanner
	Rotating crating table
	Stationary crating table
	Staple gun
	Low E detector
	Radial arm saw (Crating)
	Prep table with measuring strip
	Cardboard recycling trolley
	Screen centre - air assist
	Screen bar racks (2)
	Screen hardware rack (1)
	Manual screen assembly table
	Manual screen assembly table
	Aluminum disc
	Extended glazing racks with glazing platforms
	Extended glazing racks with glazing platforms
	Suction cups (5 sets)
	Patio door assembly table

Patio door assembly table
Scanning computer (Glazing) and computer scanning station
Union Power Tools 3 1/2" 10" sliding saw - s/n 901514
General Saw Model 460 saw with measured stop runoff table - s/n L818
Rotating assembly table
Craftsman hand sander
Orbital jitterbug sander
Makita router
Hyster 88DXL28C fork lift - s/n D0945103224
Air driven orbital sander
Hand drill guns (8) @ \$40 each
Large staple guns (4) @ \$60 each
Medium staple gun
Small staple gun
Heavy duty clamps (4) @ \$25 each
Liner shaping peg board
Shaped line rack
Delta R8110 drill press - s/n 147-080C
Worham Star - s/n 21WCRDCXH11K96842
Vinyl liner drill bits (4) @ \$100 each
Fixed liner assembly table
Delta 37-070C variable speed planer & stand - s/n 89918
Vinyl jamb extension storage rack
Dewalt radial arm saw with tiger stop runoff table - s/n 7920091
Air saw dust collection system
Wood jamb extension racks
Metal reinforcing rack
Vinyl storage and runoff rack
Allen Bradley metal cutting saw
Vinyl accessory saw with tiger runoff table
T mullion punch
Wagons P106 End mill - s/n H062N38
Wagons AKF106 End mill - s/n 10620267
T mullion prep station
T mullion punch
Vinyl storage racks

Procut AP222 - s/n 88161
Vinyl saw dust air recovery system
Allen Bradley vinyl saw dust air recover system
TY650 Mainframe double drill with measuring tape - s/n 49527
Punch station
Drain hole punch station
OXXO night lock punch station
Hand night lock punch station
Mainframe night lock punch station
OXXO end mill with vinyl saw dust recovery system
International 5 ton - s/n 1HT34MAAP/C3H589171
Wegoma KP220 router - s/n 0650
Elumeco router with aluminum legs & auto centering system - s/n 704462124
Elumeco 713 router - s/n 24956
Profile double cut saw with legs & manual stop runoff - s/n 88187
Wegoma SD25 vinyl saw - s/n 050052
Cutoff storage rack
Wegoma 620LV 2 point welder with 6 vinyl welding fixtures - s/n 5202975
Profile FH44 Proweld with integrated cleaner runoff table - s/n 88106
2 piece guard rail
T Multicon storage rack
Hand corner cleaner
Air hand drills (3)
Assembly tables (5)
Mainframe assembly storage racks (3)
Rotating assembly table (2)
Hand drill
Large air stapler
Stationary assembly tables (3)
Assembly storage racks (2)
Cassment each assembly station
Air drill
Tool cart
Inventory storage racks (4)

Glazing support racks (6)
Assembly table
Motor glazing stop saws (2)
Manual stop runoff tables (2)
Glazing stop storage racks (3)
12' rolling ladder
8' rolling ladder
Fixed sash assembly tables (3)
Sash storage racks (2)
Proline CNC30 Proclean CNC - s/n 8218
Proweld FH88 welder - s/n 87736
Urban corner cleaner - s/n 31082
Patio door glass rack
Acculite Bullet glass cutting table, support & cutter and misc. cutting tools
Water squeegee & electronic controls
Somica glass wash - s/n 47889
Roller tables (6) @ \$1000 each
Besten air applicator table for spacers
Stirling 5 ton - s/n 2FZAAR0511AJ40433
Grid top horizontal/vertical lift matching table
Besten spacer press & heater - s/n 4002204N2
Melita Muntin bar saw
Manual stop runoff table
3 Muntin punches punch station
Muntin racks (4)
Bending & shape muntin bar table
Stand alone muntin bender
Westward drill press - s/n RDM30A
Compound saw
Assembly tables (2)
Storage rack
12 manifold argon fill station
Heatbuster fan - SP4223
Hand truck
Sash glazing station
Glass storage bins (4) @ \$1,000 each
Strapping station
Home show display
2B' Comet - s/n 1CGV28214HS034657

48' Mond - s/n 2MAN123169T1202301
53' Manac - s/n 2M5621463K1020660
WIP rack (8) @ \$200 each
Vinyl storage racks (3) @ \$1,000 each
Patio door racks (17)
Finished goods racks (42) @ \$500 each
Portland cage
Snow plow blade
Storage shed
Stationary glass display rack
Display racks (4)
Tables (5)
Chairs (21)
Locker units (6)
Refrigerator
Microwaves (3)
Air hoses & connectors
Swigle unloader
Wegome LV2 Special 2 Pt welder - s/n B69476
Western Star - s/n 2WKRDDXH01R088489
Specials assembly table
Makita chop saw
Air drills (2)
Allen Bradley saw
Former
1451 Flexband - 966C
Finished goods carts (15)
A Frames (2)
Vinyl cut carts (33)
Screen carts (2)
Patio door carts (3)
Screen cut piece cart
Material handling cart
Glass A Frame
Material refuse bins (2)
Liner carts (4)
T Muffin carts (4)
Vinyl supply carts (8)
Sealed unit carts (13)
Sash carts (17)

Gleaming stop carts (21)
A Frame glass carts (12)
Cut glass carts (7)
Glass feed carts (4)
Patio door carts (3)
Service unit carts (3)
EDP Equipment
Decks (24)
Chairs (34)
Filing cabinets (38)
Credenzas (5)
Reception station
Display
Reception table
Boardroom table & 7 chairs

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: <u>NAP Windows & Doors Ltd.</u>					List prepared by: <u>Anubhav Agarwal, VP Finance</u>		FOR BUC USE ONLY	
Address: <u>2150 Enterprise Way, Kelowna, B.C. V1Y 6H7</u>							Branch: <u>Kelowna B.C.</u>	
Location of Assets: <input checked="" type="checkbox"/> as above; or _____							Investigating Officer: <u>[Signature]</u>	
Date: <u>November 10, 2009</u>					Company Officer's Signature: _____			

ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	FOR ITEMS NOT YET PAID IN FULL, RECORD NAME OF CREDITOR
					MANUFACTURE	PURCHASE		
1	1	Pro-Fab Six Station Punch Die ✓	DIE#1		2008	2009	7,980	
2	1	Pro-Fab Four Station Punch Die ✓	DIE#2		2008	2009	7,680	
3	1	Pro-Fab Three Station Punch Die ✓	DIE#3-1LEFT		2008	2009	7,680	
4	1	Pro-Fab Three Station Punch Die ✓	DIE#3-2RIGHT		2008	2009	7,680	
5	1	Pro-Fab Four Station Punch Die ✓	DIE#4		2008	2009	7,680	
6	1	Pro-Fab ^{Four} Six Station Punch Die ✓	DIE#5		2008	2009	7,980	
7	1	Pro-Fab Six Station Punch Die ✓	DIE#6		2008	2009	7,980	
8	1	Pro-Fab Two Station Punch Die ✓	DIE#7		2008	2009	6,600	
9	1	Custom Drill Stand ✓	DRILLSTATION		2008	2009	3,540	
10	5	Sets of Cutting Fixtures ✓					22,100	
11	2	Sato Label Printer ✓					6,300	
12	4	Sets of Top Clamps ✓					4,160	
13	1	PC including Pro-Opt Optimization Software ✓					6,500	
14	8	Sets of Welding Fixtures ✓					32,110	
15	1	Set of Single Stack Gripper with Top Inserts ✓					6,240	
16	1	Set of Single Stack Cleaner Fixtures with Top Inserts ✓					6,240	
17	1	Set of Raised Scarfing Knives ✓					1,170	
18	2	Barcode Scanner ✓					3,900	
19	1	PC including Touch Screen Monitor ✓					4,550	
20	1	Six Axis CNC Controlled Corner Cleaning Machine ✓	CNC-600				110,500	
	1	Set of Carbide Tipped Cutterstack ✓ <u>End Mill</u>					2,405	

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: <u>Arcor Windows & Doors Inc</u>					List prepared by <u>Anubhav Agarwal, VP</u>		FOR SDC USE ONLY Branch: <u>STOBIKOWE</u> <u>[Signature]</u> <u>[Signature]</u> Investigating Officer	
Address: <u>55 Innovation Drive, Fiamborough, ON L9H 7L8</u>					Finance			
Location of Assets: <input checked="" type="checkbox"/> as above; or _____					Company Officer's Signature _____			
Date: <u>November 10, 2009</u>								

ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	FOR ITEMS NOT YET PAID IN FULL RECORD NAME OF CREDITOR
					UNIMPACT	PURCHASE		
1	5	Pro-Fab Four Station Punch Die	DIE#1,3-5,8		2008	2009	38,400	
2	4	Pro-Fab Six Station Punch Die	DIE#2,9-11		2008	2009	31,920	
3	1	Pro-Fab Seven Station Punch Die	DIE#6		2008	2009	7,980	
4	3	Pro-Fab Three Station Punch Die	DIE#7,12		2008	2009	23,040	
5	1	Pro-Fab Two Station Punch Die	DIE#13		2008	2009	6,600	
6	1	Custom Drill Stand	DRILLSTATION		2008	2009	3,540	
7	5	Four Station Punch Die	PRO-FAB		2008	2009	38,640	
8	1	Programmable Routing Machine	CNR-700		2008	2009	37,200	
9	1	Fixtures for Marquis casement awning			2008	2009	1,980	
10	1	6 Foot Centering Gauge with Flip Stop/Off Centre Stop			2008	2009	2,460	
11	2	Set of 5 Foot Support Conveyor			2008	2009	780	
12	1	Auto Feed Saw	AF-220		2008	2009	45,500	
13	1	PC incl touch screen, pro-optimization software			2008	2009	8,450	
14	2	Sato label printer			2008	2009	6,500	
15	10	Sets of various fixtures			2008	2009	69,160	
16	2	Quick Change Teflon System with Cartridge			2008	2009	13,000	
17	2	Barcode Scanner			2008	2009	6,500	
18	1	Two Head CNC Corner Cleaner	CNC-23		2008	2009	117,000	
19	1	Six Station Punch Die	PRO-FAB		2008	2009	8,060	
20	1	Digital Length Gauge			2008	2009	4,940	
21	1	Automatic Servo Controlled Self Positioning Gauge	PRO-STOP 10A		2008	2009	12,740	

[illegible]

BUSINESS DEVELOPMENT BANK OF CANADA
Applicant

-and-

ALUMINART PRODUCTS LIMITED, et al.
Respondents

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at
TORONTO

NOTICE OF APPLICATION

LIPMAN, ZENER & WAXMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5

IAN KLAIMAN [LSO 58955G]

Direct: 416-789-0655
Fax: 416-789-9015
Email: iklaiman@lzwlaw.com

Lawyers for the Applicant,
Business Development Bank of Canada

Court File No. CV-21-00659822-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

ALUMINART PRODUCTS LIMITED, ARCOR WINDOWS &
DOORS INC., N.A.P. WINDOWS & DOORS LTD., SALVATORE CACCAMO, JOSEPH
CACCAMO, COSIMO CACCAMO, LINTON PYNNE
and 12794799 CANADA INC.

Respondents

AFFIDAVIT OF MARGARET BERNAT

I, **MARGARET BERNAT**, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAYS AS FOLLOWS:

1. I am a Business Specialist with the special accounts department of the Applicant, Business Development Bank of Canada (“**BDC**”) having primary carriage of this file, and as such have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge, I have indicated my source of information and do verily believe such information to be true. Where correspondence is adopted as an exhibit, I do verily believe it was sent and received on the date(s) indicated.
2. This affidavit is delivered in support of the application of Business Development Bank of Canada (“**BDC**”) for immediate access to whatever premises the Listed Equipment (as defined below) is located, and for the Respondents to forthwith place BDC in immediate possession of the Listed Equipment.

The Parties:

3. BDC is a body corporate financial institution wholly owned by the Government of Canada established pursuant to the *Business Development Bank of Canada Act*.

4. The respondent Aluminart Products Limited (“**Aluminart**”) is an Ontario Corporation, with its registered head office located at 1 Summerlea Road, Brampton, Ontario (the “**Ontario Premises**”). It carried on business as a manufacturer and distributor of doors and windows. Attached hereto as **Exhibit “A”** is a copy of the Corporate Profile Report of Aluminart. The respondents Salvatore Caccamo, Joseph Caccamo, Cosimo Caccamo (“**Cosimo**”) and Linton Pynn are Aluminart’s directors.

5. The respondent Arcor Windows & Doors Inc. (“**Arcor**”) is an Ontario Corporation, with its registered head office located at the Ontario Premises. It carried on business as a manufacturer of doors, windows and supplies. Attached hereto as **Exhibit “B”** is a copy of Corporate Profile Report of Arcor. Cosimo is a director of Arcor.

6. The respondent N.A.P. Windows & Doors Ltd. (“**NAP**”, and together with Aluminart and Arcor, the “**Debtors**”) is a British Columbia Corporation, with its registered office located at 400 – 725 Granville Street, P.O. Box 10325, Vancouver, British Columbia (the “**BC Premises**”). Attached hereto as **Exhibit “C”** is a copy of NAP’s company summary. Cosimo is a director of NAP.

7. The respondent 12794799 Canada Inc. (“**127**”) is a Canadian Company that was incorporated March 4, 2021. Attached hereto as **Exhibit “D”** is a copy of the Federal Corporate Information on 127. Diane Vianellis and Giorgio Marchi are directors of 127.

The loan:

8. Pursuant to a Letter of Offer dated September 22, 2016, a copy of which is attached as **Exhibit “E”**, and as amended by amending letter dated March 19, 2020, a copy of which is attached as **Exhibit “F”**, BDC advanced a loan to the Debtors and ChamberDoor Industries Inc.

(collectively the “**Borrowers**”) in the principal amount of \$1,200,000.00 with interest to accrue thereon at the BDC’s base rate of interest in effect from time to time (the “**Base Rate**”) plus a variance of 2.0% per annum (the “**Loan**”).

The GSAs:

9. The Borrowers’ indebtedness under Loan is secured by the following (collectively the “**GSAs**”):

- a. a general security agreement granted by Aluminart in favour of BDC dated June 5, 2009, a copy of which is attached hereto and marked as **Exhibit “G”**;
- b. a general security agreement granted by Arcor in favour of BDC dated June 5, 2009, a copy of which is attached hereto and marked as **Exhibit “H”**; and
- c. a general security agreement granted by NAP in favour of BDC dated June 5, 2009, a copy of which is attached hereto and marked as **Exhibit “I”**.

10. Pursuant to s. 7.1 of the GSAs, the Debtors were required to:

...permit the Bank and its representatives, at all reasonable times, access to the Collateral including all of the Borrower’s property, assets and undertakings and to all its books and records for the purpose of inspection and the taking of extracts and copies, whether at the Borrower’s premises or otherwise, and the Borrower will render all assistance necessary.

11. Pursuant to s. 9(b) of the GSAs, without the prior written consent of BDC, the Debtors shall not, “grant, sell, or otherwise assign any of its chattel paper or any of the Collateral except only Inventory that is disposed of in accordance with Clause 10.2”.

12. Attached hereto as **Exhibit “J”** is a copy of the Ministry of Government Services Personal Property Security Registration System Enquiry dated February 28, 2021 in respect of the Aluminart.

13. Attached hereto as **Exhibit “K”** is a copy of the Ministry of Government Services Personal Property Security Registration System Enquiry dated February 28, 2021 in respect of the Arcor.

14. Attached hereto as **Exhibit “L”** is a copy of the Ministry of Government Services Personal Property Security Registration System Enquiry dated February 28, 2021 in respect of the NAP.

The priority agreement:

15. BDC, RBC and the Debtors entered into a priority agreement dated October 22, 2013 (the “**Priority Agreement**”), a copy of which is attached as **Exhibit “M”**.

16. Pursuant to the Priority Agreement:

- a. the Debtors acknowledged granting to each of RBC and BDC a registered security interest in all or certain of the Debtors’ present and after-acquired personal property, to secure present and future obligations of the Debtors to RBC (the “**RBC Security**”) and BDC (the “**BDC Security**”), respectively;
- b. “**Listed Equipment**” means the Debtors’ equipment listing in the Schedule “A” attached to the Priority Agreement, and the proceeds thereof;
- c. the RBC Security is postponed and subordinated to the security constituted by the BDC Security with respect to the Listed Equipment, to the extent of the Debtors’ indebtedness to BDC from time to time, together with all accrued interest thereon and all costs, charges and expenses incurred by BDC in connection therewith;
- d. “**Lender Collateral**” means all present and after-acquired personal property of the Debtors, and the proceeds thereof, other than the Listed Equipment; and

- e. the BDC Security is postponed and subordinated to the security constituted by the RBC Security with respect to the Lender Collateral (other than the Listed Equipment), to the extent of the Debtors' indebtedness to RBC from time to time, together with all accrued interest thereon and all costs, charges and expenses incurred by RBC in connection therewith.

The default and demands:

17. By March 2021, the Debtors were in default their obligations to BDC; including:

- a. the Debtors failed to make arrangement to bring accrued interest current and continue make principal payment, after the principal postponement period expired;
- b. the Debtors failed to provide consent and disclosure information required for BDC to complete due diligence after the company changed shareholder's structure without prior BDC knowledge and consent; and
- c. the Debtors were in default of their obligations to Royal Bank of Canada ("**RBC**"), who commenced the within receivership application.

18. By letters dated March 4, 2021 BDC made demand upon the Debtors and enclosed therewith Notices of Intention to Enforce Security ("**NITES**") pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*. Attached hereto as **Exhibit "N"** is a copy of said demands and NITES. As of March 4, 2021, there was due and owing \$531,159.60, exclusive of costs, on the Loan.

19. Despite the demands having expired, the Debtors have failed or refused to pay any further amounts due and owing to BDC in connection with the Loan.

20. On March 23, 2021, BDC retained TCL Asset Group Inc. ("**TCL**") to conduct an appraisal of Listed Equipment. As of this date, despite multiple requests, the Debtors have failed

or refused to cooperate with TCL to grant access to the Listed Equipment, for the purpose of an inspection and appraisal.

The receivership order:

21. On application by RBC, by order of the Honourable Justice Hainey dated March 29, 2021, msi Spergel Inc. (the “**Receiver**”), was appointed as receiver of all the assets, undertakings and property of the Debtors, the Listed Equipment in favour of BDC, and certain motor vehicles subject to lease agreements with Mercedes-Benz Financial Services Canada Corporation. Attached hereto as **Exhibit “O”** is a copy of the Order (the “**Receivership Order**”) and Endorsement of Justice Hainey dated March 29, 2021.

22. Pursuant to paragraphs 9 and 10 of the Receivership Order, a proceeding by BDC in connection with the Listed Equipment is not caught by the stay of proceedings against the Debtors contained therein.

Removal of and refusal to grant access to the Listed Equipment:

23. I am advised by BDC’s lawyer, Mr. Klaiman, that in the afternoon of March 29, 2021 he was advised by the Receiver’s counsel that substantially all of the Debtors’ property, including the Listed Equipment, had been removed from the Ontario Premises.

24. Attached hereto as **Exhibit “P”** is a copy of the email from Mr. Klaiman to the Debtors’ lawyer, Mr. Shenton, dated March 29, 2021, which states:

We understand that your clients have removed BDC’s secured equipment from the 1 Summerlea Road, Brampton and 400-725 Granville Street Vancouver premises.

We need immediate confirmation of the location of BDC’s secured equipment, confirmation that it is tagged and secured, and access for our appraiser.

Your clients have no colour of right to remove or deal with BDC’s security. If we do not have confirmation as above today, I expect our instructions will be to immediately commence proceedings for possession of the secured equipment, which will include a

personal claim against the principles of the debtors for conversion. We hope this can be avoided.

25. Attached hereto as **Exhibit “Q”** is a copy of Mr. Shenton’s responding email of March 30, 2021, in which he states:

I have just received the Sales Agreement for all of the equipment. It is dated March 19, 2021, which admittedly is eleven days ago. It appears that the purchaser is located at 100 Bass Pro Mills, although no unit number. I did a corporate search which shows it located at unit 32: https://www.ic.gc.ca/app/scr/cc/CorporationsCanada/fdr/CrpDtls.html?corpId=12794799&V_TOKEN=null&crpNm=&crpNmbr=12794799&bsNmbr=. It also gives the names of the directors. A Google map search does not help me narrow that down any more: https://www.google.com/maps/@43.8217516,-79.5341269,3a,47.6y,289.12h,85.82t/data=!3m7!1e1!3m5!1s_53jUeSJNoRJZ_yuMSoS w!2e0!6shhttps:%2F%2Fstreetviewpixels-pa.googleapis.com%2Fv1%2Fthumbnail%3Fpanoid%3D_53jUeSJNoRJZ_yuMSoS w%26cb_client%3Dmaps_sv.tactile.gps%26w%3D203%26h%3D100%26yaw%3D175.3356%26pitch%3D0%26thumbfov%3D100!7i16384!8i8192. I presume that the equipment is located there, but I have no confirmation of that. I have no additional information about the purchaser other than I am told it is arm's length. I am doing all I can to cooperate.

26. Attached hereto as **Exhibit “R”** is a copy of the Sales Agreement attached to Mr. Shenton’s email, between Aluminart, as seller, and 127, as buyer. This is the first BDC had heard of any purported sale of the Listed Equipment. BDC never consented to any sale of the Listed Equipment.

27. Attached hereto as **Exhibit “S”** is a copy of Mr. Shenton’s further email to Mr. Klaiman on March 30, 2021, stating:

Please confirm that upon being granted access and conducting the inspection of the equipment tomorrow, on Wednesday March 31, 2021, as previously arranged, that you will grant until April 5, 2021 to Aluminart Products Limited, Arcor Windows & Doors Inc. and N.A.P. Windows & Doors Ltd. in order to pay off the amount in full as per the Notice of Enforcement. They have a buyer and they want to be able to close on April 5, 2021.

I am not sure how they will actually be able to do a closing without BDC's cooperation, particularly as it will require the release of the PPSA liens, as you pointed out to me. But, if BDC gets to inspect and gets paid off in 6 days, I am still hoping this does not need any further litigation.

28. I swear this affidavit in support of this motion, and for no other or improper purpose.

SWORN before me by video conference
 from the City of Toronto in the
 Municipality of Metropolitan Toronto, to
 the City of Toronto in the Municipality of
 Metropolitan Toronto, in the Province of
 Ontario on this 31st day of March, 2021



A Commissioner for Taking Affidavits

*Virtually commissioned by I. Klaiman, LSO #58955G, as
 per LSO corporate statement re COVID-19



MARGARET BERNAT

This is **Exhibit “A”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'G. J. Klaiman', written over a horizontal line.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Request ID: 025761283
 Transaction ID: 78347372
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/03/01
 Time Report Produced: 08:24:13
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
742668	ALUMINART PRODUCTS LIMITED	1987/11/01
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
1 SUMMERLEA ROAD	NOT APPLICABLE	A
	New Amal. Number	Notice Date
BRAMPTON ONTARIO CANADA L6T 4V2	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
1 SUMMERLEA ROAD	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
BRAMPTON ONTARIO CANADA L6T 4V2	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors	Date Ceased
	Minimum Maximum	in Ontario
	UNKNOWNUNKNOWN	NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 025761283
Transaction ID: 78347372
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/03/01
Time Report Produced: 08:24:13
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

742668

Corporation Name

ALUMINART PRODUCTS LIMITED

Corporate Name History

ALUMINART PRODUCTS LIMITED

Effective Date

1987/11/01

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Amalgamating Corporations

Corporation Name

ALUMINART PRODUCTS LIMITED

ALUMINART GROUP INC.

Corporate Number

259202

541950

Request ID: 025761283
Transaction ID: 78347372
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/03/01
Time Report Produced: 08:24:13
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

742668

Corporation Name

ALUMINART PRODUCTS LIMITED

Administrator:**Name (Individual / Corporation)**

SALVATORE
CACCAMO

Address

1 WISHING WELL COURT

KLEINBERG
ONTARIO
CANADA LOJ 1C9

Date Began

1987/11/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Administrator:**Name (Individual / Corporation)**

JOSEPH
CACCAMO

Address

1 WISHING WELL COURT

KLEINBURG
ONTARIO
CANADA LOJ 1C0

Date Began

2017/11/30

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 025761283
Transaction ID: 78347372
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/03/01
Time Report Produced: 08:24:13
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

742668

Corporation Name

ALUMINART PRODUCTS LIMITED

Administrator:

Name (Individual / Corporation)

COSIMO

CACCAMO

Address

22 RAINBOWS END

KLEINBURG
ONTARIO
CANADA L0J 1C0

Date Began

2017/11/30

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

LINTON

PYNN

Address

2000 ISLINGTON
AVENUE
Suite # 1812
TORONTO
ONTARIO
CANADA M9P 3S7

Date Began

1987/11/01

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 025761283
Transaction ID: 78347372
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/03/01
Time Report Produced: 08:24:13
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

742668

Corporation Name

ALUMINART PRODUCTS LIMITED

Last Document Recorded

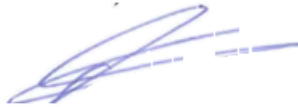
Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2019	1C	2019/08/25 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

This is **Exhibit “B”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'G. J. Klaiman', with a horizontal line extending to the right.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Request ID: 025763987
 Transaction ID: 78352945
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2021/03/01
 Time Report Produced: 10:51:02
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
1609187	ARCOR WINDOWS & DOORS INC.	2004/03/01
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
1 SUMMERLEA ROAD	NOT APPLICABLE	A
	New Amal. Number	Notice Date
BRAMPTON ONTARIO CANADA L6T 4V2	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
1 SUMMERLEA ROAD	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
BRAMPTON ONTARIO CANADA L6T 4V2	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum Maximum	in Ontario
	00001 00010	NOT APPLICABLE
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 025763987
Transaction ID: 78352945
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/03/01
Time Report Produced: 10:51:02
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

1609187

Corporation Name

ARCOR WINDOWS & DOORS INC.

Corporate Name History

ARCOR WINDOWS & DOORS INC.

Effective Date

2004/03/01

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Amalgamating Corporations

Corporation Name

RAMCOR INDUSTRIES INC.

ARCOR WINDOWS INC.

ICOR INSTALLATIONS INC.

INNOVACOR MANUFACTURING INC.

VALCOR BUILDING PRODUCTS INC.

Corporate Number

1020160

769873

1342694

1403926

587134

Request ID: 025763987
Transaction ID: 78352945
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/03/01
Time Report Produced: 10:51:02
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

1609187

Corporation Name

ARCOR WINDOWS & DOORS INC.

Administrator:**Name (Individual / Corporation)**

COSIMO

CACCAMO

Address

22 RAINBOWS END

KLEINBURG
ONTARIO
CANADA L0J 1C0**Date Began**

2018/12/20

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 025763987
Transaction ID: 78352945
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2021/03/01
Time Report Produced: 10:51:02
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

1609187

Corporation Name

ARCOR WINDOWS & DOORS INC.

Last Document Recorded

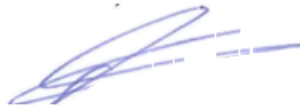
Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2019	1C	2019/08/25 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

This is **Exhibit “C”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021



*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

N.A.P. WINDOWS & DOORS LTD.

Date and Time of Search: March 01, 2021 08:11 AM Pacific Time

Currency Date: October 15, 2020

ACTIVE

Incorporation Number: BC0570235

Name of Company: N.A.P. WINDOWS & DOORS LTD.

Recognition Date: Incorporated on August 17, 1998

In Liquidation: No

Last Annual Report Filed: August 17, 2019

Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:

400 - 725 GRANVILLE STREET
P. O. BOX 10325
VANCOUVER BC V7Y 1G5
CANADA

Delivery Address:

400 - 725 GRANVILLE STREET
VANCOUVER BC V7Y 1G5
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

400 - 725 GRANVILLE STREET
P. O. BOX 10325
VANCOUVER BC V7Y 1G5
CANADA

Delivery Address:

400 - 725 GRANVILLE STREET
VANCOUVER BC V7Y 1G5
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Caccamo, Cosimo

Mailing Address:

22 RAINBOWS END
KLEINBURG ON L0J 1C0
CANADA

Delivery Address:

22 RAINBOWS END
KLEINBURG ON L0J 1C0
CANADA

OFFICER INFORMATION AS AT August 17, 2019

Last Name, First Name, Middle Name:

Caccamo, Cosimo

Office(s) Held: (President, Secretary)**Mailing Address:**22 RAINBOWS END
KLEINBURG ON L0J 1C0
CANADA**Delivery Address:**22 RAINBOWS END
KLEINBURG ON L0J 1C0
CANADA

This is **Exhibit “D”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021



*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*



Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2021-03-31 3:50 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
---	--------------------	---

CORPORATE INFORMATION	RENSEIGNEMENTS CORPORATIFS
Corporate name	Dénomination
	12794799 Canada Inc.
Corporation number	1279479-9
Business number	776237661RC0001
Governing legislation	Régime législatif
	Canada Business Corporations Act (CBCA) - 2021-03-04 Loi canadienne sur les sociétés par actions (LCSA) - 2021-03-04
Status	Statut
	Active Active

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	100 Bass Pro Mills Dr, 32 Vaughan ON L4K 5X1 Canada

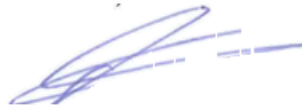
ANNUAL FILINGS	DÉPÔTS ANNUELS
Anniversary date (MM-DD)	03-04 (MM-JJ) Date anniversaire
Filing period (MM-DD)	03-04 to/au 05-03 (MM-JJ) Période de dépôt
Status of annual filings	Statut des dépôts annuels
	Not due 2022 N'est pas dû
Date of last annual meeting (YYYY-MM-DD)	Not available / Pas disponible (AAAA-MM-JJ) Date de la dernière assemblée annuelle
Type	Type
	Not available Pas disponible

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	2	Nombre actuel
Giorgio Marchi	100 Bass Pro Mills Dr, 32, Vaughan ON L4K 5X1, Canada	
Diane Vianellis	100 Bass Pro Mills Dr, 32, Vaughan ON L4K 5X1, Canada	

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2021-03-04 to present / à maintenant		12794799 Canada Inc.
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation		2021-03-04 Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
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This is **Exhibit “E”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'Margaret Bernat', written over a horizontal line.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*



BDCID: 10006108145

Letter of Offer dated September 22, 2016

AluminArt Products Limited

1 Summerlea Road
Brampton, ON
L6T 4V2

Attention of: Mr. Anubhav Agarwal**Re: Loan No. 052041-04**

In accordance with this letter of offer of credit as amended from time to time (the "**Letter of Offer**"), Business Development Bank of Canada ("**BDC**") is pleased to offer you the following loan(s) (hereinafter individually or collectively referred to as the "**Loan**"). The Letter of Offer is open for acceptance until September 30, 2016 (the "**Acceptance Date**") after which date it shall become null and void.

This Loan is in addition to the existing CDN dollar loan(s) on which \$222,090.58 is outstanding.

LOAN PURPOSE AND FUNDING**Loan Purpose**

Market Development/Growth	1,200,000.00
	<hr/> 1,200,000.00

Funding

BDC 052041-04	1,200,000.00
	<hr/> 1,200,000.00

No change to the Loan Purpose or Funding may be made without BDC's prior written consent. The proceeds of the Loan may only be used for the Loan Purpose.

DEFINITIONS

In the Letter of Offer, capitalized terms have the meanings described in Schedule "A" – Section I or are defined elsewhere in the text of the Letter of Offer.

LENDER

BDC

BORROWER

AluminArt Products Limited and N.A.P. Windows & Doors Limited and ChamberDoor Industries Inc. and AluminArt Products Limited and Arcor Windows & Doors Inc., jointly and severally (collectively the "**Borrower**")

LOAN AMOUNT

Loan 052041-04: \$1,200,000.00

INTEREST RATE

The Loan and all other amounts owing by the Borrower pursuant to the Loan Documents shall bear interest at the following rate:

Loan 052041-04**Floating Rate**

BDC's Floating Base Rate plus a variance of 2.00% per year (the "**Variance 04**"). On the date hereof, BDC's Floating Base Rate is 4.70% per year.

INTEREST CALCULATION

Interest shall be calculated monthly on the outstanding principal, commencing on the date of the first disbursement, both before and after maturity, Default and judgement.

Arrears of interest or principal and all other amounts owing by the Borrower pursuant to the Loan Documents shall bear interest at the rate applicable to the Loan and shall be calculated and compounded monthly.

REPAYMENT

Principal of the Loan is repayable according to the following. The balance of the Loan in principal and interest and all other amounts owing pursuant to the Loan Documents shall become due and payable on the Maturity Date (the "**Maturity Date**").

Loan 052041-04**Regular**

Payments			Start Date	End Date
Number	Frequency	Amount (\$)		
60	Monthly	20,000.00	01-05-2017	01-04-2022

In addition, interest is payable monthly on the 1st day of the month (the "**Payment Date 04**") commencing on the next occurring Payment Date 04 following the first advance on the Loan.

Maturity Date: April 1, 2022 (the "**Maturity Date 04**").

PREPAYMENT

Annual Prepayment Privilege: Provided that the Borrower is not in default of any of its obligations to BDC, the Borrower may, once in any 12 month period, prepay up to 15% of the outstanding principal on any Loan without indemnity. The first prepayment can be made at any time more than one year after September 22, 2016. The prepayment privilege is not cumulative and each prepayment on an individual Loan must be at least 12 months subsequent to the last prepayment on that same loan. The prepayment privilege is not transferable from one individual Loan to another and is not applicable if any Loan is being repaid in full.

In addition to the annual privilege, the Borrower may prepay at any time all or part of the principal provided that the Borrower pays the interest owing up to the time of the prepayment together with an indemnity equal to:

If the interest rate on the Loan is a floating rate:

- three months further interest on the principal prepaid at the floating interest rate then applicable to the Loan.

If the interest rate on the Loan is a fixed rate:

- the sum of (a) three months further interest on the principal prepaid at the fixed interest rate then applicable to the Loan; and (b) the Interest Differential Charge.

Partial prepayments shall be applied regressively on the then last maturing instalments of principal.

SECURITY

The Loan, interest on the Loan and all other amounts owing pursuant to the Loan Documents shall be secured by the following (the "**Security**");

Loan 052041-04

1. This loan is the joint and several obligation of AluminArt Products Limited and Arcor Windows & Doors Inc. and N.A.P Windows & Doors Limited and ChamberDoor Industries Inc. secured by:
2. General Security Agreement from AluminArt Products Limited providing:
 1. A first security interest on any existing BDC first security interest on specific machinery and equipment pledged to the Bank; and
 2. A security interest in all other present and after-acquired personal property, except consumer goods, subject only to priority on all existing registered charges
 Existing General Security Agreement will stand as security for this Loan.
3. General Security Agreement from Arcor Windows & Doors Inc. providing:
 1. A first security interest on any existing BDC first security interest on specific machinery and equipment pledged to the Bank; and
 2. A security interest in all other present and after-acquired personal property, except consumer goods, subject only to priority on all existing registered charges
 Existing General Security Agreement will stand as security for this Loan.
4. General Security Agreement from N.A.P. Windows & Doors Limited providing:
 1. A first security interest on any existing BDC first security interest on specific machinery and equipment pledged to the Bank; and
 2. A security interest in all other present and after-acquired personal property, except consumer goods, subject only to priority on all existing registered charges
 Existing General Security Agreement will stand as security for this Loan.
5. Landlord's waiver of distraint.

DISBURSEMENT

The Loan funds shall be disbursed as follows:

Loan 052041-04

1. Loan or part of the Loan may be disbursed directly to AluminArt Products Limited.

The working capital/leasehold portion of this Loan will be disbursed once all Conditions Precedent have been met. Invoices evidencing working capital improvements expenditures are not required.

Unless otherwise authorized, funds for each Loan account number shall be disbursed to the solicitor or notary who shall confirm to BDC the execution, delivery and registration of the Security relating to the Loan.

CONDITIONS PRECEDENT

Any obligation to make any advance under the Letter of Offer is subject to the following conditions being fulfilled to the satisfaction of BDC:

1. Receipt of the Security in form and substance satisfactory to BDC registered as required to perfect and maintain the validity and rank of the security, and such certificates, authorizations, resolutions and legal opinions as BDC may reasonably require.
2. Satisfactory review of all financial information relating to the Borrower and any corporate Guarantor and their respective business as BDC may reasonably require.
3. No Default or Event of Default shall have occurred.
4. No Material Adverse Change shall have occurred.
5. Provision of documents evidencing expenditures under the Loan Purpose, if applicable.
6. Satisfaction of all applicable disbursement conditions contained in the Disbursement section of this Letter of Offer.
7. Submit a report prepared by an independent party commissioned by BDC describing and confirming the location of all machinery and equipment pledged as security to the Bank. The Borrower is responsible for all fees related to the preparation of this report.
8. BDC to complete site inspection report for the leased property occupied by N.A.P. Windows & Doors Ltd. at 2150 Enterprise Way, Kelowna, BC. Results of the site inspection must be acceptable to BDC.

REPRESENTATIONS AND WARRANTIES

The Borrower makes the representations and warranties in Schedule "A" – Section II. These representations and warranties shall survive the execution of the Letter of Offer and shall continue in force and effect until the full payment and performance of all obligations of the Borrower pursuant to the Loan Documents.

COVENANTS

So long as any amount owing pursuant to the Loan Documents remains unpaid, the Borrower and any corporate Guarantor shall perform the covenants in Schedule "A" – Section III.

REPORTING OBLIGATIONS

The Borrower (and if applicable the corporate Guarantor) shall provide to BDC within 90 days of its (their) fiscal year end the following financial statements:

Company	Type	Frequency	Period Ending
N.A.P. Windows & Doors Limited	Notice to Reader	Annual	January
AluminArt Products Limited	Notice to Reader	Annual	January
ChamberDoor Industries Inc.	Notice to Reader	Annual	January
AluminArt Products Limited	Consolidated Audited	Annual	January
Arcor Windows & Doors Inc	Notice to Reader	Annual	January

and such other financial and operating statements and reports as and when BDC may reasonably require.

EVENTS OF DEFAULT

The occurrence of any of the events listed in Schedule "A" – Section IV constitutes an event of default under the Letter of Offer (each an "**Event of Default**"). If an Event of Default occurs, any obligation of BDC to make any advance, shall, at BDC's option, terminate and BDC may, at its option, demand immediate payment of the Loan and enforce any Security.

FEES

Cancellation Fee

If the Borrower does not draw on the Loan by the Lapsing Date indicated below (the "**Lapsing Date**"), the Loan shall lapse and be cancelled and the Borrower and the Guarantor shall pay BDC the applicable cancellation fee indicated below. If the Loan is partially disbursed on the Lapsing Date, the Borrower and Guarantor shall pay BDC a percentage of the cancellation fee in proportion to the percentage of the Loan that is cancelled. No cancellation fee will be payable if 50% or more of the Loan has been disbursed.

The cancellation fee is payable on demand and is liquidated damages, not a penalty, and represents a reasonable estimate of BDC's damages should the Loan be cancelled or allowed to lapse in whole or in part.

Loan 052041-04

Lapsing Date: September 22, 2018 (the "**Lapsing Date 04**").
Cancellation Fee: \$36,000.00 (the "**Cancellation Fee 04**").

Standby Fee

The Borrower and the Guarantor shall pay BDC a non-refundable standby fee calculated at a rate as indicated below on the portion of the Loan which has not been advanced or cancelled excluding the Consulting portion and/or Future Interest Reserve. This fee shall be calculated daily and be payable in arrears commencing on the date indicated below and on each Payment Date thereafter.

Loan 052041-04

Rate: 1.50% per annum

Date: March 22, 2017

Legal Fees and Expenses

The Borrower and the Guarantor shall pay, on demand, all legal and other out-of-pocket costs of BDC incurred in connection with the Loan and the Loan Documents including the enforcement of the Loan and the Loan Documents, whether or not any documentation is entered into or any advance is made to the Borrower. All legal and other out-of-pocket expenses of BDC in connection with any amendment or waiver related to the Loan and the Loan documents shall also be for the account of the Borrower.

Loan Management Fee

The Borrower shall pay BDC an annual management fee as indicated below. This management fee is payable annually on the Payment Date immediately following each anniversary of the first advance of the specific Loan account number. This fee is non-refundable and is subject to change.

Loan 052041-04

\$350.00 per year (the "Management Fee 04")

Transaction Fees

The Borrower shall pay BDC loan amendment and Security processing fees charged for the administrative handling of the Loan.

CONFLICTS

The Loan Documents constitute the entire agreement between BDC and the Borrower. To the extent that any provision of the Letter of Offer is inconsistent with or in conflict with the provisions of the other Loan Documents, such provision of the Letter of Offer shall govern.

INDEMNITY

The Borrower shall indemnify and hold BDC harmless against any and all claims, damages, losses, liabilities and expenses incurred, suffered or sustained by BDC by reason of or relating directly or indirectly to the Loan Documents save and except any such claim, damage, loss, liability and expense resulting from the gross negligence or wilful misconduct of BDC.

GOVERNING LAW

This Letter of Offer shall be governed by and construed in accordance with the laws of the jurisdiction in which the Business Centre of BDC is located as shown on the first page of this Letter of Offer.

SUCCESSORS AND ASSIGNS

The Letter of Offer shall extend to and be binding on the Borrower and BDC and their respective successors and assigns. BDC, in its sole discretion, may assign, sell or grant participation in (a "**transfer**") all or any part of its rights and obligations under this Letter of Offer or the Loan to any third party, and the Borrower agrees to sign any documents and take any actions that BDC may reasonably require in connection with any such transfer. Upon completion of the transfer, the third party will have the same rights and obligations under this Letter of Offer as if it were a party to it, with respect to all rights and obligations included in the transfer and BDC will be released to the extent of any interest under this Letter of Offer or the Loan it assigns. BDC may disclose information it has in connection with the Borrower or any Guarantor to any actual or prospective transferee. No Borrower or Guarantor shall have the right to assign any of its rights or obligations under or pursuant to the Loan Documents without BDC's prior written consent.

ACCEPTANCE

The Letter of Offer and any modification of it may be executed and delivered by original signature, fax, or any other electronic means of communication acceptable to BDC and in any number of counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same Letter of Offer.

SCHEDULE

The Letter of Offer includes Schedule "A" which contains Definitions, Representations and Warranties, Covenants, Events of Default and General Terms and Conditions. Schedule "A" has been inserted after the signature page and forms an integral part of the Letter of Offer.

LANGUAGE CLAUSE

The parties hereby confirm their express wish that the Letter of Offer and all related documents be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente lettre d'offre ainsi que tous les documents qui s'y rattachent soient rédigés en langue anglaise.

Should you have any questions regarding the Letter of Offer, do not hesitate to communicate with one of the undersigned.



Shehan Furtado
Manager, Major Accounts
Phone: (416) 973-1361
Fax: (416) 954-2631
shehan.furtado@bdc.ca




April Kennedy
Manager, Business Centre
Phone: (416) 954-2657
Fax: (416) 954-2631
april.kennedy@bdc.ca

ACCEPTANCE

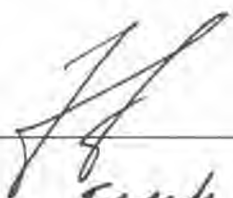
The parties accept the terms and conditions set forth above and in the attached Schedule "A".

This 30th day of SEPTEMBER 2016.

AluminArt Products Limited


_____, Authorized Signing Officer
Name: Frank RAPONI
[Please print name of signing party]

N.A.P. Windows & Doors Limited


_____, Authorized Signing Officer
Name: Frank RAPONI
[Please print name of signing party]

ChamberDoor Industries Inc.


_____, Authorized Signing Officer
Name: Frank RAPONI
[Please print name of signing party]



AluminArt Products Limited


_____, Authorized Signing Officer
Name: Frank RABONI
(Please print name of signing party)

Arcor Windows & Doors Inc.


_____, Authorized Signing Officer
Name: Frank RABONI
(Please print name of signing party)



September 22, 2016

SECTION I - DEFINITIONS

"Available Funds" – means in respect of the Borrower and any corporate Guarantor for any period of 12 months, the sum of the net profits before non-recurring or non-operating items that are not related to normal operations (as designated by the external accredited accountant) plus depreciation and amortization; plus deferred income taxes; and minus dividends.

"Available Funds Coverage Ratio" – means the ratio of Available Funds over the current portion of Term Debt.

"BDC's Base Rate" – means the annual rate of interest announced by BDC through its offices from time to time as its base rate and, as the case may be, subject to a discount for the duration, applicable to each of BDC's fixed interest rate plans then in effect for determining the fixed interest rates on Canadian dollar loans.

"BDC's Floating Base Rate" – means the annual rate of interest announced by BDC through its offices from time to time as its floating rate then in effect for determining the floating interest rates on Canadian dollar loans. The interest rate applicable to the Loan shall vary automatically without notice to the Borrower upon each change in BDC's Floating Base Rate.

"BDC's US Dollar Floating Base Rate" – means the 1-month US Dollar floating base rate set the last business day of each month for the following month for determining the floating interest rates on US Dollar loans. The interest rate applicable to the Loan shall vary automatically without notice to the Borrower upon each change in BDC's US Dollar Floating Base Rate. BDC's US Dollar Floating Base Rate for the period from the date of the first advance on the Loan to the first business day of the following month will be the 1-month US Dollar floating base rate as established by BDC on the first business day of the month in which the funds are disbursed. Thereafter, the 1-month US Dollar Floating Base Rate may vary on the first business day of each month.

"Corresponding Fixed Interest Rate Plan" – means, at any time in respect of a prepayment, the fixed interest rate plan then being offered by BDC to its clients equal to the number of years, rounded to the nearest year (minimum of one year), from the date such prepayment is received to the next scheduled Interest Adjustment Date (or the Maturity Date if earlier).

"Default" – means an Event of Default or any condition that, with the giving of notice, the passage of time or otherwise, is susceptible of being an Event of Default.

"GAAP" – means generally accepted accounting principles in Canada applied consistently.

"GAAP for Private Enterprises" – means generally accepted accounting principles approved by the Accounting Standards Board for financial reporting for private companies in Canada who have elected not to adopt IFRS.

"IFRS" – means International Financial Reporting Standards approved by the Accounting Standards Board for accounting for publicly accountable enterprises and private enterprises who have voluntarily decided to adopt this set of standards.

"Interest Adjustment Date" – means, in respect of any fixed interest rate plan, the day after the Interest Expiration Date of such fixed interest rate plan.

"Interest Differential Charge" – means, in respect of the prepayment of the Loan or any portion of the Loan on a fixed interest rate plan, if, on the date of the prepayment, the BDC's Base Rate for the Corresponding Fixed Interest Rate Plan is lower than the BDC's Base Rate in effect when the Borrower entered or renewed the fixed interest rate plan, whichever is most recent, the amount calculated as follows:

- (i) the difference between the two rates;
- (ii) such interest differential is multiplied by the principal that would have been outstanding at each future Payment Date until the next Interest Adjustment Date (or the maturity of the principal if earlier);
- (iii) the Interest Differential Charge is the present value of those monthly amounts calculated using BDC's Base Rate for the Corresponding Fixed Interest Rate Plan as the discount rate. In the case of partial prepayment, the Interest Differential Charge will be reduced in the same proportion as the amount prepaid bears to the principal outstanding on the Loan at the time prepayment is received. If the Loan is secured by a mortgage or a hypothec on real estate and the Loan is prepaid in full after 5 years from the date of the mortgage or hypothec, the Interest Differential Charge shall not be payable if the mortgage or hypothec is given by an individual and shall only be payable if permitted under the Interest Act.

"Interest Expiration Date" – means the date on which a fixed interest rate plan expires.

"Loan" – shall have the meaning indicated in the Letter of Offer, or, as the context may require, at any time the unpaid principal balance of the Loan.

"Loan Documents" – means, collectively, the application for financing, the Letter of Offer, the security contemplated by the Letter of Offer and all other documents, instruments and agreements delivered in connection with the foregoing.

"Material Adverse Change" – means:

- (i) a material adverse change in, or a material adverse effect upon, the financial condition, operations, assets, business, properties or prospects of the Borrower or any corporate Guarantor,
- (ii) a material impairment of the ability of the Borrower or any corporate Guarantor to perform any of their obligations under any Loan Document, or
- (iii) a material adverse effect upon any substantial portion of the assets subject to security in favour of BDC or upon the legality, validity, binding effect, rank or enforceability of any Loan Document.

"Person" – includes any natural person, corporation, company, Limited Liability Company, trust, joint venture, association, incorporated organization, partnership, governmental authority or other entity.

"Tangible Equity" – means the sum of the share capital [owners' capital for non-incorporated businesses]; plus retained earnings [accumulated net income]; plus subordinated loans or advances from the shareholders [owners] and related businesses; minus loans or advances to the shareholders [owners], directors, related or non-related businesses.

"Term Debt" – means the sum of the long-term debt plus the capital leases including the current portion to be paid over the next 12 months; plus the book value of preferred shares subject to a formal redemption agreement, if any.

"Term Debt to Tangible Equity Ratio" – means the ratio of the Term Debt over the Tangible Equity.

"Working Capital Ratio" – means the ratio of the total current assets over the total current liabilities. Current assets include the following: cash on deposit, accounts receivable (trade and other), inventory and prepaid expenses. Current liabilities include the following: bank advances, cheques in transit, accounts payable (trade and other) and the current portion due within the next 12 months of all long term debts.

SECTION II - REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to BDC that:

1. It is a partnership, trust or corporation, as the case may be, duly constituted, validly existing and duly registered or qualified to carry on business in each jurisdiction where it is required by applicable laws to be so registered or qualified.
2. The execution, delivery and performance of its obligations under the Letter of Offer and the other Loan Documents to which it is a party have been duly authorized and constitute legal, valid and binding obligations enforceable in accordance with their respective terms.
3. It is not in violation of any applicable law, which violation could lead to a Material Adverse Change.
4. No Material Adverse Change exists and there are no circumstances or events that constitute or would constitute, with the lapse of time, the giving of notice or otherwise, a Material Adverse Change.
5. No Default or Event of Default exists.
6. All information provided by it to BDC is complete and accurate and does not omit any material fact and, without limiting the generality of the foregoing, all financial statements delivered by it to BDC fairly present its financial condition as of the date of such financial statements and the results of its operations for the period covered by such financial statements, all in accordance with GAAP.
7. There is no pending or threatened claim, action, prosecution or proceeding of any kind including but not limited to non-compliance with environmental law or arising from the presence or release of any

contaminant against it or its assets before any court or administrative agency which, if adversely determined, could lead to a Material Adverse Change.

8. In respect of properties and assets charged to BDC, it has good and marketable title, free and clear of any encumbrances, except those encumbrances which BDC has accepted in writing.

The foregoing representations and warranties shall remain in force and true until the Loan is repaid in full.

SECTION III - COVENANTS

The Borrower and each corporate Guarantor shall:

1. Perform their obligations and covenants under the Loan Documents.
2. Maintain in full force and effect and enforceable the Security contemplated by this Letter of Offer.
3. Notify BDC immediately of the occurrence of any Default under the Letter of Offer or any other Loan Documents.
4. Comply with all applicable laws and regulations.
5. Keep all secured assets insured for physical damages and losses on an "All-Risks" basis, including Equipment Breakdown (or Boiler & Machinery) where applicable, for their full replacement value and cause all such insurance policies to name BDC as loss payee as its interests may appear. The policies shall also name BDC as mortgagee and include a standard mortgage clause in respect of buildings over which BDC holds Security; and
as further Security, assign or hypothecate all insurance proceeds to BDC; and
if requested by BDC, maintain adequate general liability insurance and environmental insurance to protect it against any losses or claims arising from pollution or contamination incidents, or any other type of insurance it may reasonably require, and to provide copies of such policies; and maintain all policies of insurance in effect for the duration of the Loan.
6. Notify BDC immediately of any loss or damage to their property.
7. Without limiting the generality of paragraph 4 above, in relation to their business operations and the assets and projects of their business, operate in conformity with all environmental laws and regulations; make certain that their assets are and shall remain free of environmental damage; inform BDC immediately upon becoming aware of any environmental issue and promptly provide BDC with copies of all communications with environmental authorities and all environmental assessments; pay the cost of any external environmental consultant engaged by BDC to effect an environmental audit and the cost of any environmental rehabilitation or removal necessary to protect, preserve or remediate the assets, including any fine or penalty BDC is obligated to incur by reason of any statute, order or directive by a competent authority.
8. Promptly pay all government remittances, assessments and taxes including real estate taxes and provide BDC with proof of payments as BDC may request from time to time.
9. Promptly furnish to BDC such information, reports, certificates and other documents concerning the Borrower and any corporate Guarantor as BDC may reasonably request from time to time.
10. Not, without the prior written consent of BDC,
 - a. Change the nature of their business.
 - b. Amalgamate, merge, acquire or otherwise restructure their business, or create an affiliated company, or sell or otherwise transfer a substantial part of their business or any substantial part of their assets, or grant any operating license.
 - c. Permit any Person holding Equity Interests in the Borrower or any corporate Guarantor or in any Person that controls directly or indirectly the Borrower or any corporate Guarantor, to sell or transfer their Equity Interests in such Borrower or corporate Guarantor, or permit the Borrower or any corporate Guarantor or any Person that directly or indirectly controls the Borrower or any corporate Guarantor to issue any Equity Interests to any Person which is not a Borrower or a corporate Guarantor.

"Equity Interests" means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated) of such Person's capital, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, which carry

the right to vote on the election of directors or individuals exercising similar functions in respect of such Person and/or which entitle their holder to participate in the profits of such Person.

This provision shall not apply to any Borrower or any corporate Guarantor who is a Public Issuer.

"Public Issuer" means any Borrower or any corporate Guarantor whose Equity Interests are listed or posted for trading on the Toronto Stock Exchange or the TSX Venture Exchange or any other stock exchange or over-the-counter market acceptable to BDC.

11. Not engage in, or permit their premises to be used by a tenant or other Person, for any activity which BDC, from time to time, deems ineligible, including without limitation any of the following ineligible activities:
 - a. businesses that are sexually exploitive or that are inconsistent with generally accepted community standards of conduct and propriety, including those that feature sexually explicit entertainment, products or services; businesses that are engaged in or associated with illegal activities; businesses trading in countries that are proscribed by the Federal Government;
 - b. businesses that operate as stand-alone nightclubs, bars, lounges, cabarets, casinos, discotheques, video arcades, pool and billiard halls, and similar operations; or
 - c. businesses that promote nudism and naturism.

BDC's finding that there is an ineligible activity shall be final and binding between the parties and will not be subject to review. The prohibitions set out in this paragraph 11 shall also apply to any entity that controls, is controlled by, or that is under the common control with, any Borrower and any corporate Guarantor.

SECTION IV - EVENTS OF DEFAULT

1. The Borrower fails to pay any amount owing under or pursuant to the Loan Documents.
2. The Borrower fails to comply with or to perform any provision of the Letter of Offer or the other Loan Documents.
3. The Borrower and/or the Guarantor is in default under any other agreement with BDC or any third party for the granting of a loan or other financial assistance and such default remains unremedied after any cure period provided in such other agreement.
4. Any representation or warranty made by the Borrower or any corporate Guarantor in any Loan Document is breached, false or misleading in any material respect, or becomes at any time false.
5. Any schedule, certificate, financial statement, report, notice or other writing furnished by the Borrower or corporate Guarantor to BDC in connection with the Loan is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.
6. The Borrower or corporate Guarantor becomes insolvent or generally fails to pay, or admits in writing their inability or refusal to pay their debts as they become due; or any Borrower or corporate Guarantor applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for such Borrower or corporate Guarantor or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for the Borrower or corporate Guarantor for a substantial part of the property of such party; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is commenced in respect of such party, or any Borrower or corporate Guarantor takes any action to authorize, or in furtherance of, any of the foregoing.
7. The Borrower ceases or threatens to cease to carry on all or a substantial part of their business.
8. Without the prior written consent of BDC, the occurrence of a change of control of the Borrower (as determined by BDC) who is not a Public Issuer.
9. The Borrower or any corporate Guarantor is in violation of any applicable law relating to terrorism or money laundering, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).
10. In the event that either a) any Person or group of Persons, acting jointly or in concert, that already owns 20% or more of the outstanding Equity Interests of a Public Issuer, acquires a number of Equity Interests from such Public Issuer or from any third party that would result in such Person or group of Persons owning more than 50% of the outstanding Equity Interests of such Public Issuer or b) any Person or

group of Persons, acting jointly or in concert, that does not already own 20% or more of the outstanding Equity Interests of a Public Issuer, acquires a number of Equity Interests from such Public Issuer or from any third party that would result in such Person or group of Persons owning at least 20% of the outstanding Equity Interests of such Public Issuer, BDC may review the Loan and may require that the Loan, together with interest and any other amounts then outstanding, be repaid within sixty (60) days. Should the Borrower fail to repay the Loan, accrued interest, and all other amounts outstanding within sixty (60) days of the demand by BDC under this provision, the Borrower shall be in Default and same shall constitute an Event of Default.

SECTION V - GENERAL TERMS AND CONDITIONS

The Borrower and each Guarantor agree to the following additional provisions:

Other Available Interest Rate Plans

Upon acceptance of the Letter of Offer, the Borrower can select one of BDC's other available fixed or floating interest rate plans. If the selection is made before the Acceptance Date, there is no fee and the selected plan shall be based on BDC's Base Rate in effect on the Loan Authorization Date. If the selection is made after the initial Acceptance Date, there is a fee and an Interest Differential Charge may apply. The new rate shall become effective on the fourth day following receipt of the request by BDC. However, in the event of a period of increased interest rate volatility, which will be determined by a fluctuation of greater than 0.5% during the same transaction day of the yield to maturity of the five-year Canada bond benchmark, the Bank reserves the right to suspend the borrower's right to switch from a floating interest rate plan to a fixed interest rate plan.

Standby Fee Date Change When Switching From Floating to Fixed Rate Plans

If the Borrower changes to a fixed interest rate plan within 2 months after the Loan Authorization Date, the standby fee shall be effective two months after the Loan Authorization Date. If the change to a fixed interest rate plan occurs later than two months after the Loan Authorization Date, the standby fee shall be effective on the date the new fixed interest plan takes effect.

Interest Adjustment Date

Provided no Default has occurred and is continuing, prior to each Interest Adjustment Date, BDC shall advise the Borrower of BDC's Base Rates then in effect for the fixed interest rate plans available. Not later than on the current Interest Expiration Date, the Borrower shall select a new interest rate plan. If the Borrower selects a new fixed interest rate plan, effective on the Interest Adjustment Date, the interest rate for the Loan shall be BDC's Base Rate applicable to the fixed interest rate plan selected by the Borrower adjusted by the Variance which new rate shall be applicable until the next Interest Expiration Date. If the Loan is on a fixed interest rate plan with blended payments of principal and interest, the repayment schedule shall be adjusted on each Interest Adjustment Date. If the Borrower has not advised BDC in writing of its choice before an Interest Adjustment Date, the Loan shall automatically switch to BDC's floating interest rate plan on the Interest Adjustment Date with an interest rate being BDC's Floating Base Rate as adjusted by the Variance. Outstanding principal for blended payment loans shall then be divided in equal monthly instalments to be paid until Maturity Date.

In the event BDC should demand repayment of the Loan by reason of an Event of Default, any fixed interest rate applicable at the time of demand shall continue to apply to the Loan until full repayment and shall not be adjusted at the next Interest Adjustment Date.

Pre-Authorized Payment System

All payments provided for in the Letter of Offer must be made by pre-authorized debits from the Borrower's bank account. The Borrower shall sign all documentation required to that effect and provide a sample cheque marked void.

Application of Payments

All payments shall be applied in the following order:

1. any prepayment indemnity (including the monthly interest and Interest Differential Charge)
2. protective disbursements;
3. standby fees (arrears and current);

4. arrears, in the following order: transaction fees, administration fees, management fees, interest and principal;
5. current balances, in the following order: transaction fees, management fees, interest and principal;
6. cancellation fees;
7. credits to the tax reserve account and asset maintenance and upgrade account, if applicable; and
8. other amounts due and payable.

Other than regular payments of principal and interest, BDC may apply any other monies received by it, before or after Default, to any debt the Borrower may owe BDC under or pursuant to the Letter of Offer or any other agreement and BDC may change those applications from time to time.

Consent to Obtaining Information

The Borrower and any corporate Guarantor authorize BDC, from time to time, to obtain financial, compliance, account status and any other information about a Borrower and any corporate Guarantor and their respective business from their accountants, their auditors, any financial institution, creditor, credit reporting or rating agency, credit bureau, governmental department, body or utility.

Notices

Notices must be in writing and may be given in person, or by letter sent by fax, mail, courier or electronically; if to the Borrower, at the Borrower's address above or such other addresses as the Borrower may advise BDC in writing, or if to BDC, at BDC's address above.

Joint and Several Liability

Where in the Loan Documents, any covenant, agreement, warranty, representation or obligation is made or imposed upon two or more Persons or a party comprised of more than one Person, each such covenant, agreement, warranty, representation or obligation shall be deemed to be and be read and construed as a joint and several (solidary in Quebec) covenant, agreement, warranty, representation or obligation of each such Person or party, as the case may be. Without limiting the generality of the foregoing, each Borrower shall be jointly and severally (solidarily) liable with each other to BDC for the full performance of all obligations under the Loan Documents.

Anti- Money Laundering/Know Your Client

The Borrower and each Guarantor acknowledge that, pursuant to prudent banking practices in respect of "knowing your client", BDC, in compliance with its internal policies, is required to verify and record information regarding the Borrower and each Guarantor, their directors, authorized signing officers, shareholders and other Persons in control of the Borrower and each Guarantor. The Borrower and each Guarantor shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by BDC or any prospective assignee or other financial institution participating in the Loan with BDC, in order to comply with internal policies and applicable laws on anti-money laundering and anti-terrorist financing.

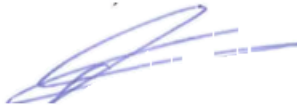
Confidentiality

The Borrower and each Guarantor shall not disclose the contents of this Letter of Offer to anyone except its professional advisors.

Changes in Accounting Standards

In the event that a Borrower or any Guarantor adopts any changes in accounting standards, including but not limited to GAAP for Private Enterprises and International Financial Reporting Standards (IFRS), which have an effect on any provision in the Letter of Offer relying on financial statement calculations, BDC may amend such provision to reflect the original intent of the provision.

This is **Exhibit “F”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'G. Klaiman', with a horizontal line extending to the right.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*



BDCID: 10018623800

March 19, 2020

Mr. Anubhav Agarwal
 AluminArt Products Limited et al
 1 Summerlea Road
 Brampton, ON
 L6T 4V2

Re: BDC Loan 052041-04

Dear Mr. Agarwal :

We write in reference to our Letter of Offer for Loan No. 052041-04, and any subsequent amendments thereto. Subject to the terms set out below, the following amendments will be made to your loan.

These amendments are now in effect.

Amendments – Loan No. 052041-04 :

REPAYMENT

Outstanding principal balance of this Loan, being \$500,000.00 is now repayable as follows:

Regular

Payments			Start Date	End Date
Number	Frequency	Amount (\$)		
25	Monthly	20,000.00	01-10-2020	01-10-2022

Accordingly, the final payment will be due on October 01, 2022, (the "Maturity Date"). Interest remains payable monthly.

All payments are to be made on the 1st day of the month (the "Payment Date").

All other terms and conditions of your financing with BDC remain unchanged.



Yours truly,

Margaret Bernat

Margaret Bernat
Business Specialist
Phone: (416) 952-9685
Margaret.BERNAT@bdc.ca

Heather Squires

Heather Squires
Analyst, Special Accounts

This is **Exhibit “G”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021



*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Business Development Bank of Canada
Banque de développement du Canada

BDC

GENERAL SECURITY AGREEMENT

THIS AGREEMENT dated June 5, 2009

BETWEEN:

ALUMINART PRODUCTS LIMITED

(the "Borrower")

AND:

BUSINESS DEVELOPMENT BANK OF CANADA, with a branch office at 1243 Islington Avenue,
 suite 1001, Etobicoke, Ontario, M8X 1Y9

(the "Bank")

1. SECURITY INTEREST

(You, as the Borrower, will grant to the Bank a charge, referred to as a security interest, over all personal property now held or in the future held or acquired by you. You will also grant a charge, referred to as a floating charge, over your complete undertaking. These charges are the security the Bank will hold in consideration of lending you funds or providing the credit facility to you.)

1.1 For consideration the Borrower hereby:

- (a) mortgages and charges as a fixed and specific charge, and assigns and transfers to the Bank, and grants to the Bank a general and continuing security interest in all of the Borrower's present and after acquired personal property including, without limitation:
 - (i) all office, trade, manufacturing and all other equipment and all goods, including, without limitation, machinery, tools, fixtures, computers, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the above (all of which is collectively called the "Equipment");
 - (ii) all inventory, including, without limitation, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, all livestock and their young after conception, all crops and timber, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is collectively called the "Inventory");
 - (iii) all debts, accounts, claims, demands, moneys and choses in action which now are, or which may at any time be, due or owing to or owned by the Borrower and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the debts, accounts, claims, demands, moneys and choses in action (all of which is collectively called the "Accounts");

- (iv) all documents of title, chattel paper, instruments, securities and money, and all other personal property, of the Borrower that is not Equipment, Inventory or Accounts;
 - (v) all patents, trade-marks, copyrights, industrial designs, plant breeder's rights, integrated circuit topographies, trade-names, goodwill, confidential information, trade secrets and know-how, including without limitation, environmental technology and bio-technology, software and any registrations and applications for registration of the foregoing and all other intellectual and industrial property of the Borrower (all of which is collectively called the "Intellectual Property");
 - (vi) all the Borrower's contractual rights, licenses and all other choses in action of every kind which now are, or which may at any time be due or owing to or owned by the Borrower, and all other intangible property of the Borrower, that is not Accounts, chattel paper, instruments, documents of title, Intellectual Property, securities or money;
 - (vii) the personal property described in Schedule "A" attached to this Agreement and all additions thereto and replacements thereof; and
 - (viii) all proceeds of every nature and kind arising from the personal property referred to in this Security Agreement;
- (b) grants to the Bank a general and continuing security interest and charges by way of a floating charge:
- (i) all of the undertaking and assets of the Borrower, of every nature or kind and wherever situate, whether presently owned or hereafter acquired, and all their proceeds, other than its assets and undertakings that are otherwise validly and effectively subject to the charges and security interests in favour of the Bank created pursuant to this Clause 1.1.

1.2 The security interests, mortgages, transfers, assignments, charges, grants and conveyances created pursuant to Clause 1.1 shall be collectively called the "Security Interests", and the property subject to the Security Interests and all property, assets and undertaking charged, assigned or transferred or secured by any instruments supplemental to or in implementation of this Security Agreement are collectively called the "Collateral".

1.3 The schedules, including definitions, form part of this Security Agreement.

2. EXCEPTIONS

(With few exceptions, all of your personal property is subject to the security interests and charges described in Clause 1.1. Only the last day of any lease term and possibly your consumer goods are excepted. Corporations do not hold consumer goods.)

2.1 The last day of the term created by any lease or agreement is excepted out of any charge or the Security Interests but the Borrower shall stand possessed of the reversion and shall remain upon trust to assign and dispose of it to any third party as the Bank shall direct.

2.2 All the Borrower's consumer goods are excepted out of the Security Interests.

3. ATTACHMENT

(Value or consideration has flowed between you and the Bank and the Security Interests in your personal property are complete once you sign this Security Agreement.)

The Borrower agrees that the Security Interests attach upon the signing of this Security Agreement (or in the case of after acquired property, upon the date of acquisition), that value has been given, and that the Borrower has (or in the case of after acquired property, will have upon the date of acquisition) rights in the Collateral and the Borrower confirms that there has been no agreement between the Borrower and the Bank to postpone the time for attachment of the Security Interests and that it is the Borrower's understanding that the Bank intends the Security Interests to attach at the same time.

4. PURCHASE MONEY SECURITY INTEREST

(To the extent that the Bank helps you acquire an interest in any personal property, you grant a special security interest to the Bank over that personal property. The special security interest is known as a "Purchase Money Security Interest".)

The Borrower acknowledges and agrees that the Security Interests constitute and are intended to create Purchase Money Security Interests in Collateral to the extent that moneys advanced by the Bank, including all future advances and re-advances, are used or are to be used, in whole or in part, to purchase or otherwise to acquire rights in Collateral.

5. OBLIGATIONS SECURED

(The Security Interests and charges you have granted to the Bank secure all indebtedness and all obligations to the Bank.)

This Security Agreement is in addition to and not in substitution for any other security interest or charge now or in the future held by the Bank from the Borrower or from any other person and shall be general and continuing security for the payment and performance of all indebtedness, liabilities and obligations of the Borrower to the Bank (including interest thereon), whether incurred prior to, at the time of or after the signing of this Security Agreement including extensions and renewals, and all other liabilities of the Borrower to the Bank, present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wherever and however incurred, including all advances on current or running account, future advances and re-advances of any loans or credit by the Bank and the Borrower's obligation and liability under any contract or guarantee now or in the future in existence whereby the Borrower guarantees payment of the debts, liabilities and/or obligations of a third party to the Bank, and for the performance of all obligations of the Borrower to the Bank, whether or not contained in this Security Agreement (all of which indebtedness, liabilities and obligations are collectively called the "Obligations").

6. REPRESENTATIONS AND WARRANTIES

(You state that you are able to legally grant this Security Agreement to the Bank, it will be binding and the Collateral is not subject to any encumbrances that have not been approved by the Bank. You own the Collateral and nothing prevents you from granting the Security Interests and charges in favour of the Bank. The Bank will rely on all of the following representations and warranties.)

6.1 The Borrower represents and warrants to the Bank that:

- (a) if a corporation, it is a corporation incorporated and organised and validly existing and in good standing under the laws of the jurisdiction of its incorporation; it has the corporate power to own or lease its property and to carry on the business conducted by it; it is qualified as a corporation to carry on the business conducted by it and to own or lease its property and is in good standing under the laws of each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary; and the execution, delivery and performance of this Security Agreement are within its corporate powers, have been authorised and do not contravene, violate or conflict with any law or the terms and provisions of its constating documents or its by-laws or any shareholders agreement or any other agreement, indenture or undertaking to which the Borrower is a party or by which it is bound;
- (b) if it is a corporation, its name as set forth on page 1 of this Security Agreement is its full, true and correct name as stated in its constating documents and if such name is in English, it does not have or use a French language form of its name or a combined English language and French language form of its name and vice versa, and the Borrower has provided a written memorandum to the Bank accurately setting forth all prior names under which the Borrower has operated;
- (c) if it is a partnership, its name as set forth on page 1 is its full, true and correct, and where required or voluntarily registered its registered, name; it is a partnership validly created and organised and validly existing under the laws of the jurisdiction of its creation; it has the power to carry on the business conducted by it; it is qualified as a partnership to carry on the business conducted by it and is in good standing under the laws of each jurisdiction in which the nature of its business makes such qualification necessary; and the execution, delivery and performance of this Agreement are within its powers, have been authorised, and do not contravene, violate or conflict with any law or the terms of its partnership agreement or any other agreement, indenture or undertaking to which the Borrower is a party or by which it is bound, and a complete list of the names, addresses and (if individuals) the dates of birth of the partners of the partnership are set forth on a Schedule attached to this Security Agreement;

- (d) if the Borrower is an individual, that individual's full name and address provided to the Bank are the individual's full and correct name and address and the individual's date of birth as described on the individual's birth certificate a true copy of which has been provided to the Bank or, if no birth certificate issued from any jurisdiction in Canada exists, as described on the documents provided to the Bank is the individual's correct birth date;
- (e) there is no litigation or governmental proceedings commenced or pending against or affecting the Collateral or the Borrower, in which a decision adverse to the Borrower would constitute or result in a material adverse change in the business, operations, properties or assets or in the condition, financial or otherwise, of the Borrower; and the Borrower agrees to promptly notify the Bank of any such future litigation or governmental proceeding;
- (f) it does not have any information or knowledge of any facts relating to its business, operations, property or assets or to its condition, financial or otherwise, which it has not disclosed to the Bank in writing and which, if known to the Bank, might reasonably be expected to deter the Bank from extending credit or advancing funds to the Borrower;
- (g) it has good title and lawfully owns and possesses all presently held Collateral, free from all security interests, charges, encumbrances, liens and claims, save only the Security Interests and the charges or security interests consented to in writing by the Bank, and it has not granted any licenses in or of its Intellectual Property other than as disclosed and consented to by the Bank;
- (h) to the extent that any of the Collateral includes serial numbered goods and motor vehicles which require serial number registration by virtue of the Act and its regulations including motor vehicles, trailers, manufactured homes, mobile homes, boats, outboard motors for boats or aircraft, the Borrower has given the full and correct serial numbers and any Ministry of Transport designation marks or other relevant licensing authority marks of all such Collateral to the Bank;
- (i) the Collateral is and/or will be located at the place(s) described in Schedule "A" and will not be removed from such location(s) without the prior written consent of the Bank;
- (j) this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Borrower, if the Borrower is a corporation, or, if the Borrower is a partnership, of the partners of the Borrower, and all other requirements have been fulfilled to authorise and make the execution and delivery of this Security Agreement, and the performance of the Borrower's obligations valid and there is no restriction contained in the constating documents of the Borrower or in any shareholders agreement or partnership agreement which restricts the powers of the authorised signatories of the Borrower to borrow money or give security; and
- (k) the Borrower's place(s) of business and chief executive office have been correctly provided to the Bank.

7. COVENANTS OF THE BORROWER

(The Security Interests and the Collateral must be protected while the Security Agreement remains in effect. These covenants are your promises to the Bank describing how the Bank's Security Interests will be attended to. You will also covenant to maintain accurate books and records and allow the Bank's inspection. Your promises are found in the Security Agreement and Schedules.)

7.1 The Borrower covenants with the Bank that while this Security Agreement remains in effect the Borrower will:

- (a) promptly pay and satisfy the Obligations as they become due or are demanded;
- (b) defend the title to the Collateral for the Bank's benefit, against the claims and demands of all persons;
- (c) fully and effectually maintain and ensure that the Security Interests are and continue to be valid and effective;

- (d) maintain the Collateral in good condition and repair and provide adequate storage facilities to protect the Collateral and not permit the value of the Collateral to be impaired;
- (e) observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- (f) forthwith pay and satisfy:
 - (i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Borrower shall in good faith contest its obligations so to pay and shall furnish to the Bank such security as the Bank may require;
 - (ii) all security interests, charges, encumbrances, liens and claims which rank or could rank in priority to, or on an equal basis with, any of the Security Interests; and
 - (iii) all fees from time to time chargeable by the Bank arising out of any term of the commitment letter between the Bank and the Borrower including, without limitation, inspection, administration and returned cheque handling fees;
- (g) forthwith pay and satisfy all costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) which may be incurred by the Bank in connection with granting loans or credit to the Borrower, including for:
 - (i) inspecting the Collateral;
 - (ii) negotiating, preparing, perfecting, registering or renewing the registration of this Security Agreement and the Security Interests, any Financing or Financing Change Statement, any modification or amending agreement and other documents relating to the Borrower's obligations, whether or not relating to this Security Agreement;
 - (iii) complying with any disclosure requirements under the Act;
 - (iv) investigating title to the Collateral;
 - (v) taking, recovering, keeping possession and disposing of the Collateral;
 - (vi) maintaining the Collateral in good repair, storing the Collateral and preparing the Collateral for disposition;
 - (vii) any inspection, appraisal, investigation or environmental audit of the Collateral and the cost of any environmental rehabilitation, treatment, removal or repair necessary to protect, preserve or remedy the Collateral including any fine or penalty the Bank becomes obligated to pay by reason of any statute, order or direction of competent authority;
 - (viii) all other actions and proceedings taken to preserve the Collateral, enforce this Security Agreement and of any other security interest held by the Bank as security for the Obligations, protect the Bank from liability in connection with the Security Interests or assist the Bank in its loan and credit granting or realization of the Security Interest, including any actions under the Bankruptcy and Insolvency Act (Canada) and all remuneration of any Receiver (as defined in Article 15 hereof) or appointed pursuant to the Bankruptcy and Insolvency Act (Canada);
 - (ix) any sums the Bank pays as fines, or as clean up costs because of contamination of or from your assets. Further, you will indemnify the Bank and its employees and agents from any liability or costs incurred including legal defense costs. Your obligation under this paragraph continues even after the Obligations are repaid and this agreement is terminated.
- (h) at the Bank's request, execute and deliver further documents and instruments and do all acts as the

Bank in its absolute discretion requires to confirm, register and perfect, and maintain the registration and perfection of, the Security Interests;

- (i) notify the Bank promptly of:
 - (i) any change in the information contained in this Security Agreement relating to the Borrower, its business or the Collateral, including, without limitation, any change of name or address (including any change of trade name, proprietor or partner) and any change in the present location of any Collateral;
 - (ii) the details of any material acquisition of Collateral, including the acquisition of any motor vehicles, trailers, manufactured homes, boats or aircraft;
 - (iii) any material loss or damage to the Collateral;
 - (iv) any material default by any account debtor in the payment or other performance of its obligations to the Borrower respecting any Accounts;
 - (v) any claims against the Borrower including claims in respect of the Intellectual Property or of any actions taken by the Borrower to defend the registration of or the validity of or any infringement of the Intellectual Property;
 - (vi) the return to or repossession by the Borrower of Collateral that was disposed of by the Borrower; and
 - (vii) all additional places of business and any changes in its place(s) of business or chief executive office;
- (j) prevent the Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted by this Security Agreement, from being or becoming an accession to property not covered by this Security Agreement;
- (k) carry on and conduct its business and undertaking in a proper and businesslike manner so as to preserve and protect the Collateral and the earnings, income, rents, issues and profits of the Collateral, including maintenance of proper and accurate books of account and records;
- (l) permit the Bank and its representatives, at all reasonable times, access to the Collateral including all of the Borrower's property, assets and undertakings and to all its books of account and records for the purpose of inspection and the taking of extracts and copies, whether at the Borrower's premises or otherwise, and the Borrower will render all assistance necessary;
- (m) observe and perform all its obligations under:
 - (i) leases, licences, undertakings, and any other agreements to which it is a party;
 - (ii) any statute or regulation, federal, provincial, territorial, or municipal, to which it is subject;
- (n) deliver to the Bank from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral to allow the Bank to inspect, audit or copy them;
 - (iii) all financial statements prepared by or for the Borrower regarding the Borrower's business;

- (iv) such information concerning the Collateral, the Borrower and the Borrower's business and affairs as the Bank may reasonably require;
- (o) with respect to the Intellectual Property, take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property;
- (p) with respect to copyright forming part of the Intellectual Property, provide to the Bank waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work;
- (q) receive and hold in trust on behalf of and for the benefit of the Bank all proceeds from the sale or other disposition of any Collateral;
- (r) consent to the Bank contacting and making enquiries of the Borrower's lessors, as well as municipal or other government officials or assessors; and
- (s) observe and perform the additional covenants and agreements set out in any schedules to this Security Agreement.

7.2 Any amounts required to be paid to the Bank by the Borrower under this Clause 7 shall be immediately payable with interest at the highest rate borne by any of the Obligations until all amounts have been paid.

7.3 This Security Agreement shall remain in effect until it has been terminated by the Bank by notice of termination to the Borrower and all registrations relating to the Security Agreement have been discharged.

8. INSURANCE

(It is your obligation to thoroughly insure the Collateral in order to protect your interests and those of the Bank. You will follow the specific requirements of the insurance coverage described in this Clause.)

8.1 The Borrower covenants that while this Security Agreement is in effect the Borrower shall:

- (a) maintain or cause to be maintained insurance on the Collateral with a reputable insurer, of kinds, for amounts and payable to such person or persons, all as the Bank may require, and in particular maintain insurance on the Collateral to its full insurable value against loss or damage by fire and all other risks of damage, including an extended coverage endorsement and in the case of motor vehicles, insurance against theft;
- (b) cause the insurance policy or policies required by this Security Agreement to be assigned to the Bank, including a standard mortgage clause or a mortgage endorsement, as the Bank may require;
- (c) pay all premiums respecting such insurance, and deliver all policies to the Bank, if it so requires.

8.2 If proceeds of any required insurance becomes payable, the Bank may, in its absolute discretion, apply these proceeds to the Obligations as the Bank sees fit or release any insurance proceeds to the Borrower to repair, replace or rebuild, but any release of insurance proceeds to the Borrower shall not operate as a payment on account of the Obligations or in any way affect this Security Agreement or the Security Interests.

8.3 The Borrower will forthwith, on the happening of loss or damage to the Collateral, notify the Bank and furnish to the Bank at the Borrower's expense any necessary proof and do any necessary act to enable the Bank to obtain payment of the insurance proceeds, but nothing shall limit the Bank's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Borrower hereby authorizes and directs the insurer under any required policy of insurance to include the name of the Bank as loss payee on any policy of insurance and on any cheque or draft which may be issued respecting a claim settlement under and by virtue of such insurance, and the production by the Bank to any insurer of a notarial or certified copy of this Security Agreement (notarized or certified by a notary public or solicitor) shall be the insurer's complete authority for so doing.

8.5 If the Borrower fails to maintain insurance as required, the Bank may, but shall not be obliged to, maintain or effect such insurance coverage, or so much insurance coverage as the Bank may wish to maintain.

9. OTHER PROHIBITIONS

(You agree to not encumber your property so as to interfere with the security interests or charges granted to the Bank and you will not dispose of any of the Collateral except inventory disposed of in the ordinary course of your business.)

Without the prior written consent of the Bank the Borrower will not:

- (a) create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, undertakings including without limitation the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests created by this Security Agreement;
- (b) grant, sell, or otherwise assign any of its chattel paper or any of the Collateral except only Inventory that is disposed of in accordance with Clause 10.2; or
- (c) where the Borrower is a corporation
 - (i) repay or reduce any shareholders loans or other debts due to its shareholders; or
 - (ii) change its name, merge with or amalgamate with any other entity;

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

(You will preserve and protect all of the Collateral and not dispose of it without the consent of the Bank. Any sales or other disposition will result in you holding the proceeds in trust for the Bank. Your responsibilities towards the Collateral and any trust proceeds are important to the Bank.)

10.1 Except as provided by this Security Agreement, without the Bank's prior written consent the Borrower will not:

- (a) sell, lease, license or otherwise dispose of the Collateral;
- (b) release, surrender or abandon possession of the Collateral; or
- (c) move or transfer the Collateral from the jurisdictions in which the Security Interests have been perfected.

10.2 Provided that the Borrower is not in default under this Security Agreement, the Borrower may lease, sell, license, consign or otherwise deal with items of Inventory only in the ordinary course of its business and for the purposes of carrying on its business.

10.3 Any disposition of any Collateral, excepting sales of Inventory in the ordinary course, shall result in the Borrower holding the proceeds in trust for and on behalf of the Bank and subject to the Bank's exclusive direction and control. Nothing restricts the Bank's rights to attach, seize or otherwise enforce its Security Interests in any Collateral sold or disposed, unless it is sold or disposed with the Bank's prior written consent.

11. PERFORMANCE OF OBLIGATIONS

(If you do not strictly do all those things that you have agreed to do in this Security Agreement, the Bank may perform those obligations but you will be required to pay for them.)

If the Borrower fails to perform its covenants and agreements under this Security Agreement, the Bank may, but shall not be obliged to, perform any or all of such covenants and agreements without prejudice to any other rights and remedies of the Bank, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) incurred by the Bank shall be immediately payable by the Borrower to the Bank with interest at the highest rate borne by any of the Obligations and shall be secured by the Security Interests, until all such amounts have been paid.

12. ACCOUNTS

(Any dealing with the Collateral that results in an account being created, or proceeds arising, is of particular importance to the Bank. The account, or proceeds, acts in substitution for the Collateral that has been sold, usually inventory. You will protect the account or proceeds in favour of the Bank.)

Notwithstanding any other provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with all or a portion of the Accounts in such manner, upon such terms and conditions and at any time, whether before or after default, as may seem to it advisable, and without notice to the Borrower, except in the case of disposition after default and then subject to the applicable provisions of the Act, if any. All forms of payment received by the Borrower in payment of any Account, or as proceeds, shall be subject to the Security Interests and shall be received and held by the Borrower in trust for the Bank.

13. APPROPRIATION OF PAYMENTS

(The Bank has the right to determine how funds it receives will be applied in relation to your loan facility.)

Any and all payments made respecting the Obligations and monies realized from any Security Interests (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank sees fit, and the Bank may at any time change any appropriation as the Bank sees fit.

14. DEFAULT

(You must comply with the payment and other obligations that you have made in favour of the Bank. You must also strictly satisfy the covenants and agreements that you have made in this Security Agreement. Failure to do so will be considered a default and the Bank will consider its legal remedies and possibly pursue them. This Clause defines the defaults and outlines your obligations.)

14.1 Unless waived by the Bank, the Borrower shall be in default under this Security Agreement and shall be deemed to be in default under all other agreements between the Borrower and the Bank in any of the following events:

- (a) the Borrower defaults, or threatens to default, in payments when due of any of the Obligations; or
- (b) the Borrower is in breach of, or threatens to breach, any term, condition, obligation or covenant made by it to or with the Bank, or any representation or warranty of the Borrower to the Bank is untrue or ceases to be accurate, whether or not contained in this Security Agreement; or
- (c) the Borrower or a guarantor of the Borrower declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of any provisions for relief under the Bankruptcy and Insolvency Act (Canada), the Companies Creditors' Arrangement Act (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment; or
- (d) a receiver, manager, receiver and manager or receiver-manager of all or a part of the Collateral is appointed; or
- (e) an order is made or a resolution is passed for the winding up of the Borrower or a guarantor of the Borrower; or
- (f) the Borrower or a guarantor of the Borrower ceases or threatens to cease to carry on all or a substantial part of its business or makes or threatens to make a sale of all or substantially all of its assets; or
- (g) distress or execution is levied or issued against all or any part of the Collateral; or
- (h) if the Borrower is a corporation and any member or shareholder:
 - (i) commences an action against the Borrower; or
 - (ii) gives a notice of dissent to the Borrower in accordance with the provisions of any governing legislation; or

- (i) if the Borrower is a corporation and its voting control changes without the Bank's prior written consent; or
- (j) the Borrower uses any monies advanced to it by the Bank for any purpose other than as agreed upon by the Bank; or
- (k) without the Bank's prior written consent, the Borrower creates or permits to exist any security interest, charge, encumbrance, lien or claim against any of the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests; or
- (l) the holder of any other security interest, charge, encumbrance, lien or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or
- (m) the Borrower enters into an amalgamation, a merger or other similar arrangement with any other person without the Bank's prior written consent or, if the Borrower is a corporation, it is continued or registered in a different jurisdiction without the Bank's prior written consent; or
- (n) the Bank in good faith and on commercially reasonable grounds believes that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy or removed from the jurisdiction in which this Security Agreement has been registered; or
- (o) the lessor under any lease to the Borrower of any real or personal property takes any steps to or threatens to terminate such lease or otherwise exercise any of its remedies under such lease as a result of any default by the Borrower; or
- (p) the Borrower causes or allows hazardous materials to be brought upon any lands or premises occupied by the Borrower or to be incorporated into any of its assets, or the Borrower causes, permits, or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority; or
- (q) any permit, license, certification, quota or order granted to or held by the Borrower is cancelled, revoked or reduced, as the case may be, or any order against the Borrower is enforced, preventing the business of the Borrower from being carried on for more than 5 days or materially adversely changing the condition (financial or otherwise) of the Borrower's business; or
- (r) if an individual, the Borrower dies or is declared incompetent by a court of competent jurisdiction.

15. ENFORCEMENT

(If a default occurs, the Bank has numerous remedies and legal rights, including enforcement of the Security Agreement according to this Clause. You also have rights, provided by the *Personal Property Security Act* and the common law in your jurisdiction.)

15.1 Upon any default under this Security Agreement the Bank may declare any or all of the Obligations whether or not payable on demand to become immediately due and payable and the Security Interests will immediately become enforceable. To enforce and realize on the Security Interests the Bank may take any action permitted by law or in equity as it may deem expedient and in particular, without limitation, the Bank may do any of the following:

- (a) appoint by instrument a receiver, manager, receiver and manager or receiver-manager (the "Receiver") of all or any part of the Collateral, with or without bond as the Bank may determine, and in its absolute discretion remove such Receiver and appoint another in its stead;
- (b) enter upon any of the Borrower's premises at any time and take possession of the Collateral with power to exclude the Borrower, its agents and its servants, without becoming liable as a mortgagee in possession;
- (c) preserve, protect and maintain the Collateral and make such replacements and repairs and additions to the Collateral as the Bank deems advisable;

- (d) dispose of all or part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Bank may seem reasonable, provided that if any sale, lease or other disposition is on credit the Borrower will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies are actually received;
- (e) register assignments of the Intellectual Property, and use sell, assign, license or sub-license any of the Intellectual Property; and
- (f) exercise all of the rights and remedies of a secured party under the Act and any other applicable laws.

15.2 A Receiver appointed pursuant to this Security Agreement insofar as responsibility for its actions is concerned shall be the agent of the Borrower and not of the Bank and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Bank under this Security Agreement, and in addition shall have power to:

- (a) carry on the Borrower's business and for such purpose from time to time to borrow money either secured or unsecured, and if secured by granting a security interest on the Collateral, such security interest may rank before or on an equal basis with or behind any of the Security Interests and if it does not so specify such security interest shall rank in priority to the Security Interests; and
- (b) make an assignment for the benefit of the Borrower's creditors or a proposal on behalf of the Borrower under the Bankruptcy and Insolvency Act (Canada); and
- (c) commence, continue or defend proceedings in the name of the Receiver or in the name of the Borrower for the purpose of protecting, seizing, collecting, realizing or obtaining possession of or payment for the Collateral; and
- (d) make any arrangement or compromise that the Receiver deems expedient.

15.3 Subject to the claims, if any, of the creditors of the Borrower ranking in priority to this Security Agreement, all amounts realized from the disposition of the Collateral pursuant to this Security Agreement will be applied as the Bank, in its absolute discretion and to the full extent permitted by law, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and its own client basis) incurred by the Bank respecting or incidental to:
 - (i) the exercise by the Bank of the rights and powers granted to it by this Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of the powers granted to it by this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;
- (b) in or toward payment to the Bank of all principal and other monies (except interest) due in respect of the Obligations;
- (c) in or toward payment to the Bank of all interest remaining unpaid respecting the Obligations; and
- (d) in payment to those parties entitled thereto under the Act.

16. GENERAL PROVISIONS PROTECTING THE BANK

(You have granted this Security Agreement to the Bank in consideration by the Bank advancing funds or providing credit or a credit facility to you. The Bank will not be responsible for debts or liabilities that may arise except to the extent that it agrees to be responsible or liable in this Security Agreement. If enforcement becomes necessary, the Bank will act in good faith and in a commercially reasonable manner.)

16.1 To the full extent permitted by law, the Bank shall not be liable for any debts contracted by it during

enforcement of this Security Agreement, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Bank shall manage the Collateral upon entry or seizure, nor shall the Bank be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Bank shall not be bound to do, observe or perform or to see to the observance or performance by the Borrower of any obligations or covenants imposed upon the Borrower nor shall the Bank, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Bank be obliged to keep any of the Collateral identifiable. To the full extent permitted by law, the Borrower waives any provision of law permitted to be waived by it which imposes greater obligations upon the Bank than described above.

16.2 Neither the Bank nor any Receiver appointed by it shall be liable or accountable for any failure to seize, collect, realize, sell or obtain payments for the Collateral nor shall they be bound to institute proceedings for the purposes of seizing, collecting, realizing or obtaining payment or possession of the Collateral or the preserving of any right of the Bank, the Borrower or any other party respecting the Collateral. The Bank shall also not be liable for any misconduct, negligence, misfeasance by the Bank, the Receiver or any employee or agent of the Bank or the Receiver, or for the exercise of the rights and remedies conferred upon the Bank or the Receiver by this Security Agreement.

16.3 The Bank or any Receiver appointed by it may grant extensions of time and other indulgences, take and give securities, accept compromises, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the debtors of the Borrower, co-obligants, guarantors and others and with the Collateral and other securities as the Bank may see fit without liability to the Bank and without prejudice to the Bank's rights respecting the Obligations or the Bank's right to hold and realize the Collateral.

16.4 The Bank in its sole discretion may realize upon any other security provided by the Borrower in any order or concurrently with the realization under this Security Agreement whether such security is held by it at the date of this Security Agreement or is provided at any time in the future. No realization or exercise of any power or right under this Security Agreement or under any other security shall prejudice any further realization or exercise until all Obligations have been fully paid and satisfied.

16.5 Any right of the Bank and any obligation of the Borrower arising under any other agreements between the Bank and the Borrower shall survive the signing, registration and advancement of any money under this Security Agreement, and no merger respecting any such right or obligation shall occur by reason of this Security Agreement. The obligation, if any, of the Borrower to pay legal fees, a commitment fee, a standby fee or administration fees, under the terms of the Bank's commitment letter with the Borrower shall survive the signing and registration of this Security Agreement and the Bank's advancement of any money to the Borrower and any legal fees, commitment fees, standby fees or administration fees owing by the Borrower shall be secured by the Collateral.

16.6 In the event that the Bank registers a notice of assignment of Intellectual Property the Borrower shall be responsible for and shall indemnify the Bank against all maintenance and renewal costs in respect thereof, and any costs of initiating or defending litigation, together with all costs, liabilities and damages related thereto.

16.7 Notwithstanding any taking of possession of the Collateral, or any other action which the Bank or the Receiver may take, the Borrower now covenants and agrees with the Bank that if the money realized upon any disposition of the Collateral is insufficient to pay and satisfy the whole of the Obligations due to the Bank at the time of such disposition, the Borrower shall immediately pay to the Bank an amount equal to the deficiency between the amount of the Obligations and the sum of money realized upon the disposition of the Collateral, and the Borrower agrees that the Bank may bring action against the Borrower for payment of the deficiency, notwithstanding any defects or irregularities of the Bank or the Receiver in enforcing its rights under this Security Agreement.

17. APPOINTMENT OF ATTORNEY

(You appoint the Bank your attorney for specific matters.)

The Borrower hereby irrevocably appoints the Bank or the Receiver, as the case may be, with full power of substitution, as the attorney of the Borrower for and in the name of the Borrower to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Borrower is obliged to sign, endorse or execute and generally to use the name of the Borrower and to do everything necessary or incidental to the exercise of all or any of the powers conferred on the

Bank, or the Receiver, as the case may be, pursuant to this Security Agreement. This grant and authority shall continue and survive any mental infirmity or legal incapacity of the Borrower subsequent to the execution hereof.

18. CONSOLIDATION

(Should you wish to redeem the Security Interest, the Bank may require you to also pay other obligations to it before discharging its Security Interests.)

For the purposes of the laws of all jurisdictions in Canada, the doctrine of consolidation applies to this Security Agreement.

19. NO OBLIGATION TO ADVANCE

(The Bank determines, in the end, whether any advances or further advances under the loan facility will be made.)

Neither the preparation and execution of this Security Agreement nor the perfection of the Security Interests or the advance of any monies by the Bank shall bind the Bank to make any advance or loan or further advance or loan, or extend any time for payment of any indebtedness or liability of the Borrower to the Bank.

20. WAIVER

(Indulgences granted by the Bank should not be taken for granted.)

The Bank may permit the Borrower to remedy any default without waiving the default so remedied. The Bank may from time to time and at any time partially or completely waive any right, benefit or default under this Security Agreement but such waiver shall not be a bar to or a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default under this Security Agreement. No waiver shall be effective unless it is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right shall operate as a waiver of such right or any other right.

21. NOTICE

(This Clause describes how the various notices referred to in this Security Agreement may be given.)

Notice may be given to either party by prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided in this Security Agreement or at such other address as may be given in writing by one party to the other, and any notice if mailed shall be deemed to have been given at the expiration of three business days after mailing and if delivered, on delivery.

22. EXTENSIONS

(Your duties and responsibilities to the Bank remain in place regardless of any concerns you may have about the loan facility or the Bank's actions.)

The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Borrower, the Borrower's account debtors, sureties and others and with the Collateral and other security interests as the Bank may see fit without prejudice to the Borrower's liability or the Bank's right to hold and realize on the Security Interests.

23. NO MERGER

(Except as agreed upon in the Security Agreement or another contract specifically discussing this point, this Security Agreement is an independent obligation on your part.)

This Security Agreement shall not create any merger or discharge of any of the Obligations, or any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may be held by the Bank now or in the future from the Borrower or from any other person. The taking of a judgement respecting any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

24. RIGHTS CUMULATIVE

(This Agreement describes some rights and remedies of the Bank. The Bank also is entitled to rely on all other rights and remedies available to it in law and in any other agreements it has entered into with you.)

The Bank's rights and remedies set out in this Security Agreement, and in any other security agreement held

by the Bank from the Borrower or any other person to secure payment and performance of the Obligations, are cumulative and no right or remedy contained in this Security Agreement or any other security agreements is intended to be exclusive but each will be in addition to every other right or remedy now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Borrower and the Bank that may be in effect from time to time.

25. ASSIGNMENT

(Should the Bank assign or transfer or otherwise deal with this Security Agreement on its own behalf, you agree that the Security Agreement shall remain binding and effective upon you.)

The Bank may, without notice to the Borrower, at any time assign or transfer, or grant a security interest in, all or any of the Obligations, this Security Agreement and the Security Interests. The Borrower agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Bank's rights and remedies under this Security Agreement and the Borrower will not assert as a defence, counterclaim, right of set-off or otherwise any claim which it now has or may acquire in the future against the Bank in respect of any claim made or any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the assigned Obligations to the assignee, transferee or secured party, as the case may be, as the said Obligations become due.

26. SATISFACTION AND DISCHARGE

(Until this Security Agreement is terminated and any registrations relating to it are discharged, the Security Agreement will remain effective even though the indebtedness to the Bank may have been paid.)

Any partial payment or satisfaction of the Obligations, or any ceasing by the Borrower to be indebted to the Bank shall not be a redemption or discharge of this Security Agreement. The Borrower shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations, and upon written request by the Borrower and, subject to applicable law, payment to the Bank of an administrative fee to be fixed by the Bank and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Bank in connection with the Obligations and such release and discharge. The Borrower shall, subject to applicable law, pay an administrative fee, to be fixed by the Bank, for the preparation or execution of any full or partial release or discharge by the Bank of any security it holds, of the Borrower, or of any guarantor or covenantor with respect to any Obligations.

27. ENVIRONMENT

The Borrower represents and agrees that:

- (a) it operates and will continue to operate in conformity with all applicable environmental laws, regulations, standards, codes, ordinances and other requirements of any jurisdiction in which it carries on business and will ensure its staff is trained as required for that purpose;
- (b) it has an environmental emergency response plan and all officers and employees are familiar with that plan and their duties under it;
- (c) it possesses and will maintain all environmental licences, permits and other governmental approvals as may be necessary to conduct its business and maintain the Collateral;
- (d) there has been no complaint, prosecution, investigation or proceeding, environmental or otherwise, respecting the Borrower's business or assets including without limitation the Collateral;
- (f) it will advise the Bank immediately upon becoming aware of any environmental problems relating to its business or the Collateral;
- (g) it will provide the Bank with copies of all communications with environmental officials and all environmental studies or assessments prepared for the Borrower and it consents to the Bank contacting and making enquiries of environmental officials or assessors;
- (h) it will from time to time when requested by the Bank provide to the Bank evidence of its full compliance with the Borrower's obligations in this Clause 27.

28. ENUREMENT

This Security Agreement shall enure to the benefit of the Bank and its successors and assigns, and shall be binding upon the Borrowers and its heirs, executors, administrators, successors and any assigns permitted by the Bank, as the case may be.

29. INTERPRETATION

29.1 In this Security Agreement:

- (a) "Collateral" has the meaning set out in Clause 1 and any reference to the Collateral shall, unless the context otherwise requires, be deemed to be a reference to the Collateral in whole or in part;
- (b) "the Act" means the *Personal Property Security Act* of the province in which the branch of the Bank is located, as described on page 1 of this Security Agreement, and all regulations under the Act, as amended from time to time.

29.2 Words and expressions used in this Security Agreement that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined in this Security Agreement or unless the context otherwise requires.

29.3 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause of this Security Agreement.

29.4 The headings used in this Security Agreement have been inserted for convenience of reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

29.5 This Security Agreement shall be governed by the laws of the province referred to in subclause 29.1(b). For enforcement purposes, the Borrower hereby attorns to the jurisdiction of the courts and laws of any province, state, territory or country in which the Bank enforces its rights and remedies hereunder.

30. COPY OF AGREEMENT AND FINANCING STATEMENT

The Borrower:

- (a) acknowledges receiving a copy of this Security Agreement; and
- (b) if the Act so permits, waives all rights to receive from the Bank a copy of any financing statement or financing change statement filed, or any verification statement or other document received at any time respecting this Security Agreement.

31. TIME

Time shall in all respects be of the essence.

32. INDEPENDENT ADVICE

The Borrower acknowledges having received, or having had the opportunity to receive, independent legal and accounting advice respecting this Security Agreement and its effect.

33. PARENTHETICAL COMMENTS

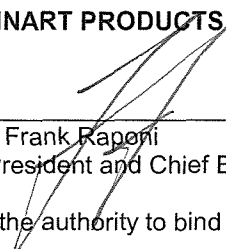
The Borrower acknowledges and agrees that the comments in parentheses are intended to provide a brief but not thorough indication of the intent of the legal provisions that follow in each subsequent clause, and do not form part of this Security Agreement.

34. THE COMMITMENT LETTER

The Bank has extended an offer of financing or a commitment letter to the Borrower relating to the loan facilities secured by this Security Agreement. The Borrower acknowledges and agrees that in the event of any discrepancy between any term of this Security Agreement and any term of the commitment letter, the terms of the commitment letter shall apply and take precedence over the terms of this Security Agreement.

IN WITNESS WHEREOF the Borrower has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

ALUMINART PRODUCTS LIMITED

Per: 
Name: Frank Raponi
Title: President and Chief Executive Officer

I have the authority to bind the Corporation.

SCHEDULE "A"

Subclause 1.1(a):

1. the following specific items, even though they may be included within the descriptions of Collateral
(insert description by item or kind):

2. the following serial numbered goods:

Serial No. (re motor vehicles & trailers, etc.)

Year

Make and Model

3. Location(s) of the Collateral:

1 Summerlea Road
Brampton, Ontario
L6T 4V2

2150 Enterprise Way
Kelowna, British Columbia
V1Y 6H7

55 and 71 Innovation Drive
Flamborough, Ontario
L9H 7L8

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ALUMINAKI PRODUCTS LIMITED 1 SUMMERLEA RD. BRAMPTON, ONTARIO SECTION 1 - ITEM NUMBERS 128 TO 369:-						
			Z-Bar Department			
128	1	ZB1	15-ton OBI punch press, 1-cavity die, mortise press dd kit	Famco		
129	1	ZB2	8-ton punch press, 1-cavity die, z-bar mortise press	Alceco	8-1P	212
130	1	ZB3	15-ton OBI punch press, new z-bar press	Rousselle	No. 2	722
131	1	ZB4	Uni pneumatic punch press, 6-hole punch z-bar, c/w (6) Unitool punches, 80" W.	Whiting	Multi Punch	
132	1	ZB5	Uni pneumatic punch press, 6-hole punch sweeps & dd kit, c/w (6) Unitool punches, 96" W			
133	1	ZB6	OBI punch press, 4-cavity die century box sweep, air clutch	Brown Boggs	13L	
134	1	ZB7	15-ton OBI punch press, 2-cavity die, 1" wood core box sweep	Rousselle	2E	18246
135	1	ZB8	15-ton OBI punch press, 1-cavity die, wood core-face sweep	Famco	55A	
136	1	ZB9	20-ton OBI punch press, 8-cavity die, wood core box sweep	Brown Boggs	S13LW	68350
137	1	ZB11	20-ton OBI punch press 1-cavity die, 1-1/2" z-bar header, w/ punches	Brown Boggs	13L	CH10006
138	1	ZB12	20-ton OBI punch press, c/w air clutch, 1-cavity die, 2" o/l z-bar header	Rousselle	No. 3	
139	1	ZB13	40-ton OBI punch press, 6-cavity die, 2" pre-hung header	Blow	No. 4	
140	1	ZB14	20-ton OBI punch press, 6-cavity die, 1-1/2" pre-hung header	Brown Boggs	13LW	66461
141	1	ZB15	5-ton punch press, 2-cavity die, 2" header	Famco	No. 51	
142	1	ZB16	20-ton punch press, 1-cavity die, 1" z-bar header, C-frame, w/ drill	Alceco	15-1P	196
143	1	ZBS1	radial arm pull saw, w/ coolant	Delta	MX3	3135
144	1	ZB17	5-ton punch press, 3-cavity die, L-sweep	Alva Allen		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
145	1	N/A	5-ton punch press	Alva Allen		
146	1	ZB18	10-ton OBI punch press, 1- cavity die, z-bar hinge punch	Brown Boggs	11LW	
147	1	ZB19	screw cap cover packaging table 36" x 96"			
148	1	ZB20	z-bar hinge assembly table 36" x 96"			
149	1	ZB21	z-bar hinge assembly table 36" x 96"			
150	1	ZB22	z-bar hinge assembly table 36" x 96"			
151	1	ZB23	double z-bar packaging table 60" x 90"			
152	1	ZB24	single z-bar packaging table 27" x 90"			
153	1	ZB25	single z-bar packaging table 27" x 90"			
154	1	ZB26	z-bar Schlegel table 36" x 48"			
155	1	ZB27	z-bar box table			
156	1	N/A	lot, of pallet racking, including (12) uprights, & 48 load beams			
			Woodcore Department			
157	1	WC1	15-ton OBI punch press, 2- cavity die	Rousselle	No. 2E	18947
158	1	WC2	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
159	1	WC3	5-ton punch press, 8-cavity die	Azimuth	4SP	2458
160	1	WC4	5-ton punch press, 6-cavity die	Alva Allen	BT-5	6250025
161	1	WC5	5-ton punch press, 4-cavity die	"Haas"		
162	1	WC6	4-ton punch press, 1-cavity die	Alceco	4-1P	1548
163	1	WC7	multi 5-head air press, 7.5' L.			
164	1	WC8	5-ton punch press, 2-cavity die	"Haas"		
165	1	WC9	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
166	1	WC10	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
167	1	WC11	5-ton punch press, 1-cavity die	Rousselle	No. 0E	22493
168	1	WC12	work table 36" x 84"			
169	1	WC13	window frame assembly table 36" x 84"			
170	1	WC14	security grid assembly table 36" x 96"			
171	1	WC15	door assembly table 29" x 72"			
172	1	WC16	door assembly table 29" x 72"			
173	1	WC17	swivel table 36" x 68"			
174	1	WC18	swivel table 36" x 68"			
175	1	WC31	V-notch mitre saw	Sampson	MN150-12	2965
176	1	WC32	triple-head mitre saw	LeTarte	Econ-O-Mitre THM12	0688008
177	1	WC33	radial arm saw w/ coolant	Rockwell	14-RAS	J16005

Tcl No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
178	1	WCS4	double-head mitre saw, w/ length stop & worktable	Stone Mny.	DM10	0460
179	1	WCS5	panel saw c/w router attachment	Safety Speed Cut	SR5	42103
180	1	WCS6	1 h.p. dust collector	Jet	DC650	
181	1	N/A	2-bay pallet rack			
182	1	N/A	Schlegel weatherstrip inserter			
			Mullion Department			
183	1	ML1	milling machine w/ drill	Wegoma		
184	1	ML2	milling machine w/ drill (new 1984)	Wegoma	AK255	84206
185	1	ML3	milling machine w/ drill (new 1996)	Wegoma	AK255.3	26469
186	1	ML4	10-ton punch press, 8-cavity die	Alceco	6-1P	659
187	1	ML5	4-ton punch press, 2-cavity die	Alceco	4-1P	1792
188	1	ML6	pneumatic milling machine			
189	1	ML7	5-ton punch press, 1-cavity die	Rousseile	0E	AE10664
190	1	ML8	10-ton OBI punch press, 8-cavity die	Rousseile	No. 1A	16122
191	1	ML9	5-ton punch press, 4-cavity die	Alva Allen	BT-5	KFF38182
192	1	ML10	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	CHL0010
193	1	ML11	custom milling machine for weep hole	Rouse	Precision Miller	
194	1	ML12	vertical 3-lite assembly fixture			
195	1	ML13	3-lite assembly table			
196	1	MLS1	radial arm saw w/ coolant	Rockwell		2917-B
197	1	MLS2	custom milling machine (6) pcs at-a-time			
198	1	MLS3	custom milling machine (3) pcs at-a-time			
199	1	MLS4	double-head straight cut saw			
	1		Screen Department			
200	1	SC1	weather strip inserter, woodcore screen rail Schlegel machine			
201	1	SC2	1 lite assembly table view & vent housing			
202	1	SC3	20-ton punch press, 3-hole punch view & vent housing	Brown Boggs	13LW	12723
203	1	SC4	5-ton punch press, 1-cavity die	Alva Allen	BT-5	AGH36530
204	1	SC5	view and vent assembly table			
205	1	SC6	5-ton punch press, 2-cavity die	Alva Allen	BT-5	FGH56908
206	1	SC7	Uni punch press, 1-hole punch custom view & vent housing	Multicyl		
207	1	SC8	5-ton punch press, (1) die, light slide bar			
208	1	SC9	5-ton punch press, (1) die, woodcore screen punch	Alva Allen	BT-5	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
209	1	SCS1	radial arm saw w/ coolant, V & Vent/Screen Rail	Rockwell	14-RAS	HR3019
210	1	SCS2	V-notch mitre cut saw Woodcore screen Frame	Sampson	MN-12	6368
211	1	SC10	view and vent assembly table			
212	1	SC11	view and vent screen cutting table 48" x 126"			
213	1	SC12	view and vent screen table 25" x 73"			
214	1	SC13	screen table 48" x 96"			
215	1	SC14	screen table 48" x 96"			
216	2	SC15	screen tables 54" x 115" w/ articulating arm @ \$300 ea.	Screen Centre		
217	1	SC16	Woodcore screen table 24" x 72"			
218	1	SC17	2-lite screen assembly table 44" x 77"			
219	1	SC18	2-lite screen assembly table 50" x 36"			
			Sashing Department			
220	1	SA1	5-ton punch press, 1-cavity die, operating CMR	Alva Allen	BT5	
221	1	SA2	5-ton punch press, 4-cavity die, 2 pr handles	Alva Allen	BT5	FGH56897
222	1	SA3	20-ton OBI punch press, 4-cavity die operating handles	Brown Boggs	13LW	12382
223	1	SA4	4-ton punch press, 2-cavity die, operating heights	Alceco	4-1P	1083
224	1	SA5	27-ton punch press, 1-cavity die, woodcore handles	L & J	No. 3-1/2	35109
225	1	SA6	weatherstrip insertion table			
226	1	SA7	sashing assembly table 66" x 32"			
227	1	SA8	sashing assembly table 66" x 32"			
228	1	SA9	sashing assembly table 66" x 32"			
229	1	SA10	sashing assembly table 66" x 32"			
230	1	SA11	sashing assembly table 66" x 32"			
231	1	SAS1	radial arm saw	Rockwell	14-RAS	FU6417
232	1	SAS2	V-notch mitre cut saw	Sampson	MN150	4178
233	1	SAS3	V-notch mitre cut saw	Sampson	MN150	4179
234	1	SA12	schedule table 44" x 27"			
235	1	SA13	pre-assembly sash parts table 48" x 60"			
236	1	SA14	pre-assembly sash parts table 60" x 30"			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
237	1	SA15	pre- assembly sash parts table 24" x 84"			
238	1	SA16	1-lite assembly table 72" x 39"			
239	1	SA17	1-lite assembly table 72" x 39"			
240	1	SA18	1-lite assembly table 72" x 39"			
			Retractable Screen			
241	1	RS1	10-ton OBI punch press, 6-cavity die sill cash & carry	Brown Boggs	11L	
242	1	RS2	5-ton punch press, 6-cavity die header cash & carry	Alva Allen	BT5	
243	1	RS3	5-ton punch press, 4-cavity die, header & sill, d door & entry	"Haas"		
244	1	RS4	5-ton punch press, 4-cavity die	Alva Allen	BT5	
245	1	N/A	5-ton punch press	Alva Allen	BT5	
246	1	RS5	5-ton punch press, 1-cavity die header & sill, entry & d door			
247	1	RS6	5-ton punch press, 1-cavity die, jamb, cash & carry/entry/patio	Roussellie	No. 0E	22492
248	1	RS7	5-ton punch press, 2-cavity die, header, cash & carry/patio	Alva Allen	BT5	
249	1	RS8	5-ton punch press, 1-cavity die, header, cash & carry/patio	Alva Allen	BT5	
250	1	RS9	5-ton punch press, 1-cavity die, plastic bolt, all	"Haas"		
251	1	RS10	5-ton punch press, 3-cavity die, jamb, all	Alva Allen	BT5	
252	1	N/A	5-ton punch press (no motor)	Alva Allen	BT5	
253	1	N/A	4-ton punch press	Alceco	4-1P	
254	1	RSS5	radial arm saw, header patio/cash & carry	Rockwell	14-RAS	J16004
255	1	RS12	assembly table small parts 31" x 78"			
256	1	RS13	handle assembly table 38" x 83"			
257	1	RS14	48" screen cutting table 49" x 97"			
258	1	RS15	36" screen cutting table 128" x 50"			
259	1	RS16	assembly table 96" x 24"			
260	1	RS17	packaging table 98" x 49"			
			Process			
261	1	PR1	20-ton OBI punch press, 6-cavity, 1-5/8" & 2" sill	Brown Boggs	13LW	69140
262	1	PR2	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	
263	1	PR3	20-ton punch press, 2-cavity die 2" rail punch	Walsh	No. 3	
264	1	PR4	20-ton OBI punch press, 2-cavity die, 1-1/4" rail punch			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
265	1	PR5	18-ton punch press, 2-cavity die, 1-5/8" sill punch	L & J	No. 2	22756
266	1	PR6	copy router (new 1996)	Actual	FC100AP	96P237
267	1	PR7	copy router with converter AC motor control	Actual	FC100AP	97P117
268	1	PR8	40-ton OBI punch press, 2-cavity die, 1-5/8" century rail	Brown Boggs	15LW	
269	1	PR9	multi spindle drill press, w/ Commander drill head	Walker Turner	1112-41	40711
270	1	PR10	36" air operated shear	Brown Boggs	237AL	
271	1	PR11	vertical band saw, 14"	Sharp		
272	1	PR12	auto. weather stripping machine 1-5/8 century rail (On loan from Schlegel Corp.)	Schlegel Corp.	Roll-In Machine	9428
273	1	PR13	auto weather stripping machine 2" rail (On loan from Schlegel Corp.)	Schlegel Corp.		120579
274	1	PRS1	2-head mitre saw, with (5) drills (new 1984)	Elumatec	DG102	81010
275	1	PRS2	2-head mitre saw, with (4) drills, & E110 DRO (new 1994)	Elumatec	DG102	25-590
276	1	PRS3	2-head mitre saw, with (5) drills	Sampson		
277	1	PRS4	2-head mitre saw, with (4) drills (new 1982)	Elumatec	DG102	181150
278	1	PRS5	2-head mitre saw, with (4) drills	Sampson		
279	1	PRS6	2-head mitre saw, with (2) drills (new 1981)	Elumatec	DG102	180869
280	1	N/A	2-bay pallet rack			
281	1	N/A	1-bay pallet rack			
282	1	N/A	8-bay pallet rack			
283	2	N/A	mobile stock ladders			
284	5	N/A	double-sided vertical extrusion racks			
Assembly						
285	1	AS1	11' dual belt conveyor			
286	1	AS2	pneumatic squaring table (new ca. 1988)	Vinton		
287	1	AS3	main frame pre-assemble table 48" x 48"			
288	1	AS5	door re-work table on casters			
	1		Vinyl & Hinge Department			
289	1	VNS1	radial arm saw	Rockwell	14-RAS	J15857
290	1	HQS1	5/8" hinge saw c/w US variable speed drive			
291	1	HQS2	1-1/8" hinge saw	Delta		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
292	1	HG1	hinge assembly table with custom hinge machine			
			Door Line			
293	1	DL1	10' gravity roller conveyor with pneumatic lift & Intermac 9560 control			
294	1	DL2	8' x 64" chain roller conveyor variable speed	Damark	96X64	4840
	1	DL3	10' shrink tunnel, triple zone	Damark	S64TX	5439
	1	DL4	8' x 64" chain roller conveyor, variable speed	Damark	64RX96	5437
295	1	DL5	8' x 4' work table with roller			
296	1	DL6	shrink bag rack			
297	1	DL7	walkway			
298	1	DL9	30' x 42" belt conveyor, variable speed	Roach Conveyors		175197/ 161453
299	1	DL10	31' x 40" belt conveyor, variable speed	Rapistan		
300	1	DL11	40' x 38" belt conveyor variable speed	Roach Conveyors		188933
301	1	DL12	corner roller system, approx. 18' x 48"			
302	1	DL13	40' x 38" belt conveyor variable speed	Roach Conveyors		187910
303	1	DL14	die cut staple table			
304	1	DL15	die cut staple table			
305	1	DL16	40" x 60" work bench for pre-hung doors			
306	1	DL17	hardware cart			
307	1	DL18	hardware cart			
	1		Shipping Department			
308	1	LT3	propane forklift truck, w/ side-shifter & Safe-Tilt mast	Toyota	42-6FGCU25	76341
309	1	LT4	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	5FGC25	15610
310	1	PW1	pallet wrapper	Orion	L66-6479	6096479
311	1	PW2	pallet wrapper	Orion	L66-12TP	8048248
312	1	PW3	pallet wrapper	Liberty	4-Series 4.4	
313	1	COMP-1	50 h.p. air compressor	Hydrovane		
314	1	COMP-2	40 h.p. air compressor	Hydrovane		
315	1	COMP-3	compressor air dryer with pre and after filter	Dry Energy	DE109	
316	1	LT5	electric reach forklift truck, 3000 lb. cap.	Raymond	20R30TT	201495S-C
317	1	LT6	electric pallet lift truck, 8' forks	Raymond	12TM-FRE80L	112-96 17635
318	1	STM-1	strapping machine	Signode	SP300	P3005-BL3

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
319	192	N/A	(approx.), pallet racking uprights, 18' high x 32" wide @ \$60 ea. (rounded)			
320	704	N/A	(approx.), pallet racking load beams, @ \$7 ea. (rounded)			
321	1	N/A	grinder			
322	2	N/A	work benches			
323			number not used			
324	1	N/A	mobile stock ladder			
325	1	N/A	pallet truck			
326	1	N/A	air compressor	Champion	HRA15-12	R40-884
			Maintenance Department			
327	1	M1	table saw	Rockwell	34-450	G-16886
328	1	M2	electric scissor lift	Plant Master	119SPEP	
329	1	M3	horizontal bandsaw	Carolina	HV12	003790
330	1	M5	bench grinder	Baldor	612R	
331	1	M6	bench drill press	Buffalo	No. 15	3982
332	1	M7	pedestal drill press	Manhattan	951230	70845
333	1	M8	hydraulic shop press, 30 ton cap	Carolina	HV100	004822
334	1	M9	arc welder, 250 amp. AC/DC	Miller	Dialarc	KC323648
335	1	N/A	48" air operated shear, 18 ga.	Brown Boggs	249AL	
336	1	N/A	surface grinder w/ 6" x 18" magnetic chuck	K. O. Lee	S718	17588-HA
337	1	N/A	lot, allowance for assorted maintenance shop equipment & racking, etc.			
			Receiving Department			
338	1	LT1	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	74937
339	1	LT2	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	75981
340	1	SCALE-1	5000 lb. cap. platform scale, w/ Fairbanks DRO	Eastern Scale		
341	1	CP1	vertical hydraulic bailer, 4' x 4' x 2' bail size	Gensco	V15-60	2-593
342	15	N/A	single cantilever storage racks, 4-level, @ \$500 ea.			
343	9	N/A	double cantilever storage racks, 4-level @ \$750 ea.			
344	1	N/A	mezzanine, 15' x 50'			
			Display Department			
345	1	STM-2	strapping machine	Strapack	SS-80	69184205
346	29	N/A	pallet racking uprights 18' high x 32" wide @ \$60 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
347	72	N/A	pallet racking load beams @ \$7 ea.			
			Machines Not In Use			
348	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
349	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
350	1	N/A	8' shrink tunnel, c/w variable speed chain roller conveyor	Damark		
	1	N/A	8' infeed chain roller conveyor, variable speed			
	1	N/A	8' outfeed chain roller conveyor, variable speed			
351	1	N/A	milling & drilling machine, (new 2005)	Craftex	30 H977	B0505161
352	1	N/A	2-head mitre saw with drills	Elumatec		
353	1	N/A	2-head mitre saw	Pro-Line		
354	1	N/A	electric reach-truck 2000 lb. cap. (not in working condition)	Clark		
355	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
356	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
			Carts & Racks (counts approximate)			
357	92	N/A	door carts @ \$100 ea.			
358	68	N/A	rail carts @ 100 ea.			
358	166	N/A	stacking racks @ \$100 ea.			
359	23	N/A	z-bar upright carts @ \$50 ea.			
360	2	N/A	hardware carts @ \$50 ea.			
361	108	N/A	10 x 10 hole carts @ \$25 ea.			
362	10	N/A	screen carts @ \$50 ea.			
363	14	N/A	header/sill process carts @ \$25 ea.			
364	18	N/A	mullion trilight frame carts @ \$50 ea.			
365	14	N/A	glass carts @ \$50 ea.			
366	6	N/A	woodcore, frame carts @ \$25 ea.			
367	6	N/A	woodcore, core carts @ \$250 ea.			
368	6	N/A	kick plate carts @ \$25 ea.			
369	39	N/A	sashing carts @ \$25 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ALUMINART PRODUCTS LIMITED 1 SUMMERLEA RD., BRAMPTON, ONTARIO SECTION 2 - ITEM NUMBER 370:						
			PRO-LINE AUTOMATION CUSTOM MACHINERY, EQUIPMENT & TOOLING TO MFR. A RETRACTABLE SCREEN PRODUCT LINE			
370	1		Complete parcel of Pro-Line Automation Systems Ltd. custom machinery, equipment, and tooling to manufacture the proprietary retractable screen product line, per Pro-Line Automation Systems Ltd. February 2007 invoice, number 09879-07, (copy enclosed), including the following:			
	1	RSS1	up-cut saw, c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor	Pro-Line	Pro-Cut SSU-100D	88783
	1	N/A	servo controlled automatic self-positioning length gauge, c/w: (2) backfence (infeed and Pro-Stop	Pro-Line	Pro-Stop 10A	88784
	1	RSS2	vertical double mitre saw c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor (2) backfence (infeed & length gauge (1) mitre block (for length gauge)	Pro-Line	DMV-210	88644
	2	N/A	six-station punch dies	Pro-Line		
	2	N/A	three-station punch dies	Pro-Line		
	1	RSS3	acoustically enclosed hydro pneumatic end milling machine, c/w: (1) spraymist lubrication system (1) custom carbide cutter stack (1) custom contoured clamping fixture to accommodate six profiles at a time	Pro-Line	Pro-Fab MM-8P	88766
	1	RSS4	custom programmable single-head CNC routing machine, c/w: (1) implementation of digital readout of centering device (1) screen table	Pro-Line	CNR-700	88750

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.	Orderly Liquidation Value (CAD \$)
370 cont	1	RS11	4-head drilling machine, header/sill/ jamb, all	Pro-Line	AD-42	88786	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ARCOR WINDOWS & DOORS INC. 55 INNOVATION DR., FLAMBOROUGH, ONTARIO ITEM NUMBERS 1 TO 127:						
1	1	BEND	hot air vinyl bending system (new ca. 2000)	Witte	WL-3M	WNA-00605
2	1		Complete glass cutting line, including the following:			
	1	BGCT-1073	automatic glass cutting table, approx. 9' x 13', c/w GE Fanuc Series OM control (ca. 1998)	Billco	CNC560	W.O. 97126
	1	GCT1-1048	break-out air float table, approx. 7' x 13'6" (new 1986)	Rodrigue		A606
	1	GCT2-1049	free-fall air float table, approx. 9'6" x 14'	Besten	SBOT	53-105-0378
	1	GCT3	glass cutting air float table, approx. 10' x 12'			
	7	N/A	free-fall glass racks	Roll-Tech		
3	1	CC1-1014	corner cleaner, (new 1987)	Urban	SV300/2	30206
4	1	CC2-1013	corner cleaner, (new 1988)	Urban	SV300/2	30191
5	1	CC3	corner cleaner, (new ca. 2000)	Pro Line	Pro-Clean CC300	87299
6	1	CM-1050	20 h.p. rotary screw air compressor	Hydrovane	SR6600 MK3	14HV208319
7	1	CM-3	piston air compressor, 25 h.p., 2-stage	Champion	HRA24-12 (reported)	R0026849 (reported)
8	1	CR-1	3-tonne overhead bridge crane, single-girder, 48' span, c/w Vulcan 3-ton elec. chain hoist, & extrusion lift cradle	Munck		98-2685
9	1	CR-2	3-tonne overhead bridge crane, single-girder, c/w Vulcan 3-ton elec. chain hoist	Munck		002829
10	1	CV4R-1038	finished window vertical roller conveyor system			
11	1	D1-1019	multiple spindle drill	ARO / GY-Roll		4700-3
12	1	D2-1032	drill press	Rexon		
13	1	D3-1090	tall screen pin drill	Delta	Cat. # 11-960C	9423
14	1	DC-2	2.5 h.p. dust collector (1991)	Toolux	SDC-2042	--4477

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
15	1	DC-3	3 h.p. dust collector	Cantek	UFO-102B	4005
16	1	DC-4	3 h.p. dust collector	Cantek	UFO-102B	4004
17	1	DC-5	3 h.p. dust collector	Cantek	UFO 102B	
18	1	DC-6	5 h.p. dust collector	Cantek	UFO 103B	13
19	1	DC-8	dust collector, single bag (new 1997)	King	KC-310-8C	709208
20	1	DC-9	dust collector, (new 2000)	King	KC-4043C	
21	1	DOOR-LINE	door tilt assembly line, (4) stations, (new ca. 2000)			
22	1	DRY-1082	refrigerated compressed air dryer, c/w Envirosave unit & 2 filters	Vanair	RAD-75, 115-1-60X	98P1A-VJ599-10A
23	1	N/A	air glide application table, approx. 84" x 84" (ca. 2007)	Edgetech I.G. Inc.	E-3000	0043
24	1	GW-1005	glass washer, 84" wide, 6-brush, c/w 4' x 8' caster table outfeed, (new ca. late 1970's)	Somaca	GW-8846-6 (reported)	45486 (reported)
	1	PUMP-DET	glass washer detergent pump	Graymills (reported)		
	1	PUMP-DET-1	glass washer pump	Graymills (reported)	TN36-F (reported)	
	1	PUMP-PRE-WASH	glass washer pre wash pump	Monarch (reported)	ACE-S75SD (reported)	1900 (reported)
	1	PUMP-RINSE	glass washer rinse pump			
	1	G-ETCH	glass etching machine	Matthews	Air Grit 7650	D2713-901
25	1		Complete insulating glass unit fabricating line, including the following:			
	1	IG-ASSY	insulating glass unit vertical assembly line, (new ca. 2000), including: 1st. station: type rack muntin dual servo, 1.6 x 3.6, ser. no. 1944 2nd. station: type automatic assembly, 1.6 x 3.0, ser. no. 1945 3rd. station: roller press 4th. station: type rack motorized, 1.6 x 3.6, ser. no. 1946	William Design Ltd.	"Superfast" I.G. Line	ref. no. AQ1900
	1	AGF-HS	high speed Argon fill station	FDR	RSGZ90	5199 (reported)
	1	GM-QUAD	automatic sealant applicator (new ca. 2000)	Spadix	Quad Seal	
	1	GM2	gunning machine, hot melt sealant application system, (new ca. 2000)	Graco	STE55 (Spadix)	000424 (Spadix)

Tcl No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
25 cont	1	LINER STRIP-PER-1	roller liner stripper	Edgetech		LS2391
	1	SST1	Super Spacer table, 96" x 105"	Glassroll Fabrication		CP/7800 (reported)
	1	SSTA	automatic spacer applicator, (new ca. 2000) c/w: (1) 5' x 8' air infeed table (1) 5' x 8' 9-belt infeed conveyor, ser. no. D962 (1) 5' x 8' 9-belt outfeed conveyor, ser. no. D962	LaFond	BEAM	D962
	1	N/A	lot, various caster tables, & any related auxiliary equipment, electrics, & controls, etc.			
	1	TGST-1047	triple glaze spacer table	Arcor		
26	1	LT-1027	propane forklift truck (in outside yard, out of service)	Clark	C500-S80 (reported)	685-0081-7419-K0F (reported)
27	1	LT-2	propane forklift truck, triple mast, side-shifter, pneum. tires	Nissan	PJ02A25PV	chassis # PJ02-9H7245
28	1	M1-1018	pull rail milling machine	Preston	6F600 (reported)	5051
29	1	N/A	2 h.p. dust collector	Toolbox	SDC-2042	
30	1	M3	end milling machine (new ca. 2000)	Pro-Line	MM2	87211
31	1	MIG-2	MIG welder	Esab	Migmaster 250	MALJ108012
32	1	MILL-ING-1	vertical milling machine	Long Chang	LC-1-1/2VS	76069234
33	1	OH-1054	¼ ton overhead elec. hoist	Budgit	1151116	257523
34	1	P18	window line punch	Pro Line		
35	1	P19	door sweep punch	Pro Line		
36	1	P4-1004	sash drain hole and EOL drain punch	APB		6409 Frame 6414 Die
37	1	P7-1016	Regal trim punch	Arcor		die # 29
38	1	P8-1012	Marquis DH frame balance shoe knock-out	Alloy & Copp		8294
39	1	P9-1010	Rel / Mol weep punch	Alloy & Copp		
40	1	PAINT	paint booth, approx. 18' x 37' x 10' H., (new ca. 2003)	Supreme Air System	SAE27DN (reported)	030703 030711 (reported)
41	1	PAINT SHAK-ER-2	paint shaker	Broncorp	Cyclone M232	043737
42	1	PALLET TRUCK-1	pallet truck	Mahaffy	Pallet Wrangler 90	117881

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
43	1	N/A	lot, allowance for assorted contents of storage trailers, including:			
	1	PS-1053	wrapping machine	Muller	LP800	8030989
	1	PS-V	door wrapper	Muller	2201	A3800195
	1	N/A	lot, misc. racks, & equipment			
44	1	RI2	door profile router, 5 kw. (new 1988)	Becz Machine	762	20703
45	1	RI3	manual double template copy router (new ca. 2000)	Pro-Line	CR700	87210
46	1	RI4	Valcor tilt latch router	Vega Automation	1617 EVS Bosch routers	
47	1	RI6	door wood jamb router			
48	1	R21	pivot pin router			
49	1	R2-1021	multi-point lock router (new 1987)	Giovanini	COPY-S	6578
50	1	R3-1022	single-head copy router (new ca. mid 1980's)	Wegoma	AKF-226	2266703
51	1	R5-1024	twin-head auto router	AMTD	DR2/2	
52	1	R9	MDH pull rail milling machine		cat. # 5670 (reported)	608A4994501 20 (reported)
53	1	S1-1003	twin-head compound mitre saw (new 1988)	Elumatec	DG104	25401
54	1	S10-1063	vinyl grid milling machine/saw	AMTD	M300L	722
55	1	S12-1042	compound mitre saw	DeWalt	705-04 type 3	1786
56	1	S15-1060	door cutting panel saw (horiz/vert)	Safety Speed Cut	H-4	R-96
	1	S15-1060-SAW	circular saw, 2.5 h.p.	Milwaukee	6410	771A49524 0080
57	1	S19	metal cutting band saw	King	KC128-C	055489
58	1	S2-1002	2-head brick mould mitre saw	Emmegi	TRD450 LINEA	141479
59	1	S21	10" mitre saw	Delta	MS210	
60	1	S24	wood cutting table saw	Delta	36-944C	99K70763
61	1	S27	mitre saw	Pro-Line	CS25	87246
62	1	S28	14" steel cutting chop saw	DeWalt	D870-04	25116
63	1	S29	12" mitre saw	DeWalt	DW705	202774
64	1	S3-1244	mitre saw c/w roller conveyor, pneum. stop, & DRO	Elumatec	MGS-72	33424
65	1	S31	12" mitre saw	DeWalt	DW705	71683
66	1	S32	12" mitre saw	DeWalt	D704-04	1164
67	1	S33	12" mitre saw	DeWalt	DW705	202768
68	1	S38	table saw (new 2002)	General	50-250 M1	50681402
69	1	S39	10" compound mitre saw	Delta	36-240C	K0048
70	1	S4-1245	10" mitre saw, c/w 10' roller conveyor, length stop, & DRO	Delta	MS250	040652QC

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
71	1	S41	10" mitre saw	Delta	MS250	036353QC
72	1	S44	10" mitre saw	Delta	MS210	055658.Q
73	1	S47	10" compound mitre saw	Makita	LS1013	48043A
74	1	S48	10" mitre saw	Delta	MS210	T1-0156 26QC
75	1	S9-1062	aluminum spacer saw c/w (2) IGE notchers, (new 1992)	Wegoma	TS250	2502704
76	1	SAF-1	automatic feed saw, c/w E700 control, & (7) pairs of fixtures, etc., (new ca. 2000)	Pro-Line	AF220	87253
77	1	SCR1-1046	screen roller and table			
78	1	SCR2	screen roller and table			
79	1	S-RAD-1	radial arm saw c/w roller conveyor	Delta	33-990C	91L74755
80	1	S-RT	round top saw	Makita	LS1440	
81	1	W1-1001	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202605
82	1	W2-1249	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202604
83	1	W4-1247	twin-head welder (new ca. mid 1980's)	Wegoma	520L	
84	1	W5-1246	twin-head welder	AMTD	AMTD 2P	ARC 2PW
85	1	W7-1085	twin-head welder (new ca. 2000)	Pro-Line	Pro-Weld TH21	87400
86	1	W8	single-head multi-angle welder, (new 1984)	Urban	AKS 3605	10519
87	1	W9	twin-head welder (new ca. 1999)	Pro-Line	Pro-Weld TH21	87271
88	1	N/A	platform scale, 800 lb. cap.	Toledo		
89	35	N/A	(approx.), work-in-process carts @ \$25 ea.			
90	95	N/A	(approx.), extrusion racks on casters, 15' x 3' x 4' @ \$150 ea.			
91	1	N/A	mobile stock ladder			
92	6	N/A	L-racks @ \$150 ea.			
93	1	N/A	2-tier glass rack, 5'			
94	1	N/A	mobile stock ladder			
95	21	N/A	(approx.), window carts on casters, 7' x 3' x 45" @ \$150 ea			
96	2	N/A	A-frame racks on casters @ \$200 ea.			
97	2	N/A	misc. carts			
98	11		(approx.), window carts @ \$50 ea			
99	2	N/A	bar code scanners @ \$300 ea.	Symbol	DMX-1-4208	
100	1	N/A	mezzanine, approx. 43' x 50' x 11'			
101	1	N/A	mezzanine, app. 21' x 34' x 11'			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
102	1	N/A	mobile stock ladder			
103	1	N/A	3-section storage rack			
104	2	N/A	cantilever racks, 4' x 4.5' x 8' @ \$300 ea.			
105	6	N/A	stacking racks, 52" x 5' @ \$50 ea.			
106	1	N/A	mobile stock ladder			
107	1	N/A	mezzanine, approx. 24' x 75' x 13'			
108	1	N/A	mezzanine, approx. 24' x 50' x 13'			
109	1	N/A	pallet truck	Wrangler	90	
110	1	N/A	mobile stock ladder			
111	20	N/A	bays of pallet racking			
112	2	N/A	pallet trucks @ \$150 ea.			
113	1	N/A	stock ladder			
114	6	N/A	bays of pallet racking			
115	1	N/A	stock ladder			
116	1	N/A	lot, 10 section of shelving, & assorted cabinets			
117	3	N/A	aluminum ladders			
118	13	N/A	(approx.), I.G. unit carts @ \$50 ea.			
119	10	N/A	(approx.), harp carts, 60-section @ \$200 ea.			
120	2	N/A	A-frame glass racks @ \$200 ea			
121	1	N/A	forklift attachment	Kleton		
122	1	N/A	12' glass lifting bar w/ straps			
123	2	N/A	dump hoppers @ \$250 ea.			
124	1	N/A	lot, allowance for misc. tools & equipment, carts, racks, work benches, office equipment, etc., (including in outside yard)			
125	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH44S	88919
126	1	N/A	CNC corner cleaner, 6-axis, & tilt latch routing machine (new 2009)	Pro-Line	Pro-Clean CNC600	89029
127	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH88S	88592

DESCRIPTION OF ASSETS

Itemized Items	
	Honda GX 200 Power Washer -- s/n PUG25018.68
	Air pressure tank -- 200 psi
	Hydrovane 15hp compressor -- s/n HV8280
	Kaeser ASC25 air compressor -- s/n 1008
	Westinghouse 500 volt power panel
	Milleromatic Arc welder -- s/n LC686595
	Maintenance hand tools
	JET 14MF Drill press -- s/n 20134
	Metal cutting band saw -- K1150 -- s/n 83982
	Makita grinder -- s/n 20341
	30 saw blades
	Lincoln Electric ED700010 continuous feed welder -- s/n E040887
	Strapping machine
	Strapping machine
	Shipping scanner
	Rotating crating table
	Stationary crating table
	Staple gun
	Low E detector
	Radial arm saw (Crating)
	Prep table with measuring sloop
	Cartboard recycling trolley
	Screen centre -- air assist
	Screen bar racks (2)
	Screen hardware rack (1)
	Manual screen assembly table
	Manual screen assembly table
	Aluminum dies
	Extended glazing racks with glazing platforms
	Extended glazing racks with glazing platforms
	Suction cups (5 sets)
	Patio door assembly table

	Patio door assembly table
	Scanning computer (Glazing) and computer scanning station
	Union Power Tools 3x10 10" tilting saw - s/n 901514
	General Saw Model 450 saw with measured stop runoff table - s/n L618
	Rotating assembly table
	Craftsman hand sander
	Orbital (Bierbug) sander
	Makita router
	Hyster 880XL28C fork lift - s/n D004D103224
	Air driven orbital sander
	Hand drill guns (8) @ \$40 each
	Large staple guns (4) @ \$60 each
	Medium staple gun
	Small staple gun
	Heavy duty clamps (4) @ \$25 each
	Liner shaping peg board
	Shaped line rack
	Delta R8110 drill press - s/n 147-060C
	Western Star - s/n 2WKR0DXH11K98842
	Vinyl liner drill ligs (4) @ \$100 each
	Fixed liner assembly table
	Delta 37-070C variable speed planer & stand - s/n 89918
	Vinyl jamb extension storage rack
	Downsill radial arm saw with taper stop runoff table - s/n 7820081
	Air saw dust collection system
	Wood jamb extension racks
	Metal reinforcing rack
	Vinyl storage and runoff rack
	Allen Bradley metal cutting saw
	Vinyl accessory saw with taper runoff table
	T Multiton punch
	Wegoma P106 End mill - s/n H062N38
	Wegoma AKP106 End mill - s/n 10520287
	T Multiton prep station
	T Multiton punch
	Vinyl storage racks

Procut AF222 -- s/n 88181
Vinyl saw dust air recovery system
Allen Bradley vinyl saw dust air recover system
TY650 Mainframe double drill with measuring tape -- s/n 49827
Punch station
Drain hole punch station
OXOX night lock punch station
Hand night lock punch station
Mainframe night lock punch station
OXOX end mill with vinyl saw dust recovery system
International 5 ton -- s/n 1H73MAAPX3H489171
Wegoma KP220 router -- s/n D650
Ekumeko router with aluminum jigs & auto centering system -- s/n 704462124
Ekumeko 713 router -- s/n 24956
Proline double cut saw with jigs & manual stop runoff -- s/n 86187
Wegoma SD25 vinyl saw -- s/n 050062
Cutoff storage rack
Wegoma 520LV 2 point welder with 6 vinyl welding fixtures -- s/n 5202875
Proline FH44 Proweld with integrated cleaner runoff table -- s/n 88105
2 piece guard rail
T Mullion storage rack
Hand corner cleaner
Air hand drills (3)
Assembly tables (6)
Mainframe assembly storage racks (3)
Rotating assembly table (2)
Hand drill
Large air stapler
Stationary assembly tables (3)
Assembly storage racks (2)
Casement sash assembly station
Air drill
Tool cart
Inventory storage racks (4)

Glazing support racks (5)
Assembly table
Motor glazing stop saws (2)
Manual stop runoff tables (2)
Glazing stop storage racks (3)
12' rolling ladder
8' rolling ladder
Fixed sash assembly tables (3)
Sash storage racks (2)
Profile CNC-30 Proclean CNC - s/n 8218
Prowild FH88 welder - s/n 87738
Urban corner cleaner - s/n 31062
Patio door glass rack
Acculite Bullet glass cutting table, support & cutter and misc. cutting tools
Water schemer & electronic controls
Somapa glass wash - s/n 47889
Roller tables (6) @ \$1000 each
Besten air applicator table for spacers
Sterling 5 ton - s/n 2FZAAG0611A140433
Grid top horizontal/vertical lift matching table
Besten spacer press & heater - s/n 4002204N2
Makita Muntin bar saw
Manual stop runoff table
3 Muntin punches punch station
Muntin racks (4)
Bending & shape muntin bar table
Stand alone muntin bender
Westward drill press - s/n RDM30A
Compound saw
Assembly tables (2)
Storage rack
12 Manifold argon fill station
Heatbuster fan - SP4223
Hand truck
Sash glazing station
Glass storage bins (4) @ \$1,000 each
Strapping station
Home show display
28' Comet - s/n 1C0V28214HS034657

48" Mond - s/n 2MN12316971202301
53" Manac - s/n 2M5821463K1020860
WIP rack (8) @ \$200 each
Vinyl storage racks (3) @ \$1,000 each
Patio door racks (17)
Finished goods racks (42) @ \$800 each
Forfeit cage
Snow plow blade
Storage shed
Stationary glass display rack
Display racks (4)
Tables (6)
Chairs (21)
Locker units (6)
Refrigerator
Microwaves (3)
Air hoses & connectors
Swagole unreefer
Wegons LV2 Special 2 Ft welder - s/n 669476
Western Star - s/n 2WKRD0XH01K968489
Special's assembly table
Makita chop saw
Air drills (2)
Allen Bradley saw
Former
1451 Flexband - 960C
Finished goods carts (16)
A Frames (2)
Vinyl cart carts (33)
Screen carts (2)
Patio door carts (3)
Screen out piece cart
Material handling cart
Glass A Frame
Material refuse bins (2)
Liner carts (4)
T Mullion carts (4)
Vinyl supply carts (8)
Sealed unit carts (13)
Seah carts (17)

	Glazing shop carts (21)
	A Frame glass carts (12)
	Cut glass carts (7)
	Glass feed carts (4)
	Panel door carts (3)
	Service unit carts (3)
	EDP Equipment
	Desks (24)
	Chairs (34)
	Filing cabinets (38)
	Credenzas (5)
	Reception station
	Display
	Reception table
	Boardroom table & 7 chairs

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: <u>NAP Windows & Doors Ltd.</u>		List prepared by: <u>Anubhav Agarwal, VP Finance</u>		FOR BDC USE ONLY	
Address: <u>2150 Enterprise Way, Kelowna, B.C. V1Y 6H7</u>				Branch: <u>Kelowna B.C.</u>	
Location of Assets: <input checked="" type="checkbox"/> as above; or _____		Company Officer's Signature _____		Investigating Officer <u>[Signature]</u>	
Date: <u>November 10, 2009</u>					

ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	FOR ITEMS NOT YET PAID IN FULL, RECORD NAME OF CREDITOR
					IMPACT	PURCHASE		
1	1	Pro-Fab Six Station Punch Die ✓	DIE#1		2008	2009	7,980	
2	1	Pro-Fab Four Station Punch Die ✓	DIE#2		2008	2009	7,680	
3	1	Pro-Fab Three Station Punch Die ✓	DIE#3-1LEFT		2008	2009	7,680	
4	1	Pro-Fab Three Station Punch Die ✓	DIE#3-2RIGHT		2008	2009	7,680	
5	1	Pro-Fab Four Station Punch Die ✓	DIE#4		2008	2009	7,680	
6	1	Pro-Fab Six Station Punch Die ✓	DIE#5		2008	2009	7,980	
7	1	Pro-Fab Six Station Punch Die ✓	DIE#6		2008	2009	7,980	
8	1	Pro-Fab Two Station Punch Die ✓	DIE#7		2008	2009	6,600	
9	1	Custom Drill Stand ✓	DRILLSTATION		2008	2009	3,540	
10	5	Sets of Cutting Fixtures ✓					22,100	
11	2	Sato Label Printer ✓					6,500	
12	4	Sets of Top Clamps ✓					4,160	
13	1	PC including Pro-Opt Optimization Software ✓					6,500	
14	8	Sets of Welding Fixtures ✓					32,110	
15	1	Set of Single Stack Gripper with Top Inserts ✓					6,240	
16	1	Set of Single Stack Cleaner Fixtures with Top Inserts ✓					6,240	
17	1	Set of Raised Scaffing Knives ✓					1,170	
18	2	Barcode Scanner //					3,900	
19	1	PC Including Touch Screen Monitor ✓					4,550	
20	1	Six Axis CNC Controlled Corner Cleaning Machine ✓	CNC-600				110,500	
	1	Set of Carbide Tipped Cutterstack / <u>Good Mill</u> ✓					2,405	

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: <u>Arcor Windows & Doors Inc</u> Address: <u>55 Innovation Drive, Flamborough, ON L9H 7L8</u> Location of Assets: <input checked="" type="checkbox"/> as above; or _____ Date: <u>November 10, 2009</u>				List prepared by <u>Anubhav Agarwal, VP Finance</u> Company Officer's Signature _____				FOR BDC USE ONLY Branch: <u>GROBROOK</u> <u>Shahar</u> Investigating Officer			
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ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	FOR ITEMS NOT YET PAID IN FULL, RECORD NAME OF CREDITOR
					MANUFACT	PURCHASE		
1	5	Pro-Fab Four Station Punch Die	DIE#1,3-5,8		2008	2009	38,400	
2	4	Pro-Fab Six Station Punch Die	DIE#2,9-11		2008	2009	31,920	
3	1	Pro-Fab Seven Station Punch Die	DIE#6		2008	2009	7,980	
4	3	Pro-Fab Three Station Punch Die	DIE#7,12		2008	2009	23,040	
5	1	Pro-Fab Two Station Punch Die	DIE#13		2008	2009	6,600	
6	1	Custom Drill Stand	DRILLSTATION		2008	2009	3,540	
7	5	Four Station Punch Die	PRO-FAB		2008	2009	38,640	
8	1	Programmable Routing Machine	CNR-700		2008	2009	37,200	
9	1	Fixtures for Marquis casement awning			2008	2009	1,980	
10	1	6 Foot Centering Gauge with Flip Stop/OFF Centre Stop			2008	2009	2,460	
11	2	Set of 5 Foot Support Conveyor			2008	2009	780	
12	1	Auto Feed Saw	AF-220		2008	2009	45,500	
13	1	PC incl touch screen, pro-optimization software			2008	2009	8,450	
14	2	Sato label printer			2008	2009	6,500	
15	10	Sets of various fixtures			2008	2009	69,160	
16	2	Quick Change Teflon System with Cartridge			2008	2009	13,000	
17	2	Barcode Scanner			2008	2009	6,500	
18	1	Two Head CNC Corner Cleaner	CNC-23		2008	2009	117,000	
19	1	Six Station Punch Die	PRO-FAB		2008	2009	8,060	
20	1	Digital Length Gauge			2008	2009	4,940	
21	1	Automatic Servo Controlled Self Positioning Gauge	PRO-STOP 10A		2008	2009	12,740	

[illegible]

This is **Exhibit “H”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'G. J. Klaiman', with a horizontal line extending to the right.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Business Development Bank of Canada
Banque de développement du Canada

BDC

GENERAL SECURITY AGREEMENT

THIS AGREEMENT dated June 5, 2009

BETWEEN:

ARCOR WINDOWS & DOORS INC.

(the "Borrower")

AND:

BUSINESS DEVELOPMENT BANK OF CANADA, with a branch office at 1243 Islington Avenue,
 suite 1001, Etobicoke, Ontario, M8X 1Y9

(the "Bank")

1. SECURITY INTEREST

(You, as the Borrower, will grant to the Bank a charge, referred to as a security interest, over all personal property now held or in the future held or acquired by you. You will also grant a charge, referred to as a floating charge, over your complete undertaking. These charges are the security the Bank will hold in consideration of lending you funds or providing the credit facility to you.)

1.1 For consideration the Borrower hereby:

- (a) mortgages and charges as a fixed and specific charge, and assigns and transfers to the Bank, and grants to the Bank a general and continuing security interest in all of the Borrower's present and after acquired personal property including, without limitation:
 - (i) all office, trade, manufacturing and all other equipment and all goods, including, without limitation, machinery, tools, fixtures, computers, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the above (all of which is collectively called the "Equipment");
 - (ii) all inventory, including, without limitation, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, all livestock and their young after conception, all crops and timber, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is collectively called the "Inventory");
 - (iii) all debts, accounts, claims, demands, moneys and choses in action which now are, or which may at any time be, due or owing to or owned by the Borrower and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the debts, accounts, claims, demands, moneys and choses in action (all of which is collectively called the "Accounts");

- (iv) all documents of title, chattel paper, instruments, securities and money, and all other personal property, of the Borrower that is not Equipment, Inventory or Accounts;
 - (v) all patents, trade-marks, copyrights, industrial designs, plant breeder's rights, integrated circuit topographies, trade-names, goodwill, confidential information, trade secrets and know-how, including without limitation, environmental technology and bio-technology, software and any registrations and applications for registration of the foregoing and all other intellectual and industrial property of the Borrower (all of which is collectively called the "Intellectual Property");
 - (vi) all the Borrower's contractual rights, licenses and all other choses in action of every kind which now are, or which may at any time be due or owing to or owned by the Borrower, and all other intangible property of the Borrower, that is not Accounts, chattel paper, instruments, documents of title, Intellectual Property, securities or money;
 - (vii) the personal property described in Schedule "A" attached to this Agreement and all additions thereto and replacements thereof; and
 - (viii) all proceeds of every nature and kind arising from the personal property referred to in this Security Agreement;
- (b) grants to the Bank a general and continuing security interest and charges by way of a floating charge:
- (i) all of the undertaking and assets of the Borrower, of every nature or kind and wherever situate, whether presently owned or hereafter acquired, and all their proceeds, other than its assets and undertakings that are otherwise validly and effectively subject to the charges and security interests in favour of the Bank created pursuant to this Clause 1.1.

1.2 The security interests, mortgages, transfers, assignments, charges, grants and conveyances created pursuant to Clause 1.1 shall be collectively called the "Security Interests", and the property subject to the Security Interests and all property, assets and undertaking charged, assigned or transferred or secured by any instruments supplemental to or in implementation of this Security Agreement are collectively called the "Collateral".

1.3 The schedules, including definitions, form part of this Security Agreement.

2. EXCEPTIONS

(With few exceptions, all of your personal property is subject to the security interests and charges described in Clause 1.1. Only the last day of any lease term and possibly your consumer goods are excepted. Corporations do not hold consumer goods.)

2.1 The last day of the term created by any lease or agreement is excepted out of any charge or the Security Interests but the Borrower shall stand possessed of the reversion and shall remain upon trust to assign and dispose of it to any third party as the Bank shall direct.

2.2 All the Borrower's consumer goods are excepted out of the Security Interests.

3. ATTACHMENT

(Value or consideration has flowed between you and the Bank and the Security Interests in your personal property are complete once you sign this Security Agreement.)

The Borrower agrees that the Security Interests attach upon the signing of this Security Agreement (or in the case of after acquired property, upon the date of acquisition), that value has been given, and that the Borrower has (or in the case of after acquired property, will have upon the date of acquisition) rights in the Collateral and the Borrower confirms that there has been no agreement between the Borrower and the Bank to postpone the time for attachment of the Security Interests and that it is the Borrower's understanding that the Bank intends the Security Interests to attach at the same time.

4. **PURCHASE MONEY SECURITY INTEREST**

(To the extent that the Bank helps you acquire an interest in any personal property, you grant a special security interest to the Bank over that personal property. The special security interest is known as a "Purchase Money Security Interest".)

The Borrower acknowledges and agrees that the Security Interests constitute and are intended to create Purchase Money Security Interests in Collateral to the extent that moneys advanced by the Bank, including all future advances and re-advances, are used or are to be used, in whole or in part, to purchase or otherwise to acquire rights in Collateral.

5. **OBLIGATIONS SECURED**

(The Security Interests and charges you have granted to the Bank secure all indebtedness and all obligations to the Bank.)

This Security Agreement is in addition to and not in substitution for any other security interest or charge now or in the future held by the Bank from the Borrower or from any other person and shall be general and continuing security for the payment and performance of all indebtedness, liabilities and obligations of the Borrower to the Bank (including interest thereon), whether incurred prior to, at the time of or after the signing of this Security Agreement including extensions and renewals, and all other liabilities of the Borrower to the Bank, present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wherever and however incurred, including all advances on current or running account, future advances and re-advances of any loans or credit by the Bank and the Borrower's obligation and liability under any contract or guarantee now or in the future in existence whereby the Borrower guarantees payment of the debts, liabilities and/or obligations of a third party to the Bank, and for the performance of all obligations of the Borrower to the Bank, whether or not contained in this Security Agreement (all of which indebtedness, liabilities and obligations are collectively called the "Obligations").

6. **REPRESENTATIONS AND WARRANTIES**

(You state that you are able to legally grant this Security Agreement to the Bank, it will be binding and the Collateral is not subject to any encumbrances that have not been approved by the Bank. You own the Collateral and nothing prevents you from granting the Security Interests and charges in favour of the Bank. The Bank will rely on all of the following representations and warranties.)

6.1 The Borrower represents and warrants to the Bank that:

- (a) if a corporation, it is a corporation incorporated and organised and validly existing and in good standing under the laws of the jurisdiction of its incorporation; it has the corporate power to own or lease its property and to carry on the business conducted by it; it is qualified as a corporation to carry on the business conducted by it and to own or lease its property and is in good standing under the laws of each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary; and the execution, delivery and performance of this Security Agreement are within its corporate powers, have been authorised and do not contravene, violate or conflict with any law or the terms and provisions of its constating documents or its by-laws or any shareholders agreement or any other agreement, indenture or undertaking to which the Borrower is a party or by which it is bound;
- (b) if it is a corporation, its name as set forth on page 1 of this Security Agreement is its full, true and correct name as stated in its constating documents and if such name is in English, it does not have or use a French language form of its name or a combined English language and French language form of its name and vice versa, and the Borrower has provided a written memorandum to the Bank accurately setting forth all prior names under which the Borrower has operated;
- (c) if it is a partnership, its name as set forth on page 1 is its full, true and correct, and where required or voluntarily registered its registered, name; it is a partnership validly created and organised and validly existing under the laws of the jurisdiction of its creation; it has the power to carry on the business conducted by it; it is qualified as a partnership to carry on the business conducted by it and is in good standing under the laws of each jurisdiction in which the nature of its business makes such qualification necessary; and the execution, delivery and performance of this Agreement are within its powers, have been authorised, and do not contravene, violate or conflict with any law or the terms of its partnership agreement or any other agreement, indenture or undertaking to which the Borrower is a party or by which it is bound, and a complete list of the names, addresses and (if individuals) the dates of birth of the partners of the partnership are set forth on a Schedule attached to this Security Agreement;

- (d) if the Borrower is an individual, that individual's full name and address provided to the Bank are the individual's full and correct name and address and the individual's date of birth as described on the individual's birth certificate a true copy of which has been provided to the Bank or, if no birth certificate issued from any jurisdiction in Canada exists, as described on the documents provided to the Bank is the individual's correct birth date;
- (e) there is no litigation or governmental proceedings commenced or pending against or affecting the Collateral or the Borrower, in which a decision adverse to the Borrower would constitute or result in a material adverse change in the business, operations, properties or assets or in the condition, financial or otherwise, of the Borrower; and the Borrower agrees to promptly notify the Bank of any such future litigation or governmental proceeding;
- (f) it does not have any information or knowledge of any facts relating to its business, operations, property or assets or to its condition, financial or otherwise, which it has not disclosed to the Bank in writing and which, if known to the Bank, might reasonably be expected to deter the Bank from extending credit or advancing funds to the Borrower;
- (g) it has good title and lawfully owns and possesses all presently held Collateral, free from all security interests, charges, encumbrances, liens and claims, save only the Security Interests and the charges or security interests consented to in writing by the Bank, and it has not granted any licenses in or of its Intellectual Property other than as disclosed and consented to by the Bank;
- (h) to the extent that any of the Collateral includes serial numbered goods and motor vehicles which require serial number registration by virtue of the Act and its regulations including motor vehicles, trailers, manufactured homes, mobile homes, boats, outboard motors for boats or aircraft, the Borrower has given the full and correct serial numbers and any Ministry of Transport designation marks or other relevant licensing authority marks of all such Collateral to the Bank;
- (i) the Collateral is and/or will be located at the place(s) described in Schedule "A" and will not be removed from such location(s) without the prior written consent of the Bank;
- (j) this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Borrower, if the Borrower is a corporation, or, if the Borrower is a partnership, of the partners of the Borrower, and all other requirements have been fulfilled to authorise and make the execution and delivery of this Security Agreement, and the performance of the Borrower's obligations valid and there is no restriction contained in the constating documents of the Borrower or in any shareholders agreement or partnership agreement which restricts the powers of the authorised signatories of the Borrower to borrow money or give security; and
- (k) the Borrower's place(s) of business and chief executive office have been correctly provided to the Bank.

7. COVENANTS OF THE BORROWER

(The Security Interests and the Collateral must be protected while the Security Agreement remains in effect. These covenants are your promises to the Bank describing how the Bank's Security Interests will be attended to. You will also covenant to maintain accurate books and records and allow the Bank's inspection. Your promises are found in the Security Agreement and Schedules.)

7.1 The Borrower covenants with the Bank that while this Security Agreement remains in effect the Borrower will:

- (a) promptly pay and satisfy the Obligations as they become due or are demanded;
- (b) defend the title to the Collateral for the Bank's benefit, against the claims and demands of all persons;
- (c) fully and effectually maintain and ensure that the Security Interests are and continue to be valid and effective;

- (d) maintain the Collateral in good condition and repair and provide adequate storage facilities to protect the Collateral and not permit the value of the Collateral to be impaired;
- (e) observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- (f) forthwith pay and satisfy:
 - (i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Borrower shall in good faith contest its obligations so to pay and shall furnish to the Bank such security as the Bank may require;
 - (ii) all security interests, charges, encumbrances, liens and claims which rank or could rank in priority to, or on an equal basis with, any of the Security Interests; and
 - (iii) all fees from time to time chargeable by the Bank arising out of any term of the commitment letter between the Bank and the Borrower including, without limitation, inspection, administration and returned cheque handling fees;
- (g) forthwith pay and satisfy all costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) which may be incurred by the Bank in connection with granting loans or credit to the Borrower, including for:
 - (i) inspecting the Collateral;
 - (ii) negotiating, preparing, perfecting, registering or renewing the registration of this Security Agreement and the Security Interests, any Financing or Financing Change Statement, any modification or amending agreement and other documents relating to the Borrower's obligations, whether or not relating to this Security Agreement;
 - (iii) complying with any disclosure requirements under the Act;
 - (iv) investigating title to the Collateral;
 - (v) taking, recovering, keeping possession and disposing of the Collateral;
 - (vi) maintaining the Collateral in good repair, storing the Collateral and preparing the Collateral for disposition;
 - (vii) any inspection, appraisal, investigation or environmental audit of the Collateral and the cost of any environmental rehabilitation, treatment, removal or repair necessary to protect, preserve or remedy the Collateral including any fine or penalty the Bank becomes obligated to pay by reason of any statute, order or direction of competent authority;
 - (viii) all other actions and proceedings taken to preserve the Collateral, enforce this Security Agreement and of any other security interest held by the Bank as security for the Obligations, protect the Bank from liability in connection with the Security Interests or assist the Bank in its loan and credit granting or realization of the Security Interest, including any actions under the Bankruptcy and Insolvency Act (Canada) and all remuneration of any Receiver (as defined in Article 15 hereof) or appointed pursuant to the Bankruptcy and Insolvency Act (Canada);
 - (ix) any sums the Bank pays as fines, or as clean up costs because of contamination of or from your assets. Further, you will indemnify the Bank and its employees and agents from any liability or costs incurred including legal defense costs. Your obligation under this paragraph continues even after the Obligations are repaid and this agreement is terminated.
- (h) at the Bank's request, execute and deliver further documents and instruments and do all acts as the

Bank in its absolute discretion requires to confirm, register and perfect, and maintain the registration and perfection of, the Security Interests;

- (i) notify the Bank promptly of:
 - (i) any change in the information contained in this Security Agreement relating to the Borrower, its business or the Collateral, including, without limitation, any change of name or address (including any change of trade name, proprietor or partner) and any change in the present location of any Collateral;
 - (ii) the details of any material acquisition of Collateral, including the acquisition of any motor vehicles, trailers, manufactured homes, boats or aircraft;
 - (iii) any material loss or damage to the Collateral;
 - (iv) any material default by any account debtor in the payment or other performance of its obligations to the Borrower respecting any Accounts;
 - (v) any claims against the Borrower including claims in respect of the Intellectual Property or of any actions taken by the Borrower to defend the registration of or the validity of or any infringement of the Intellectual Property;
 - (vi) the return to or repossession by the Borrower of Collateral that was disposed of by the Borrower; and
 - (vii) all additional places of business and any changes in its place(s) of business or chief executive office;
- (j) prevent the Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted by this Security Agreement, from being or becoming an accession to property not covered by this Security Agreement;
- (k) carry on and conduct its business and undertaking in a proper and businesslike manner so as to preserve and protect the Collateral and the earnings, income, rents, issues and profits of the Collateral, including maintenance of proper and accurate books of account and records;
- (l) permit the Bank and its representatives, at all reasonable times, access to the Collateral including all of the Borrower's property, assets and undertakings and to all its books of account and records for the purpose of inspection and the taking of extracts and copies, whether at the Borrower's premises or otherwise, and the Borrower will render all assistance necessary;
- (m) observe and perform all its obligations under:
 - (i) leases, licences, undertakings, and any other agreements to which it is a party;
 - (ii) any statute or regulation, federal, provincial, territorial, or municipal, to which it is subject;
- (n) deliver to the Bank from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral to allow the Bank to inspect, audit or copy them;
 - (iii) all financial statements prepared by or for the Borrower regarding the Borrower's business;

- (iv) such information concerning the Collateral, the Borrower and the Borrower's business and affairs as the Bank may reasonably require;
- (o) with respect to the Intellectual Property, take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property;
- (p) with respect to copyright forming part of the Intellectual Property, provide to the Bank waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work;
- (q) receive and hold in trust on behalf of and for the benefit of the Bank all proceeds from the sale or other disposition of any Collateral;
- (r) consent to the Bank contacting and making enquiries of the Borrower's lessors, as well as municipal or other government officials or assessors; and
- (s) observe and perform the additional covenants and agreements set out in any schedules to this Security Agreement.

7.2 Any amounts required to be paid to the Bank by the Borrower under this Clause 7 shall be immediately payable with interest at the highest rate borne by any of the Obligations until all amounts have been paid.

7.3 This Security Agreement shall remain in effect until it has been terminated by the Bank by notice of termination to the Borrower and all registrations relating to the Security Agreement have been discharged.

8. **INSURANCE**

(It is your obligation to thoroughly insure the Collateral in order to protect your interests and those of the Bank. You will follow the specific requirements of the insurance coverage described in this Clause.)

8.1 The Borrower covenants that while this Security Agreement is in effect the Borrower shall:

- (a) maintain or cause to be maintained insurance on the Collateral with a reputable insurer, of kinds, for amounts and payable to such person or persons, all as the Bank may require, and in particular maintain insurance on the Collateral to its full insurable value against loss or damage by fire and all other risks of damage, including an extended coverage endorsement and in the case of motor vehicles, insurance against theft;
- (b) cause the insurance policy or policies required by this Security Agreement to be assigned to the Bank, including a standard mortgage clause or a mortgage endorsement, as the Bank may require;
- (c) pay all premiums respecting such insurance, and deliver all policies to the Bank, if it so requires.

8.2 If proceeds of any required insurance becomes payable, the Bank may, in its absolute discretion, apply these proceeds to the Obligations as the Bank sees fit or release any insurance proceeds to the Borrower to repair, replace or rebuild, but any release of insurance proceeds to the Borrower shall not operate as a payment on account of the Obligations or in any way affect this Security Agreement or the Security Interests.

8.3 The Borrower will forthwith, on the happening of loss or damage to the Collateral, notify the Bank and furnish to the Bank at the Borrower's expense any necessary proof and do any necessary act to enable the Bank to obtain payment of the insurance proceeds, but nothing shall limit the Bank's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Borrower hereby authorizes and directs the insurer under any required policy of insurance to include the name of the Bank as loss payee on any policy of insurance and on any cheque or draft which may be issued respecting a claim settlement under and by virtue of such insurance, and the production by the Bank to any insurer of a notarial or certified copy of this Security Agreement (notarized or certified by a notary public or solicitor) shall be the insurer's complete authority for so doing.

8.5 If the Borrower fails to maintain insurance as required, the Bank may, but shall not be obliged to, maintain or effect such insurance coverage, or so much insurance coverage as the Bank may wish to maintain.

9. OTHER PROHIBITIONS

(You agree to not encumber your property so as to interfere with the security interests or charges granted to the Bank and you will not dispose of any of the Collateral except inventory disposed of in the ordinary course of your business.)

Without the prior written consent of the Bank the Borrower will not:

- (a) create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, undertakings including without limitation the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests created by this Security Agreement;
- (b) grant, sell, or otherwise assign any of its chattel paper or any of the Collateral except only Inventory that is disposed of in accordance with Clause 10.2; or
- (c) where the Borrower is a corporation
 - (i) repay or reduce any shareholders loans or other debts due to its shareholders; or
 - (ii) change its name, merge with or amalgamate with any other entity;

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

(You will preserve and protect all of the Collateral and not dispose of it without the consent of the Bank. Any sales or other disposition will result in you holding the proceeds in trust for the Bank. Your responsibilities towards the Collateral and any trust proceeds are important to the Bank.)

10.1 Except as provided by this Security Agreement, without the Bank's prior written consent the Borrower will not:

- (a) sell, lease, license or otherwise dispose of the Collateral;
- (b) release, surrender or abandon possession of the Collateral; or
- (c) move or transfer the Collateral from the jurisdictions in which the Security Interests have been perfected.

10.2 Provided that the Borrower is not in default under this Security Agreement, the Borrower may lease, sell, license, consign or otherwise deal with items of Inventory only in the ordinary course of its business and for the purposes of carrying on its business.

10.3 Any disposition of any Collateral, excepting sales of Inventory in the ordinary course, shall result in the Borrower holding the proceeds in trust for and on behalf of the Bank and subject to the Bank's exclusive direction and control. Nothing restricts the Bank's rights to attach, seize or otherwise enforce its Security Interests in any Collateral sold or disposed, unless it is sold or disposed with the Bank's prior written consent.

11. PERFORMANCE OF OBLIGATIONS

(If you do not strictly do all those things that you have agreed to do in this Security Agreement, the Bank may perform those obligations but you will be required to pay for them.)

If the Borrower fails to perform its covenants and agreements under this Security Agreement, the Bank may, but shall not be obliged to, perform any or all of such covenants and agreements without prejudice to any other rights and remedies of the Bank, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) incurred by the Bank shall be immediately payable by the Borrower to the Bank with interest at the highest rate borne by any of the Obligations and shall be secured by the Security Interests, until all such amounts have been paid.

12. ACCOUNTS

(Any dealing with the Collateral that results in an account being created, or proceeds arising, is of particular importance to the Bank. The account, or proceeds, acts in substitution for the Collateral that has been sold, usually inventory. You will protect the account or proceeds in favour of the Bank.)

Notwithstanding any other provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with all or a portion of the Accounts in such manner, upon such terms and conditions and at any time, whether before or after default, as may seem to it advisable, and without notice to the Borrower, except in the case of disposition after default and then subject to the applicable provisions of the Act, if any. All forms of payment received by the Borrower in payment of any Account, or as proceeds, shall be subject to the Security Interests and shall be received and held by the Borrower in trust for the Bank.

13. APPROPRIATION OF PAYMENTS

(The Bank has the right to determine how funds it receives will be applied in relation to your loan facility.)

Any and all payments made respecting the Obligations and monies realized from any Security Interests (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank sees fit, and the Bank may at any time change any appropriation as the Bank sees fit.

14. DEFAULT

(You must comply with the payment and other obligations that you have made in favour of the Bank. You must also strictly satisfy the covenants and agreements that you have made in this Security Agreement. Failure to do so will be considered a default and the Bank will consider its legal remedies and possibly pursue them. This Clause defines the defaults and outlines your obligations.)

14.1 Unless waived by the Bank, the Borrower shall be in default under this Security Agreement and shall be deemed to be in default under all other agreements between the Borrower and the Bank in any of the following events:

- (a) the Borrower defaults, or threatens to default, in payments when due of any of the Obligations; or
- (b) the Borrower is in breach of, or threatens to breach, any term, condition, obligation or covenant made by it to or with the Bank, or any representation or warranty of the Borrower to the Bank is untrue or ceases to be accurate, whether or not contained in this Security Agreement; or
- (c) the Borrower or a guarantor of the Borrower declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of any provisions for relief under the Bankruptcy and Insolvency Act (Canada), the Companies Creditors' Arrangement Act (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment; or
- (d) a receiver, manager, receiver and manager or receiver-manager of all or a part of the Collateral is appointed; or
- (e) an order is made or a resolution is passed for the winding up of the Borrower or a guarantor of the Borrower; or
- (f) the Borrower or a guarantor of the Borrower ceases or threatens to cease to carry on all or a substantial part of its business or makes or threatens to make a sale of all or substantially all of its assets; or
- (g) distress or execution is levied or issued against all or any part of the Collateral; or
- (h) if the Borrower is a corporation and any member or shareholder:
 - (i) commences an action against the Borrower; or
 - (ii) gives a notice of dissent to the Borrower in accordance with the provisions of any governing legislation; or

- (i) if the Borrower is a corporation and its voting control changes without the Bank's prior written consent; or
- (j) the Borrower uses any monies advanced to it by the Bank for any purpose other than as agreed upon by the Bank; or
- (k) without the Bank's prior written consent, the Borrower creates or permits to exist any security interest, charge, encumbrance, lien or claim against any of the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests; or
- (l) the holder of any other security interest, charge, encumbrance, lien or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or
- (m) the Borrower enters into an amalgamation, a merger or other similar arrangement with any other person without the Bank's prior written consent or, if the Borrower is a corporation, it is continued or registered in a different jurisdiction without the Bank's prior written consent; or
- (n) the Bank in good faith and on commercially reasonable grounds believes that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy or removed from the jurisdiction in which this Security Agreement has been registered; or
- (o) the lessor under any lease to the Borrower of any real or personal property takes any steps to or threatens to terminate such lease or otherwise exercise any of its remedies under such lease as a result of any default by the Borrower; or
- (p) the Borrower causes or allows hazardous materials to be brought upon any lands or premises occupied by the Borrower or to be incorporated into any of its assets, or the Borrower causes, permits, or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority; or
- (q) any permit, license, certification, quota or order granted to or held by the Borrower is cancelled, revoked or reduced, as the case may be, or any order against the Borrower is enforced, preventing the business of the Borrower from being carried on for more than 5 days or materially adversely changing the condition (financial or otherwise) of the Borrower's business; or
- (r) if an individual, the Borrower dies or is declared incompetent by a court of competent jurisdiction.

15. ENFORCEMENT

(If a default occurs, the Bank has numerous remedies and legal rights, including enforcement of the Security Agreement according to this Clause. You also have rights, provided by the *Personal Property Security Act* and the common law in your jurisdiction.)

15.1 Upon any default under this Security Agreement the Bank may declare any or all of the Obligations whether or not payable on demand to become immediately due and payable and the Security Interests will immediately become enforceable. To enforce and realize on the Security Interests the Bank may take any action permitted by law or in equity as it may deem expedient and in particular, without limitation, the Bank may do any of the following:

- (a) appoint by instrument a receiver, manager, receiver and manager or receiver-manager (the "Receiver") of all or any part of the Collateral, with or without bond as the Bank may determine, and in its absolute discretion remove such Receiver and appoint another in its stead;
- (b) enter upon any of the Borrower's premises at any time and take possession of the Collateral with power to exclude the Borrower, its agents and its servants, without becoming liable as a mortgagee in possession;
- (c) preserve, protect and maintain the Collateral and make such replacements and repairs and additions to the Collateral as the Bank deems advisable;

- (d) dispose of all or part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Bank may seem reasonable, provided that if any sale, lease or other disposition is on credit the Borrower will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies are actually received;
- (e) register assignments of the Intellectual Property, and use sell, assign, license or sub-license any of the Intellectual Property; and
- (f) exercise all of the rights and remedies of a secured party under the Act and any other applicable laws.

15.2 A Receiver appointed pursuant to this Security Agreement insofar as responsibility for its actions is concerned shall be the agent of the Borrower and not of the Bank and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Bank under this Security Agreement, and in addition shall have power to:

- (a) carry on the Borrower's business and for such purpose from time to time to borrow money either secured or unsecured, and if secured by granting a security interest on the Collateral, such security interest may rank before or on an equal basis with or behind any of the Security Interests and if it does not so specify such security interest shall rank in priority to the Security Interests; and
- (b) make an assignment for the benefit of the Borrower's creditors or a proposal on behalf of the Borrower under the Bankruptcy and Insolvency Act (Canada); and
- (c) commence, continue or defend proceedings in the name of the Receiver or in the name of the Borrower for the purpose of protecting, seizing, collecting, realizing or obtaining possession of or payment for the Collateral; and
- (d) make any arrangement or compromise that the Receiver deems expedient.

15.3 Subject to the claims, if any, of the creditors of the Borrower ranking in priority to this Security Agreement, all amounts realized from the disposition of the Collateral pursuant to this Security Agreement will be applied as the Bank, in its absolute discretion and to the full extent permitted by law, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and its own client basis) incurred by the Bank respecting or incidental to:
 - (i) the exercise by the Bank of the rights and powers granted to it by this Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of the powers granted to it by this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;
- (b) in or toward payment to the Bank of all principal and other monies (except interest) due in respect of the Obligations;
- (c) in or toward payment to the Bank of all interest remaining unpaid respecting the Obligations; and
- (d) in payment to those parties entitled thereto under the Act.

16. GENERAL PROVISIONS PROTECTING THE BANK

(You have granted this Security Agreement to the Bank in consideration by the Bank advancing funds or providing credit or a credit facility to you. The Bank will not be responsible for debts or liabilities that may arise except to the extent that it agrees to be responsible or liable in this Security Agreement. If enforcement becomes necessary, the Bank will act in good faith and in a commercially reasonable manner.)

16.1 To the full extent permitted by law, the Bank shall not be liable for any debts contracted by it during

enforcement of this Security Agreement, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Bank shall manage the Collateral upon entry or seizure, nor shall the Bank be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Bank shall not be bound to do, observe or perform or to see to the observance or performance by the Borrower of any obligations or covenants imposed upon the Borrower nor shall the Bank, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Bank be obliged to keep any of the Collateral identifiable. To the full extent permitted by law, the Borrower waives any provision of law permitted to be waived by it which imposes greater obligations upon the Bank than described above.

16.2 Neither the Bank nor any Receiver appointed by it shall be liable or accountable for any failure to seize, collect, realize, sell or obtain payments for the Collateral nor shall they be bound to institute proceedings for the purposes of seizing, collecting, realizing or obtaining payment or possession of the Collateral or the preserving of any right of the Bank, the Borrower or any other party respecting the Collateral. The Bank shall also not be liable for any misconduct, negligence, misfeasance by the Bank, the Receiver or any employee or agent of the Bank or the Receiver, or for the exercise of the rights and remedies conferred upon the Bank or the Receiver by this Security Agreement.

16.3 The Bank or any Receiver appointed by it may grant extensions of time and other indulgences, take and give securities, accept compromises, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the debtors of the Borrower, co-obligants, guarantors and others and with the Collateral and other securities as the Bank may see fit without liability to the Bank and without prejudice to the Bank's rights respecting the Obligations or the Bank's right to hold and realize the Collateral.

16.4 The Bank in its sole discretion may realize upon any other security provided by the Borrower in any order or concurrently with the realization under this Security Agreement whether such security is held by it at the date of this Security Agreement or is provided at any time in the future. No realization or exercise of any power or right under this Security Agreement or under any other security shall prejudice any further realization or exercise until all Obligations have been fully paid and satisfied.

16.5 Any right of the Bank and any obligation of the Borrower arising under any other agreements between the Bank and the Borrower shall survive the signing, registration and advancement of any money under this Security Agreement, and no merger respecting any such right or obligation shall occur by reason of this Security Agreement. The obligation, if any, of the Borrower to pay legal fees, a commitment fee, a standby fee or administration fees, under the terms of the Bank's commitment letter with the Borrower shall survive the signing and registration of this Security Agreement and the Bank's advancement of any money to the Borrower and any legal fees, commitment fees, standby fees or administration fees owing by the Borrower shall be secured by the Collateral.

16.6 In the event that the Bank registers a notice of assignment of Intellectual Property the Borrower shall be responsible for and shall indemnify the Bank against all maintenance and renewal costs in respect thereof, and any costs of initiating or defending litigation, together with all costs, liabilities and damages related thereto.

16.7 Notwithstanding any taking of possession of the Collateral, or any other action which the Bank or the Receiver may take, the Borrower now covenants and agrees with the Bank that if the money realized upon any disposition of the Collateral is insufficient to pay and satisfy the whole of the Obligations due to the Bank at the time of such disposition, the Borrower shall immediately pay to the Bank an amount equal to the deficiency between the amount of the Obligations and the sum of money realized upon the disposition of the Collateral, and the Borrower agrees that the Bank may bring action against the Borrower for payment of the deficiency, notwithstanding any defects or irregularities of the Bank or the Receiver in enforcing its rights under this Security Agreement.

17. APPOINTMENT OF ATTORNEY

(You appoint the Bank your attorney for specific matters.)

The Borrower hereby irrevocably appoints the Bank or the Receiver, as the case may be, with full power of substitution, as the attorney of the Borrower for and in the name of the Borrower to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Borrower is obliged to sign, endorse or execute and generally to use the name of the Borrower and to do everything necessary or incidental to the exercise of all or any of the powers conferred on the

Bank, or the Receiver, as the case may be, pursuant to this Security Agreement. This grant and authority shall continue and survive any mental infirmity or legal incapacity of the Borrower subsequent to the execution hereof.

18. CONSOLIDATION

(Should you wish to redeem the Security Interest, the Bank may require you to also pay other obligations to it before discharging its Security Interests.)

For the purposes of the laws of all jurisdictions in Canada, the doctrine of consolidation applies to this Security Agreement.

19. NO OBLIGATION TO ADVANCE

(The Bank determines, in the end, whether any advances or further advances under the loan facility will be made.)

Neither the preparation and execution of this Security Agreement nor the perfection of the Security Interests or the advance of any monies by the Bank shall bind the Bank to make any advance or loan or further advance or loan, or extend any time for payment of any indebtedness or liability of the Borrower to the Bank.

20. WAIVER

(Indulgences granted by the Bank should not be taken for granted.)

The Bank may permit the Borrower to remedy any default without waiving the default so remedied. The Bank may from time to time and at any time partially or completely waive any right, benefit or default under this Security Agreement but such waiver shall not be a bar to or a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default under this Security Agreement. No waiver shall be effective unless it is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right shall operate as a waiver of such right or any other right.

21. NOTICE

(This Clause describes how the various notices referred to in this Security Agreement may be given.)

Notice may be given to either party by prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided in this Security Agreement or at such other address as may be given in writing by one party to the other, and any notice if mailed shall be deemed to have been given at the expiration of three business days after mailing and if delivered, on delivery.

22. EXTENSIONS

(Your duties and responsibilities to the Bank remain in place regardless of any concerns you may have about the loan facility or the Bank's actions.)

The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Borrower, the Borrower's account debtors, sureties and others and with the Collateral and other security interests as the Bank may see fit without prejudice to the Borrower's liability or the Bank's right to hold and realize on the Security Interests.

23. NO MERGER

(Except as agreed upon in the Security Agreement or another contract specifically discussing this point, this Security Agreement is an independent obligation on your part.)

This Security Agreement shall not create any merger or discharge of any of the Obligations, or any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may be held by the Bank now or in the future from the Borrower or from any other person. The taking of a judgement respecting any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

24. RIGHTS CUMULATIVE

(This Agreement describes some rights and remedies of the Bank. The Bank also is entitled to rely on all other rights and remedies available to it in law and in any other agreements it has entered into with you.)

The Bank's rights and remedies set out in this Security Agreement, and in any other security agreement held

by the Bank from the Borrower or any other person to secure payment and performance of the Obligations, are cumulative and no right or remedy contained in this Security Agreement or any other security agreements is intended to be exclusive but each will be in addition to every other right or remedy now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Borrower and the Bank that may be in effect from time to time.

25. ASSIGNMENT

(Should the Bank assign or transfer or otherwise deal with this Security Agreement on its own behalf, you agree that the Security Agreement shall remain binding and effective upon you.)

The Bank may, without notice to the Borrower, at any time assign or transfer, or grant a security interest in, all or any of the Obligations, this Security Agreement and the Security Interests. The Borrower agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Bank's rights and remedies under this Security Agreement and the Borrower will not assert as a defence, counterclaim, right of set-off or otherwise any claim which it now has or may acquire in the future against the Bank in respect of any claim made or any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the assigned Obligations to the assignee, transferee or secured party, as the case may be, as the said Obligations become due.

26. SATISFACTION AND DISCHARGE

(Until this Security Agreement is terminated and any registrations relating to it are discharged, the Security Agreement will remain effective even though the indebtedness to the Bank may have been paid.)

Any partial payment or satisfaction of the Obligations, or any ceasing by the Borrower to be indebted to the Bank shall not be a redemption or discharge of this Security Agreement. The Borrower shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations, and upon written request by the Borrower and, subject to applicable law, payment to the Bank of an administrative fee to be fixed by the Bank and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Bank in connection with the Obligations and such release and discharge. The Borrower shall, subject to applicable law, pay an administrative fee, to be fixed by the Bank, for the preparation or execution of any full or partial release or discharge by the Bank of any security it holds, of the Borrower, or of any guarantor or covenantor with respect to any Obligations.

27. ENVIRONMENT

The Borrower represents and agrees that:

- (a) it operates and will continue to operate in conformity with all applicable environmental laws, regulations, standards, codes, ordinances and other requirements of any jurisdiction in which it carries on business and will ensure its staff is trained as required for that purpose;
- (b) it has an environmental emergency response plan and all officers and employees are familiar with that plan and their duties under it;
- (c) it possesses and will maintain all environmental licences, permits and other governmental approvals as may be necessary to conduct its business and maintain the Collateral;
- (d) there has been no complaint, prosecution, investigation or proceeding, environmental or otherwise, respecting the Borrower's business or assets including without limitation the Collateral;
- (f) it will advise the Bank immediately upon becoming aware of any environmental problems relating to its business or the Collateral;
- (g) it will provide the Bank with copies of all communications with environmental officials and all environmental studies or assessments prepared for the Borrower and it consents to the Bank contacting and making enquiries of environmental officials or assessors;
- (h) it will from time to time when requested by the Bank provide to the Bank evidence of its full compliance with the Borrower's obligations in this Clause 27.

28. ENUREMENT

This Security Agreement shall enure to the benefit of the Bank and its successors and assigns, and shall be binding upon the Borrowers and its heirs, executors, administrators, successors and any assigns permitted by the Bank, as the case may be.

29. INTERPRETATION

29.1 In this Security Agreement:

- (a) "Collateral" has the meaning set out in Clause 1 and any reference to the Collateral shall, unless the context otherwise requires, be deemed to be a reference to the Collateral in whole or in part;
- (b) "the Act" means the *Personal Property Security Act* of the province in which the branch of the Bank is located, as described on page 1 of this Security Agreement, and all regulations under the Act, as amended from time to time.

29.2 Words and expressions used in this Security Agreement that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined in this Security Agreement or unless the context otherwise requires.

29.3 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause of this Security Agreement.

29.4 The headings used in this Security Agreement have been inserted for convenience of reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

29.5 This Security Agreement shall be governed by the laws of the province referred to in subclause 29.1(b). For enforcement purposes, the Borrower hereby attorns to the jurisdiction of the courts and laws of any province, state, territory or country in which the Bank enforces its rights and remedies hereunder.

30. COPY OF AGREEMENT AND FINANCING STATEMENT

The Borrower:

- (a) acknowledges receiving a copy of this Security Agreement; and
- (b) if the Act so permits, waives all rights to receive from the Bank a copy of any financing statement or financing change statement filed, or any verification statement or other document received at any time respecting this Security Agreement.

31. TIME

Time shall in all respects be of the essence.

32. INDEPENDENT ADVICE

The Borrower acknowledges having received, or having had the opportunity to receive, independent legal and accounting advice respecting this Security Agreement and its effect.

33. PARENTHETICAL COMMENTS

The Borrower acknowledges and agrees that the comments in parentheses are intended to provide a brief but not thorough indication of the intent of the legal provisions that follow in each subsequent clause, and do not form part of this Security Agreement.

34. THE COMMITMENT LETTER

The Bank has extended an offer of financing or a commitment letter to the Borrower relating to the loan facilities secured by this Security Agreement. The Borrower acknowledges and agrees that in the event of any discrepancy between any term of this Security Agreement and any term of the commitment letter, the terms of the commitment letter shall apply and take precedence over the terms of this Security Agreement.

IN WITNESS WHEREOF the Borrower has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

ARCOR WINDOWS & DOORS INC.

Per:  _____

Name: Frank Raponi

Title: President and Secretary

I have the authority to bind the Corporation.

SCHEDULE "A"**Subclause 1.1(a):**

1. the following specific items, even though they may be included within the descriptions of Collateral (insert description by item or kind):

2. the following serial numbered goods:

Serial No. (re motor vehicles & trailers, etc.)

Year

Make and Model

3. Location(s) of the Collateral:

55 and 71 Innovation Drive
Flamborough, Ontario
L9H 7L8

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ALUMINAKI PRODUCTS LIMITED 1 SUMMERLEA RD. BRAMPTON, ONTARIO SECTION 1 - ITEM NUMBERS 128 TO 369:-						
			Z-Bar Department			
128	1	ZB1	15-ton OBI punch press, 1-cavity die, mortise press dd kit	Famco		
129	1	ZB2	8-ton punch press, 1-cavity die, z-bar mortise press	Alceco	8-1P	212
130	1	ZB3	15-ton OBI punch press, new z-bar press	Rousselle	No. 2	722
131	1	ZB4	Uni pneumatic punch press, 6-hole punch z-bar, c/w (6) Unitool punches, 80" W.	Whiting	Multi Punch	
132	1	ZB5	Uni pneumatic punch press, 6-hole punch sweeps & dd kit, c/w (6) Unitool punches, 96" W			
133	1	ZB6	OBI punch press, 4-cavity die century box sweep, air clutch	Brown Boggs	13L	
134	1	ZB7	15-ton OBI punch press, 2-cavity die, 1" wood core box sweep	Rousselle	2E	18246
135	1	ZB8	15-ton OBI punch press, 1-cavity die, wood core-face sweep	Famco	55A	
136	1	ZB9	20-ton OBI punch press, 8-cavity die, wood core box sweep	Brown Boggs	S13LW	68350
137	1	ZB11	20-ton OBI punch press 1-cavity die, 1-1/2" z-bar header, w/ punches	Brown Boggs	13L	CH10006
138	1	ZB12	20-ton OBI punch press, c/w air clutch, 1-cavity die, 2" w/ z-bar header	Rousselle	No. 3	
139	1	ZB13	40-ton OBI punch press, 6-cavity die, 2" pre-hung header	Blow	No. 4	
140	1	ZB14	20-ton OBI punch press, 6-cavity die, 1-1/2" pre-hung header	Brown Boggs	13LW	66461
141	1	ZB15	5-ton punch press, 2-cavity die, 2" header	Famco	No. 51	
142	1	ZB16	20-ton punch press, 1-cavity die, 1" z-bar header, C-frame, w/ drill	Alceco	15-1P	196
143	1	ZBS1	radial arm pull saw, w/ coolant	Delta	MX3	3135
144	1	ZB17	5-ton punch press, 3-cavity die, L-sweep	Alva Allen		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
145	1	N/A	5-ton punch press	Alva Allen		
146	1	ZB18	10-ton OBI punch press, 1- cavity die, z-bar hinge punch	Brown Boggs	11LW	
147	1	ZB19	screw cap cover packaging table 36" x 96"			
148	1	ZB20	z-bar hinge assembly table 36" x 96"			
149	1	ZB21	z-bar hinge assembly table 36" x 96"			
150	1	ZB22	z-bar hinge assembly table 36" x 96"			
151	1	ZB23	double z-bar packaging table 60" x 90"			
152	1	ZB24	single z-bar packaging table 27" x 90"			
153	1	ZB25	single z-bar packaging table 27" x 90"			
154	1	ZB26	z-bar Schlegel table 36" x 48"			
155	1	ZB27	z-bar box table			
156	1	N/A	lot, of pallet racking, including (12) uprights, & 48 load beams			
			Woodcore Department			
157	1	WC1	15-ton OBI punch press, 2- cavity die	Rousselle	No. 2E	18947
158	1	WC2	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
159	1	WC3	5-ton punch press, 8-cavity die	Azimuth	4SP	2458
160	1	WC4	5-ton punch press, 6-cavity die	Alva Allen	BT-5	6250025
161	1	WC5	5-ton punch press, 4-cavity die	"Haas"		
162	1	WC6	4-ton punch press, 1-cavity die	Alceco	4-1P	1548
163	1	WC7	multi 5-head air press, 7.5' L.			
164	1	WC8	5-ton punch press, 2-cavity die	"Haas"		
165	1	WC9	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
166	1	WC10	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
167	1	WC11	5-ton punch press, 1-cavity die	Rousselle	No. 0E	22493
168	1	WC12	work table 36" x 84"			
169	1	WC13	window frame assembly table 36" x 84"			
170	1	WC14	security grid assembly table 36" x 96"			
171	1	WC15	door assembly table 29" x 72"			
172	1	WC16	door assembly table 29" x 72"			
173	1	WC17	swivel table 36" x 68"			
174	1	WC18	swivel table 36" x 68"			
175	1	WC31	V-notch mitre saw	Sampson	MN150-12	2965
176	1	WC32	triple-head mitre saw	LeTarte	Econ-O-Mitre THM12	0688008
177	1	WC33	radial arm saw w/ coolant	Rockwell	14-RAS	J16005

Tcl No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
178	1	WCS4	double-head mitre saw, w/ length stop & worktable	Stone Mny.	DM10	0460
179	1	WCS5	panel saw c/w router attachment	Safety Speed Cut	SR5	42103
180	1	WCS6	1 h.p. dust collector	Jet	DC650	
181	1	N/A	2-bay pallet rack			
182	1	N/A	Schlegel weatherstrip inserter			
			Mullion Department			
183	1	ML1	milling machine w/ drill	Wegoma		
184	1	ML2	milling machine w/ drill (new 1984)	Wegoma	AK255	84206
185	1	ML3	milling machine w/ drill (new 1996)	Wegoma	AK255.3	26469
186	1	ML4	10-ton punch press, 8-cavity die	Alceco	6-1P	659
187	1	ML5	4-ton punch press, 2-cavity die	Alceco	4-1P	1792
188	1	ML6	pneumatic milling machine			
189	1	ML7	5-ton punch press, 1-cavity die	Rousseile	0E	AE10664
190	1	ML8	10-ton OBI punch press, 8-cavity die	Rousseile	No. 1A	16122
191	1	ML9	5-ton punch press, 4-cavity die	Alva Allen	BT-5	KFF38182
192	1	ML10	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	CHL0010
193	1	ML11	custom milling machine for weep hole	Rouse	Precision Miller	
194	1	ML12	vertical 3-lite assembly fixture			
195	1	ML13	3-lite assembly table			
196	1	MLS1	radial arm saw w/ coolant	Rockwell		2917-B
197	1	MLS2	custom milling machine (6) pcs at-a-time			
198	1	MLS3	custom milling machine (3) pcs at-a-time			
199	1	MLS4	double-head straight cut saw			
	1		Screen Department			
200	1	SC1	weather strip inserter, woodcore screen rail Schlegel machine			
201	1	SC2	1 lite assembly table view & vent housing			
202	1	SC3	20-ton punch press, 3-hole punch view & vent housing	Brown Boggs	13LW	12723
203	1	SC4	5-ton punch press, 1-cavity die	Alva Allen	BT-5	AGH36530
204	1	SC5	view and vent assembly table			
205	1	SC6	5-ton punch press, 2-cavity die	Alva Allen	BT-5	FGH56908
206	1	SC7	Uni punch press, 1-hole punch custom view & vent housing	Multicyl		
207	1	SC8	5-ton punch press, (1) die, light slide bar			
208	1	SC9	5-ton punch press, (1) die, woodcore screen punch	Alva Allen	BT-5	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
209	1	SCS1	radial arm saw w/ coolant, V & Vent/Screen Rail	Rockwell	14-RAS	HR3019
210	1	SCS2	V-notch mitre cut saw Woodcore screen Frame	Sampson	MN-12	6368
211	1	SC10	view and vent assembly table			
212	1	SC11	view and vent screen cutting table 48" x 126"			
213	1	SC12	view and vent screen table 25" x 73"			
214	1	SC13	screen table 48" x 96"			
215	1	SC14	screen table 48" x 96"			
216	2	SC15	screen tables 54" x 115" w/ articulating arm @ \$300 ea.	Screen Centre		
217	1	SC16	Woodcore screen table 24" x 72"			
218	1	SC17	2-lite screen assembly table 44" x 77"			
219	1	SC18	2-lite screen assembly table 50" x 36"			
			Sashing Department			
220	1	SA1	5-ton punch press, 1-cavity die, operating CMR	Alva Allen	BT5	
221	1	SA2	5-ton punch press, 4-cavity die, 2 pr handles	Alva Allen	BT5	FGH56897
222	1	SA3	20-ton OBI punch press, 4-cavity die operating handles	Brown Boggs	13LW	12382
223	1	SA4	4-ton punch press, 2-cavity die, operating heights	Alceco	4-1P	1083
224	1	SA5	27-ton punch press, 1-cavity die, woodcore handles	L & J	No. 3-1/2	35109
225	1	SA6	weatherstrip insertion table			
226	1	SA7	sashing assembly table 66" x 32"			
227	1	SA8	sashing assembly table 66" x 32"			
228	1	SA9	sashing assembly table 66" x 32"			
229	1	SA10	sashing assembly table 66" x 32"			
230	1	SA11	sashing assembly table 66" x 32"			
231	1	SAS1	radial arm saw	Rockwell	14-RAS	FU6417
232	1	SAS2	V-notch mitre cut saw	Sampson	MN150	4178
233	1	SAS3	V-notch mitre cut saw	Sampson	MN150	4179
234	1	SA12	schedule table 44" x 27"			
235	1	SA13	pre-assembly sash parts table 48" x 60"			
236	1	SA14	pre-assembly sash parts table 60" x 30"			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
237	1	SA15	pre- assembly sash parts table 24" x 84"			
238	1	SA16	1-lite assembly table 72" x 39"			
239	1	SA17	1-lite assembly table 72" x 39"			
240	1	SA18	1-lite assembly table 72" x 39"			
			Retractable Screen			
241	1	RS1	10-ton OBI punch press, 6-cavity die sill cash & carry	Brown Boggs	11L	
242	1	RS2	5-ton punch press, 6-cavity die header cash & carry	Alva Allen	BT5	
243	1	RS3	5-ton punch press, 4-cavity die, header & sill, d door & entry	"Haas"		
244	1	RS4	5-ton punch press, 4-cavity die	Alva Allen	BT5	
245	1	N/A	5-ton punch press	Alva Allen	BT5	
246	1	RS5	5-ton punch press, 1-cavity die header & sill, entry & d door			
247	1	RS6	5-ton punch press, 1-cavity die, jamb, cash & carry/entry/patio	Roussellie	No. 0E	22492
248	1	RS7	5-ton punch press, 2-cavity die, header, cash & carry/patio	Alva Allen	BT5	
249	1	RS8	5-ton punch press, 1-cavity die, header, cash & carry/patio	Alva Allen	BT5	
250	1	RS9	5-ton punch press, 1-cavity die, plastic bolt, all	"Haas"		
251	1	RS10	5-ton punch press, 3-cavity die, jamb, all	Alva Allen	BT5	
252	1	N/A	5-ton punch press (no motor)	Alva Allen	BT5	
253	1	N/A	4-ton punch press	Alceco	4-IP	
254	1	RSS5	radial arm saw, header patio/cash & carry	Rockwell	14-RAS	J16004
255	1	RS12	assembly table small parts 31" x 78"			
256	1	RS13	handle assembly table 38" x 83"			
257	1	RS14	48" screen cutting table 49" x 97"			
258	1	RS15	36" screen cutting table 128" x 50"			
259	1	RS16	assembly table 96" x 24"			
260	1	RS17	packaging table 98" x 49"			
			Process			
261	1	PR1	20-ton OBI punch press, 6-cavity, 1-5/8" & 2" sill	Brown Boggs	13LW	69140
262	1	PR2	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	
263	1	PR3	20-ton punch press, 2-cavity die 2" rail punch	Walsh	No. 3	
264	1	PR4	20-ton OBI punch press, 2-cavity die, 1-1/4" rail punch			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
265	1	PR5	18-ton punch press, 2-cavity die, 1-5/8" sill punch	L & J	No. 2	22756
266	1	PR6	copy router (new 1996)	Actual	FC100AP	96P237
267	1	PR7	copy router with converter AC motor control	Actual	FC100AP	97P117
268	1	PR8	40-ton OBI punch press, 2-cavity die, 1-5/8" century rail	Brown Boggs	15LW	
269	1	PR9	multi spindle drill press, w/ Commander drill head	Walker Turner	1112-41	40711
270	1	PR10	36" air operated shear	Brown Boggs	237AL	
271	1	PR11	vertical band saw, 14"	Sharp		
272	1	PR12	auto. weather stripping machine 1-5/8 century rail (On loan from Schlegel Corp.)	Schlegel Corp.	Roll-In Machine	9428
273	1	PR13	auto weather stripping machine 2" rail (On loan from Schlegel Corp.)	Schlegel Corp.		120579
274	1	PRS1	2-head mitre saw, with (5) drills (new 1984)	Elumatec	DG102	81010
275	1	PRS2	2-head mitre saw, with (4) drills, & E110 DRO (new 1994)	Elumatec	DG102	25-590
276	1	PRS3	2-head mitre saw, with (5) drills	Sampson		
277	1	PRS4	2-head mitre saw, with (4) drills (new 1982)	Elumatec	DG102	181150
278	1	PRS5	2-head mitre saw, with (4) drills	Sampson		
279	1	PRS6	2-head mitre saw, with (2) drills (new 1981)	Elumatec	DG102	180869
280	1	N/A	2-bay pallet rack			
281	1	N/A	1-bay pallet rack			
282	1	N/A	8-bay pallet rack			
283	2	N/A	mobile stock ladders			
284	5	N/A	double-sided vertical extrusion racks			
			Assembly			
285	1	AS1	11' dual belt conveyor			
286	1	AS2	pneumatic squaring table (new ca. 1988)	Vinton		
287	1	AS3	main frame pre-assemble table 48" x 48"			
288	1	AS5	door re-work table on casters			
	1		Vinyl & Hinge Department			
289	1	VNS1	radial arm saw	Rockwell	14-RAS	J15857
290	1	HQS1	5/8" hinge saw c/w US variable speed drive			
291	1	HQS2	1-1/8" hinge saw	Delta		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
292	1	HG1	hinge assembly table with custom hinge machine			
			Door Line			
293	1	DL1	10' gravity roller conveyor with pneumatic lift & Intermac 9560 control			
294	1	DL2	8' x 64" chain roller conveyor variable speed	Damark	96X64	4840
	1	DL3	10' shrink tunnel, triple zone	Damark	S64TX	5439
	1	DL4	8' x 64" chain roller conveyor, variable speed	Damark	64RX96	5437
295	1	DL5	8' x 4' work table with roller			
296	1	DL6	shrink bag rack			
297	1	DL7	walkway			
298	1	DL9	30' x 42" belt conveyor, variable speed	Roach Conveyors		175197/ 161453
299	1	DL10	31' x 40" belt conveyor, variable speed	Rapistan		
300	1	DL11	40' x 38" belt conveyor variable speed	Roach Conveyors		188933
301	1	DL12	corner roller system, approx. 18' x 48"			
302	1	DL13	40' x 38" belt conveyor variable speed	Roach Conveyors		187910
303	1	DL14	die cut staple table			
304	1	DL15	die cut staple table			
305	1	DL16	40" x 60" work bench for pre-hung doors			
306	1	DL17	hardware cart			
307	1	DL18	hardware cart			
	1		Shipping Department			
308	1	LT3	propane forklift truck, w/ side-shifter & Safe-Tilt mast	Toyota	42-6FGCU25	76341
309	1	LT4	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	5FGC25	15610
310	1	PW1	pallet wrapper	Orion	L66-6479	6096479
311	1	PW2	pallet wrapper	Orion	L66-12TP	8048248
312	1	PW3	pallet wrapper	Liberty	4-Series 4.4	
313	1	COMP-1	50 h.p. air compressor	Hydrovane		
314	1	COMP-2	40 h.p. air compressor	Hydrovane		
315	1	COMP-3	compressor air dryer with pre and after filter	Dry Energy	DE109	
316	1	LT5	electric reach forklift truck, 3000 lb. cap.	Raymond	20R30TT	201495S-C
317	1	LT6	electric pallet lift truck, 8' forks	Raymond	12TM-FRE80L	112-96 17635
318	1	STM-1	strapping machine	Signode	SP300	P3005-BL3

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
319	192	N/A	(approx.), pallet racking uprights, 18' high x 32" wide @ \$60 ea. (rounded)			
320	704	N/A	(approx.), pallet racking load beams, @ \$7 ea. (rounded)			
321	1	N/A	grinder			
322	2	N/A	work benches			
323			number not used			
324	1	N/A	mobile stock ladder			
325	1	N/A	pallet truck			
326	1	N/A	air compressor	Champion	HRA15-12	R40-884
			Maintenance Department			
327	1	M1	table saw	Rockwell	34-450	G-16886
328	1	M2	electric scissor lift	Plant Master	119SPEP	
329	1	M3	horizontal bandsaw	Carolina	HV12	003790
330	1	M5	bench grinder	Baldor	612R	
331	1	M6	bench drill press	Buffalo	No. 15	3982
332	1	M7	pedestal drill press	Manhattan	951230	70845
333	1	M8	hydraulic shop press, 30 ton cap	Carolina	HV100	004822
334	1	M9	arc welder, 250 amp. AC/DC	Miller	Dialarc	KC323648
335	1	N/A	48" air operated shear, 18 ga.	Brown Boggs	249AL	
336	1	N/A	surface grinder w/ 6" x 18" magnetic chuck	K. O. Lee	S718	17588-HA
337	1	N/A	lot, allowance for assorted maintenance shop equipment & racking, etc.			
			Receiving Department			
338	1	LT1	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	74937
339	1	LT2	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	75981
340	1	SCALE-1	5000 lb. cap. platform scale, w/ Fairbanks DRO	Eastern Scale		
341	1	CP1	vertical hydraulic bailer, 4' x 4' x 2' bail size	Gensco	V15-60	2-593
342	15	N/A	single cantilever storage racks, 4-level, @ \$500 ea.			
343	9	N/A	double cantilever storage racks, 4-level @ \$750 ea.			
344	1	N/A	mezzanine, 15' x 50'			
			Display Department			
345	1	STM-2	strapping machine	Strapack	SS-80	69184205
346	29	N/A	pallet racking uprights 18' high x 32" wide @ \$60 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
347	72	N/A	pallet racking load beams @ \$7 ea.			
			Machines Not In Use			
348	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
349	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
350	1	N/A	8' shrink tunnel, c/w variable speed chain roller conveyor	Damark		
	1	N/A	8' infeed chain roller conveyor, variable speed			
	1	N/A	8' outfeed chain roller conveyor, variable speed			
351	1	N/A	milling & drilling machine, (new 2005)	Craftex	30 H977	B0505161
352	1	N/A	2-head mitre saw with drills	Elumatec		
353	1	N/A	2-head mitre saw	Pro-Line		
354	1	N/A	electric reach-truck 2000 lb. cap. (not in working condition)	Clark		
355	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
356	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
			Carts & Racks (counts approximate)			
357	92	N/A	door carts @ \$100 ea.			
358	68	N/A	rail carts @ 100 ea.			
358	166	N/A	stacking racks @ \$100 ea.			
359	23	N/A	z-bar upright carts @ \$50 ea.			
360	2	N/A	hardware carts @ \$50 ea.			
361	108	N/A	10 x 10 hole carts @ \$25 ea.			
362	10	N/A	screen carts @ \$50 ea.			
363	14	N/A	header/sill process carts @ \$25 ea.			
364	18	N/A	mullion trillight frame carts @ \$50 ea.			
365	14	N/A	glass carts @ \$50 ea.			
366	6	N/A	woodcore, frame carts @ \$25 ea.			
367	6	N/A	woodcore, core carts @ \$250 ea.			
368	6	N/A	kick plate carts @ \$25 ea.			
369	39	N/A	sashing carts @ \$25 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ALUMINART PRODUCTS LIMITED 1 SUMMERLEA RD., BRAMPTON, ONTARIO SECTION 2 - ITEM NUMBER 370:						
			PRO-LINE AUTOMATION CUSTOM MACHINERY, EQUIPMENT & TOOLING TO MFR. A RETRACTABLE SCREEN PRODUCT LINE			
370	1		Complete parcel of Pro-Line Automation Systems Ltd. custom machinery, equipment, and tooling to manufacture the proprietary retractable screen product line, per Pro-Line Automation Systems Ltd. February 2007 invoice, number 09879-07, (copy enclosed), including the following:			
	1	RSS1	up-cut saw, c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor	Pro-Line	Pro-Cut SSU-100D	88783
	1	N/A	servo controlled automatic self-positioning length gauge, c/w: (2) backfence (infeed and Pro-Stop	Pro-Line	Pro-Stop 10A	88784
	1	RSS2	vertical double mitre saw c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor (2) backfence (infeed & length gauge (1) mitre block (for length gauge)	Pro-Line	DMV-210	88644
	2	N/A	six-station punch dies	Pro-Line		
	2	N/A	three-station punch dies	Pro-Line		
	1	RSS3	acoustically enclosed hydro pneumatic end milling machine, c/w: (1) spraymist lubrication system (1) custom carbide cutter stack (1) custom contoured clamping fixture to accommodate six profiles at a time	Pro-Line	Pro-Fab MM-8P	88766
	1	RSS4	custom programmable single-head CNC routing machine, c/w: (1) implementation of digital readout of centering device (1) screen table	Pro-Line	CNR-700	88750

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.	Orderly Liquidation Value (CAD \$)
370 cont	1	RS11	4-head drilling machine, header/sill/ jamb, all	Pro-Line	AD-42	88786	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ARCOR WINDOWS & DOORS INC. 55 INNOVATION DR., FLAMBOROUGH, ONTARIO ITEM NUMBERS 1 TO 127:						
1	1	BEND	hot air vinyl bending system (new ca. 2000)	Witte	WL-3M	WNA-00605
2	1		Complete glass cutting line, including the following:			
	1	BGCT-1073	automatic glass cutting table, approx. 9' x 13', c/w GE Fanuc Series OM control (ca. 1998)	Billco	CNC560	W.O. 97126
	1	GCT1-1048	break-out air float table, approx. 7' x 13'6" (new 1986)	Rodrigue		A606
	1	GCT2-1049	free-fall air float table, approx. 9'6" x 14'	Besten	SBOT	53-105-0378
	1	GCT3	glass cutting air float table, approx. 10' x 12'			
	7	N/A	free-fall glass racks	Roll-Tech		
3	1	CC1-1014	corner cleaner, (new 1987)	Urban	SV300/2	30206
4	1	CC2-1013	corner cleaner, (new 1988)	Urban	SV300/2	30191
5	1	CC3	corner cleaner, (new ca. 2000)	Pro Line	Pro-Clean CC300	87299
6	1	CM-1050	20 h.p. rotary screw air compressor	Hydrovane	SR6600 MK3	14HV208319
7	1	CM-3	piston air compressor, 25 h.p., 2-stage	Champion	HRA24-12 (reported)	R0026849 (reported)
8	1	CR-1	3-tonne overhead bridge crane, single-girder, 48' span, c/w Vulcan 3-ton elec. chain hoist, & extrusion lift cradle	Munck		98-2685
9	1	CR-2	3-tonne overhead bridge crane, single-girder, c/w Vulcan 3-ton elec. chain hoist	Munck		002829
10	1	CV4R-1038	finished window vertical roller conveyor system			
11	1	D1-1019	multiple spindle drill	ARO / GY-Roll		4700-3
12	1	D2-1032	drill press	Rexon		
13	1	D3-1090	tall screen pin drill	Delta	Cat. # 11-960C	9423
14	1	DC-2	2.5 h.p. dust collector (1991)	Toolux	SDC-2042	--4477

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
15	1	DC-3	3 h.p. dust collector	Cantek	UFO-102B	4005
16	1	DC-4	3 h.p. dust collector	Cantek	UFO-102B	4004
17	1	DC-5	3 h.p. dust collector	Cantek	UFO 102B	
18	1	DC-6	5 h.p. dust collector	Cantek	UFO 103B	13
19	1	DC-8	dust collector, single bag (new 1997)	King	KC-310-8C	709208
20	1	DC-9	dust collector, (new 2000)	King	KC-4043C	
21	1	DOOR-LINE	door tilt assembly line, (4) stations, (new ca. 2000)			
22	1	DRY-1082	refrigerated compressed air dryer, c/w Envirosave unit & 2 filters	Vanair	RAD-75, 115-1-60X	98P1A-VJ599-10A
23	1	N/A	air glide application table, approx. 84" x 84" (ca. 2007)	Edgetech I.G. Inc.	E-3000	0043
24	1	GW-1005	glass washer, 84" wide, 6-brush, c/w 4' x 8' caster table outfeed, (new ca. late 1970's)	Somaca	GW-8846-6 (reported)	45486 (reported)
	1	PUMP-DET	glass washer detergent pump	Graymills (reported)		
	1	PUMP-DET-1	glass washer pump	Graymills (reported)	TN36-F (reported)	
	1	PUMP-PRE-WASH	glass washer pre wash pump	Monarch (reported)	ACE-S75SD (reported)	1900 (reported)
	1	PUMP-RINSE	glass washer rinse pump			
	1	G-ETCH	glass etching machine	Matthews	Air Grit 7650	D2713-901
25	1		Complete insulating glass unit fabricating line, including the following:			
	1	IG-ASSY	insulating glass unit vertical assembly line, (new ca. 2000), including: 1st. station: type rack muntin dual servo, 1.6 x 3.6, ser. no. 1944 2nd. station: type automatic assembly, 1.6 x 3.0, ser. no. 1945 3rd. station: roller press 4th. station: type rack motorized, 1.6 x 3.6, ser. no. 1946	William Design Ltd.	"Superfast" I.G. Line	ref. no. AQ1900
	1	AGF-HS	high speed Argon fill station	FDR	RSGZ90	5199 (reported)
	1	GM-QUAD	automatic sealant applicator (new ca. 2000)	Spadix	Quad Seal	
	1	GM2	gunning machine, hot melt sealant application system, (new ca. 2000)	Graco	STE55 (Spadix)	000424 (Spadix)

Tcl No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
25 cont	1	LINER STRIP-PER-1	roller liner stripper	Edgetech		LS2391
	1	SST1	Super Spacer table, 96" x 105"	Glassroll Fabrication		CP/7800 (reported)
	1	SSTA	automatic spacer applicator, (new ca. 2000) c/w: (1) 5' x 8' air infeed table (1) 5' x 8' 9-belt infeed conveyor, ser. no. D962 (1) 5' x 8' 9-belt outfeed conveyor, ser. no. D962	LaFond	BEAM	D962
	1	N/A	lot, various caster tables, & any related auxiliary equipment, electrics, & controls, etc.			
	1	TGST-1047	triple glaze spacer table	Arcor		
26	1	LT-1027	propane forklift truck (in outside yard, out of service)	Clark	C500-S80 (reported)	685-0081-7419-K0F (reported)
27	1	LT-2	propane forklift truck, triple mast, side-shifter, pneum. tires	Nissan	PJ02A25PV	chassis # PJ02-9H7245
28	1	M1-1018	pull rail milling machine	Preston	6F600 (reported)	5051
29	1	N/A	2 h.p. dust collector	Toolbox	SDC-2042	
30	1	M3	end milling machine (new ca. 2000)	Pro-Line	MM2	87211
31	1	MIG-2	MIG welder	Esab	Migmaster 250	MALJ108012
32	1	MILL-ING-1	vertical milling machine	Long Chang	LC-1-1/2VS	76069234
33	1	OH-1054	¼ ton overhead elec. hoist	Budgit	1151116	257523
34	1	P18	window line punch	Pro Line		
35	1	P19	door sweep punch	Pro Line		
36	1	P4-1004	sash drain hole and EOL drain punch	APB		6409 Frame 6414 Die
37	1	P7-1016	Regal trim punch	Arcor		die # 29
38	1	P8-1012	Marquis DH frame balance shoe knock-out	Alloy & Copp		8294
39	1	P9-1010	Rel / Mol weep punch	Alloy & Copp		
40	1	PAINT	paint booth, approx. 18' x 37' x 10' H., (new ca. 2003)	Supreme Air System	SAE27DN (reported)	030703 030711 (reported)
41	1	PAINT SHAK-ER-2	paint shaker	Broncorp	Cyclone M232	043737
42	1	PALLET TRUCK-1	pallet truck	Mahaffy	Pallet Wrangler 90	117881

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
43	1	N/A	lot, allowance for assorted contents of storage trailers, including:			
	1	PS-1053	wrapping machine	Muller	LP800	8030989
	1	PS-V	door wrapper	Muller	2201	A3800195
	1	N/A	lot, misc. racks, & equipment			
44	1	RI2	door profile router, 5 kw. (new 1988)	Becz Machine	762	20703
45	1	RI3	manual double template copy router (new ca. 2000)	Pro-Line	CR700	87210
46	1	RI4	Valcor tilt latch router	Vega Automation	1617 EVS Bosch routers	
47	1	RI6	door wood jamb router			
48	1	R21	pivot pin router			
49	1	R2-1021	multi-point lock router (new 1987)	Giovanini	COPY-S	6578
50	1	R3-1022	single-head copy router (new ca. mid 1980's)	Wegoma	AKF-226	2266703
51	1	R5-1024	twin-head auto router	AMTD	DR2/2	
52	1	R9	MDH pull rail milling machine		cat. # 5670 (reported)	608A4994501 20 (reported)
53	1	S1-1003	twin-head compound mitre saw (new 1988)	Elumatec	DG104	25401
54	1	S10-1063	vinyl grid milling machine/saw	AMTD	M300L	722
55	1	S12-1042	compound mitre saw	DeWalt	705-04 type 3	1786
56	1	S15-1060	door cutting panel saw (horiz/vert)	Safety Speed Cut	H-4	R-96
	1	S15-1060-SAW	circular saw, 2.5 h.p.	Milwaukee	6410	771A49524 0080
57	1	S19	metal cutting band saw	King	KC128-C	055489
58	1	S2-1002	2-head brick mould mitre saw	Emmegi	TRD450 LINEA	141479
59	1	S21	10" mitre saw	Delta	MS210	
60	1	S24	wood cutting table saw	Delta	36-944C	99K70763
61	1	S27	mitre saw	Pro-Line	CS25	87246
62	1	S28	14" steel cutting chop saw	DeWalt	D870-04	25116
63	1	S29	12" mitre saw	DeWalt	DW705	202774
64	1	S3-1244	mitre saw c/w roller conveyor, pneum. stop, & DRO	Elumatec	MGS-72	33424
65	1	S31	12" mitre saw	DeWalt	DW705	71683
66	1	S32	12" mitre saw	DeWalt	D704-04	1164
67	1	S33	12" mitre saw	DeWalt	DW705	202768
68	1	S38	table saw (new 2002)	General	50-250 M1	50681402
69	1	S39	10" compound mitre saw	Delta	36-240C	K0048
70	1	S4-1245	10" mitre saw, c/w 10' roller conveyor, length stop, & DRO	Delta	MS250	040652QC

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
71	1	S41	10" mitre saw	Delta	MS250	036353QC
72	1	S44	10" mitre saw	Delta	MS210	055658.Q
73	1	S47	10" compound mitre saw	Makita	LS1013	48043A
74	1	S48	10" mitre saw	Delta	MS210	T1-0156 26QC
75	1	S9-1062	aluminum spacer saw c/w (2) IGE notchers, (new 1992)	Wegoma	TS250	2502704
76	1	SAF-1	automatic feed saw, c/w E700 control, & (7) pairs of fixtures, etc., (new ca. 2000)	Pro-Line	AF220	87253
77	1	SCR1-1046	screen roller and table			
78	1	SCR2	screen roller and table			
79	1	S-RAD-1	radial arm saw c/w roller conveyor	Delta	33-990C	91L74755
80	1	S-RT	round top saw	Makita	LS1440	
81	1	W1-1001	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202605
82	1	W2-1249	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202604
83	1	W4-1247	twin-head welder (new ca. mid 1980's)	Wegoma	520L	
84	1	W5-1246	twin-head welder	AMTD	AMTD 2P	ARC 2PW
85	1	W7-1085	twin-head welder (new ca. 2000)	Pro-Line	Pro-Weld TH21	87400
86	1	W8	single-head multi-angle welder, (new 1984)	Urban	AKS 3605	10519
87	1	W9	twin-head welder (new ca. 1999)	Pro-Line	Pro-Weld TH21	87271
88	1	N/A	platform scale, 800 lb. cap.	Toledo		
89	35	N/A	(approx.), work-in-process carts @ \$25 ea.			
90	95	N/A	(approx.), extrusion racks on casters, 15' x 3' x 4' @ \$150 ea.			
91	1	N/A	mobile stock ladder			
92	6	N/A	L-racks @ \$150 ea.			
93	1	N/A	2-tier glass rack, 5'			
94	1	N/A	mobile stock ladder			
95	21	N/A	(approx.), window carts on casters, 7' x 3' x 45" @ \$150 ea			
96	2	N/A	A-frame racks on casters @ \$200 ea.			
97	2	N/A	misc. carts			
98	11		(approx.), window carts @ \$50 ea			
99	2	N/A	bar code scanners @ \$300 ea.	Symbol	DMX-1-4208	
100	1	N/A	mezzanine, approx. 43' x 50' x 11'			
101	1	N/A	mezzanine, app. 21' x 34' x 11'			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
102	1	N/A	mobile stock ladder			
103	1	N/A	3-section storage rack			
104	2	N/A	cantilever racks, 4' x 4.5' x 8' @ \$300 ea.			
105	6	N/A	stacking racks, 52" x 5' @ \$50 ea.			
106	1	N/A	mobile stock ladder			
107	1	N/A	mezzanine, approx. 24' x 75' x 13'			
108	1	N/A	mezzanine, approx. 24' x 50' x 13'			
109	1	N/A	pallet truck	Wrangler	90	
110	1	N/A	mobile stock ladder			
111	20	N/A	bays of pallet racking			
112	2	N/A	pallet trucks @ \$150 ea.			
113	1	N/A	stock ladder			
114	6	N/A	bays of pallet racking			
115	1	N/A	stock ladder			
116	1	N/A	lot, 10 section of shelving, & assorted cabinets			
117	3	N/A	aluminum ladders			
118	13	N/A	(approx.), I.G. unit carts @ \$50 ea.			
119	10	N/A	(approx.), harp carts, 60-section @ \$200 ea.			
120	2	N/A	A-frame glass racks @ \$200 ea			
121	1	N/A	forklift attachment	Kleton		
122	1	N/A	12' glass lifting bar w/ straps			
123	2	N/A	dump hoppers @ \$250 ea.			
124	1	N/A	lot, allowance for misc. tools & equipment, carts, racks, work benches, office equipment, etc., (including in outside yard)			
125	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH44S	88919
126	1	N/A	CNC corner cleaner, 6-axis, & tilt latch routing machine (new 2009)	Pro-Line	Pro-Clean CNC600	89029
127	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH88S	88592

DESCRIPTION OF ASSETS

Itemized Items	
Honda GX 200 Power Washer -- s/n PUG25018.68	
Air pressure tank -- 200 psi	
Hydrovane 15hp compressor -- s/n HV8280	
Kaeser ASC25 air compressor -- s/n 1008	
Westinghouse 500 volt power panel	
Milwaukee Arc welder -- s/n LC686595	
Maintenance hand tools	
JET 14MP Drill press -- s/n 20134	
Metal cutting band saw -- K1150 -- s/n 83982	
Makita grinder -- s/n 20341	
30 saw blades	
Lincoln Electric ED700010 continuous feed welder -- s/n E040887	
Strapping machine	
Strapping machine	
Shipping scanner	
Rotating crating table	
Stationary crating table	
Staple gun	
Low E detector	
Radial arm saw (Crating)	
Prep table with measuring stop	
Cartboard recycling trolley	
Screen centre -- air assist	
Screen bar racks (2)	
Screen hardware rack (1)	
Manual screen assembly table	
Manual screen assembly table	
Aluminum dies	
Extended glazing racks with glazing platforms	
Extended glazing racks with glazing platforms	
Suction cups (5 sets)	
Patio door assembly table	

	Patio door assembly table
	Scanning computer (Glazing) and computer scanning station
	Union Power Tools 3x10 10" tilting saw - s/n 901514
	General Saw Model 450 saw with measured stop runoff table - s/n L618
	Rotating assembly table
	Craftsman hand sander
	Orbital sander
	Makita router
	Hyster 880XL28C fork lift - s/n D004D103224
	Air driven orbital sander
	Hand drill guns (8) @ \$40 each
	Large staple guns (4) @ \$60 each
	Medium staple gun
	Small staple gun
	Heavy duty clamps (4) @ \$25 each
	Liner shaping peg board
	Shaped line rack
	Delta R8110 drill press - s/n 147-060C
	Western Star - s/n 2WKR0DXH11K98842
	Vinyl liner drill ligs (4) @ \$100 each
	Fixed liner assembly table
	Delta 37-070C variable speed planer & stand - s/n 89918
	Vinyl jamb extension storage rack
	Downsail radial arm saw with taper stop runoff table - s/n 7820081
	Air saw dust collection system
	Wood jamb extension racks
	Metal reinforcing rack
	Vinyl storage and runoff rack
	Allen Bradley metal cutting saw
	Vinyl accessory saw with taper runoff table
	T Muffon punch
	Wegoma P106 End mill - s/n H062N38
	Wegoma AKP106 End mill - s/n 10520287
	T Muffon prep station
	T Muffon punch
	Vinyl storage racks

Procut AF222 -- s/n 88181
Vinyl saw dust air recovery system
Allen Bradley vinyl saw dust air recover system
TY650 Mainframe double drill with measuring tape -- s/n 49827
Punch station
Drain hole punch station
OXOX night lock punch station
Hand night lock punch station
Mainframe night lock punch station
OXOX end mill with vinyl saw dust recovery system
International 5 ton -- s/n 1H73MAAPX3H489171
Wegoma KP220 router -- s/n D650
Ekumeko router with aluminum jigs & auto centering system -- s/n 704462124
Ekumeko 713 router -- s/n 24956
Proline double cut saw with jigs & manual stop runoff -- s/n 86187
Wegoma SD25 vinyl saw -- s/n 050062
Cutoff storage rack
Wegoma 520LV 2 point welder with 6 vinyl welding fixtures -- s/n 5202875
Proline FH44 Proweld with integrated cleaner runoff table -- s/n 88105
2 piece guard rail
T Mullion storage rack
Hand corner cleaner
Air hand drills (3)
Assembly tables (6)
Mainframe assembly storage racks (3)
Rotating assembly table (2)
Hand drill
Large air stapler
Stationary assembly tables (3)
Assembly storage racks (2)
Casement sash assembly station
Air drill
Tool cart
Inventory storage racks (4)

Glazing support racks (5)
Assembly table
Motor glazing stop saws (2)
Manual stop runoff tables (2)
Glazing stop storage racks (3)
12' rolling ladder
8' rolling ladder
Fixed sash assembly tables (3)
Sash storage racks (2)
Profile CNC-50 Proclean CNC - s/n 8218
Prowild FH88 welder - s/n 87738
Urban corner cleaner - s/n 31062
Patio door glass rack
Acculite Bullet glass cutting table, support & cutter and misc. cutting tools
Water schemer & electronic controls
Somapa glass wash - s/n 47889
Roller tables (6) @ \$1000 each
Besten air applicator table for spacers
Sterling 5 ton - s/n 2FZAAG0611A140433
Grid top horizontal/vertical lift matching table
Besten spacer press & heater - s/n 4002204N2
Makita Muntin bar saw
Manual stop runoff table
3 Muntin punches punch station
Muntin racks (4)
Bending & shape muntin bar table
Stand alone muntin bender
Westward drill press - s/n RDM30A
Compound saw
Assembly tables (2)
Storage rack
12 Manifold argon fill station
Heatbuster fan - SP4223
Hand truck
Sash glazing station
Glass storage bins (4) @ \$1,000 each
Strapping station
Home show display
28' Comet - s/n 1C0V28214HS034657

48" Mond - s/n 2MN123189T1202301
53" Manac - s/n 2M5821483K1020860
WIP rack (8) @ \$200 each
Vinyl storage racks (3) @ \$1,000 each
Patio door racks (17)
Finished goods racks (42) @ \$800 each
Forfeit cage
Snow plow blade
Storage shed
Stationary glass display rack
Display racks (4)
Tables (6)
Chairs (21)
Locker units (6)
Refrigerator
Microwaves (3)
Air hoses & connectors
Swagole unreefer
Wegoma LV2 Special 2 Ft welder - s/n 669476
Western Star - s/n 2WKRD0XH01K968489
Special's assembly table
Makita chop saw
Air drills (2)
Allen Bradley saw
Former
1451 Flexband - 960C
Finished goods carts (16)
A Frames (2)
Vinyl cart carts (33)
Screen carts (2)
Patio door carts (3)
Screen out piece cart
Material handling cart
Glass A Frame
Material refuse bins (2)
Liner carts (4)
T Mullion carts (4)
Vinyl supply carts (8)
Sealed unit carts (13)
Seah carts (17)

	Glazing shop carts (21)
	A Frame glass carts (12)
	Cut glass carts (7)
	Glass feed carts (4)
	Panel door carts (3)
	Service unit carts (3)
	EDP Equipment
	Desks (24)
	Chairs (34)
	Filing cabinets (38)
	Credenzas (5)
	Reception station
	Display
	Reception table
	Boardroom table & 7 chairs

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: <u>NRP Windows & Doors Ltd.</u>				List prepared by: <u>Anubhav Agarwal, VP Finance</u>				FOR BDC USE ONLY	
Address: <u>2150 Enterprise Way, Kelowna, B.C. V1Y 6H7</u>								Branch: <u>Kelowna B.C.</u>	
Location of Assets: <input checked="" type="checkbox"/> as above; or _____								Investigating Officer: <u>[Signature]</u>	
Date: <u>November 10, 2009</u>				Company Officer's Signature: _____					

ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	FOR ITEMS NOT YET PAID IN FULL, RECORD NAME OF CREDITOR
					IMPACT	PURCHASE		
1	1	Pro-Fab Six Station Punch Die ✓	DIE#1		2008	2009	7,980	
2	1	Pro-Fab Four Station Punch Die ✓	DIE#2		2008	2009	7,680	
3	1	Pro-Fab Three Station Punch Die ✓	DIE#3-1LEFT		2008	2009	7,680	
4	1	Pro-Fab Three Station Punch Die ✓	DIE#3-2RIGHT		2008	2009	7,680	
5	1	Pro-Fab Four Station Punch Die ✓	DIE#4		2008	2009	7,680	
6	1	Pro-Fab Six Station Punch Die ✓	DIE#5		2008	2009	7,980	
7	1	Pro-Fab Six Station Punch Die ✓	DIE#6		2008	2009	7,980	
8	1	Pro-Fab Two Station Punch Die ✓	DIE#7		2008	2009	6,600	
9	1	Custom Drill Stand ✓	DRILLSTATION		2008	2009	3,540	
10	5	Sets of Cutting Fixtures ✓					22,100	
11	2	Sato Label Printer ✓					6,500	
12	4	Sets of Top Clamps ✓					4,160	
13	1	PC including Pro-Opt Optimization Software ✓					6,500	
14	8	Sets of Welding Fixtures ✓					32,110	
15	1	Set of Single Stack Gripper with Top Inserts ✓					6,240	
16	1	Set of Single Stack Cleaner Fixtures with Top Inserts ✓					6,240	
17	1	Set of Raised Scarfing Knives ✓					1,170	
18	2	Barcode Scanner //					3,900	
19	1	PC Including Touch Screen Monitor ✓					4,550	
20	1	Six Axis CNC Controlled Corner Cleaning Machine ✓	CNC-600				110,500	
	1	Set of Carbide Tipped Cutterstack ✓					2,405	

(04/2002)

ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	ITEMS NOT YET PAID IN FULL ACCORD TO MAKE OF CONDITION
					MANUFACTURE	PURCHASE		
22	1	Two Pocket Fixture for the Mullion ✓					1,657.50	
23	1	Six Station Punch Die ✓					8,060	
24	12	Digital Length Gauge ✓					4,940	
25	1	Single Head CNC Controlled Corner Cleaning Machine ✓					100,000	
26	5	Four Station Punch Die ✓	PRO-PAB				38,640	
27	1	Programmable Routing Machine ✓	CNR-700				37,200	
28	1	Fixture for Marquis Casement Awning Mainframe ✓					1,980	
29	1	6 Foot Centering Gauge with Flip Stop ✓					1,800	
30	1	Set of Off Center Stop (4) ✓					660	
31	1	Set of 1/2 Foot Support Conveyor ✓					780	
		Total					466,892.50	

(05/04/2002)

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: <u>Arcor Windows & Doors Inc</u> Address: <u>55 Innovation Drive, Flamborough, ON L9H 7L8</u> Location of Assets: <input checked="" type="checkbox"/> as above; or _____ Date: <u>November 10, 2009</u>					List prepared by <u>Anubhav Agarwal, VP Finance</u> _____ Company Officer's Signature			FOR BDC USE ONLY Branch: <u>GROBICORP</u> <u>[Signature]</u> <u>[Signature]</u> Investigating Officer		
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ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	FOR ITEMS NOT YET PAID IN FULL RECORD NAME OF CREDITOR
					MANUFACTURE	PURCHASE		
1	5	Pro-Fab Four Station Punch Die	DIE#1,3-5,8		2008	2009	38,400	
2	4	Pro-Fab Six Station Punch Die	DIE#2,9-11		2008	2009	31,920	
3	1	Pro-Fab Seven Station Punch Die	DIE#6		2008	2009	7,980	
4	3	Pro-Fab Three Station Punch Die	DIE#7,12		2008	2009	23,040	
5	1	Pro-Fab Two Station Punch Die	DIE#13		2008	2009	6,600	
6	1	Custom Drill Stand	DRILLSTATION		2008	2009	3,540	
7	5	Four Station Punch Die	PRO-FAB		2008	2009	38,640	
8	1	Programmable Routing Machine	CNR-700		2008	2009	37,200	
9	1	Fixtures for Marquis casement awning			2008	2009	1,980	
10	1	6 Foot Centering Gauge with Flip Stop/Off Centre Stop			2008	2009	2,460	
11	2	Set of 5 Foot Support Conveyor			2008	2009	780	
12	1	Auto Feed Saw	AF-220		2008	2009	45,500	
13	1	PC incl touch screen, pro-optimization software			2008	2009	8,450	
14	2	Sato label printer			2008	2009	6,500	
15	10	Sets of various fixtures			2008	2009	69,160	
16	2	Quick Change Teflon System with Cartridge			2008	2009	13,000	
17	2	Barcode Scanner			2008	2009	6,500	
18	1	Two Head CNC Corner Cleaner	CNC-23		2008	2009	117,000	
19	1	Six Station Punch Die	PRO-FAB		2008	2009	8,060	
20	1	Digital Length Gauge			2008	2009	4,940	
21	1	Automatic Servo Controlled Self Positioning Gauge	PRO-STOP 10A		2008	2009	12,740	

This is **Exhibit “I”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'M. Bernat', is written over a horizontal dashed line.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

**Business Development Bank of Canada
Banque de développement du Canada**

BDC

GENERAL SECURITY AGREEMENT

THIS AGREEMENT dated June 5, 2009

BETWEEN:

N.A.P. WINDOWS & DOORS LTD.

(the "Borrower")

AND:

BUSINESS DEVELOPMENT BANK OF CANADA, with a branch office at 1243 Islington Avenue,
suite 1001, Etobicoke, Ontario, M8X 1Y9

(the "Bank")

1. SECURITY INTEREST

(You, as the Borrower, will grant to the Bank a charge, referred to as a security interest, over all personal property now held or in the future held or acquired by you. You will also grant a charge, referred to as a floating charge, over your complete undertaking. These charges are the security the Bank will hold in consideration of lending you funds or providing the credit facility to you.)

1.1 For consideration the Borrower hereby:

- (a) mortgages and charges as a fixed and specific charge, and assigns and transfers to the Bank, and grants to the Bank a general and continuing security interest in all of the Borrower's present and after acquired personal property including, without limitation:
 - (i) all office, trade, manufacturing and all other equipment and all goods, including, without limitation, machinery, tools, fixtures, computers, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the above (all of which is collectively called the "Equipment");
 - (ii) all inventory, including, without limitation, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, all livestock and their young after conception, all crops and timber, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is collectively called the "Inventory");
 - (iii) all debts, accounts, claims, demands, moneys and choses in action which now are, or which may at any time be, due or owing to or owned by the Borrower and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the debts, accounts, claims, demands, moneys and choses in action (all of which is collectively called the "Accounts");

- (iv) all documents of title, chattel paper, instruments, securities and money, and all other personal property, of the Borrower that is not Equipment, Inventory or Accounts;
 - (v) all patents, trade-marks, copyrights, industrial designs, plant breeder's rights, integrated circuit topographies, trade-names, goodwill, confidential information, trade secrets and know-how, including without limitation, environmental technology and bio-technology, software and any registrations and applications for registration of the foregoing and all other intellectual and industrial property of the Borrower (all of which is collectively called the "Intellectual Property");
 - (vi) all the Borrower's contractual rights, licenses and all other choses in action of every kind which now are, or which may at any time be due or owing to or owned by the Borrower, and all other intangible property of the Borrower, that is not Accounts, chattel paper, instruments, documents of title, Intellectual Property, securities or money;
 - (vii) the personal property described in Schedule "A" attached to this Agreement and all additions thereto and replacements thereof; and
 - (viii) all proceeds of every nature and kind arising from the personal property referred to in this Security Agreement;
- (b) grants to the Bank a general and continuing security interest and charges by way of a floating charge:
- (i) all of the undertaking and assets of the Borrower, of every nature or kind and wherever situate, whether presently owned or hereafter acquired, and all their proceeds, other than its assets and undertakings that are otherwise validly and effectively subject to the charges and security interests in favour of the Bank created pursuant to this Clause 1.1.

1.2 The security interests, mortgages, transfers, assignments, charges, grants and conveyances created pursuant to Clause 1.1 shall be collectively called the "Security Interests", and the property subject to the Security Interests and all property, assets and undertaking charged, assigned or transferred or secured by any instruments supplemental to or in implementation of this Security Agreement are collectively called the "Collateral".

1.3 The schedules, including definitions, form part of this Security Agreement.

2. EXCEPTIONS

(With few exceptions, all of your personal property is subject to the security interests and charges described in Clause 1.1. Only the last day of any lease term and possibly your consumer goods are excepted. Corporations do not hold consumer goods.)

2.1 The last day of the term created by any lease or agreement is excepted out of any charge or the Security Interests but the Borrower shall stand possessed of the reversion and shall remain upon trust to assign and dispose of it to any third party as the Bank shall direct.

2.2 All the Borrower's consumer goods are excepted out of the Security Interests.

3. ATTACHMENT

(Value or consideration has flowed between you and the Bank and the Security Interests in your personal property are complete once you sign this Security Agreement.)

The Borrower agrees that the Security Interests attach upon the signing of this Security Agreement (or in the case of after acquired property, upon the date of acquisition), that value has been given, and that the Borrower has (or in the case of after acquired property, will have upon the date of acquisition) rights in the Collateral and the Borrower confirms that there has been no agreement between the Borrower and the Bank to postpone the time for attachment of the Security Interests and that it is the Borrower's understanding that the Bank intends the Security Interests to attach at the same time.

4. PURCHASE MONEY SECURITY INTEREST

(To the extent that the Bank helps you acquire an interest in any personal property, you grant a special security interest to the Bank over that personal property. The special security interest is known as a "Purchase Money Security Interest".)

The Borrower acknowledges and agrees that the Security Interests constitute and are intended to create Purchase Money Security Interests in Collateral to the extent that moneys advanced by the Bank, including all future advances and re-advances, are used or are to be used, in whole or in part, to purchase or otherwise to acquire rights in Collateral.

5. OBLIGATIONS SECURED

(The Security Interests and charges you have granted to the Bank secure all indebtedness and all obligations to the Bank.)

This Security Agreement is in addition to and not in substitution for any other security interest or charge now or in the future held by the Bank from the Borrower or from any other person and shall be general and continuing security for the payment and performance of all indebtedness, liabilities and obligations of the Borrower to the Bank (including interest thereon), whether incurred prior to, at the time of or after the signing of this Security Agreement including extensions and renewals, and all other liabilities of the Borrower to the Bank, present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wherever and however incurred, including all advances on current or running account, future advances and re-advances of any loans or credit by the Bank and the Borrower's obligation and liability under any contract or guarantee now or in the future in existence whereby the Borrower guarantees payment of the debts, liabilities and/or obligations of a third party to the Bank, and for the performance of all obligations of the Borrower to the Bank, whether or not contained in this Security Agreement (all of which indebtedness, liabilities and obligations are collectively called the "Obligations").

6. REPRESENTATIONS AND WARRANTIES

(You state that you are able to legally grant this Security Agreement to the Bank, it will be binding and the Collateral is not subject to any encumbrances that have not been approved by the Bank. You own the Collateral and nothing prevents you from granting the Security Interests and charges in favour of the Bank. The Bank will rely on all of the following representations and warranties.)

6.1 The Borrower represents and warrants to the Bank that:

- (a) if a corporation, it is a corporation incorporated and organised and validly existing and in good standing under the laws of the jurisdiction of its incorporation; it has the corporate power to own or lease its property and to carry on the business conducted by it; it is qualified as a corporation to carry on the business conducted by it and to own or lease its property and is in good standing under the laws of each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary; and the execution, delivery and performance of this Security Agreement are within its corporate powers, have been authorised and do not contravene, violate or conflict with any law or the terms and provisions of its constating documents or its by-laws or any shareholders agreement or any other agreement, indenture or undertaking to which the Borrower is a party or by which it is bound;
- (b) if it is a corporation, its name as set forth on page 1 of this Security Agreement is its full, true and correct name as stated in its constating documents and if such name is in English, it does not have or use a French language form of its name or a combined English language and French language form of its name and vice versa, and the Borrower has provided a written memorandum to the Bank accurately setting forth all prior names under which the Borrower has operated;
- (c) if it is a partnership, its name as set forth on page 1 is its full, true and correct, and where required or voluntarily registered its registered, name; it is a partnership validly created and organised and validly existing under the laws of the jurisdiction of its creation; it has the power to carry on the business conducted by it; it is qualified as a partnership to carry on the business conducted by it and is in good standing under the laws of each jurisdiction in which the nature of its business makes such qualification necessary; and the execution, delivery and performance of this Agreement are within its powers, have been authorised, and do not contravene, violate or conflict with any law or the terms of its partnership agreement or any other agreement, indenture or undertaking to which the Borrower is a party or by which it is bound, and a complete list of the names, addresses and (if individuals) the dates of birth of the partners of the partnership are set forth on a Schedule attached to this Security Agreement;

- (d) if the Borrower is an individual, that individual's full name and address provided to the Bank are the individual's full and correct name and address and the individual's date of birth as described on the individual's birth certificate a true copy of which has been provided to the Bank or, if no birth certificate issued from any jurisdiction in Canada exists, as described on the documents provided to the Bank is the individual's correct birth date;
- (e) there is no litigation or governmental proceedings commenced or pending against or affecting the Collateral or the Borrower, in which a decision adverse to the Borrower would constitute or result in a material adverse change in the business, operations, properties or assets or in the condition, financial or otherwise, of the Borrower; and the Borrower agrees to promptly notify the Bank of any such future litigation or governmental proceeding;
- (f) it does not have any information or knowledge of any facts relating to its business, operations, property or assets or to its condition, financial or otherwise, which it has not disclosed to the Bank in writing and which, if known to the Bank, might reasonably be expected to deter the Bank from extending credit or advancing funds to the Borrower;
- (g) it has good title and lawfully owns and possesses all presently held Collateral, free from all security interests, charges, encumbrances, liens and claims, save only the Security Interests and the charges or security interests consented to in writing by the Bank, and it has not granted any licenses in or of its Intellectual Property other than as disclosed and consented to by the Bank;
- (h) to the extent that any of the Collateral includes serial numbered goods and motor vehicles which require serial number registration by virtue of the Act and its regulations including motor vehicles, trailers, manufactured homes, mobile homes, boats, outboard motors for boats or aircraft, the Borrower has given the full and correct serial numbers and any Ministry of Transport designation marks or other relevant licensing authority marks of all such Collateral to the Bank;
- (i) the Collateral is and/or will be located at the place(s) described in Schedule "A" and will not be removed from such location(s) without the prior written consent of the Bank;
- (j) this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Borrower, if the Borrower is a corporation, or, if the Borrower is a partnership, of the partners of the Borrower, and all other requirements have been fulfilled to authorise and make the execution and delivery of this Security Agreement, and the performance of the Borrower's obligations valid and there is no restriction contained in the constating documents of the Borrower or in any shareholders agreement or partnership agreement which restricts the powers of the authorised signatories of the Borrower to borrow money or give security; and
- (k) the Borrower's place(s) of business and chief executive office have been correctly provided to the Bank.

7. COVENANTS OF THE BORROWER

(The Security Interests and the Collateral must be protected while the Security Agreement remains in effect. These covenants are your promises to the Bank describing how the Bank's Security Interests will be attended to. You will also covenant to maintain accurate books and records and allow the Bank's inspection. Your promises are found in the Security Agreement and Schedules.)

7.1 The Borrower covenants with the Bank that while this Security Agreement remains in effect the Borrower will:

- (a) promptly pay and satisfy the Obligations as they become due or are demanded;
- (b) defend the title to the Collateral for the Bank's benefit, against the claims and demands of all persons;
- (c) fully and effectually maintain and ensure that the Security Interests are and continue to be valid and effective;

- (d) maintain the Collateral in good condition and repair and provide adequate storage facilities to protect the Collateral and not permit the value of the Collateral to be impaired;
- (e) observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- (f) forthwith pay and satisfy:
 - (i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Borrower shall in good faith contest its obligations so to pay and shall furnish to the Bank such security as the Bank may require;
 - (ii) all security interests, charges, encumbrances, liens and claims which rank or could rank in priority to, or on an equal basis with, any of the Security Interests; and
 - (iii) all fees from time to time chargeable by the Bank arising out of any term of the commitment letter between the Bank and the Borrower including, without limitation, inspection, administration and returned cheque handling fees;
- (g) forthwith pay and satisfy all costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) which may be incurred by the Bank in connection with granting loans or credit to the Borrower, including for:
 - (i) inspecting the Collateral;
 - (ii) negotiating, preparing, perfecting, registering or renewing the registration of this Security Agreement and the Security Interests, any Financing or Financing Change Statement, any modification or amending agreement and other documents relating to the Borrower's obligations, whether or not relating to this Security Agreement;
 - (iii) complying with any disclosure requirements under the Act;
 - (iv) investigating title to the Collateral;
 - (v) taking, recovering, keeping possession and disposing of the Collateral;
 - (vi) maintaining the Collateral in good repair, storing the Collateral and preparing the Collateral for disposition;
 - (vii) any inspection, appraisal, investigation or environmental audit of the Collateral and the cost of any environmental rehabilitation, treatment, removal or repair necessary to protect, preserve or remedy the Collateral including any fine or penalty the Bank becomes obligated to pay by reason of any statute, order or direction of competent authority;
 - (viii) all other actions and proceedings taken to preserve the Collateral, enforce this Security Agreement and of any other security interest held by the Bank as security for the Obligations, protect the Bank from liability in connection with the Security Interests or assist the Bank in its loan and credit granting or realization of the Security Interest, including any actions under the Bankruptcy and Insolvency Act (Canada) and all remuneration of any Receiver (as defined in Article 15 hereof) or appointed pursuant to the Bankruptcy and Insolvency Act (Canada);
 - (ix) any sums the Bank pays as fines, or as clean up costs because of contamination of or from your assets. Further, you will indemnify the Bank and its employees and agents from any liability or costs incurred including legal defense costs. Your obligation under this paragraph continues even after the Obligations are repaid and this agreement is terminated.
- (h) at the Bank's request, execute and deliver further documents and instruments and do all acts as the

Bank in its absolute discretion requires to confirm, register and perfect, and maintain the registration and perfection of, the Security Interests;

- (i) notify the Bank promptly of:
 - (i) any change in the information contained in this Security Agreement relating to the Borrower, its business or the Collateral, including, without limitation, any change of name or address (including any change of trade name, proprietor or partner) and any change in the present location of any Collateral;
 - (ii) the details of any material acquisition of Collateral, including the acquisition of any motor vehicles, trailers, manufactured homes, boats or aircraft;
 - (iii) any material loss or damage to the Collateral;
 - (iv) any material default by any account debtor in the payment or other performance of its obligations to the Borrower respecting any Accounts;
 - (v) any claims against the Borrower including claims in respect of the Intellectual Property or of any actions taken by the Borrower to defend the registration of or the validity of or any infringement of the Intellectual Property;
 - (vi) the return to or repossession by the Borrower of Collateral that was disposed of by the Borrower; and
 - (vii) all additional places of business and any changes in its place(s) of business or chief executive office;
- (j) prevent the Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted by this Security Agreement, from being or becoming an accession to property not covered by this Security Agreement;
- (k) carry on and conduct its business and undertaking in a proper and businesslike manner so as to preserve and protect the Collateral and the earnings, income, rents, issues and profits of the Collateral, including maintenance of proper and accurate books of account and records;
- (l) permit the Bank and its representatives, at all reasonable times, access to the Collateral including all of the Borrower's property, assets and undertakings and to all its books of account and records for the purpose of inspection and the taking of extracts and copies, whether at the Borrower's premises or otherwise, and the Borrower will render all assistance necessary;
- (m) observe and perform all its obligations under:
 - (i) leases, licences, undertakings, and any other agreements to which it is a party;
 - (ii) any statute or regulation, federal, provincial, territorial, or municipal, to which it is subject;
- (n) deliver to the Bank from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral to allow the Bank to inspect, audit or copy them;
 - (iii) all financial statements prepared by or for the Borrower regarding the Borrower's business;

- (iv) such information concerning the Collateral, the Borrower and the Borrower's business and affairs as the Bank may reasonably require;
- (o) with respect to the Intellectual Property, take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property;
- (p) with respect to copyright forming part of the Intellectual Property, provide to the Bank waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work;
- (q) receive and hold in trust on behalf of and for the benefit of the Bank all proceeds from the sale or other disposition of any Collateral;
- (r) consent to the Bank contacting and making enquiries of the Borrower's lessors, as well as municipal or other government officials or assessors; and
- (s) observe and perform the additional covenants and agreements set out in any schedules to this Security Agreement.

7.2 Any amounts required to be paid to the Bank by the Borrower under this Clause 7 shall be immediately payable with interest at the highest rate borne by any of the Obligations until all amounts have been paid.

7.3 This Security Agreement shall remain in effect until it has been terminated by the Bank by notice of termination to the Borrower and all registrations relating to the Security Agreement have been discharged.

8. INSURANCE

(It is your obligation to thoroughly insure the Collateral in order to protect your interests and those of the Bank. You will follow the specific requirements of the insurance coverage described in this Clause.)

8.1 The Borrower covenants that while this Security Agreement is in effect the Borrower shall:

- (a) maintain or cause to be maintained insurance on the Collateral with a reputable insurer, of kinds, for amounts and payable to such person or persons, all as the Bank may require, and in particular maintain insurance on the Collateral to its full insurable value against loss or damage by fire and all other risks of damage, including an extended coverage endorsement and in the case of motor vehicles, insurance against theft;
- (b) cause the insurance policy or policies required by this Security Agreement to be assigned to the Bank, including a standard mortgage clause or a mortgage endorsement, as the Bank may require;
- (c) pay all premiums respecting such insurance, and deliver all policies to the Bank, if it so requires.

8.2 If proceeds of any required insurance becomes payable, the Bank may, in its absolute discretion, apply these proceeds to the Obligations as the Bank sees fit or release any insurance proceeds to the Borrower to repair, replace or rebuild, but any release of insurance proceeds to the Borrower shall not operate as a payment on account of the Obligations or in any way affect this Security Agreement or the Security Interests.

8.3 The Borrower will forthwith, on the happening of loss or damage to the Collateral, notify the Bank and furnish to the Bank at the Borrower's expense any necessary proof and do any necessary act to enable the Bank to obtain payment of the insurance proceeds, but nothing shall limit the Bank's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Borrower hereby authorizes and directs the insurer under any required policy of insurance to include the name of the Bank as loss payee on any policy of insurance and on any cheque or draft which may be issued respecting a claim settlement under and by virtue of such insurance, and the production by the Bank to any insurer of a notarial or certified copy of this Security Agreement (notarized or certified by a notary public or solicitor) shall be the insurer's complete authority for so doing.

8.5 If the Borrower fails to maintain insurance as required, the Bank may, but shall not be obliged to, maintain or effect such insurance coverage, or so much insurance coverage as the Bank may wish to maintain.

9. OTHER PROHIBITIONS

(You agree to not encumber your property so as to interfere with the security interests or charges granted to the Bank and you will not dispose of any of the Collateral except inventory disposed of in the ordinary course of your business.)

Without the prior written consent of the Bank the Borrower will not:

- (a) create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, undertakings including without limitation the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests created by this Security Agreement;
- (b) grant, sell, or otherwise assign any of its chattel paper or any of the Collateral except only Inventory that is disposed of in accordance with Clause 10.2; or
- (c) where the Borrower is a corporation
 - (i) repay or reduce any shareholders loans or other debts due to its shareholders; or
 - (ii) change its name, merge with or amalgamate with any other entity;

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

(You will preserve and protect all of the Collateral and not dispose of it without the consent of the Bank. Any sales or other disposition will result in you holding the proceeds in trust for the Bank. Your responsibilities towards the Collateral and any trust proceeds are important to the Bank.)

10.1 Except as provided by this Security Agreement, without the Bank's prior written consent the Borrower will not:

- (a) sell, lease, license or otherwise dispose of the Collateral;
- (b) release, surrender or abandon possession of the Collateral; or
- (c) move or transfer the Collateral from the jurisdictions in which the Security Interests have been perfected.

10.2 Provided that the Borrower is not in default under this Security Agreement, the Borrower may lease, sell, license, consign or otherwise deal with items of Inventory only in the ordinary course of its business and for the purposes of carrying on its business.

10.3 Any disposition of any Collateral, excepting sales of Inventory in the ordinary course, shall result in the Borrower holding the proceeds in trust for and on behalf of the Bank and subject to the Bank's exclusive direction and control. Nothing restricts the Bank's rights to attach, seize or otherwise enforce its Security Interests in any Collateral sold or disposed, unless it is sold or disposed with the Bank's prior written consent.

11. PERFORMANCE OF OBLIGATIONS

(If you do not strictly do all those things that you have agreed to do in this Security Agreement, the Bank may perform those obligations but you will be required to pay for them.)

If the Borrower fails to perform its covenants and agreements under this Security Agreement, the Bank may, but shall not be obliged to, perform any or all of such covenants and agreements without prejudice to any other rights and remedies of the Bank, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) incurred by the Bank shall be immediately payable by the Borrower to the Bank with interest at the highest rate borne by any of the Obligations and shall be secured by the Security Interests, until all such amounts have been paid.

12. ACCOUNTS

(Any dealing with the Collateral that results in an account being created, or proceeds arising, is of particular importance to the Bank. The account, or proceeds, acts in substitution for the Collateral that has been sold, usually inventory. You will protect the account or proceeds in favour of the Bank.)

Notwithstanding any other provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with all or a portion of the Accounts in such manner, upon such terms and conditions and at any time, whether before or after default, as may seem to it advisable, and without notice to the Borrower, except in the case of disposition after default and then subject to the applicable provisions of the Act, if any. All forms of payment received by the Borrower in payment of any Account, or as proceeds, shall be subject to the Security Interests and shall be received and held by the Borrower in trust for the Bank.

13. APPROPRIATION OF PAYMENTS

(The Bank has the right to determine how funds it receives will be applied in relation to your loan facility.)

Any and all payments made respecting the Obligations and monies realized from any Security Interests (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank sees fit, and the Bank may at any time change any appropriation as the Bank sees fit.

14. DEFAULT

(You must comply with the payment and other obligations that you have made in favour of the Bank. You must also strictly satisfy the covenants and agreements that you have made in this Security Agreement. Failure to do so will be considered a default and the Bank will consider its legal remedies and possibly pursue them. This Clause defines the defaults and outlines your obligations.)

14.1 Unless waived by the Bank, the Borrower shall be in default under this Security Agreement and shall be deemed to be in default under all other agreements between the Borrower and the Bank in any of the following events:

- (a) the Borrower defaults, or threatens to default, in payments when due of any of the Obligations; or
- (b) the Borrower is in breach of, or threatens to breach, any term, condition, obligation or covenant made by it to or with the Bank, or any representation or warranty of the Borrower to the Bank is untrue or ceases to be accurate, whether or not contained in this Security Agreement; or
- (c) the Borrower or a guarantor of the Borrower declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of any provisions for relief under the Bankruptcy and Insolvency Act (Canada), the Companies Creditors' Arrangement Act (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment; or
- (d) a receiver, manager, receiver and manager or receiver-manager of all or a part of the Collateral is appointed; or
- (e) an order is made or a resolution is passed for the winding up of the Borrower or a guarantor of the Borrower; or
- (f) the Borrower or a guarantor of the Borrower ceases or threatens to cease to carry on all or a substantial part of its business or makes or threatens to make a sale of all or substantially all of its assets; or
- (g) distress or execution is levied or issued against all or any part of the Collateral; or
- (h) if the Borrower is a corporation and any member or shareholder:
 - (i) commences an action against the Borrower; or
 - (ii) gives a notice of dissent to the Borrower in accordance with the provisions of any governing legislation; or

- (i) if the Borrower is a corporation and its voting control changes without the Bank's prior written consent; or
- (j) the Borrower uses any monies advanced to it by the Bank for any purpose other than as agreed upon by the Bank; or
- (k) without the Bank's prior written consent, the Borrower creates or permits to exist any security interest, charge, encumbrance, lien or claim against any of the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests; or
- (l) the holder of any other security interest, charge, encumbrance, lien or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or
- (m) the Borrower enters into an amalgamation, a merger or other similar arrangement with any other person without the Bank's prior written consent or, if the Borrower is a corporation, it is continued or registered in a different jurisdiction without the Bank's prior written consent; or
- (n) the Bank in good faith and on commercially reasonable grounds believes that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy or removed from the jurisdiction in which this Security Agreement has been registered; or
- (o) the lessor under any lease to the Borrower of any real or personal property takes any steps to or threatens to terminate such lease or otherwise exercise any of its remedies under such lease as a result of any default by the Borrower; or
- (p) the Borrower causes or allows hazardous materials to be brought upon any lands or premises occupied by the Borrower or to be incorporated into any of its assets, or the Borrower causes, permits, or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority; or
- (q) any permit, license, certification, quota or order granted to or held by the Borrower is cancelled, revoked or reduced, as the case may be, or any order against the Borrower is enforced, preventing the business of the Borrower from being carried on for more than 5 days or materially adversely changing the condition (financial or otherwise) of the Borrower's business; or
- (r) if an individual, the Borrower dies or is declared incompetent by a court of competent jurisdiction.

15. ENFORCEMENT

(If a default occurs, the Bank has numerous remedies and legal rights, including enforcement of the Security Agreement according to this Clause. You also have rights, provided by the *Personal Property Security Act* and the common law in your jurisdiction.)

15.1 Upon any default under this Security Agreement the Bank may declare any or all of the Obligations whether or not payable on demand to become immediately due and payable and the Security Interests will immediately become enforceable. To enforce and realize on the Security Interests the Bank may take any action permitted by law or in equity as it may deem expedient and in particular, without limitation, the Bank may do any of the following:

- (a) appoint by instrument a receiver, manager, receiver and manager or receiver-manager (the "Receiver") of all or any part of the Collateral, with or without bond as the Bank may determine, and in its absolute discretion remove such Receiver and appoint another in its stead;
- (b) enter upon any of the Borrower's premises at any time and take possession of the Collateral with power to exclude the Borrower, its agents and its servants, without becoming liable as a mortgagee in possession;
- (c) preserve, protect and maintain the Collateral and make such replacements and repairs and additions to the Collateral as the Bank deems advisable;

- (d) dispose of all or part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Bank may seem reasonable, provided that if any sale, lease or other disposition is on credit the Borrower will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies are actually received;
- (e) register assignments of the Intellectual Property, and use sell, assign, license or sub-license any of the Intellectual Property; and
- (f) exercise all of the rights and remedies of a secured party under the Act and any other applicable laws.

15.2 A Receiver appointed pursuant to this Security Agreement insofar as responsibility for its actions is concerned shall be the agent of the Borrower and not of the Bank and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Bank under this Security Agreement, and in addition shall have power to:

- (a) carry on the Borrower's business and for such purpose from time to time to borrow money either secured or unsecured, and if secured by granting a security interest on the Collateral, such security interest may rank before or on an equal basis with or behind any of the Security Interests and if it does not so specify such security interest shall rank in priority to the Security Interests; and
- (b) make an assignment for the benefit of the Borrower's creditors or a proposal on behalf of the Borrower under the Bankruptcy and Insolvency Act (Canada); and
- (c) commence, continue or defend proceedings in the name of the Receiver or in the name of the Borrower for the purpose of protecting, seizing, collecting, realizing or obtaining possession of or payment for the Collateral; and
- (d) make any arrangement or compromise that the Receiver deems expedient.

15.3 Subject to the claims, if any, of the creditors of the Borrower ranking in priority to this Security Agreement, all amounts realized from the disposition of the Collateral pursuant to this Security Agreement will be applied as the Bank, in its absolute discretion and to the full extent permitted by law, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and its own client basis) incurred by the Bank respecting or incidental to:
 - (i) the exercise by the Bank of the rights and powers granted to it by this Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of the powers granted to it by this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;
- (b) in or toward payment to the Bank of all principal and other monies (except interest) due in respect of the Obligations;
- (c) in or toward payment to the Bank of all interest remaining unpaid respecting the Obligations; and
- (d) in payment to those parties entitled thereto under the Act.

16. GENERAL PROVISIONS PROTECTING THE BANK

(You have granted this Security Agreement to the Bank in consideration by the Bank advancing funds or providing credit or a credit facility to you. The Bank will not be responsible for debts or liabilities that may arise except to the extent that it agrees to be responsible or liable in this Security Agreement. If enforcement becomes necessary, the Bank will act in good faith and in a commercially reasonable manner.)

16.1 To the full extent permitted by law, the Bank shall not be liable for any debts contracted by it during

enforcement of this Security Agreement, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Bank shall manage the Collateral upon entry or seizure, nor shall the Bank be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Bank shall not be bound to do, observe or perform or to see to the observance or performance by the Borrower of any obligations or covenants imposed upon the Borrower nor shall the Bank, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Bank be obliged to keep any of the Collateral identifiable. To the full extent permitted by law, the Borrower waives any provision of law permitted to be waived by it which imposes greater obligations upon the Bank than described above.

16.2 Neither the Bank nor any Receiver appointed by it shall be liable or accountable for any failure to seize, collect, realize, sell or obtain payments for the Collateral nor shall they be bound to institute proceedings for the purposes of seizing, collecting, realizing or obtaining payment or possession of the Collateral or the preserving of any right of the Bank, the Borrower or any other party respecting the Collateral. The Bank shall also not be liable for any misconduct, negligence, misfeasance by the Bank, the Receiver or any employee or agent of the Bank or the Receiver, or for the exercise of the rights and remedies conferred upon the Bank or the Receiver by this Security Agreement.

16.3 The Bank or any Receiver appointed by it may grant extensions of time and other indulgences, take and give securities, accept compromises, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the debtors of the Borrower, co-obligants, guarantors and others and with the Collateral and other securities as the Bank may see fit without liability to the Bank and without prejudice to the Bank's rights respecting the Obligations or the Bank's right to hold and realize the Collateral.

16.4 The Bank in its sole discretion may realize upon any other security provided by the Borrower in any order or concurrently with the realization under this Security Agreement whether such security is held by it at the date of this Security Agreement or is provided at any time in the future. No realization or exercise of any power or right under this Security Agreement or under any other security shall prejudice any further realization or exercise until all Obligations have been fully paid and satisfied.

16.5 Any right of the Bank and any obligation of the Borrower arising under any other agreements between the Bank and the Borrower shall survive the signing, registration and advancement of any money under this Security Agreement, and no merger respecting any such right or obligation shall occur by reason of this Security Agreement. The obligation, if any, of the Borrower to pay legal fees, a commitment fee, a standby fee or administration fees, under the terms of the Bank's commitment letter with the Borrower shall survive the signing and registration of this Security Agreement and the Bank's advancement of any money to the Borrower and any legal fees, commitment fees, standby fees or administration fees owing by the Borrower shall be secured by the Collateral.

16.6 In the event that the Bank registers a notice of assignment of Intellectual Property the Borrower shall be responsible for and shall indemnify the Bank against all maintenance and renewal costs in respect thereof, and any costs of initiating or defending litigation, together with all costs, liabilities and damages related thereto.

16.7 Notwithstanding any taking of possession of the Collateral, or any other action which the Bank or the Receiver may take, the Borrower now covenants and agrees with the Bank that if the money realized upon any disposition of the Collateral is insufficient to pay and satisfy the whole of the Obligations due to the Bank at the time of such disposition, the Borrower shall immediately pay to the Bank an amount equal to the deficiency between the amount of the Obligations and the sum of money realized upon the disposition of the Collateral, and the Borrower agrees that the Bank may bring action against the Borrower for payment of the deficiency, notwithstanding any defects or irregularities of the Bank or the Receiver in enforcing its rights under this Security Agreement.

17. APPOINTMENT OF ATTORNEY

(You appoint the Bank your attorney for specific matters.)

The Borrower hereby irrevocably appoints the Bank or the Receiver, as the case may be, with full power of substitution, as the attorney of the Borrower for and in the name of the Borrower to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Borrower is obliged to sign, endorse or execute and generally to use the name of the Borrower and to do everything necessary or incidental to the exercise of all or any of the powers conferred on the

Bank, or the Receiver, as the case may be, pursuant to this Security Agreement. This grant and authority shall continue and survive any mental infirmity or legal incapacity of the Borrower subsequent to the execution hereof.

18. CONSOLIDATION

(Should you wish to redeem the Security Interest, the Bank may require you to also pay other obligations to it before discharging its Security Interests.)

For the purposes of the laws of all jurisdictions in Canada, the doctrine of consolidation applies to this Security Agreement.

19. NO OBLIGATION TO ADVANCE

(The Bank determines, in the end, whether any advances or further advances under the loan facility will be made.)

Neither the preparation and execution of this Security Agreement nor the perfection of the Security Interests or the advance of any monies by the Bank shall bind the Bank to make any advance or loan or further advance or loan, or extend any time for payment of any indebtedness or liability of the Borrower to the Bank.

20. WAIVER

(Indulgences granted by the Bank should not be taken for granted.)

The Bank may permit the Borrower to remedy any default without waiving the default so remedied. The Bank may from time to time and at any time partially or completely waive any right, benefit or default under this Security Agreement but such waiver shall not be a bar to or a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default under this Security Agreement. No waiver shall be effective unless it is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right shall operate as a waiver of such right or any other right.

21. NOTICE

(This Clause describes how the various notices referred to in this Security Agreement may be given.)

Notice may be given to either party by prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided in this Security Agreement or at such other address as may be given in writing by one party to the other, and any notice if mailed shall be deemed to have been given at the expiration of three business days after mailing and if delivered, on delivery.

22. EXTENSIONS

(Your duties and responsibilities to the Bank remain in place regardless of any concerns you may have about the loan facility or the Bank's actions.)

The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Borrower, the Borrower's account debtors, sureties and others and with the Collateral and other security interests as the Bank may see fit without prejudice to the Borrower's liability or the Bank's right to hold and realize on the Security Interests.

23. NO MERGER

(Except as agreed upon in the Security Agreement or another contract specifically discussing this point, this Security Agreement is an independent obligation on your part.)

This Security Agreement shall not create any merger or discharge of any of the Obligations, or any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may be held by the Bank now or in the future from the Borrower or from any other person. The taking of a judgement respecting any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

24. RIGHTS CUMULATIVE

(This Agreement describes some rights and remedies of the Bank. The Bank also is entitled to rely on all other rights and remedies available to it in law and in any other agreements it has entered into with you.)

The Bank's rights and remedies set out in this Security Agreement, and in any other security agreement held

by the Bank from the Borrower or any other person to secure payment and performance of the Obligations, are cumulative and no right or remedy contained in this Security Agreement or any other security agreements is intended to be exclusive but each will be in addition to every other right or remedy now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Borrower and the Bank that may be in effect from time to time.

25. ASSIGNMENT

(Should the Bank assign or transfer or otherwise deal with this Security Agreement on its own behalf, you agree that the Security Agreement shall remain binding and effective upon you.)

The Bank may, without notice to the Borrower, at any time assign or transfer, or grant a security interest in, all or any of the Obligations, this Security Agreement and the Security Interests. The Borrower agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Bank's rights and remedies under this Security Agreement and the Borrower will not assert as a defence, counterclaim, right of set-off or otherwise any claim which it now has or may acquire in the future against the Bank in respect of any claim made or any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the assigned Obligations to the assignee, transferee or secured party, as the case may be, as the said Obligations become due.

26. SATISFACTION AND DISCHARGE

(Until this Security Agreement is terminated and any registrations relating to it are discharged, the Security Agreement will remain effective even though the indebtedness to the Bank may have been paid.)

Any partial payment or satisfaction of the Obligations, or any ceasing by the Borrower to be indebted to the Bank shall not be a redemption or discharge of this Security Agreement. The Borrower shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations, and upon written request by the Borrower and, subject to applicable law, payment to the Bank of an administrative fee to be fixed by the Bank and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Bank in connection with the Obligations and such release and discharge. The Borrower shall, subject to applicable law, pay an administrative fee, to be fixed by the Bank, for the preparation or execution of any full or partial release or discharge by the Bank of any security it holds, of the Borrower, or of any guarantor or covenantor with respect to any Obligations.

27. ENVIRONMENT

The Borrower represents and agrees that:

- (a) it operates and will continue to operate in conformity with all applicable environmental laws, regulations, standards, codes, ordinances and other requirements of any jurisdiction in which it carries on business and will ensure its staff is trained as required for that purpose;
- (b) it has an environmental emergency response plan and all officers and employees are familiar with that plan and their duties under it;
- (c) it possesses and will maintain all environmental licences, permits and other governmental approvals as may be necessary to conduct its business and maintain the Collateral;
- (d) there has been no complaint, prosecution, investigation or proceeding, environmental or otherwise, respecting the Borrower's business or assets including without limitation the Collateral;
- (f) it will advise the Bank immediately upon becoming aware of any environmental problems relating to its business or the Collateral;
- (g) it will provide the Bank with copies of all communications with environmental officials and all environmental studies or assessments prepared for the Borrower and it consents to the Bank contacting and making enquiries of environmental officials or assessors;
- (h) it will from time to time when requested by the Bank provide to the Bank evidence of its full compliance with the Borrower's obligations in this Clause 27.

28. ENUREMENT

This Security Agreement shall enure to the benefit of the Bank and its successors and assigns, and shall be binding upon the Borrowers and its heirs, executors, administrators, successors and any assigns permitted by the Bank, as the case may be.

29. INTERPRETATION

29.1 In this Security Agreement:

- (a) "Collateral" has the meaning set out in Clause 1 and any reference to the Collateral shall, unless the context otherwise requires, be deemed to be a reference to the Collateral in whole or in part;
- (b) "the Act" means the *Personal Property Security Act* of the province of British Columbia.

29.2 Words and expressions used in this Security Agreement that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined in this Security Agreement or unless the context otherwise requires.

29.3 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause of this Security Agreement.

29.4 The headings used in this Security Agreement have been inserted for convenience of reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

29.5 This Security Agreement shall be governed by the laws of the province referred to in subclause 29.1(b). For enforcement purposes, the Borrower hereby attorns to the jurisdiction of the courts and laws of any province, state, territory or country in which the Bank enforces its rights and remedies hereunder.

30. COPY OF AGREEMENT AND FINANCING STATEMENT

The Borrower:

- (a) acknowledges receiving a copy of this Security Agreement; and
- (b) if the Act so permits, waives all rights to receive from the Bank a copy of any financing statement or financing change statement filed, or any verification statement or other document received at any time respecting this Security Agreement.

31. TIME

Time shall in all respects be of the essence.

32. INDEPENDENT ADVICE

The Borrower acknowledges having received, or having had the opportunity to receive, independent legal and accounting advice respecting this Security Agreement and its effect.

33. PARENTHETICAL COMMENTS

The Borrower acknowledges and agrees that the comments in parentheses are intended to provide a brief but not thorough indication of the intent of the legal provisions that follow in each subsequent clause, and do not form part of this Security Agreement.

34. THE COMMITMENT LETTER

The Bank has extended an offer of financing or a commitment letter to the Borrower relating to the loan facilities secured by this Security Agreement. The Borrower acknowledges and agrees that in the event of any discrepancy between any term of this Security Agreement and any term of the commitment letter, the terms of the commitment letter shall apply and take precedence over the terms of this Security Agreement.

IN WITNESS WHEREOF the Borrower has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

N.A.P. WINDOWS & DOORS LTD.

Per: 

Name: Frank Rapponi

Title: President and Secretary

I have the authority to bind the Corporation.

SCHEDULE "A"Subclause 1.1(a):

1. the following specific items, even though they may be included within the descriptions of Collateral
(insert description by item or kind):

2. the following serial numbered goods:

Serial No. (re motor vehicles & trailers, etc.)

Year

Make and Model

3. Location(s) of the Collateral:

2150 Enterprise Way
Kelowna, British Columbia
V1Y 6H7

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ALUMINAKI PRODUCTS LIMITED 1 SUMMERLEA RD. BRAMPTON, ONTARIO SECTION 1 - ITEM NUMBERS 128 TO 369:-						
			Z-Bar Department			
128	1	ZB1	15-ton OBI punch press, 1-cavity die, mortise press dd kit	Famco		
129	1	ZB2	8-ton punch press, 1-cavity die, z-bar mortise press	Alceco	8-1P	212
130	1	ZB3	15-ton OBI punch press, new z-bar press	Rousselle	No. 2	722
131	1	ZB4	Uni pneumatic punch press, 6-hole punch z-bar, c/w (6) Unitool punches, 80" W.	Whiting	Multi Punch	
132	1	ZB5	Uni pneumatic punch press, 6-hole punch sweeps & dd kit, c/w (6) Unitool punches, 96" W			
133	1	ZB6	OBI punch press, 4-cavity die century box sweep, air clutch	Brown Boggs	13L	
134	1	ZB7	15-ton OBI punch press, 2-cavity die, 1" wood core box sweep	Rousselle	2E	18246
135	1	ZB8	15-ton OBI punch press, 1-cavity die, wood core-face sweep	Famco	55A	
136	1	ZB9	20-ton OBI punch press, 8-cavity die, wood core box sweep	Brown Boggs	S13LW	68350
137	1	ZB11	20-ton OBI punch press 1-cavity die, 1-1/2" z-bar header, w/ punches	Brown Boggs	13L	CH10006
138	1	ZB12	20-ton OBI punch press, c/w air clutch, 1-cavity die, 2" o/l z-bar header	Rousselle	No. 3	
139	1	ZB13	40-ton OBI punch press, 6-cavity die, 2" pre-hung header	Blow	No. 4	
140	1	ZB14	20-ton OBI punch press, 6-cavity die, 1-1/2" pre-hung header	Brown Boggs	13LW	66461
141	1	ZB15	5-ton punch press, 2-cavity die, 2" header	Famco	No. 51	
142	1	ZB16	20-ton punch press, 1-cavity die, 1" z-bar header, C-frame, w/ drill	Alceco	15-1P	196
143	1	ZBS1	radial arm pull saw, w/ coolant	Delta	MX3	3135
144	1	ZB17	5-ton punch press, 3-cavity die, L-sweep	Alva Allen		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
145	1	N/A	5-ton punch press	Alva Allen		
146	1	ZB18	10-ton OBI punch press, 1- cavity die, z-bar hinge punch	Brown Boggs	11LW	
147	1	ZB19	screw cap cover packaging table 36" x 96"			
148	1	ZB20	z-bar hinge assembly table 36" x 96"			
149	1	ZB21	z-bar hinge assembly table 36" x 96"			
150	1	ZB22	z-bar hinge assembly table 36" x 96"			
151	1	ZB23	double z-bar packaging table 60" x 90"			
152	1	ZB24	single z-bar packaging table 27" x 90"			
153	1	ZB25	single z-bar packaging table 27" x 90"			
154	1	ZB26	z-bar Schlegel table 36" x 48"			
155	1	ZB27	z-bar box table			
156	1	N/A	lot, of pallet racking, including (12) uprights, & 48 load beams			
			Woodcore Department			
157	1	WC1	15-ton OBI punch press, 2- cavity die	Rousselle	No. 2E	18947
158	1	WC2	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
159	1	WC3	5-ton punch press, 8-cavity die	Azimuth	4SP	2458
160	1	WC4	5-ton punch press, 6-cavity die	Alva Allen	BT-5	6250025
161	1	WC5	5-ton punch press, 4-cavity die	"Haas"		
162	1	WC6	4-ton punch press, 1-cavity die	Alceco	4-1P	1548
163	1	WC7	multi 5-head air press, 7.5' L.			
164	1	WC8	5-ton punch press, 2-cavity die	"Haas"		
165	1	WC9	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
166	1	WC10	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
167	1	WC11	5-ton punch press, 1-cavity die	Rousselle	No. 0E	22493
168	1	WC12	work table 36" x 84"			
169	1	WC13	window frame assembly table 36" x 84"			
170	1	WC14	security grid assembly table 36" x 96"			
171	1	WC15	door assembly table 29" x 72"			
172	1	WC16	door assembly table 29" x 72"			
173	1	WC17	swivel table 36" x 68"			
174	1	WC18	swivel table 36" x 68"			
175	1	WC31	V-notch mitre saw	Sampson	MN150-12	2965
176	1	WC32	triple-head mitre saw	LeTarte	Econ-O-Mitre THM12	0688008
177	1	WC33	radial arm saw w/ coolant	Rockwell	14-RAS	J16005

Tcl No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
178	1	WCS4	double-head mitre saw, w/ length stop & worktable	Stone Mny.	DM10	0460
179	1	WCS5	panel saw c/w router attachment	Safety Speed Cut	SR5	42103
180	1	WCS6	1 h.p. dust collector	Jet	DC650	
181	1	N/A	2-bay pallet rack			
182	1	N/A	Schlegel weatherstrip inserter			
			Mullion Department			
183	1	ML1	milling machine w/ drill	Wegoma		
184	1	ML2	milling machine w/ drill (new 1984)	Wegoma	AK255	84206
185	1	ML3	milling machine w/ drill (new 1996)	Wegoma	AK255.3	26469
186	1	ML4	10-ton punch press, 8-cavity die	Alceco	6-1P	659
187	1	ML5	4-ton punch press, 2-cavity die	Alceco	4-1P	1792
188	1	ML6	pneumatic milling machine			
189	1	ML7	5-ton punch press, 1-cavity die	Rousseile	0E	AE10664
190	1	ML8	10-ton OBI punch press, 8-cavity die	Rousseile	No. 1A	16122
191	1	ML9	5-ton punch press, 4-cavity die	Alva Allen	BT-5	KFF38182
192	1	ML10	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	CHL0010
193	1	ML11	custom milling machine for weep hole	Rouse	Precision Miller	
194	1	ML12	vertical 3-lite assembly fixture			
195	1	ML13	3-lite assembly table			
196	1	MLS1	radial arm saw w/ coolant	Rockwell		2917-B
197	1	MLS2	custom milling machine (6) pcs at-a-time			
198	1	MLS3	custom milling machine (3) pcs at-a-time			
199	1	MLS4	double-head straight cut saw			
	1		Screen Department			
200	1	SC1	weather strip inserter, woodcore screen rail Schlegel machine			
201	1	SC2	1 lite assembly table view & vent housing			
202	1	SC3	20-ton punch press, 3-hole punch view & vent housing	Brown Boggs	13LW	12723
203	1	SC4	5-ton punch press, 1-cavity die	Alva Allen	BT-5	AGH36530
204	1	SC5	view and vent assembly table			
205	1	SC6	5-ton punch press, 2-cavity die	Alva Allen	BT-5	FGH56908
206	1	SC7	Uni punch press, 1-hole punch custom view & vent housing	Multicyl		
207	1	SC8	5-ton punch press, (1) die, light slide bar			
208	1	SC9	5-ton punch press, (1) die, woodcore screen punch	Alva Allen	BT-5	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
209	1	SCS1	radial arm saw w/ coolant, V & Vent/Screen Rail	Rockwell	14-RAS	HR3019
210	1	SCS2	V-notch mitre cut saw Woodcore screen Frame	Sampson	MN-12	6368
211	1	SC10	view and vent assembly table			
212	1	SC11	view and vent screen cutting table 48" x 126"			
213	1	SC12	view and vent screen table 25" x 73"			
214	1	SC13	screen table 48" x 96"			
215	1	SC14	screen table 48" x 96"			
216	2	SC15	screen tables 54" x 115" w/ articulating arm @ \$300 ea.	Screen Centre		
217	1	SC16	Woodcore screen table 24" x 72"			
218	1	SC17	2-lite screen assembly table 44" x 77"			
219	1	SC18	2-lite screen assembly table 50" x 36"			
			Sashing Department			
220	1	SA1	5-ton punch press, 1-cavity die, operating CMR	Alva Allen	BT5	
221	1	SA2	5-ton punch press, 4-cavity die, 2 pr handles	Alva Allen	BT5	FGH56897
222	1	SA3	20-ton OBI punch press, 4-cavity die operating handles	Brown Boggs	13LW	12382
223	1	SA4	4-ton punch press, 2-cavity die, operating heights	Alceco	4-1P	1083
224	1	SA5	27-ton punch press, 1-cavity die, woodcore handles	L & J	No. 3-1/2	35109
225	1	SA6	weatherstrip insertion table			
226	1	SA7	sashing assembly table 66" x 32"			
227	1	SA8	sashing assembly table 66" x 32"			
228	1	SA9	sashing assembly table 66" x 32"			
229	1	SA10	sashing assembly table 66" x 32"			
230	1	SA11	sashing assembly table 66" x 32"			
231	1	SAS1	radial arm saw	Rockwell	14-RAS	FU6417
232	1	SAS2	V-notch mitre cut saw	Sampson	MN150	4178
233	1	SAS3	V-notch mitre cut saw	Sampson	MN150	4179
234	1	SA12	schedule table 44" x 27"			
235	1	SA13	pre-assembly sash parts table 48" x 60"			
236	1	SA14	pre-assembly sash parts table 60" x 30"			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
237	1	SA15	pre- assembly sash parts table 24" x 84"			
238	1	SA16	1-lite assembly table 72" x 39"			
239	1	SA17	1-lite assembly table 72" x 39"			
240	1	SA18	1-lite assembly table 72" x 39"			
			Retractable Screen			
241	1	RS1	10-ton OBI punch press, 6-cavity die sill cash & carry	Brown Boggs	11L	
242	1	RS2	5-ton punch press, 6-cavity die header cash & carry	Alva Allen	BT5	
243	1	RS3	5-ton punch press, 4-cavity die, header & sill, d door & entry	"Haas"		
244	1	RS4	5-ton punch press, 4-cavity die	Alva Allen	BT5	
245	1	N/A	5-ton punch press	Alva Allen	BT5	
246	1	RS5	5-ton punch press, 1-cavity die header & sill, entry & d door			
247	1	RS6	5-ton punch press, 1-cavity die, jamb, cash & carry/entry/patio	Roussellie	No. 0E	22492
248	1	RS7	5-ton punch press, 2-cavity die, header, cash & carry/patio	Alva Allen	BT5	
249	1	RS8	5-ton punch press, 1-cavity die, header, cash & carry/patio	Alva Allen	BT5	
250	1	RS9	5-ton punch press, 1-cavity die, plastic bolt, all	"Haas"		
251	1	RS10	5-ton punch press, 3-cavity die, jamb, all	Alva Allen	BT5	
252	1	N/A	5-ton punch press (no motor)	Alva Allen	BT5	
253	1	N/A	4-ton punch press	Alceco	4-IP	
254	1	RSS5	radial arm saw, header patio/cash & carry	Rockwell	14-RAS	J16004
255	1	RS12	assembly table small parts 31" x 78"			
256	1	RS13	handle assembly table 38" x 83"			
257	1	RS14	48" screen cutting table 49" x 97"			
258	1	RS15	36" screen cutting table 128" x 50"			
259	1	RS16	assembly table 96" x 24"			
260	1	RS17	packaging table 98" x 49"			
			Process			
261	1	PR1	20-ton OBI punch press, 6-cavity, 1-5/8" & 2" sill	Brown Boggs	13LW	69140
262	1	PR2	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	
263	1	PR3	20-ton punch press, 2-cavity die 2" rail punch	Walsh	No. 3	
264	1	PR4	20-ton OBI punch press, 2-cavity die, 1-1/4" rail punch			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
265	1	PR5	18-ton punch press, 2-cavity die, 1-5/8" sill punch	L & J	No. 2	22756
266	1	PR6	copy router (new 1996)	Actual	FC100AP	96P237
267	1	PR7	copy router with converter AC motor control	Actual	FC100AP	97P117
268	1	PR8	40-ton OBI punch press, 2-cavity die, 1-5/8" century rail	Brown Boggs	15LW	
269	1	PR9	multi spindle drill press, w/ Commander drill head	Walker Turner	1112-41	40711
270	1	PR10	36" air operated shear	Brown Boggs	237AL	
271	1	PR11	vertical band saw, 14"	Sharp		
272	1	PR12	auto. weather stripping machine 1-5/8 century rail (On loan from Schlegel Corp.)	Schlegel Corp.	Roll-In Machine	9428
273	1	PR13	auto weather stripping machine 2" rail (On loan from Schlegel Corp.)	Schlegel Corp.		120579
274	1	PRS1	2-head mitre saw, with (5) drills (new 1984)	Elumatec	DG102	81010
275	1	PRS2	2-head mitre saw, with (4) drills, & E110 DRO (new 1994)	Elumatec	DG102	25-590
276	1	PRS3	2-head mitre saw, with (5) drills	Sampson		
277	1	PRS4	2-head mitre saw, with (4) drills (new 1982)	Elumatec	DG102	181150
278	1	PRS5	2-head mitre saw, with (4) drills	Sampson		
279	1	PRS6	2-head mitre saw, with (2) drills (new 1981)	Elumatec	DG102	180869
280	1	N/A	2-bay pallet rack			
281	1	N/A	1-bay pallet rack			
282	1	N/A	8-bay pallet rack			
283	2	N/A	mobile stock ladders			
284	5	N/A	double-sided vertical extrusion racks			
			Assembly			
285	1	AS1	11' dual belt conveyor			
286	1	AS2	pneumatic squaring table (new ca. 1988)	Vinton		
287	1	AS3	main frame pre-assemble table 48" x 48"			
288	1	AS5	door re-work table on casters			
	1		Vinyl & Hinge Department			
289	1	VNS1	radial arm saw	Rockwell	14-RAS	J15857
290	1	HQS1	5/8" hinge saw c/w US variable speed drive			
291	1	HQS2	1-1/8" hinge saw	Delta		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
292	1	HG1	hinge assembly table with custom hinge machine			
			Door Line			
293	1	DL1	10' gravity roller conveyor with pneumatic lift & Intermac 9560 control			
294	1	DL2	8' x 64" chain roller conveyor variable speed	Damark	96X64	4840
	1	DL3	10' shrink tunnel, triple zone	Damark	S64TX	5439
	1	DL4	8' x 64" chain roller conveyor, variable speed	Damark	64RX96	5437
295	1	DL5	8' x 4' work table with roller			
296	1	DL6	shrink bag rack			
297	1	DL7	walkway			
298	1	DL9	30' x 42" belt conveyor, variable speed	Roach Conveyors		175197/ 161453
299	1	DL10	31' x 40" belt conveyor, variable speed	Rapistan		
300	1	DL11	40' x 38" belt conveyor variable speed	Roach Conveyors		188933
301	1	DL12	corner roller system, approx. 18' x 48"			
302	1	DL13	40' x 38" belt conveyor variable speed	Roach Conveyors		187910
303	1	DL14	die cut staple table			
304	1	DL15	die cut staple table			
305	1	DL16	40" x 60" work bench for pre-hung doors			
306	1	DL17	hardware cart			
307	1	DL18	hardware cart			
	1		Shipping Department			
308	1	LT3	propane forklift truck, w/ side-shifter & Safe-Tilt mast	Toyota	42-6FGCU25	76341
309	1	LT4	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	5FGC25	15610
310	1	PW1	pallet wrapper	Orion	L66-6479	6096479
311	1	PW2	pallet wrapper	Orion	L66-12TP	8048248
312	1	PW3	pallet wrapper	Liberty	4-Series 4.4	
313	1	COMP-1	50 h.p. air compressor	Hydrovane		
314	1	COMP-2	40 h.p. air compressor	Hydrovane		
315	1	COMP-3	compressor air dryer with pre and after filter	Dry Energy	DE109	
316	1	LT5	electric reach forklift truck, 3000 lb. cap.	Raymond	20R30TT	201495S-C
317	1	LT6	electric pallet lift truck, 8' forks	Raymond	12TM-FRE80L	112-96 17635
318	1	STM-1	strapping machine	Signode	SP300	P3005-BL3

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
319	192	N/A	(approx.), pallet racking uprights, 18' high x 32" wide @ \$60 ea. (rounded)			
320	704	N/A	(approx.), pallet racking load beams, @ \$7 ea. (rounded)			
321	1	N/A	grinder			
322	2	N/A	work benches			
323			number not used			
324	1	N/A	mobile stock ladder			
325	1	N/A	pallet truck			
326	1	N/A	air compressor	Champion	HRA15-12	R40-884
			Maintenance Department			
327	1	M1	table saw	Rockwell	34-450	G-16886
328	1	M2	electric scissor lift	Plant Master	119SPEP	
329	1	M3	horizontal bandsaw	Carolina	HV12	003790
330	1	M5	bench grinder	Baldor	612R	
331	1	M6	bench drill press	Buffalo	No. 15	3982
332	1	M7	pedestal drill press	Manhattan	951230	70845
333	1	M8	hydraulic shop press, 30 ton cap	Carolina	HV100	004822
334	1	M9	arc welder, 250 amp. AC/DC	Miller	Dialarc	KC323648
335	1	N/A	48" air operated shear, 18 ga.	Brown Boggs	249AL	
336	1	N/A	surface grinder w/ 6" x 18" magnetic chuck	K. O. Lee	S718	17588-HA
337	1	N/A	lot, allowance for assorted maintenance shop equipment & racking, etc.			
			Receiving Department			
338	1	LT1	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	74937
339	1	LT2	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	75981
340	1	SCALE-1	5000 lb. cap. platform scale, w/ Fairbanks DRO	Eastern Scale		
341	1	CP1	vertical hydraulic bailer, 4' x 4' x 2' bail size	Gensco	V15-60	2-593
342	15	N/A	single cantilever storage racks, 4-level, @ \$500 ea.			
343	9	N/A	double cantilever storage racks, 4-level @ \$750 ea.			
344	1	N/A	mezzanine, 15' x 50'			
			Display Department			
345	1	STM-2	strapping machine	Strapack	SS-80	69184205
346	29	N/A	pallet racking uprights 18' high x 32" wide @ \$60 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
347	72	N/A	pallet racking load beams @ \$7 ea.			
			Machines Not In Use			
348	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
349	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
350	1	N/A	8' shrink tunnel, c/w variable speed chain roller conveyor	Damark		
	1	N/A	8' infeed chain roller conveyor, variable speed			
	1	N/A	8' outfeed chain roller conveyor, variable speed			
351	1	N/A	milling & drilling machine, (new 2005)	Craftex	30 H977	B0505161
352	1	N/A	2-head mitre saw with drills	Elumatec		
353	1	N/A	2-head mitre saw	Pro-Line		
354	1	N/A	electric reach-truck 2000 lb. cap. (not in working condition)	Clark		
355	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
356	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
			Carts & Racks (counts approximate)			
357	92	N/A	door carts @ \$100 ea.			
358	68	N/A	rail carts @ 100 ea.			
358	166	N/A	stacking racks @ \$100 ea.			
359	23	N/A	z-bar upright carts @ \$50 ea.			
360	2	N/A	hardware carts @ \$50 ea.			
361	108	N/A	10 x 10 hole carts @ \$25 ea.			
362	10	N/A	screen carts @ \$50 ea.			
363	14	N/A	header/sill process carts @ \$25 ea.			
364	18	N/A	mullion trillight frame carts @ \$50 ea.			
365	14	N/A	glass carts @ \$50 ea.			
366	6	N/A	woodcore, frame carts @ \$25 ea.			
367	6	N/A	woodcore, core carts @ \$250 ea.			
368	6	N/A	kick plate carts @ \$25 ea.			
369	39	N/A	sashing carts @ \$25 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ALUMINART PRODUCTS LIMITED 1 SUMMERLEA RD., BRAMPTON, ONTARIO SECTION 2 - ITEM NUMBER 370:						
			PRO-LINE AUTOMATION CUSTOM MACHINERY, EQUIPMENT & TOOLING TO MFR. A RETRACTABLE SCREEN PRODUCT LINE			
370	1		Complete parcel of Pro-Line Automation Systems Ltd. custom machinery, equipment, and tooling to manufacture the proprietary retractable screen product line, per Pro-Line Automation Systems Ltd. February 2007 invoice, number 09879-07, (copy enclosed), including the following:			
	1	RSS1	up-cut saw, c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor	Pro-Line	Pro-Cut SSU-100D	88783
	1	N/A	servo controlled automatic self-positioning length gauge, c/w: (2) backfence (infeed and Pro-Stop	Pro-Line	Pro-Stop 10A	88784
	1	RSS2	vertical double mitre saw c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor (2) backfence (infeed & length gauge (1) mitre block (for length gauge)	Pro-Line	DMV-210	88644
	2	N/A	six-station punch dies	Pro-Line		
	2	N/A	three-station punch dies	Pro-Line		
	1	RSS3	acoustically enclosed hydro pneumatic end milling machine, c/w: (1) spraymist lubrication system (1) custom carbide cutter stack (1) custom contoured clamping fixture to accommodate six profiles at a time	Pro-Line	Pro-Fab MM-8P	88766
	1	RSS4	custom programmable single-head CNC routing machine, c/w: (1) implementation of digital readout of centering device (1) screen table	Pro-Line	CNR-700	88750

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.	Orderly Liquidation Value (CAD \$)
370 cont	1	RS11	4-head drilling machine, header/sill/ jamb, all	Pro-Line	AD-42	88786	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ARCOR WINDOWS & DOORS INC. 55 INNOVATION DR., FLAMBOROUGH, ONTARIO ITEM NUMBERS 1 TO 127:						
1	1	BEND	hot air vinyl bending system (new ca. 2000)	Witte	WL-3M	WNA-00605
2	1		Complete glass cutting line, including the following:			
	1	BGCT-1073	automatic glass cutting table, approx. 9' x 13', c/w GE Fanuc Series OM control (ca. 1998)	Billco	CNC560	W.O. 97126
	1	GCT1-1048	break-out air float table, approx. 7' x 13'6" (new 1986)	Rodrigue		A606
	1	GCT2-1049	free-fall air float table, approx. 9'6" x 14'	Besten	SBOT	53-105-0378
	1	GCT3	glass cutting air float table, approx. 10' x 12'			
	7	N/A	free-fall glass racks	Roll-Tech		
3	1	CC1-1014	corner cleaner, (new 1987)	Urban	SV300/2	30206
4	1	CC2-1013	corner cleaner, (new 1988)	Urban	SV300/2	30191
5	1	CC3	corner cleaner, (new ca. 2000)	Pro Line	Pro-Clean CC300	87299
6	1	CM-1050	20 h.p. rotary screw air compressor	Hydrovane	SR6600 MK3	14HV208319
7	1	CM-3	piston air compressor, 25 h.p., 2-stage	Champion	HRA24-12 (reported)	R0026849 (reported)
8	1	CR-1	3-tonne overhead bridge crane, single-girder, 48' span, c/w Vulcan 3-ton elec. chain hoist, & extrusion lift cradle	Munck		98-2685
9	1	CR-2	3-tonne overhead bridge crane, single-girder, c/w Vulcan 3-ton elec. chain hoist	Munck		002829
10	1	CV4R-1038	finished window vertical roller conveyor system			
11	1	D1-1019	multiple spindle drill	ARO / GY-Roll		4700-3
12	1	D2-1032	drill press	Rexon		
13	1	D3-1090	tall screen pin drill	Delta	Cat. # 11-960C	9423
14	1	DC-2	2.5 h.p. dust collector (1991)	Toolux	SDC-2042	--4477

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
15	1	DC-3	3 h.p. dust collector	Cantek	UFO-102B	4005
16	1	DC-4	3 h.p. dust collector	Cantek	UFO-102B	4004
17	1	DC-5	3 h.p. dust collector	Cantek	UFO 102B	
18	1	DC-6	5 h.p. dust collector	Cantek	UFO 103B	13
19	1	DC-8	dust collector, single bag (new 1997)	King	KC-310-8C	709208
20	1	DC-9	dust collector, (new 2000)	King	KC-4043C	
21	1	DOOR-LINE	door tilt assembly line, (4) stations, (new ca. 2000)			
22	1	DRY-1082	refrigerated compressed air dryer, c/w Envirosave unit & 2 filters	Vanair	RAD-75, 115-1-60X	98P1A-VJ599-10A
23	1	N/A	air glide application table, approx. 84" x 84" (ca. 2007)	Edgetech I.G. Inc.	E-3000	0043
24	1	GW-1005	glass washer, 84" wide, 6-brush, c/w 4' x 8' caster table outfeed, (new ca. late 1970's)	Somaca	GW-8846-6 (reported)	45486 (reported)
	1	PUMP-DET	glass washer detergent pump	Graymills (reported)		
	1	PUMP-DET-1	glass washer pump	Graymills (reported)	TN36-F (reported)	
	1	PUMP-PRE-WASH	glass washer pre wash pump	Monarch (reported)	ACE-S75SD (reported)	1900 (reported)
	1	PUMP-RINSE	glass washer rinse pump			
	1	G-ETCH	glass etching machine	Matthews	Air Grit 7650	D2713-901
25	1		Complete insulating glass unit fabricating line, including the following:			
	1	IG-ASSY	insulating glass unit vertical assembly line, (new ca. 2000), including: 1st. station: type rack muntin dual servo, 1.6 x 3.6, ser. no. 1944 2nd. station: type automatic assembly, 1.6 x 3.0, ser. no. 1945 3rd. station: roller press 4th. station: type rack motorized, 1.6 x 3.6, ser. no. 1946	William Design Ltd.	"Superfast" I.G. Line	ref. no. AQ1900
	1	AGF-HS	high speed Argon fill station	FDR	RSGZ90	5199 (reported)
	1	GM-QUAD	automatic sealant applicator (new ca. 2000)	Spadix	Quad Seal	
	1	GM2	gunning machine, hot melt sealant application system, (new ca. 2000)	Graco	STE55 (Spadix)	000424 (Spadix)

Tcl No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
25 cont	1	LINER STRIP-PER-1	roller liner stripper	Edgetech		LS2391
	1	SST1	Super Spacer table, 96" x 105"	Glassroll Fabrication		CP/7800 (reported)
	1	SSTA	automatic spacer applicator, (new ca. 2000) c/w: (1) 5' x 8' air infeed table (1) 5' x 8' 9-belt infeed conveyor, ser. no. D962 (1) 5' x 8' 9-belt outfeed conveyor, ser. no. D962	LaFond	BEAM	D962
	1	N/A	lot, various caster tables, & any related auxiliary equipment, electrics, & controls, etc.			
	1	TGST-1047	triple glaze spacer table	Arcor		
26	1	LT-1027	propane forklift truck (in outside yard, out of service)	Clark	C500-S80 (reported)	685-0081-7419-K0F (reported)
27	1	LT-2	propane forklift truck, triple mast, side-shifter, pneum. tires	Nissan	PJ02A25PV	chassis # PJ02-9H7245
28	1	M1-1018	pull rail milling machine	Preston	6F600 (reported)	5051
29	1	N/A	2 h.p. dust collector	Toolbox	SDC-2042	
30	1	M3	end milling machine (new ca. 2000)	Pro-Line	MM2	87211
31	1	MIG-2	MIG welder	Esab	Migmaster 250	MALJ108012
32	1	MILL-ING-1	vertical milling machine	Long Chang	LC-1-1/2VS	76069234
33	1	OH-1054	¼ ton overhead elec. hoist	Budgit	1151116	257523
34	1	P18	window line punch	Pro Line		
35	1	P19	door sweep punch	Pro Line		
36	1	P4-1004	sash drain hole and EOL drain punch	APB		6409 Frame 6414 Die
37	1	P7-1016	Regal trim punch	Arcor		die # 29
38	1	P8-1012	Marquis DH frame balance shoe knock-out	Alloy & Copp		8294
39	1	P9-1010	Rel / Mol weep punch	Alloy & Copp		
40	1	PAINT	paint booth, approx. 18' x 37' x 10' H., (new ca. 2003)	Supreme Air System	SAE27DN (reported)	030703 030711 (reported)
41	1	PAINT SHAK-ER-2	paint shaker	Broncorp	Cyclone M232	043737
42	1	PALLET TRUCK-1	pallet truck	Mahaffy	Pallet Wrangler 90	117881

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
43	1	N/A	lot, allowance for assorted contents of storage trailers, including:			
	1	PS-1053	wrapping machine	Muller	LP800	8030989
	1	PS-V	door wrapper	Muller	2201	A3800195
	1	N/A	lot, misc. racks, & equipment			
44	1	RI2	door profile router, 5 kw. (new 1988)	Becz Machine	762	20703
45	1	RI3	manual double template copy router (new ca. 2000)	Pro-Line	CR700	87210
46	1	RI4	Valcor tilt latch router	Vega Automation	1617 EVS Bosch routers	
47	1	RI6	door wood jamb router			
48	1	R21	pivot pin router			
49	1	R2-1021	multi-point lock router (new 1987)	Giovanini	COPY-S	6578
50	1	R3-1022	single-head copy router (new ca. mid 1980's)	Wegoma	AKF-226	2266703
51	1	R5-1024	twin-head auto router	AMTD	DR2/2	
52	1	R9	MDH pull rail milling machine		cat. # 5670 (reported)	608A4994501 20 (reported)
53	1	S1-1003	twin-head compound mitre saw (new 1988)	Elumatec	DG104	25401
54	1	S10-1063	vinyl grid milling machine/saw	AMTD	M300L	722
55	1	S12-1042	compound mitre saw	DeWalt	705-04 type 3	1786
56	1	S15-1060	door cutting panel saw (horiz/vert)	Safety Speed Cut	H-4	R-96
	1	S15-1060-SAW	circular saw, 2.5 h.p.	Milwaukee	6410	771A49524 0080
57	1	S19	metal cutting band saw	King	KC128-C	055489
58	1	S2-1002	2-head brick mould mitre saw	Emmegi	TRD450 LINEA	141479
59	1	S21	10" mitre saw	Delta	MS210	
60	1	S24	wood cutting table saw	Delta	36-944C	99K70763
61	1	S27	mitre saw	Pro-Line	CS25	87246
62	1	S28	14" steel cutting chop saw	DeWalt	D870-04	25116
63	1	S29	12" mitre saw	DeWalt	DW705	202774
64	1	S3-1244	mitre saw c/w roller conveyor, pneum. stop, & DRO	Elumatec	MGS-72	33424
65	1	S31	12" mitre saw	DeWalt	DW705	71683
66	1	S32	12" mitre saw	DeWalt	D704-04	1164
67	1	S33	12" mitre saw	DeWalt	DW705	202768
68	1	S38	table saw (new 2002)	General	50-250 M1	50681402
69	1	S39	10" compound mitre saw	Delta	36-240C	K0048
70	1	S4-1245	10" mitre saw, c/w 10' roller conveyor, length stop, & DRO	Delta	MS250	040652QC

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
71	1	S41	10" mitre saw	Delta	MS250	036353QC
72	1	S44	10" mitre saw	Delta	MS210	055658.Q
73	1	S47	10" compound mitre saw	Makita	LS1013	48043A
74	1	S48	10" mitre saw	Delta	MS210	T1-0156 26QC
75	1	S9-1062	aluminum spacer saw c/w (2) IGE notchers, (new 1992)	Wegoma	TS250	2502704
76	1	SAF-1	automatic feed saw, c/w E700 control, & (7) pairs of fixtures, etc., (new ca. 2000)	Pro-Line	AF220	87253
77	1	SCR1-1046	screen roller and table			
78	1	SCR2	screen roller and table			
79	1	S-RAD-1	radial arm saw c/w roller conveyor	Delta	33-990C	91L74755
80	1	S-RT	round top saw	Makita	LS1440	
81	1	W1-1001	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202605
82	1	W2-1249	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202604
83	1	W4-1247	twin-head welder (new ca. mid 1980's)	Wegoma	520L	
84	1	W5-1246	twin-head welder	AMTD	AMTD 2P	ARC 2PW
85	1	W7-1085	twin-head welder (new ca. 2000)	Pro-Line	Pro-Weld TH21	87400
86	1	W8	single-head multi-angle welder, (new 1984)	Urban	AKS 3605	10519
87	1	W9	twin-head welder (new ca. 1999)	Pro-Line	Pro-Weld TH21	87271
88	1	N/A	platform scale, 800 lb. cap.	Toledo		
89	35	N/A	(approx.), work-in-process carts @ \$25 ea.			
90	95	N/A	(approx.), extrusion racks on casters, 15' x 3' x 4' @ \$150 ea.			
91	1	N/A	mobile stock ladder			
92	6	N/A	L-racks @ \$150 ea.			
93	1	N/A	2-tier glass rack, 5'			
94	1	N/A	mobile stock ladder			
95	21	N/A	(approx.), window carts on casters, 7' x 3' x 45" @ \$150 ea			
96	2	N/A	A-frame racks on casters @ \$200 ea.			
97	2	N/A	misc. carts			
98	11		(approx.), window carts @ \$50 ea			
99	2	N/A	bar code scanners @ \$300 ea.	Symbol	DMX-1-4208	
100	1	N/A	mezzanine, approx. 43' x 50' x 11'			
101	1	N/A	mezzanine, app. 21' x 34' x 11'			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
102	1	N/A	mobile stock ladder			
103	1	N/A	3-section storage rack			
104	2	N/A	cantilever racks, 4' x 4.5' x 8' @ \$300 ea.			
105	6	N/A	stacking racks, 52" x 5' @ \$50 ea.			
106	1	N/A	mobile stock ladder			
107	1	N/A	mezzanine, approx. 24' x 75' x 13'			
108	1	N/A	mezzanine, approx. 24' x 50' x 13'			
109	1	N/A	pallet truck	Wrangler	90	
110	1	N/A	mobile stock ladder			
111	20	N/A	bays of pallet racking			
112	2	N/A	pallet trucks @ \$150 ea.			
113	1	N/A	stock ladder			
114	6	N/A	bays of pallet racking			
115	1	N/A	stock ladder			
116	1	N/A	lot, 10 section of shelving, & assorted cabinets			
117	3	N/A	aluminum ladders			
118	13	N/A	(approx.), I.G. unit carts @ \$50 ea.			
119	10	N/A	(approx.), harp carts, 60-section @ \$200 ea.			
120	2	N/A	A-frame glass racks @ \$200 ea			
121	1	N/A	forklift attachment	Kleton		
122	1	N/A	12' glass lifting bar w/ straps			
123	2	N/A	dump hoppers @ \$250 ea.			
124	1	N/A	lot, allowance for misc. tools & equipment, carts, racks, work benches, office equipment, etc., (including in outside yard)			
125	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH44S	88919
126	1	N/A	CNC corner cleaner, 6-axis, & tilt latch routing machine (new 2009)	Pro-Line	Pro-Clean CNC600	89029
127	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH88S	88592

DESCRIPTION OF ASSETS

Itemized Items	
	Honda GX 200 Power Washer -- s/n PUG25018.68
	Air pressure tank -- 200 psi
	Hydrovane 15hp compressor -- s/n HV8280
	Kaeser ASC25 air compressor -- s/n 1008
	Westinghouse 500 volt power panel
	Milleromatic Arc welder -- s/n LC686595
	Maintenance hand tools
	JET 14MP Drill press -- s/n 20134
	Metal cutting band saw -- K1150 -- s/n 83982
	Makita grinder -- s/n 20341
	30 saw blades
	Lincoln Electric ED700010 continuous feed welder -- s/n E040887
	Strapping machine
	Strapping machine
	Shipping scanner
	Rotating crating table
	Stationary crating table
	Staple gun
	Low E detector
	Radial arm saw (Crating)
	Prep table with measuring stop
	Cardboard recycling trolley
	Screen centre -- air assist
	Screen bar racks (2)
	Screen hardware rack (1)
	Manual screen assembly table
	Manual screen assembly table
	Aluminum dies
	Extended glazing racks with glazing platforms
	Extended glazing racks with glazing platforms
	Suction cups (5 sets)
	Patio door assembly table

	Patio door assembly table
	Scanning computer (Glazing) and computer scanning station
	Union Power Tools 3x10 10" tilting saw - s/n 901514
	General Saw Model 450 saw with measured stop runoff table - s/n L618
	Rotating assembly table
	Craftsman hand sander
	Orbital sander
	Makita router
	Hyster 880XL28C fork lift - s/n D004D103224
	Air driven orbital sander
	Hand drill guns (8) @ \$40 each
	Large staple guns (4) @ \$60 each
	Medium staple gun
	Small staple gun
	Heavy duty clamps (4) @ \$25 each
	Liner shaping peg board
	Shaped line rack
	Delta R8110 drill press - s/n 147-060C
	Western Star - s/n 2WKR0DXH11K98842
	Vinyl liner drill ligs (4) @ \$100 each
	Fixed liner assembly table
	Delta 37-070C variable speed planer & stand - s/n 89918
	Vinyl jamb extension storage rack
	Downfall radial arm saw with taper stop runoff table - s/n 7820081
	Air saw dust collection system
	Wood jamb extension racks
	Metal reinforcing rack
	Vinyl storage and runoff rack
	Allen Bradley metal cutting saw
	Vinyl accessory saw with taper runoff table
	T Muffon punch
	Wegoma P106 End mill - s/n H062N38
	Wegoma AKP106 End mill - s/n 10520287
	T Muffon prep station
	T Muffon punch
	Vinyl storage racks

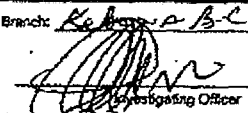
Procut AF222 -- s/n 88181
Vinyl saw dust air recovery system
Allen Bradley vinyl saw dust air recover system
TY650 Mainframe double drill with measuring tape -- s/n 49827
Punch station
Drain hole punch station
OXOX night lock punch station
Hand night lock punch station
Mainframe night lock punch station
OXOX end mill with vinyl saw dust recovery system
International 5 ton -- s/n 1H73MAAPX3H489171
Wegoma KP220 router -- s/n D650
Ekumeko router with aluminum jigs & auto centering system -- s/n 704462124
Ekumeko 713 router -- s/n 24956
Proline double cut saw with jigs & manual stop runoff -- s/n 86187
Wegoma SD25 vinyl saw -- s/n 050062
Cutoff storage rack
Wegoma 520LV 2 point welder with 6 vinyl welding fixtures -- s/n 5202875
Proline FH44 Proweld with integrated cleaner runoff table -- s/n 88105
2 piece guard rail
T Mullion storage rack
Hand corner cleaner
Air hand drills (3)
Assembly tables (6)
Mainframe assembly storage racks (3)
Rotating assembly table (2)
Hand drill
Large air stapler
Stationary assembly tables (3)
Assembly storage racks (2)
Casement sash assembly station
Air drill
Tool cart
Inventory storage racks (4)

Glazing support racks (5)
Assembly table
Motor glazing stop saws (2)
Manual stop runoff tables (2)
Glazing stop storage racks (3)
12' rolling ladder
8' rolling ladder
Fixed sash assembly tables (3)
Sash storage racks (2)
Profile CNC-30 Proclean CNC - s/n 8218
Prowild FH88 welder - s/n 87738
Urban corner cleaner - s/n 31062
Patio door glass rack
Acculite Bullet glass cutting table, support & cutter and misc. cutting tools
Water schemer & electronic controls
Somapa glass wash - s/n 47889
Roller tables (6) @ \$1000 each
Besten air applicator table for spacers
Sterling 5 ton - s/n 2FZAAG0611A140433
Grid top horizontal/vertical lift matching table
Besten spacer press & heater - s/n 4002204N2
Makita Muntin bar saw
Manual stop runoff table
3 Muntin punches punch station
Muntin racks (4)
Bending & shape muntin bar table
Stand alone muntin bender
Westward drill press - s/n RDM30A
Compound saw
Assembly tables (2)
Storage rack
12 Manifold argon fill station
Heatbuster fan - SP4223
Hand truck
Sash glazing station
Glass storage bins (4) @ \$1,000 each
Strapping station
Home show display
28' Comet - s/n 1C0V28214HS034657

48" Mond - s/n 2MN123169T1202301
53" Manac - s/n 2M5821463K1020860
WIP rack (8) @ \$200 each
Vinyl storage racks (3) @ \$1,000 each
Patio door racks (17)
Finished goods racks (42) @ \$800 each
Forfeit cage
Snow plow blade
Storage shed
Stationary glass display rack
Display racks (4)
Tables (6)
Chairs (21)
Locker units (6)
Refrigerator
Microwaves (3)
Air hoses & connectors
Swagole unreefer
Wegoma LV2 Special 2 Ft welder - s/n 669476
Western Star - s/n 2WKRD0XH01K968489
Special's assembly table
Makita chop saw
Air drills (2)
Allen Bradley saw
Former
1451 Flexband - 960C
Finished goods carts (16)
A Frames (2)
Vinyl cart carts (33)
Screen carts (2)
Patio door carts (3)
Screen out piece cart
Material handling cart
Glass A Frame
Material refuse bins (2)
Liner carts (4)
T Mullion carts (4)
Vinyl supply carts (8)
Sealed unit carts (13)
Seah carts (17)

	Glazing shop carts (21)
	A Frame glass carts (12)
	Cut glass carts (7)
	Glass feed carts (4)
	Panel door carts (3)
	Service unit carts (3)
	EDP Equipment
	Desks (24)
	Chairs (34)
	Filing cabinets (38)
	Credenzas (5)
	Reception station
	Display
	Reception table
	Boardroom table & 7 chairs

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: <u>NAP Windows & Doors Ltd.</u> Address: <u>2150 Enterprise Way, Kelowna, B.C. V1Y 6H7</u> Location of Assets: <input checked="" type="checkbox"/> as above; or _____ Date: <u>November 10, 2009</u>				List prepared by: <u>Anubhav Agarwal, VP Finance</u> Company Officer's Signature: _____				FOR BDC USE ONLY Branch: <u>Kelowna B.C.</u>  Investigating Officer	
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ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	FOR ITEMS NOT YET PAID IN FULL, RECORD NAME OF CREDITOR
					IMPACT	PURCHASE		
1	1	Pro-Fab Six Station Punch Die ✓	DIE#1		2008	2009	7,980	
2	1	Pro-Fab Four Station Punch Die ✓	DIE#2		2008	2009	7,680	
3	1	Pro-Fab Three Station Punch Die ✓	DIE#3-1LEFT		2008	2009	7,680	
4	1	Pro-Fab Three Station Punch Die ✓	DIE#3-2RIGHT		2008	2009	7,680	
5	1	Pro-Fab Four Station Punch Die ✓	DIE#4		2008	2009	7,680	
6	1	Pro-Fab Six Station Punch Die ✓	DIE#5		2008	2009	7,980	
7	1	Pro-Fab Six Station Punch Die ✓	DIE#6		2008	2009	7,980	
8	1	Pro-Fab Two Station Punch Die ✓	DIE#7		2008	2009	6,600	
9	1	Custom Drill Stand ✓	DRILLSTATION		2008	2009	3,540	
10	5	Sets of Cutting Fixtures ✓					22,100	
11	2	Sato Label Printer ✓					6,500	
12	4	Sets of Top Clamps ✓					4,160	
13	1	PC including Pro-Opt Optimization Software ✓					6,500	
14	8	Sets of Welding Fixtures ✓					32,110	
15	1	Set of Single Stack Gripper with Top Inserts ✓					6,240	
16	1	Set of Single Stack Cleaner Fixtures with Top Inserts ✓					6,240	
17	1	Set of Raised Scaffing Knives ✓					1,170	
18	2	Barcode Scanner //					3,900	
19	1	PC Including Touch Screen Monitor ✓					4,550	
20	1	Six Axis CNC Controlled Corner Cleaning Machine ✓	CNC-600				110,500	
	1	Set of Carbide Tipped Cutterstack / <u>Good Mill</u> ✓					2,405	

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: <u>Arcor Windows & Doors Inc</u> Address: <u>55 Innovation Drive, Flamborough, ON L9H 7L8</u> Location of Assets: <input checked="" type="checkbox"/> as above; or _____ Date: <u>November 10, 2009</u>				List prepared by <u>Anubhav Agarwal, VP Finance</u> Company Officer's Signature _____				FOR BDC USE ONLY Branch: <u>Ensbroke</u> <u>Shahar</u> Investigating Officer			
--	--	--	--	--	--	--	--	---	--	--	--

ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	FOR ITEMS NOT YET PAID IN FULL, RECORD NAME OF CREDITOR
					MANUFACTURE	PURCHASE		
1	5	Pro-Fab Four Station Punch Die	DIE#1,3-5,8		2008	2009	38,400	
2	4	Pro-Fab Six Station Punch Die	DIE#2,9-11		2008	2009	31,920	
3	1	Pro-Fab Seven Station Punch Die	DIE#6		2008	2009	7,980	
4	3	Pro-Fab Three Station Punch Die	DIE#7,12		2008	2009	23,040	
5	1	Pro-Fab Two Station Punch Die	DIE#13		2008	2009	6,600	
6	1	Custom Drill Stand	DRILLSTATION		2008	2009	3,540	
7	5	Four Station Punch Die	PRO-FAB		2008	2009	38,640	
8	1	Programmable Routing Machine	CNR-700		2008	2009	37,200	
9	1	Fixtures for Marquis casement awning			2008	2009	1,980	
10	1	6 Foot Centering Gauge with Flip Stop/OFF Centre Stop			2008	2009	2,460	
11	2	Set of 5 Foot Support Conveyor			2008	2009	780	
12	1	Auto Feed Saw	AF-220		2008	2009	45,500	
13	1	PC incl touch screen, pro-optimization software			2008	2009	8,450	
14	2	Sato label printer			2008	2009	6,500	
15	10	Sets of various fixtures			2008	2009	69,160	
16	2	Quick Change Teflon System with Cartridge			2008	2009	13,000	
17	2	Barcode Scanner			2008	2009	6,500	
18	1	Two Head CNC Corner Cleaner	CNC-23		2008	2009	117,000	
19	1	Six Station Punch Die	PRO-FAB		2008	2009	8,060	
20	1	Digital Length Gauge			2008	2009	4,940	
21	1	Automatic Servo Controlled Self Positioning Gauge	PRO-STOP 10A		2008	2009	12,740	

[illegible]

This is **Exhibit “J”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'J. Klaiman', is written over a horizontal line.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Enquiry Result

File Currency: 28FEB 2021



All Pages ▾



Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	651680676	1	12	1	28	24FEB 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
651680676		001	1		20090224 1258 8075 2067	P PPSA	13		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALUMINART PRODUCTS LIMITED								
	Address				City	Province	Postal Code		
	1 SUMMERLEA ROAD				BRAMPTON	ON	L6T 4V2		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	BUSINESS DEVELOPMENT BANK OF CANADA								
	Address				City	Province	Postal Code		
	1243 ISLINGTON AVENUE, SUITE 1001				ETOBICOKE	ON	M8X 1Y9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								

	CHAITONS LLP			
	Address	City	Province	Postal Code
	185 SHEPPARD AVENUE WEST	TORONTO	ON	M2N 1M9

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	ALUMINART PRODUCTS LIMITED				
File Currency	28FEB 2021				
	File Number	Family	of Families	Page	of Pages
	651680676	1	12	2	28

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20161012 1048 1590 8481	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	651680676			B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	ALUMINART PRODUCTS LIMITED		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			
	Address	City	Province	Postal Code

Assignor Name	Assignor Name			
Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description			
Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	CHAITONS LLP (51559 NB)			
	Address	City	Province	Postal Code
	5000 YONGE STREET, 10TH FLOOR	TORONTO	ON	M2N 7E9

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	690244641	2	12	3	28	12SEP 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
690244641		01	001		20130912 1935 1531 5809	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALUMINART PRODUCTS LIMITED								
	Address			City	Province	Postal Code			
	1 SUMMERLEA ROAD			BRAMPTON	ON	L6T 4V2			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	ROYAL BANK OF CANADA								
	Address			City	Province	Postal Code			
	36 YORK MILLS ROAD 4TH FLR			TORONTO	ON	M2P 0A4			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								

Address	City	Province	Postal Code
4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	ALUMINART PRODUCTS LIMITED									
File Currency	28FEB 2021									
	File Number	Family	of Families	Page	of Pages					
	690244641	2	12	4	28					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under		
		01	001		20180815 1930 1531 8416					
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period				
	690244641		X	B RENEWAL	5					
Reference Debtor/ Transferor	First Given Name				Initial	Surname				
	Business Debtor Name									
	ALUMINART PRODUCTS LIMITED									
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname				
	Business Debtor Name								Ontario Corporation Number	
	Address				City	Province	Postal Code			
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make			Model			V.I.N.		

General Collateral Description	General Collateral Description				
Registering Agent	Registering Agent or Secured Party/ Lien Claimant CANADIAN SECURITIES REGISTRATION SYSTEMS				
	Address	City		Province	Postal Code
	4126 NORLAND AVENUE	BURNABY		BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor									
Search Conducted On	ALUMINART PRODUCTS LIMITED									
File Currency	28FEB 2021									
	File Number	Family	of Families	Page	of Pages	Expiry Date				
	691046064	3	12	5	28	11OCT 2024				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under				
691046064		001	001		20131011 1647 1862 6498	P PPSA				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname					
Business Debtor	Business Debtor Name				Ontario Corporation Number					
	ALUMINART PRODUCTS LIMITED									
	Address		City		Province	Postal Code				
	1 SUMMERLEA ROAD		BRAMPTON		ON	L6T 4V2				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname					
Business Debtor	Business Debtor Name				Ontario Corporation Number					
	Address		City		Province	Postal Code				
Secured Party	Secured Party / Lien Claimant									
	ROYAL BANK OF CANADA									
	Address		City		Province	Postal Code				
	260 EAST BEAVER CREEK ROAD, GROUND FLOOR		RICHMOND HILL		ON	L4B 3M3				
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included				
		X	X	X	X	X				
Motor Vehicle Description	Year	Make		Model		V.I.N.				
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent									
	BLANEY MCMURTRY LLP (JPAPADAKIS)									
	Address		City		Province	Postal Code				

2 QUEEN STREET EAST, SUITE 1500

TORONTO

ON

M5C 3G5

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	ALUMINART PRODUCTS LIMITED									
File Currency	28FEB 2021									
	File Number	Family	of Families	Page	of Pages					
	691046064	3	12	6	28					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number				Registered Under	
		01	001		20140211 1947 1531 3197					
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required			Renewal Years	Correct Period		
	691046064		X	A AMNDMNT						
Reference Debtor/ Transferor	First Given Name			Initial		Surname				
	Business Debtor Name									
	ALUMINART PRODUCTS LIMITED									
Other Change	Other Change									
Reason / Description	Reason / Description									
	AMEND SECURED PARTY ADDRESS FROM 260 EAST BEAVER CREEK ROAD, GROUND									
	FLOOR, RICHMOND HILL, ON L4B 3M3 TO 36 YORK MILLS ROAD, 4TH FLOOR,									
	TORONTO, ON, M2P 0A4									
Debtor/ Transferee	Date of Birth	First Given Name			Initial		Surname			
	Business Debtor Name							Ontario Corporation Number		
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	ROYAL BANK OF CANADA									
	Address				City		Province	Postal Code		
	36 YORK MILLS ROAD 4TH FLR				TORONTO		ON	M2P 0A4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make			Model			V.I.N.		
General Collateral	General Collateral Description									

Description				
Registering Agent	Registering Agent or Secured Party/ Lien Claimant CANADIAN SECURITIES REGISTRATION SYSTEMS			
	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	ALUMINART PRODUCTS LIMITED				
File Currency	28FEB 2021				
	File Number	Family	of Families	Page	of Pages
	691046064	3	12	7	28

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20190912 1034 1529 0757	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	691046064		X	B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name ALUMINART PRODUCTS LIMITED		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name			
Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity

Motor Vehicle Description	Year	Make	Model	V.I.N.	
General Collateral Description	General Collateral Description				
Registering Agent	Registering Agent or Secured Party/ Lien Claimant				
	CANADIAN SECURITIES REGISTRATION SYSTEMS				
	Address		City	Province	Postal Code
	4126 NORLAND AVENUE		BURNABY	BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	694103625	4	12	8	28	28FEB 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
694103625		01	005		20140228 1619 8077 6757	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALUMINART PRODUCTS LIMITED								
	Address			City	Province	Postal Code			
	1 SUMMERLEA ROAD			BRAMPTON	ON	L6T4V2			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	ROYAL BANK OF CANADA								
	Address			City	Province	Postal Code			
	180 WELLINGTON ST WEST, 5TH FL			TORONTO	ON	M5J 1J1			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				X
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral	General Collateral Description								

Description	MASTER LEASE DATED FEBRUARY 28, 2014 TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS,			
Registering Agent	Registering Agent REGISTRY = RECOVERY INC.			
	Address	City	Province	Postal Code
	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5

CONTINUED

Type of Search	Business Debtor												
Search Conducted On	ALUMINART PRODUCTS LIMITED												
File Currency	28FEB 2021												
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status						
	694103625	4	12	9	28	28FEB 2024							
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN													
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period						
694103625		02	005		20140228 1619 8077 6757								
Individual Debtor	Date of Birth	First Given Name			Initial	Surname							
Business Debtor	Business Debtor Name					Ontario Corporation Number							
	Address				City	Province	Postal Code						
Individual Debtor	Date of Birth	First Given Name			Initial	Surname							
Business Debtor	Business Debtor Name					Ontario Corporation Number							
	Address				City	Province	Postal Code						
Secured Party	Secured Party / Lien Claimant												
	ROYAL BANK OF CANADA												
	Address				City	Province	Postal Code						
	300-5575 NORTH SERVICE RD				BURLINGTON	ON	L7L 6M1						
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date				
Motor Vehicle Description	Year	Make			Model		V.I.N.						
General Collateral Description	General Collateral Description ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS												
Registering Agent	Registering Agent												
	Address				City	Province	Postal Code						

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	694103625	4	12	10	28	28FEB 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
694103625		03	005		20140228 1619 8077 6757				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER								
	PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER,								
Registering Agent	Registering Agent								
	Address					City	Province	Postal Code	

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	ALUMINART PRODUCTS LIMITED						
File Currency	28FEB 2021						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	694103625	4	12	11	28	28FEB 2024	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
694103625		04	005		20140228 1619 8077 6757		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor
Search Conducted On	ALUMINART PRODUCTS LIMITED
File Currency	28FEB 2021

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
694103625	4	12	12	28	28FEB 2024	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
694103625		05	005		20140228 1619 8077 6757		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number		
	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	COLLATERAL.								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	694350063	5	12	13	28	12MAR 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
694350063		01	002		20140312 1041 1529 5395	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	ALUMINART PRODUCTS LIMITED								
	Address				City	Province	Postal Code		
	1 SUMMERLEA ROAD				BRAMPTON	ON	L6T 4V2		
Individual Debtor	Date of Birth	First Given Name				Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		

Secured Party	Secured Party / Lien Claimant								
	ROYAL BANK OF CANADA								
	Address					City	Province	Postal Code	
	36 YORK MILLS ROAD 4TH FLR					TORONTO	ON	M2P 0A4	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
					X				
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	INTER-COMPANY CREDITOR AGREEMENT DATED 22ND OCTOBER,2013, BETWEEN								
	BUSINESS DEVELOPMENT BANK OF CANADA AND ROYAL BANK OF CANADA AND								
	ALUMINART PRODUCTS LIMITED								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address					City	Province	Postal Code	
	4126 NORLAND AVENUE					BURNABY	BC	V5G 3S8	

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	694350063	5	12	14	28	12MAR 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
694350063		02	002		20140312 1041 1529 5395				
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address					City	Province	Postal Code	
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address					City	Province	Postal Code	
Secured Party	Secured Party / Lien Claimant								
	Address					City	Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.
General Collateral Description	General Collateral Description			
	AND ARCOR WINDOWS & DOORS INC. AND N.A.P. WINDOWS & DOORS LTD.			
Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	ALUMINART PRODUCTS LIMITED					
File Currency	28FEB 2021					
	File Number	Family	of Families	Page	of Pages	
	694350063	5	12	15	28	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT						
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20190212 1442 1530 0418	
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	694350063		X	B RENEWAL	5	
Reference Debtor/ Transferor	First Given Name			Initial	Surname	
	Business Debtor Name					
	ALUMINART PRODUCTS LIMITED					
Other Change	Other Change					
Reason / Description	Reason / Description					
Debtor/ Transferee	Date of Birth	First Given Name		Initial	Surname	
	Business Debtor Name					Ontario Corporation Number
	Address			City	Province	Postal Code
Assignor Name	Assignor Name					
Secured Party	Secured party, lien claimant, assignee					

Address				City		Province		Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address					City		Province	Postal Code
	4126 NORLAND AVENUE					BURNABY		BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	751564071	6	12	16	28	24MAY 2022			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
751564071		001	1		20190524 1635 6083 2198	P PPSA	3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALUMINART PRODUCTS LTD								
	Address				City	Province	Postal Code		
	1 SUMMERLEA RD.				BRAMPTON	ON	L6T 4V2		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	EVOLOCITY FINANCIAL GROUP								
	Address					City	Province	Postal Code	
	1100 BOUL. RENE- LEVESQUE O.					MONTREAL	QC	H3B 4N4	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				

Motor Vehicle Description	Year	Make	Model	V.I.N.
General Collateral Description	General Collateral Description			
	ALL OF THE MOVABLE AND PERSONAL PROPERTY, PRESENT OR FUTURE, CORPOREAL OR INCORPOREAL, OF THE MERCHANT, WHEREVER IT MAY BE.			
Registering Agent	Registering Agent			
	EVOLOCITY FINANCIAL GROUP			
	Address	City	Province	Postal Code
	1100 BOUL. RENE- LEVESQUE O.	MONTREAL	QC	H3B 4N4

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	756514107	7	12	17	28	15OCT 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
756514107		001	001		20191015 1217 1862 9879	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALUMINART PRODUCTS LIMITED								
	Address	City	Province	Postal Code					
	1 SUMMERLEA ROAD	BRAMPTON	ON	L6T 4V2					
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address	City	Province	Postal Code					
Secured Party	Secured Party / Lien Claimant								
	ICAPITAL FINANCIAL SERVICES CORP.								
	Address	City	Province	Postal Code					
	91 SKYWAY AVE SUITE 103	TORONTO	ON	M9W 6R5					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X	X	X	X					
Motor Vehicle Description	Year	Make	Model	V.I.N.					
General Collateral Description	General Collateral Description								
	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY								

Registering Agent	Registering Agent			
	CYBERBAHN			
	Address	City	Province	Postal Code
	400-333 BAY STREET	TORONTO	ON	M5H 2R2

END OF FAMILY

Type of Search	Business Debtor			
Search Conducted On	ALUMINART PRODUCTS LIMITED			
File Currency	28FEB 2021			
	File Number	Family	of Families	Page of Pages
	757936332	8	12	18
				28
				Expiry Date
				26NOV 2023
				Status

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
757936332		001	2		20191126 0912 1532 0077	P PPSA	04

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	ALUMINART PRODUCTS LIMITED			
	Address	City	Province	Postal Code
	1 SUMMER LEA RD	BRAMPTON	ON	L6T4V2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	MERCEDES-BENZ FINANCIAL			
	Address	City	Province	Postal Code
	2680 MATHESON BLVD. E. STE 500	MISSISSAUGA	ON	L4W0A5

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	46541.57	21AUG2023	

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2019	MERCEDES-BENZ	A2204M	WDD3G4FB1KW006923

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	D + H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	757936332	8	12	19	28	26NOV 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
757936332		002	2		20191126 0912 1532 0077				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION								
	Address				City	Province	Postal Code		
	2680 MATHESON BLVD. E. STE 500				MISSISSAUGA	ON	L4W0A5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	ALUMINART PRODUCTS LIMITED						
File Currency	28FEB 2021						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	758607462	9	12	20	28	16DEC 2021	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period

758607462		001	2		20191216 1447 6083 7440	P	PPSA	2	
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALUMINART PRODUCTS LIMITED								
	Address			City	Province	Postal Code			
	1 SUMMERLEA RD.			BRAMPTON	ON	L6T 4V2			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	16MAR1940	SALVATORE				CACCAMO			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	1 WISHING WELL COURT			WOODBIDGE	ON	L4H 3N5			
Secured Party	Secured Party / Lien Claimant								
	2M7 FINANCIAL SOLUTIONS								
	Address			City	Province	Postal Code			
	64 SIGNET DR.			NORTH YORK	ON	M9L 2Y4			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X	X	X	X	X		140000		X
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	ALL BUSINESS AND PERSONAL ASSETS INCLUDING ANY REAL PROPERTY, CASH								
	ON HAND, ALL RECEIVABLES, INVENTORY, TAX RETURNS (PERSONAL AND								
	BUSINESS), ALL COLLECTIBLES, MUSICAL INSTRUMENTS, ELECTRONICS UP TO								
Registering Agent	Registering Agent								
	2M7 FINANCIAL SOLUTIONS								
	Address			City	Province	Postal Code			
	64 SIGNET DR.			NORTH YORK	ON	M9L 2Y4			

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	ALUMINART PRODUCTS LIMITED							
File Currency	28FEB 2021							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	758607462	9	12	21	28	16DEC 2021		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period	
758607462		002	2		20191216 1447 6083 7440			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname		
	16JUN1966	GIUSEPPE (JOEL)				CACCAMO		
Business Debtor	Business Debtor Name					Ontario Corporation Number		
	Address			City	Province	Postal Code		
	1 WISHING WELL COURT			WOODBIDGE	ON	L4H 3N5		

Individual Debtor	Date of Birth	First Given Name		Initial		Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	A TOTAL OF \$104,000.00								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	761562441	10	12	22	28	22APR 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
761562441		01	003		20200422 1030 8077 8221	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name		Initial		Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ALUMINART PRODUCTS LIMITED								
	Address				City	Province	Postal Code		
	1 SUMMERLEA ROAD				BRAMPTON	ON	L6T 4V2		
Individual Debtor	Date of Birth	First Given Name		Initial		Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	RCAP LEASING INC.								

Address		City		Province	Postal Code
5575 NORTH SERVICE RD, STE 300		BURLINGTON		ON	L7L 6M1
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other
		X	X	X	
Motor Vehicle Description	Year	Make	Model	V.I.N.	
General Collateral Description	General Collateral Description				
	ALL TELECOMMUNICATIONS EQUIPMENT FROM TIME TO TIME LEASED BY				
	THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL				
	SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO				
Registering Agent	Registering Agent				
	REGISTRY = RECOVERY INC.				
	Address	City	Province	Postal Code	
	1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5	

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	ALUMINART PRODUCTS LIMITED				
File Currency	28FEB 2021				
	File Number	Family	of Families	Page	of Pages
	761562441	10	12	23	28
	Expiry Date				Status
	22APR 2025				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN					
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number
761562441		02	003		20200422 1030 8077 8221
Individual Debtor	Date of Birth	First Given Name		Initial	Surname
Business Debtor	Business Debtor Name				Ontario Corporation Number
	Address	City	Province	Postal Code	
Individual Debtor	Date of Birth	First Given Name		Initial	Surname
Business Debtor	Business Debtor Name				Ontario Corporation Number
	Address	City	Province	Postal Code	
Secured Party	Secured Party / Lien Claimant				
	Address	City	Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other
Motor Vehicle	Year	Make	Model	V.I.N.	

Description				
General Collateral Description	General Collateral Description BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS.			
Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	761562441	10	12	24	28	22APR 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
761562441		03	003		20200422 1030 8077 8221				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								

	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	ALUMINART PRODUCTS LIMITED						
File Currency	28FEB 2021						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	767355804	11	12	25	28	03NOV 2024	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
767355804		001	2		20201103 1356 1532 1847	P PPSA	04

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	ALUMINART PRODUCTS LIMITED				
	Address		City	Province	Postal Code
	1 SUMMER LEA RD		BRAMPTON	ON	L6T4V2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant				
	MERCEDES-BENZ FINANCIAL				
	Address		City	Province	Postal Code
	2680 MATHESON BLVD. E. STE 500		MISSISSAUGA	ON	L4W0A5

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	89864.18	03AUG2024	

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2021	MERCEDES-BENZ	GLE53 4M	4JGFB6BE2MA271038

General Collateral Description	General Collateral Description			

Registering Agent	Registering Agent			
	D + H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8

CONTINUED

Type of Search	Business Debtor						

Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	767355804	11	12	26	28	03NOV 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
767355804		002	2		20201103 1356 1532 1847				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION								
	Address				City	Province	Postal Code		
	2680 MATHESON BLVD. E. STE 500				MISSISSAUGA	ON	L4W0A5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	ALUMINART PRODUCTS LIMITED						
File Currency	28FEB 2021						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	768793266	12	12	27	28	23DEC 2024	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
768793266		001	2		20201223 1208 1532 1384	P PPSA	04

Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name ALUMINART PRODUCTS LIMITED			Ontario Corporation Number					
	Address 1 SUMMER LEA RD	City BRAMPTON	Province ON	Postal Code L6T4V2					
Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name			Ontario Corporation Number					
	Address	City	Province	Postal Code					
Secured Party	Secured Party / Lien Claimant MERCEDES-BENZ FINANCIAL								
	Address 2680 MATHESON BLVD. E. STE 500	City MISSISSAUGA	Province ON	Postal Code L4W0A5					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	46255.4	22SEP2024	
Motor Vehicle Description	Year 2020	Make MERCEDES-BENZ	Model C300 4M		V.I.N. 55SWF8EBXLU331366				
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent D + H LIMITED PARTNERSHIP								
	Address 2 ROBERT SPECK PARKWAY, 15TH FLOOR	City MISSISSAUGA	Province ON	Postal Code L4Z 1H8					

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ALUMINART PRODUCTS LIMITED								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	768793266	12	12	28	28	23DEC 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
768793266		002	2		20201223 1208 1532 1384				
Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address	City	Province	Postal Code					
Individual Debtor	Date of Birth	First Given Name	Initial	Surname					

Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION								
	Address				City	Province	Postal Code		
	2680 MATHESON BLVD. E. STE 500				MISSISSAUGA	ON	L4W0A5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

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This is **Exhibit “K”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'G. J. Klaiman', with a horizontal line extending to the right.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Enquiry Result

File Currency: 28FEB 2021



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Type of Search	Business Debtor								
Search Conducted On	ARCOR WINDOWS & DOORS INC.								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	651680775	1	5	1	9	24FEB 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
651680775		001	1		20090224 1307 8075 2068	P PPSA	13		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ARCOR WINDOWS & DOORS INC.								
	Address				City	Province	Postal Code		
	55 INNOVATION DRIVE				FLAMBOROUGH	ON	L9H 7L8		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	BUSINESS DEVELOPMENT BANK OF CANADA								
	Address				City	Province	Postal Code		
	1243 ISLINGTON AVENUE, SUITE 1001				ETOBICOKE	ON	M8X 1Y9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								

	CHAITONS LLP/K.HO			
	Address	City	Province	Postal Code
	185 SHEPPARD AVENUE WEST	TORONTO	ON	M2N 1M9

CONTINUED

Type of Search	Business Debtor			
Search Conducted On	ARCOR WINDOWS & DOORS INC.			
File Currency	28FEB 2021			
	File Number	Family	of Families	Page
	651680775	1	5	2
				of Pages
				9

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20161012 1048 1590 8480	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	651680775			B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	ARCOR WINDOWS & DOORS INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description			
Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	CHAITONS LLP (51559 NB)			
	Address	City	Province	Postal Code
	5000 YONGE STREET, 10TH FLOOR	TORONTO	ON	M2N 7E9

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	ARCOR WINDOWS & DOORS INC.								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	690246963	2	5	3	9	12SEP 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
690246963		01	001		20130912 1935 1531 6041	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ARCOR WINDOWS & DOORS INC.								
	Address			City	Province	Postal Code			
	1 SUMMERLEA ROAD			BRAMPTON	ON	L6T 4V2			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	ROYAL BANK OF CANADA								
	Address			City	Province	Postal Code			
	36 YORK MILLS ROAD 4TH FLR			TORONTO	ON	M2P 0A4			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								

Address	City	Province	Postal Code
4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor										
Search Conducted On	ARCOR WINDOWS & DOORS INC.										
File Currency	28FEB 2021										
	File Number	Family	of Families	Page	of Pages						
	690246963	2	5	4	9						
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under			
		01	001		20180815 1930 1531 8418						
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period					
	690246963		X	B RENEWAL	5						
Reference Debtor/ Transferor	First Given Name			Initial	Surname						
	Business Debtor Name										
	ARCOR WINDOWS & DOORS INC.										
Other Change	Other Change										
Reason / Description	Reason / Description										
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname					
	Business Debtor Name								Ontario Corporation Number		
	Address				City	Province	Postal Code				
Assignor Name	Assignor Name										
Secured Party	Secured party, lien claimant, assignee										
	Address				City	Province	Postal Code				
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date		
Motor Vehicle Description	Year	Make			Model			V.I.N.			

General Collateral Description	General Collateral Description			
Registering Agent	Registering Agent or Secured Party/ Lien Claimant CANADIAN SECURITIES REGISTRATION SYSTEMS			
	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	ARCOR WINDOWS & DOORS INC.								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	691046046	3	5	5	9	11OCT 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
691046046		001	001		20131011 1646 1862 6497	P PPSA	6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name ARCOR WINDOWS & DOORS INC.					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	55 INNOVATION DRIVE				FLAMBOROUGH	ON	L9H 7L8		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant ROYAL BANK OF CANADA								
	Address				City	Province	Postal Code		
	260 EAST BEAVER CREEK ROAD, GROUND FLOOR				RICHMOND HILL	ON	L4B 3M3		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent BLANEY MCMURTRY LLP (JPAPADAKIS)								
	Address				City	Province	Postal Code		

2 QUEEN STREET EAST, SUITE 1500

TORONTO

ON

M5C 3G5

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	ARCOR WINDOWS & DOORS INC.									
File Currency	28FEB 2021									
	File Number	Family	of Families	Page	of Pages					
	691046046	3	5	6	9					
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number				Registered Under	
		01	001		20140211 1947 1531 3198					
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required			Renewal Years	Correct Period		
	691046046		X	A AMNDMNT						
Reference Debtor/ Transferor	First Given Name			Initial		Surname				
	Business Debtor Name									
	ARCOR WINDOWS & DOORS INC.									
Other Change	Other Change									
Reason / Description	Reason / Description									
	AMEND SECURED PARTY ADDRESS FROM 260 EAST BEAVER CREEK ROAD, GROUND									
	FLOOR, RICHMOND HILL, ON L4B 3M3 TO 36 YORK MILLS ROAD, 4TH FLOOR,									
	TORONTO, ON, M2P 0A4									
Debtor/ Transferee	Date of Birth	First Given Name			Initial		Surname			
	Business Debtor Name							Ontario Corporation Number		
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	ROYAL BANK OF CANADA									
	Address				City		Province	Postal Code		
	36 YORK MILLS ROAD 4TH FLR				TORONTO		ON	M2P 0A4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make			Model			V.I.N.		
General Collateral	General Collateral Description									

Description				
Registering Agent	Registering Agent or Secured Party/ Lien Claimant CANADIAN SECURITIES REGISTRATION SYSTEMS			
	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ARCOR WINDOWS & DOORS INC.								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages				
	691046046	3	5	7	9				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20190912 1034 1529 0758				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	691046046		X	B RENEWAL	5				
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name ARCOR WINDOWS & DOORS INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity

Motor Vehicle Description		Year	Make			Model		V.I.N.	
General Collateral Description		General Collateral Description							
Registering Agent		Registering Agent or Secured Party/ Lien Claimant							
		CANADIAN SECURITIES REGISTRATION SYSTEMS							
		Address				City		Province	Postal Code
		4126 NORLAND AVENUE				BURNABY		BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	ARCOR WINDOWS & DOORS INC.								
File Currency	28FEB 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	755105562	4	5	8	9	04SEP 2022			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
755105562		001	1		20190904 1619 6083 4790	P PPSA	3		
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	ARCOR WINDOWS AND DOORS INC								
	Address				City	Province	Postal Code		
	1 SUMMERLEA ROAD				BRAMPTON	ON	L6T 5E5		
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	ON DECK CAPITAL CANADA, INC.								
	Address				City	Province	Postal Code		
	1100 RENE-LEVESQUE BLVD W				MONTREAL	QC	H3B 4N4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral	General Collateral Description								

Description	ALL OF THE MOVABLE AND PERSONAL PROPERTY, PRESENT OR FUTURE, CORPOREAL OR INCORPOREAL, OF THE MERCHANT, WHEREVER IT MAY BE.			
Registering Agent	Registering Agent			
	ON DECK CAPITAL CANADA, INC.			
	Address	City	Province	Postal Code
	1100 RENE-LEVESQUE BLVD W	MONTREAL	QC	H3B 4N4

END OF FAMILY

Type of Search	Business Debtor																
Search Conducted On	ARCOR WINDOWS & DOORS INC.																
File Currency	28FEB 2021																
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status										
	758233539	5	5	9	9	04DEC 2024											
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN																	
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period										
758233539		001	001		20191204 1014 1862 3695	P PPSA	5										
Individual Debtor	Date of Birth	First Given Name			Initial	Surname											
Business Debtor	Business Debtor Name					Ontario Corporation Number											
	ARCOR WINDOWS & DOORS INC.																
	Address	City			Province	Postal Code											
	1 SUMMERLKEA ROAD	BRAMPTON			ON	L6T 4V2											
Individual Debtor	Date of Birth	First Given Name			Initial	Surname											
Business Debtor	Business Debtor Name					Ontario Corporation Number											
	Address	City			Province	Postal Code											
Secured Party	Secured Party / Lien Claimant																
	ICAPITAL FINANCIAL SERVICES CORP.																
	Address	City			Province	Postal Code											
	91 SKYWAY AVE SUITE 103	TORONTO			ON	M9W 6R5											
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date								
	X	X	X	X													
Motor Vehicle Description	Year	Make			Model		V.I.N.										
General Collateral Description	General Collateral Description																
	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY																
Registering Agent	Registering Agent																
	CYBERBAHN																
	Address	City			Province	Postal Code											
	4610-199 BAY STREET	TORONTO			ON	M5L 1E9											

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This is **Exhibit “L”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'M. Bernat', is written over a series of horizontal dashed lines.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Lterm: XPSP0050

For: PN43818 DYE AND DURHAM CORPORATION

08:22:12

251

Index: BUSINESS DEBTOR

List of matches:

Exact: N.A.P WINDOWS & DOORS LTD
 Exact: N.A.P. WINDOWS & DOORS LTD
 Exact: N.A.P. WINDOWS & DOORS LTD
 Exact: N.A.P. WINDOWS & DOORS LTD.
 Exact: N.A.P. WINDOWS & DOORS LTD.

Similar: NAP WINDOWS AND DOORS LTD
 Similar: NAP WINDOWS AND DOORS LTD
 Similar: NAP WINDOWS AND DOORS LTD

Page: 1

BC OnLine: PPRS SEARCH RESULT

2021/03/01

Lterm: XPSP0050

For: PN43818 DYE AND DURHAM CORPORATION

08:22:12

Index: BUSINESS DEBTOR

Search Criteria: N.A.P. WINDOWS & DOORS LTD.

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: MAR 12, 2009 Reg. Length: 13 YEARS
 Reg. Time: 15:15:13 Expiry Date: MAR 12, 2027
 Base Reg. #: 868781E Control #: B9254107

*** Expiry date includes subsequent registered renewal(s).

Block#

S0001 Secured Party: BUSINESS DEVELOPMENT BANK OF CANADA
 STE. 1001, 1243 ISLINGTON AVE.
 ETOBICOKE ON M8X 1Y9

=D0001 Base Debtor: N.A.P. WINDOWS & DOORS LTD.
 (Business) 2150 ENTERPRISE WAY
 KELOWNA BC V1Y 6H7

General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR,
 INCLUDING, WITHOUT LIMITATION, ALL INCREASES, ADDITIONS, ACCESSIONS
 THERETO, REPLACEMENTS AND SUBSTITUTIONS THEREOF AND THEREFOR AND
 PROCEEDS.

Registering

Party: FARRIS VAUGHAN WILLS & MURPHY LLP
 25TH FLOOR 700 WEST GEORGIA ST
 VANCOUVER BC V7Y 1B3

*** Name/Address Changed on July 11, 2019 to:

Registering

Party: FARRIS LLP
 25TH FLOOR 700 WEST GEORGIA ST
 VANCOUVER BC V7Y 1B3

----- R E N E W A L -----

Reg. #: 594979J Reg. Date: OCT 13, 2016
 Reg. Life: 5 YEARS Reg. Time: 07:59:35
 Control #: D4095677

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 868781E Base Reg. Date: MAR 12, 2009

Registering

Party: CHAITONS LLP (51559 NB)
 5000 YONGE STREET, 10TH FLOOR
 TORONTO ON M2N 7E9

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: SEP 04, 2019 Reg. Length: 3 YEARS
Reg. Time: 13:16:18 Expiry Date: SEP 04, 2022
Base Reg. #: 744463L Control #: D6286980

Special Info.: TRUST INDENTURE

Block#

S0001 Secured Party: ON DECK CAPITAL CANADA, INC.
1100 RENE-LEVESQUE BLVD W
MONTREAL PQ H3B 4N4

=D0001 Base Debtor: N.A.P WINDOWS & DOORS LTD
(Business) B1 8775 JIM BAILEY CRESCENT
KELOWNA BC V4V 2L7

General Collateral:
ALL OF THE MOVABLE AND PERSONAL PROPERTY, PRESENT OR FUTURE,
CORPOREAL OR INCORPOREAL, OF THE MERCHANT, WHEREVER IT MAY BE.

Registering
Party: ON DECK CAPITAL CANADA, INC.
1100 RENE-LEVESQUE BLVD W
MONTREAL PQ H3B 4N4

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUL 29, 2020 Reg. Length: 1 YEAR
Reg. Time: 08:16:46 Expiry Date: JUL 29, 2021
Base Reg. #: 369509M Control #: D6923187

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: 9859870 CANADA INC
250-5101 BUCHAN
MONTREAL QC H4P2R9

=D0001 Base Debtor: NAP WINDOWS AND DOORS LTD
(Business) 8775 JIM BAILEY CRESCENT B1
KELOWNA BC V4V2L7

D0002 Ind. Debtor: CACCAMO SALVATORE
1 WISHING WELL COURT Birthdate: 40MAR16
KLEINBURG, ON L0J1C0

D0003 Ind. Debtor: CACCAMO COSIMO
1 WISHING WELL COURT Birthdate: 40MAR16
KLEINBURG, ON L0J1C0

General Collateral:
ALL FUTURE ASSETS AND RECEIVABLES

Continued on Page 3

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUL 29, 2020 Reg. Length: 1 YEAR
Reg. Time: 08:50:13 Expiry Date: JUL 29, 2021
Base Reg. #: 369622M Control #: D6923298

This registration was selected and included for your protection
because of close proximity to your search criteria.

Block#

S0001 Secured Party: 9859870 CANADA INC
250-5101 BUCHAN
MONTREAL QC H4P2R9

=D0001 Base Debtor: NAP WINDOWS AND DOORS LTD
(Business) 8775 JIM BAILEY CRESCENT B1
KELOWNA BC V4V2L7

D0002 Ind. Debtor: CACCAMO SALVATORE
1 WISHING WELL COURT Birthdate: 40MAR16
KLEINBURG, ON L0J1C0

D0003 Ind. Debtor: CACCAMO COSIMO
1 WISHING WELL COURT Birthdate: 40MAR16
KLEINBURG, ON L0J1C0

General Collateral:
ALL FUTURE ASSETS AND RECEIVABLES

***** MISCELLANEOUS REGISTRATIONS ACT *****

Crown Charge Filed Pursuant to: PROVINCIAL SALES TAX

Reg. Date: JAN 14, 2021 Reg. Length: INFINITY
Reg. Time: 15:50:26 Expiry Date: N/A
Base Reg. #: 709438M Control #: D7268466

Block#

S0001 Secured Party: HER MAJESTY THE QUEEN IN THE RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
1802 DOUGLAS STREET
VICTORIA BC V8T 4K6

=D0001 Base Debtor: N.A.P. WINDOWS & DOORS LTD.
(Business) 1 SUMMERLEA RD
BRAMPTON ON L6T 4V2

General Collateral:
ALL THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY,
INCLUDING BUT NOT RESTRICTED TO MACHINERY, EQUIPMENT, FURNITURE,
FIXTURES, INVENTORY AND RECEIVABLES.

Registering
Party: RECEIVABLES MANAGEMENT OFFICE - IVA
BARISIC
6TH FLOOR - 1802 DOUGLAS ST
VICTORIA BC V8T 4K6

Continued on Page 4

Search Criteria: N.A.P. WINDOWS & DOORS LTD.

Page: 4

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: FEB 11, 2021 Reg. Length: 6 YEARS
Reg. Time: 14:23:43 Expiry Date: FEB 11, 2027
Base Reg. #: 766129M Control #: D7326051

Block#

S0001 Secured Party: ROYAL BANK OF CANADA
260 EAST BEAVER CREEK ROAD
RICHMOND HILL ON L4B 3M3

=D0001 Base Debtor: N.A.P. WINDOWS & DOORS LTD
(Business) 2150 ENTERPRISE WAY
KELOWNA BC V1Y 6H7

D0002 Bus. Debtor: N.A.P. WINDOWS & DOORS LTD
725 GRANVILLE STREET, STE 400
VANCOUVER BC V7Y 1G5

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL
PROPERTY.

.....

THIS PPSA REGISTRATION IS A RE-REGISTRATION UNDER SECTION 35 OF
THE BCPPSA OF BASE REGISTRATION NUMBER 590451H.

Registering
Party: BOUGHTON LAW CORPORATION
BOX 49290, 1000-595 BURNARD ST
VANCOUVER BC V7X 1S8

Block#

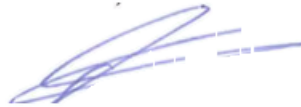
Continued on Page 5

Search Criteria: N.A.P. WINDOWS & DOORS LTD. Page: 5

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

[illegible]

This is **Exhibit “M”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'G. Klaiman', with a horizontal line extending to the right.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

PRIORITY AGREEMENT WITH BDC

THIS AGREEMENT dated the 22nd day of October, 2013.

AMONG:

BUSINESS DEVELOPMENT BANK OF CANADA, with a business centre at
1243 ISLINGTON AVENUE, SUITE 1001
ETOBICOKE ON
M8X 1Y9

("BDC")

AND:

ROYAL BANK OF CANADA with a branch office at
TORONTO EAST CFS SUPPLY CHAIN
111 GRANGWAY AVE 2ND FLR
SCARBOROUGH ON
M1H 3E9

(the "Lender")

AND:

ALUMINART PRODUCTS LIMITED
ARCOR WINDOWS & DOORS INC.
N.A.P. WINDOWS & DOORS LTD.

(collectively the "Borrower")

WHEREAS:

A. The Borrower has granted or agreed to grant to BDC a registered security interest, in all or certain of the Borrower's present and after-acquired personal property, and/or such other security as BDC may from time to time receive from the Borrower to secure present and future debts and obligations of the Borrower to BDC (the "**BDC Security**");

B. The Borrower has granted or agreed to grant to the Lender a registered security interest, in all or certain of the Borrower's present and after-acquired personal property, and/or such other security as the Lender may from time to time receive from the Borrower to secure present and future debts and obligations of the Borrower to Lender (the "**Lender Security**");

C. The parties hereto have agreed to enter into this agreement in order to set out the respective priorities of the BDC Security and the Lender Security and to be applicable in respect of both present and future debts and obligations of the Borrower with BDC and the Lender;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE 1 - CONSENT

FORM C

RBC-BDC Form of Priority Agreement

Rev. August, 2012

BDC 1st on specific listed equipment and RBC 1st on all other personal property

- 1.01 BDC hereby acknowledges its consent to the creation and issue by the Borrower to the Lender of the Lender Security and to the incurring by the Borrower of the indebtedness secured thereby.
- 1.02 The Lender hereby acknowledges its consent to the creation and issue by the Borrower to BDC of the BDC Security and to the incurring by the Borrower of the indebtedness secured thereby.

ARTICLE 2 - INTERPRETATION

- 2.01 The preamble hereto forms an integral part of this Agreement.
- 2.02 In this Agreement, the following terms shall have the following meanings:
- (a) "Lender Collateral" means all present and after-acquired personal property of the Borrower, and the Proceeds thereof, other than the Listed Equipment;
 - (b) "Listed Equipment" means the Borrower's equipment listed on Schedule "A" attached hereto and the Proceeds thereof;
 - (c) "PPSA" means the applicable *Personal Property Security Act*;
 - (d) "Proceeds" shall have the meaning ascribed to such term pursuant to the PPSA;
 - (e) "Secured Parties" means BDC and the Lender, and a "Secured Party" means either one of them, and each of their respective successors and permitted assigns; and
 - (f) "Security" means, collectively, the BDC Security and/or the Lender Security.

ARTICLE 3 - PRIORITIES

- 3.01 Subject to the terms and conditions of this Agreement:
- (a) The BDC Security is hereby postponed and subordinated to the security constituted by the Lender Security with respect to the Lender Collateral, to the extent of the Borrower's indebtedness to the Lender from time to time, together with all accrued interest thereon and all costs, charges and expenses incurred by the Lender in connection therewith; and
 - (b) The Lender Security is hereby postponed and subordinated to the security constituted by the BDC Security with respect to the Listed Equipment, to the extent of the Borrower's indebtedness to BDC from time to time, together with all accrued interest thereon and all costs, charges and expenses incurred by BDC in connection therewith.
- 3.02 The subordinations and postponements herein shall apply in all events and circumstances regardless of:
- (a) the date of execution, attachment, registration or perfection of any security interest held by BDC or the Lender, or;
 - (b) the date of any advance or advances made to the Borrower by BDC or the Lender; or
 - (c) the date of default by the Borrower under any of the BDC Security or the Lender Security or the dates of crystallization of any floating charges held by BDC or the Lender; or

FORM C

RBC-BDC Form of Priority Agreement

Rev. August, 2012

BDC 1st on specific listed equipment and RBC 1st on all other personal property

- (d) any priority granted by any principle of law or any statute, including the PPSA.
- 3.03 Any Proceeds, including, without limitation, any insurance proceeds received by the Borrower or by BDC or the Lender in respect of the collateral charged by the BDC Security or the Lender Security shall be dealt with according to the preceding provisions hereof as though such Proceeds were paid or payable as Proceeds of realization of the collateral for which they compensate.
- 3.04 If any of the BDC Security or the Lender Security is found by a trustee in bankruptcy or a court of competent jurisdiction to be unenforceable, invalid, unregistered or unperfected, then the foregoing provisions of this Article 3 shall not apply to such security to the extent that such security is so found to be unenforceable, invalid, unregistered or unperfected as against a third party unless the secured party shall be diligently contesting such a claim before a court of competent jurisdiction.
- 3.05 Each of the parties hereto shall permit any of the other parties hereto and their employees, agents and contractors, access at all reasonable times to any property and assets of the Borrower upon which it has a prior charge or security interest in accordance with the terms hereof and to permit such other party to remove such property and assets from the premises of the Borrower at all reasonable times without interference, provided that such other party shall promptly repair any damage caused to the premises by the removal of any such property or assets.
- 3.06 With the exception of monies deposited in any accounts designated as trust accounts by the Borrower for the benefit of BDC, BDC shall not be entitled, notwithstanding anything to the contrary in this Agreement, to make a claim against any monies which are deposited in or disbursed from any account of the Borrower maintained with the Lender, except for monies deposited therein after the time the Lender has received written notice from BDC that it is enforcing the BDC Security against the Borrower and which are not subject to the security interest and priority of the Lender as set out and agreed to in this Agreement.
- 3.07 If any person, other than the Secured Parties, shall have a valid claim, right or interest in or to any of the present or after-acquired personal property of the Borrower which is subject to all or any part of the Security, or the Proceeds thereof, in priority to or on a parity with one of the Secured Parties but not in priority to or on a parity with the other Secured Party, then this Agreement shall not apply so as to diminish the rights (as such rights would have been but for this Agreement) of such other Secured Party to such property or the Proceeds thereof.
- 3.08 Nothing in this Agreement affects the priority of any security over the Borrower's real property interests held by BDC or the Lender. The real property interests of the Borrower are excluded from the operation of this agreement.
- 3.09 This Agreement is not intended to affect the priority of any third party claims and no such parties may benefit from anything contained herein.
- 3.10 Nothing in this Agreement shall affect the priority of purchase money security interests (as defined in the PPSA) properly perfected under the PPSA and hereafter acquired by BDC or the Lender in specific equipment of the Borrower.

ARTICLE 4 - COVENANTS OF THE BORROWER

- 4.01 The Borrower hereby confirms to and agrees with BDC and the Lender that so long as any of the indebtedness of the Borrower to BDC and the Lender remains outstanding, it shall stand

FORM C

RBC-BDC Form of Priority Agreement

Rev. August, 2012

BDC 1st on specific listed equipment and RBC 1st on all other personal property
 possessed of its assets so charged for BDC and for the Lender in accordance with their
 respective interests and priorities as herein set out.

ARTICLE 5- GENERAL

- 5.01 From time to time upon request therefor BDC and the Lender may advise each other of the particulars of the indebtedness and liability of the Borrower to each other and all security held by each therefor.
- 5.02 BDC and the Lender each agree that it will not transfer or assign any of its security from the Borrower without first obtaining from the proposed assignee or transferee an agreement to be bound by the provisions of this Agreement and an acknowledgment that this Agreement shall apply to both financing advanced prior to and subsequent to the date of such assignment or transfer.
- 5.03 Prior to making any demand for payment on the Borrower or proceeding to enforce its security, BDC or the Lender, as the case may be, shall provide notice of such demand or enforcement to the other of them, provided, however, that neither shall be liable for any accidental omission to provide the said notice and further provided that nothing in this section is intended to waive or relieve against the specific notice requirements set out in section 3.06 of this Agreement.
- 5.04 Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be addressed and delivered to the parties hereto as follows:
- for BDC: 1243 ISLINGTON AVENUE, SUITE 1001
 ETOBICOKE ON
 M8X 1Y9
- Attention: Business Centre Manager
- for the Lender: TORONTO EAST CFS SUPPLY CHAIN
 111 GRANGWAY AVE 2ND FLR
 SCARBOROUGH ON
 M1H 3E9
- Attention:
- 5.05 Each of the Borrower, BDC and the Lender shall do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the interests of this Agreement; provided however, that no consent of the Borrower shall be necessary to any amendment of the terms hereof by BDC and the Lender unless the interests of the Borrower are directly affected thereby.
- 5.06 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.
- 5.07 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

FORM CRBC-BDC Form of Priority Agreement
Rev. August, 2012

BDC 1st on specific listed equipment and RBC 1st on all other personal property

- 5.08 This Agreement shall be governed by and construed in accordance with the laws of the province in which the business centre of the BDC is located as described on page 1.

[Remainder of this page intentionally left blank.]

FORM C

RBC-BDC Form of Priority Agreement

Rev. August, 2012

BDC 1st on specific listed equipment and RBC 1st on all other personal property

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hand(s) of their duly authorized officer(s) on the date first above written.

BUSINESS DEVELOPMENT BANK OF CANADAPer: 

Name:

Tony Caputo

Manager, Business Centre

Per: ~~Business Development Bank of Canada~~

Name:

Tony.CAPUTO@bdc.ca

We have the authority to bind the Corporation.

ROYAL BANK OF CANADA

Per: _____

Name: GLYNNIS BARNESTitle: ACCOUNT MANAGER

I have the authority to bind the bank.

ALUMINART PRODUCTS LIMITEDPer: 

Frank Rapoport, President

I have authority to bind the Corporation

ARCOR WINDOWS & DOORS INC.Per: 

Frank Rapoport, President

I have authority to bind the Corporation

N.A.P. WINDOWS & DOORS LTD.Per: 

Frank Rapoport, President

I have authority to bind the Corporation

FORM CRBC-BDC Form of Priority Agreement
Rev. August, 2012

BDC 1st on specific listed equipment and RBC 1st on all other personal property

SCHEDULE "A"**Please see attached for list of equipment**

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ALUMINAKI PRODUCTS LIMITED 1 SUMMERLEA RD., BRAMPTON, ONTARIO SECTION 1 - ITEM NUMBERS 128 TO 369:-						
			Z-Bar Department			
128	1	ZB1	15-ton OBI punch press, 1-cavity die, mortise press dd kit	Fanco		
129	1	ZB2	8-ton punch press, 1-cavity die, z-bar mortise press	Alceco	8-1P	212
130	1	ZB3	15-ton OBI punch press, new z-bar press	Rousselle	No. 2	722
131	1	ZB4	Uni pneumatic punch press, 6-hole punch z-bar, c/w (6) Unitool punches, 80" W.	Whiting	Multi Punch	
132	1	ZB5	Uni pneumatic punch press, 6-hole punch sweeps & dd kit, c/w (6) Unitool punches, 96" W			
133	1	ZB6	OBI punch press, 4-cavity die century box sweep, air clutch	Brown Boggs	13L	
134	1	ZB7	15-ton OBI punch press, 2-cavity die, 1" wood core box sweep	Rousselle	2E	18246
135	1	ZB8	15-ton OBI punch press, 1-cavity die, wood core face sweep	Fanco	55A	
136	1	ZB9	20-ton OBI punch press, 8-cavity die, wood core box sweep	Brown Boggs	S13LW	68350
137	1	ZB11	20-ton OBI punch press 1-cavity die, 1-1/2" z-bar header, w/ punches	Brown Boggs	13L	CH10006
138	1	ZB12	20-ton OBI punch press, c/w air clutch, 1-cavity die, 2" o/l z-bar header	Rousselle	No. 3	
139	1	ZB13	40-ton OBI punch press, 6-cavity die, 2" pre-hung header	Blow	No. 4	
140	1	ZB14	20-ton OBI punch press, 6-cavity die, 1-1/2" pre-hung header	Brown Boggs	13LW	66461
141	1	ZB15	5-ton punch press, 2-cavity die, 2" header	Fanco	No. 51	
142	1	ZB16	20-ton punch press, 1-cavity die, 1" z-bar header, C-frame, w/ drill	Alceco	15-1P	196
143	1	ZBS1	radial arm pull saw, w/ coolant	Delta	MX3	3135
144	1	ZB17	5-ton punch press, 3-cavity die, L-sweep	Alva Allen		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
145	1	N/A	5-ton punch press	Alva Allen		
146	1	ZB18	10-ton OBI punch press, 1-cavity die, z-bar hinge punch	Brown Boggs	11LW	
147	1	ZB19	screw cap cover packaging table 36" x 96"			
148	1	ZB20	z-bar hinge assembly table 36" x 96"			
149	1	ZB21	z-bar hinge assembly table 36" x 96"			
150	1	ZB22	z-bar hinge assembly table 36" x 96"			
151	1	ZB23	double z-bar packaging table 60" x 90"			
152	1	ZB24	single z-bar packaging table 27" x 90"			
153	1	ZB25	single z-bar packaging table 27" x 90"			
154	1	ZB26	z-bar Schlegel table 36" x 48"			
155	1	ZB27	z-bar box table			
156	1	N/A	lot, of pallet racking, including (12) uprights, & 48 load beams			
			Woodcore Department			
157	1	WC1	15-ton OBI punch press, 2-cavity die	Rousselle	No. 2E	18947
158	1	WC2	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
159	1	WC3	5-ton punch press, 8-cavity die	Azimuth	4SP	2458
160	1	WC4	5-ton punch press, 6-cavity die	Alva Allen	BT-5	6250025
161	1	WC5	5-ton punch press, 4-cavity die	"Haas"		
162	1	WC6	4-ton punch press, 1-cavity die	Alceco	4-1P	1548
163	1	WC7	multi 5-head air press, 7.5' L.			
164	1	WC8	5-ton punch press, 2-cavity die	"Haas"		
165	1	WC9	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
166	1	WC10	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
167	1	WC11	5-ton punch press, 1-cavity die	Rousselle	No. 0E	22493
168	1	WC12	work table 36" x 84"			
169	1	WC13	window frame assembly table 36" x 84"			
170	1	WC14	security grid assembly table 36" x 96"			
171	1	WC15	door assembly table 29" x 72"			
172	1	WC16	door assembly table 29" x 72"			
173	1	WC17	swivel table 36" x 68"			
174	1	WC18	swivel table 36" x 68"			
175	1	WC31	V-notch mitre saw	Sampson	MN150-12	2965
176	1	WC32	triple-head mitre saw	LeTarte	Econ-O-Mitre THM12	0688008
177	1	WC33	radial arm saw w/ coolant	Rockwell	14-RAS	J16005

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
178	1	WCS4	double-head mitre saw, w/ length stop & worktable	Stone Mny.	DM10	0460
179	1	WCS5	panel saw c/w router attachment	Safety Speed Cut	SR5	42103
180	1	WCS6	1 h.p. dust collector	Jet	DC650	
181	1	N/A	2-bay pallet rack			
182	1	N/A	Schlegel weatherstrip inserter			
			Mullion Department			
183	1	ML1	milling machine w/ drill	Wegoma		
184	1	ML2	milling machine w/ drill (new 1984)	Wegoma	AK255	84206
185	1	ML3	milling machine w/ drill (new 1996)	Wegoma	AK255.3	26469
186	1	ML4	10-ton punch press, 8-cavity die	Alceco	6-1P	659
187	1	ML5	4-ton punch press, 2-cavity die	Alceco	4-1P	1792
188	1	ML6	pneumatic milling machine			
189	1	ML7	5-ton punch press, 1-cavity die	Rousselle	0E	AE10664
190	1	ML8	10-ton OBI punch press, 8-cavity die	Rousselle	No. 1A	16122
191	1	ML9	5-ton punch press, 4-cavity die	Alva Allen	BT-5	KFF38182
192	1	ML10	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	CHLD010
193	1	ML11	custom milling machine for weep hole	Rouse	Precision Miller	
194	1	ML12	vertical 3-lite assembly fixture			
195	1	ML13	3-lite assembly table			
196	1	MLS1	radial arm saw w/ coolant	Rockwell		2917-B
197	1	MLS2	custom milling machine (6) pcs at-a-time			
198	1	MLS3	custom milling machine (3) pcs at-a-time			
199	1	MLS4	double-head straight cut saw			
	1		Screen Department			
200	1	SC1	weather strip inserter, woodcore screen rail Schlegel machine			
201	1	SC2	1 lite assembly table view & vent housing			
202	1	SC3	20-ton punch press, 3-hole punch view & vent housing	Brown Boggs	13LW	12723
203	1	SC4	5-ton punch press, 1-cavity die	Alva Allen	BT-5	AGH36530
204	1	SC5	view and vent assembly table			
205	1	SC6	5-ton punch press, 2-cavity die	Alva Allen	BT-5	FGH56908
206	1	SC7	Uni punch press, 1-hole punch custom view & vent housing	Multicyl		
207	1	SC8	5-ton punch press, (1) die, light slide bar			
208	1	SC9	5-ton punch press, (1) die, woodcore screen punch	Alva Allen	BT-5	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
209	1	SCS1	radial arm saw w/ coolant, V & Vent/Screen Rail	Rockwell	14-RAS	HR3019
210	1	SCS2	V-notch mitre cut saw Woodcore screen Frame	Sampson	MN-12	6368
211	1	SC10	view and vent assembly table			
212	1	SC11	view and vent screen cutting table 48" x 126"			
213	1	SC12	view and vent screen table 25" x 73"			
214	1	SC13	screen table 48" x 96"			
215	1	SC14	screen table 48" x 96"			
216	2	SC15	screen tables 54" x 115" w/ articulating arm @ \$300 ea.	Screen Centre		
217	1	SC16	Woodcore screen table 24" x 72"			
218	1	SC17	2-lite screen assembly table 44" x 77"			
219	1	SC18	2-lite screen assembly table 50" x 36"			
			Sashing Department			
220	1	SA1	5-ton punch press, 1-cavity die, operating CMR	Alva Allen	BT5	
221	1	SA2	5-ton punch press, 4-cavity die, 2 pr handles	Alva Allen	BT5	FGH56897
222	1	SA3	20-ton OBI punch press, 4-cavity die operating handles	Brown Boggs	13LW	12382
223	1	SA4	4-ton punch press, 2-cavity die, operating heights	Alceco	4-1P	1083
224	1	SA5	27-ton punch press, 1-cavity die, woodcore handles	L & J	No. 3-1/2	35109
225	1	SA6	weatherstrip insertion table			
226	1	SA7	sashing assembly table 66" x 32"			
227	1	SA8	sashing assembly table 66" x 32"			
228	1	SA9	sashing assembly table 66" x 32"			
229	1	SA10	sashing assembly table 66" x 32"			
230	1	SA11	sashing assembly table 66" x 32"			
231	1	SAS1	radial arm saw	Rockwell	14-RAS	FU6417
232	1	SAS2	V-notch mitre cut saw	Sampson	MN150	4178
233	1	SAS3	V-notch mitre cut saw	Sampson	MN150	4179
234	1	SA12	schedule table 44" x 27"			
235	1	SA13	pre-assembly sash parts table 48" x 60"			
236	1	SA14	pre-assembly sash parts table 60" x 30"			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
237	1	SA15	pre- assembly sash parts table 24" x 84"			
238	1	SA16	1-lite assembly table 72" x 39"			
239	1	SA17	1-lite assembly table 72" x 39"			
240	1	SA18	1-lite assembly table 72" x 39"			
			Retractable Screen			
241	1	RS1	10-ton OBI punch press, 6-cavity die sill cash & carry	Brown Boggs	11L	
242	1	RS2	5-ton punch press, 6-cavity die header cash & carry	Alva Allen	BT5	
243	1	RS3	5-ton punch press, 4-cavity die, header & sill, d door & entry	"Haas"		
244	1	RS4	5-ton punch press, 4-cavity die	Alva Allen	BT5	
245	1	N/A	5-ton punch press	Alva Allen	BT5	
246	1	RS5	5-ton punch press, 1-cavity die header & sill, entry & d door			
247	1	RS6	5-ton punch press, 1-cavity die, jamb, cash & carry/entry/patio	Rousselle	No. 0E	22492
248	1	RS7	5-ton punch press, 2-cavity die, header, cash & carry/patio	Alva Allen	BT5	
249	1	RS8	5-ton punch press, 1-cavity die, header, cash & carry/patio	Alva Allen	BT5	
250	1	RS9	5-ton punch press, 1-cavity die, plastic bolt, all	"Haas"		
251	1	RS10	5-ton punch press, 3-cavity die, jamb, all	Alva Allen	BT5	
252	1	N/A	5-ton punch press (no motor)	Alva Allen	BT5	
253	1	N/A	4-ton punch press	Alceco	4-IP	
254	1	RSS5	radial arm saw, header patio/cash & carry	Rockwell	14-RAS	J16004
255	1	RS12	assembly table small parts 31" x 78"			
256	1	RS13	handle assembly table 38" x 83"			
257	1	RS14	48" screen cutting table 49" x 97"			
258	1	RS15	36" screen cutting table 128" x 50"			
259	1	RS16	assembly table 96" x 24"			
260	1	RS17	packaging table 98" x 49"			
	1		Process			
261	1	PR1	20-ton OBI punch press, 6-cavity, 1-5/8" & 2" sill	Brown Boggs	13LW	69140
262	1	PR2	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	
263	1	PR3	20-ton punch press, 2-cavity die 2" rail punch	Walsh	No. 3	
264	1	PR4	20-ton OBI punch press, 2-cavity die, 1-1/4" rail punch			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
265	1	PR5	18-ton punch press, 2-cavity die, 1-5/8" sill punch	L & J	No. 2	22756
266	1	PR6	copy router (new 1996)	Actual	FC100AP	96P237
267	1	PR7	copy router with converter AC motor control	Actual	FC100AP	97P117
268	1	PR8	40-ton OBI punch press, 2-cavity die, 1-5/8" century rail	Brown Boggs	15LW	
269	1	PR9	multi spindle drill press, w/ Commander drill head	Walker Turner	1112-41	40711
270	1	PR10	36" air operated shear	Brown Boggs	237AL	
271	1	PR11	vertical band saw, 14"	Sharp		
272	1	PR12	auto. weather stripping machine 1-5/8 century rail (On loan from Schlegel Corp.)	Schlegel Corp.	Roll-In Machine	9428
273	1	PR13	auto weather stripping machine 2" rail (On loan from Schlegel Corp.)	Schlegel Corp.		120579
274	1	PRS1	2-head mitre saw, with (5) drills (new 1984)	Elumatec	DG102	81010
275	1	PRS2	2-head mitre saw, with (4) drills, & E110 DRO (new 1994)	Elumatec	DG102	25-590
276	1	PRS3	2-head mitre saw, with (5) drills	Sampson		
277	1	PRS4	2-head mitre saw, with (4) drills (new 1982)	Elumatec	DG102	181150
278	1	PRS5	2-head mitre saw, with (4) drills	Sampson		
279	1	PRS6	2-head mitre saw, with (2) drills (new 1981)	Elumatec	DG102	180869
280	1	N/A	2-bay pallet rack			
281	1	N/A	1-bay pallet rack			
282	1	N/A	8-bay pallet rack			
283	2	N/A	mobile stock ladders			
284	5	N/A	double-sided vertical extrusion racks			
Assembly						
285	1	AS1	11' dual belt conveyor			
286	1	AS2	pneumatic squaring table (new ca. 1988)	Vinton		
287	1	AS3	main frame pre-assemble table 48" x 48"			
288	1	AS5	door re-work table on casters			
	1		Vinyl & Hinge Department			
289	1	VNS1	radial arm saw	Rockwell	14-RAS	J15857
290	1	HGS1	5/8" hinge saw c/w US variable speed drive			
291	1	HGS2	1-1/8" hinge saw	Delta		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
292	1	HG1	hinge assembly table with custom hinge machine			
			Door Line			
293	1	DL1	10' gravity roller conveyor with pneumatic lift & Intermac 9560 control			
294	1	DL2	8' x 64" chain roller conveyor variable speed	Damark	96X64	4840
	1	DL3	10' shrink tunnel, triple zone	Damark	S64TX	5439
	1	DL4	8' x 64" chain roller conveyor, variable speed	Damark	64RX96	5437
295	1	DL5	8' x 4' work table with roller			
296	1	DL6	shrink bag rack			
297	1	DL7	walkway			
298	1	DL9	30' x 42" belt conveyor, variable speed	Roach Conveyors		175197/ 161453
299	1	DL10	31' x 40" belt conveyor, variable speed	Rapistan		
300	1	DL11	40' x 38" belt conveyor variable speed	Roach Conveyors		188933
301	1	DL12	corner roller system, approx. 18' x 48"			
302	1	DL13	40' x 38" belt conveyor variable speed	Roach Conveyors		187910
303	1	DL14	die cut staple table			
304	1	DL15	die cut staple table			
305	1	DL16	40" x 60" work bench for pre-hung doors			
306	1	DL17	hardware cart			
307	1	DL18	hardware cart			
	1		Shipping Department			
308	1	LT3	propane forklift truck, w/ side-shifter & Safe-Tilt mast	Toyota	42-6FGCU25	76341
309	1	LT4	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	5FGC25	15610
310	1	PW1	pallet wrapper	Orion	L66-6479	6096479
311	1	PW2	pallet wrapper	Orion	L66-12TP	8048248
312	1	PW3	pallet wrapper	Liberty	4-Series 4.4	
313	1	COMP-1	50 h.p. air compressor	Hydrovane		
314	1	COMP-2	40 h.p. air compressor	Hydrovane		
315	1	COMP-3	compressor air dryer with pre and after filter	Dry Energy	DE109	
316	1	LT5	electric reach forklift truck, 3000 lb. cap.	Raymond	20R30TT	201495S-C
317	1	LT6	electric pallet lift truck, 8' forks	Raymond	12TM-FRE80L	112-96 17635
318	1	STM-1	strapping machine	Signode	SP300	P3005-BL3

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
319	192	N/A	(approx.), pallet racking uprights, 18' high x 32" wide @ \$60 ea. (rounded)			
320	704	N/A	(approx.), pallet racking load beams, @ \$7 ea. (rounded)			
321	1	N/A	grinder			
322	2	N/A	work benches			
323			number not used			
324	1	N/A	mobile stock ladder			
325	1	N/A	pallet truck			
326	1	N/A	air compressor	Champion	HRA15-12	R40-884
			Maintenance Department			
327	1	M1	table saw	Rockwell	34-450	G-16886
328	1	M2	electric scissor lift	Plant Master	119SPEP	
329	1	M3	horizontal bandsaw	Carolina	HV12	003790
330	1	M5	bench grinder	Baldor	612R	
331	1	M6	bench drill press	Buffalo	No. 15	3982
332	1	M7	pedestal drill press	Manhattan	951230	70845
333	1	M8	hydraulic shop press, 30 ton cap	Carolina	HV100	004822
334	1	M9	arc welder, 250 amp. AC/DC	Miller	Dialarc	KC323648
335	1	N/A	48" air operated shear, 18 ga.	Brown Boggs	249AL	
336	1	N/A	surface grinder w/ 6" x 18" magnetic chuck	K. O. Lee	S718	17588-HA
337	1	N/A	lot, allowance for assorted maintenance shop equipment & racking, etc.			
			Receiving Department			
338	1	LT1	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	74937
339	1	LT2	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	75981
340	1	SCALE-1	5000 lb. cap. platform scale, w/ Fairbanks DRO	Eastern Scale		
341	1	CPI	vertical hydraulic bailer, 4' x 4' x 2' bail size	Gensco	V15-60	2-593
342	15	N/A	single cantilever storage racks, 4-level, @ \$500 ea.			
343	9	N/A	double cantilever storage racks, 4-level @ \$750 ea.			
344	1	N/A	mezzanine, 15' x 50'			
			Display Department			
345	1	STM-2	strapping machine	Strapack	SS-80	69184205
346	29	N/A	pallet racking uprights 18' high x 32" wide @ \$60 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
347	72	N/A	pallet racking load beams @ \$7 ea.			
			Machines Not In Use			
348	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
349	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
350	1	N/A	8' shrink tunnel, c/w variable speed chain roller conveyor	Damark		
	1	N/A	8' infeed chain roller conveyor, variable speed			
	1	N/A	8' outfeed chain roller conveyor, variable speed			
351	1	N/A	milling & drilling machine, (new 2005)	Craftex	30 H977	B0505161
352	1	N/A	2-head mitre saw with drills	Elumatec		
353	1	N/A	2-head mitre saw	Pro-Line		
354	1	N/A	electric reach-truck 2000 lb. cap. (not in working condition)	Clark		
355	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
356	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
			Carts & Racks (counts approximate)			
357	92	N/A	door carts @ \$100 ea.			
358	68	N/A	rail carts @ 100 ea.			
358	166	N/A	stacking racks @ \$100 ea.			
359	23	N/A	z-bar upright carts @ \$50 ea.			
360	2	N/A	hardware carts @ \$50 ea.			
361	108	N/A	10 x 10 hole carts @ \$25 ea.			
362	10	N/A	screen carts @ \$50 ea.			
363	14	N/A	header/sill process carts @ \$25 ea.			
364	18	N/A	mullion trillight frame carts @ \$50 ea.			
365	14	N/A	glass carts @ \$50 ea.			
366	6	N/A	woodcore, frame carts @ \$25 ea.			
367	6	N/A	woodcore, core carts @ \$250 ea.			
368	6	N/A	kick plate carts @ \$25 ea.			
369	39	N/A	sashing carts @ \$25 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
			ALUMINART PRODUCTS LIMITED 1 SUMMERLEA RD., BRAMPTON, ONTARIO SECTION 2 - ITEM NUMBER 370:			
			PRO-LINE AUTOMATION CUSTOM MACHINERY, EQUIPMENT & TOOLING TO MFR. A RETRACTABLE SCREEN PRODUCT LINE			
370	1		Complete parcel of Pro-Line Automation Systems Ltd. custom machinery, equipment, and tooling to manufacture the proprietary retractable screen product line, per Pro-Line Automation Systems Ltd. February 2007 invoice, number 09879-07, (copy enclosed), including the following:			
	1	RSS1	up-cut saw, c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor	Pro-Line	Pro-Cut SSU-100D	88783
	1	N/A	servo controlled automatic self-positioning length gauge, c/w: (2) backfence (infeed and Pro-Stop)	Pro-Line	Pro-Stop 10A	88784
	1	RSS2	vertical double mitre saw c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor (2) backfence (infeed & length gauge) (1) mitre block (for length gauge)	Pro-Line	DMV-210	88644
	2	N/A	six-station punch dies	Pro-Line		
	2	N/A	three-station punch dies	Pro-Line		
	1	RSS3	acoustically enclosed hydro pneumatic end milling machine, c/w: (1) spraymist lubrication system (1) custom carbide cutter stack (1) custom contoured clamping fixture to accommodate six profiles at a time	Pro-Line	Pro-Fab MM-8P	88766
	1	RSS4	custom programmable single-head CNC routing machine, c/w: (1) implementation of digital readout of centering device (1) screen table	Pro-Line	CNR-700	88750

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.	Orderly Liquidation Value (CAD \$)
370 cont	1	RS11	4-head drilling machine, header/sill/ jamb, all	Pro-Line	AD-42	88786	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ARCOR WINDOWS & DOORS INC. 55 INNOVATION DR., FLAMBOROUGH, ONTARIO ITEM NUMBERS 1 TO 127:						
1	1	BEND	hot air vinyl bending system (new ca. 2000)	Witte	WL-3M	WNA-00605
2	1		Complete glass cutting line, including the following:			
	1	BGCT-1073	automatic glass cutting table, approx. 9' x 13', c/w GE Fanuc Series OM control (ca. 1998)	Billco	CNC560	W.O. 97126
	1	GCT1-1048	break-out air float table, approx. 7' x 13'6" (new 1986)	Rodrigue		A606
	1	GCT2-1049	free-fall air float table, approx. 9'6" x 14'	Besten	SBOT	53-105-0378
	1	GCT3	glass cutting air float table, approx. 10' x 12'			
	7	N/A	free-fall glass racks	Roll-Tech		
3	1	CC1-1014	corner cleaner, (new 1987)	Urban	SV300/2	30206
4	1	CC2-1013	corner cleaner, (new 1988)	Urban	SV300/2	30191
5	1	CC3	corner cleaner, (new ca. 2000)	Pro Line	Pro-Clean CC300	87299
6	1	CM-1050	20 h.p. rotary screw air compressor	Hydrovane	SR6600 MK3	14HV208319
7	1	CM-3	piston air compressor, 25 h.p., 2-stage	Champion	HRA24-12 (reported)	R0026849 (reported)
8	1	CR-1	3-tonne overhead bridge crane, single-girder, 48' span, c/w Vulcan 3-ton elec. chain hoist, & extrusion lift cradle	Munck		98-2685
9	1	CR-2	3-tonne overhead bridge crane, single-girder, c/w Vulcan 3-ton elec. chain hoist	Munck		002829
10	1	CV4R-1038	finished window vertical roller conveyor system			
11	1	D1-1019	multiple spindle drill	ARO / GY-Roll		4700-3
12	1	D2-1032	drill press	Rexon		
13	1	D3-1090	tall screen pin drill	Delta	Cat. # 11-960C	9423
14	1	DC-2	2.5 h.p. dust collector (1991)	Tooltex	SDC-2042	---4477

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
15	1	DC-3	3 h.p. dust collector	Cantek	UFO-102B	4005
16	1	DC-4	3 h.p. dust collector	Cantek	UFO-102B	4004
17	1	DC-5	3 h.p. dust collector	Cantek	UFO 102B	
18	1	DC-6	5 h.p. dust collector	Cantek	UFO 103B	13
19	1	DC-8	dust collector, single bag (new 1997)	King	KC-310-8C	709208
20	1	DC-9	dust collector, (new 2000)	King	KC-4043C	
21	1	DOOR-LINE	door tilt assembly line, (4) stations, (new ca. 2000)			
22	1	DRY-1082	refrigerated compressed air dryer, c/w Envirosave unit & 2 filters	Vanair	RAD-75, 115-1-60X	98PIA-VJ599-10A
23	1	N/A	air glide application table, approx. 84" x 84" (ca. 2007)	Edgetech I.G. Inc.	E-3000	0043
24	1	GW-1005	glass washer, 84" wide, 6-brush, c/w 4' x 8' caster table outfeed, (new ca. late 1970's)	Somaca	GW-8846-6 (reported)	45486 (reported)
	1	PUMP-DET	glass washer detergent pump	Graymills (reported)		
	1	PUMP-DET-1	glass washer pump	Graymills (reported)	TN36-F (reported)	
	1	PUMP-PRE-WASH	glass washer pre wash pump	Monarch (reported)	ACE-S75SD (reported)	1900 (reported)
	1	PUMP-RINSE	glass washer rinse pump			
	1	G-ETCH	glass etching machine	Matthews	Air Grit 7650	D2713-901
25	1		Complete insulating glass unit fabricating line, including the following:			
	1	IG-ASSY	insulating glass unit vertical assembly line, (new ca. 2000), including: 1st. station: type rack muntin dual servo, 1.6 x 3.6, ser. no. 1944 2nd. station: type automatic assembly, 1.6 x 3.0, ser. no. 1945 3rd. station: roller press 4th. station: type rack motorized, 1.6 x 3.6, ser. no. 1946	Willan Design Ltd.	"Superfast" I.G. Line	ref. no. AQ1900
	1	AGF-HS	high speed Argon fill station	FDR	RSGZ90	5199 (reported)
	1	GM-QUAD	automatic sealant applicator (new ca. 2000)	Spadix	Quad Seal	
	1	GM2	gunning machine, hot melt sealant application system, (new ca. 2000)	Graco	STE55 (Spadix)	000424 (Spadix)

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
25 cont	1	LINER STRIP-PER-1	roller liner stripper	Edgetech		LS2391
	1	SST1	Super Spacer table, 96" x 105"	Glassroll Fabrication		CP/7800 (reported)
	1	SSTA	automatic spacer applicator, (new ca. 2000) c/w: (1) 5' x 8' air infeed table (1) 5' x 8' 9-belt infeed conveyor, ser. no. D962 (1) 5' x 8' 9-belt outfeed conveyor, ser. no. D962	LaFond	BEAM	D962
	1	N/A	lot, various caster tables, & any related auxiliary equipment, electrics, & controls, etc.			
	1	TOST-1047	triple glaze spacer table	Arcor		
	1	LT-1027	propane forklift truck (in outside yard, out of service)	Clark	C500-S80 (reported)	685-0081-7419-K0F (reported)
26	1	LT-2	propane forklift truck, triple mast, side-shifter, pneum. tires	Nissan	PJ02A25PV	chassis # PJ02-9H7245
27	1	LT-2	propane forklift truck, triple mast, side-shifter, pneum. tires	Nissan	PJ02A25PV	chassis # PJ02-9H7245
28	1	M1-1018	pull rail milling machine	Preston	6F600 (reported)	5051
29	1	N/A	2 h.p. dust collector	Toolex	SDC-2042	
30	1	M3	end milling machine (new ca. 2000)	Pro-Line	MM2	87211
31	1	MIG-2	MIG welder	Esab	Migmaster 250	MAIJ108012
32	1	MILL-ING-1	vertical milling machine	Long Chang	LC-1-1/2VS	76069234
33	1	OH-1054	1/4 ton overhead elec. hoist	Budgit	1151116	257523
34	1	P18	window line punch	Pro Line		
35	1	P19	door sweep punch	Pro Line		
36	1	P4-1004	sash drain hole and EOL drain punch	APB		6409 Frame 6414 Die
37	1	P7-1016	Regal trim punch	Arcor		die # 29
38	1	P8-1012	Marquis DH frame balance shoe knock-out	Alloy & Copp		8294
39	1	P9-1010	Roll / Mold weep punch	Alloy & Copp		
40	1	PAINT	paint booth, approx. 18' x 37' x 10' H., (new ca. 2003)	Supreme Air System	SAE27DN (reported)	030703 030711 (reported)
41	1	PAINT SHAK-ER-2	paint shaker	Broncorp	Cyclone M232	043737
42	1	PALLET TRUCK-1	pallet truck	Mahaffy	Pallet Wrangler 90	117881

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
43	1	N/A	lot, allowance for assorted contents of storage trailers, including:			
	1	PS-1053	wrapping machine	Muller	LP800	8030989
	1	PS-V	door wrapper	Muller	2201	A3800195
	1	N/A	lot, misc. racks, & equipment			
44	1	R12	door profile router, 5 kw. (new 1988)	Becz Machine	762	20703
45	1	R13	manual double template copy router (new ca. 2000)	Pro-Line	CR700	87210
46	1	R14	Valcor tilt latch router	Vega Automation	1617 EVS Bosch routers	
47	1	R16	door wood jamb router			
48	1	R21	pivot pin router			
49	1	R2-1021	multi-point lock router (new 1987)	Giovanini	COPY-S	6578
50	1	R3-1022	single-head copy router (new ca. mid 1980's)	Wegoma	AKF-226	2266703
51	1	R5-1024	twin-head auto router	AMTD	DR2/2	
52	1	R9	MDH pull rail milling machine		cat. # 5670 (reported)	608A4994501 20 (reported)
53	1	S1-1003	twin-head compound mitre saw (new 1988)	Elumatcc	DG104	25401
54	1	S10-1063	vinyl grid milling machine/saw	AMTD	M300L	722
55	1	S12-1042	compound mitre saw	DeWalt	705-04 type 3	1786
56	1	S15-1060	door cutting panel saw (horiz/vert)	Safety Speed Cut	H-4	R-96
	1	S15-1060-SAW	circular saw, 2.5 h.p.	Milwaukee	6410	771A49524 0080
57	1	S19	metal cutting band saw	King	KC128-C	055489
58	1	S2-1002	2-head brick mould mitre saw	Emmegi	TRD450 LINEA	141479
59	1	S21	10" mitre saw	Delta	MS210	
60	1	S24	wood cutting table saw	Delta	36-944C	99K70763
61	1	S27	mitre saw	Pro-Line	CS25	87246
62	1	S28	14" steel cutting chop saw	DeWalt	D870-04	25116
63	1	S29	12" mitre saw	DeWalt	DW705	202774
64	1	S3-1244	mitre saw c/w roller conveyor, pneum. stop, & DRO	Elumatcc	MG8-72	33424
65	1	S31	12" mitre saw	DeWalt	DW705	71683
66	1	S32	12" mitre saw	DeWalt	D704-04	1164
67	1	S33	12" mitre saw	DeWalt	DW705	202768
68	1	S38	table saw (new 2002)	General	50-250 M1	50681402
69	1	S39	10" compound mitre saw	Delta	36-240C	K0048
70	1	S4-1245	10" mitre saw, c/w 10' roller conveyor, length stop, & DRO	Delta	MS250	040652QC

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
71	1	S41	10" mitre saw	Delta	MS250	036353QC
72	1	S44	10" mitre saw	Delta	MS210	055658.Q
73	1	S47	10" compound mitre saw	Makita	LS1013	48043A
74	1	S48	10" mitre saw	Delta	MS210	T1-0156 26QC
75	1	S9-1062	aluminum spacer saw c/w (2) IGE notchers, (new 1992)	Wegoma	TS250	2502704
76	1	SAF-1	automatic feed saw, c/w E700 control, & (7) pairs of fixtures, etc., (new ca. 2000)	Pro-Line	AF220	87253
77	1	SCR1-1046	screen roller and table			
78	1	SCR2	screen roller and table			
79	1	S-RAD-1	radial arm saw c/w roller conveyor	Delta	33-990C	91L74755
80	1	S-RT	round top saw	Makita	LS1440	
81	1	W1-1001	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202605
82	1	W2-1249	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202604
83	1	W4-1247	twin-head welder (new ca. mid 1980's)	Wegoma	520L	
84	1	W5-1246	twin-head welder	AMTD	AMTD 2P	ARC 2PW
85	1	W7-1085	twin-head welder (new ca. 2000)	Pro-Line	Pro-Weld TH21	87400
86	1	W8	single-head multi-angle welder, (new 1984)	Urban	AKS 3605	10519
87	1	W9	twin-head welder (new ca. 1999)	Pro-Line	Pro-Weld TH21	87271
88	1	N/A	platform scale, 800 lb. cap.	Toledo		
89	35	N/A	(approx.), work-in-process carts @ \$25 ea.			
90	95	N/A	(approx.), extrusion racks on casters, 15' x 3' x 4' @ \$150 ea.			
91	1	N/A	mobile stock ladder			
92	6	N/A	L-racks @150 ea.			
93	1	N/A	2-tier glass rack, 5'			
94	1	N/A	mobile stock ladder			
95	21	N/A	(approx.), window carts on casters, 7' x 3' x 45" @ \$150 ea.			
96	2	N/A	A-frame racks on casters @ \$200 ea.			
97	2	N/A	misc. carts			
98	11		(approx.), window carts @ \$50 ea.			
99	2	N/A	bar code scanners @ \$300 ea.	Symbol	DMX-1-4208	
100	1	N/A	mezzanine, approx. 43' x 50' x 11'			
101	1	N/A	mezzanine, app. 21' x 34' x 11'			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
102	1	N/A	mobile stock ladder			
103	1	N/A	3-section storage rack			
104	2	N/A	cantilever racks, 4' x 4.5' x 8' @ \$300 ea.			
105	6	N/A	stacking racks, 52" x 5' @ \$50 ea.			
106	1	N/A	mobile stock ladder			
107	1	N/A	mezzanine, approx. 24' x 75' x 13'			
108	1	N/A	mezzanine, approx. 24' x 50' x 13'			
109	1	N/A	pallet truck	Wrangler	90	
110	1	N/A	mobile stock ladder			
111	20	N/A	bays of pallet racking			
112	2	N/A	pallet trucks @ \$150 ea.			
113	1	N/A	stock ladder			
114	6	N/A	bays of pallet racking			
115	1	N/A	stock ladder			
116	1	N/A	lot, 10 section of shelving, & assorted cabinets			
117	3	N/A	aluminum ladders			
118	13	N/A	(approx.), I.G. unit carts @ \$50 ea.			
119	10	N/A	(approx.), harp carts, 60-section @ \$200 ea.			
120	2	N/A	A-frame glass racks @ \$200 ea			
121	1	N/A	forklift attachment	Kleton		
122	1	N/A	12' glass lifting bar w/ straps			
123	2	N/A	dump hoppers @ \$250 ea.			
124	1	N/A	lot, allowance for misc. tools & equipment, carts, racks, work benches, office equipment, etc., (including in outside yard)			
125	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH44S	88919
126	1	N/A	CNC corner cleaner, 6-axis, & tilt latch routing machine (new 2009)	Pro-Line	Pro-Clean CNC600	89029
127	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH88S	88592

DESCRIPTION OF ASSETS

	Itemized Items
	Honda GX 200 Power Washer - s/n PJG25018.58
	Air pressure tank - 200 psi
	Hydrotane 15hp compressor - s/n HV8250
	Kroser ASD25 air compressor - s/n 1006
	Westinghouse 600 volt power panel
	Milermatic Auto welder - s/n LC686585
	Maintenance hand tools
	JET 14MF Drill press - s/n 20134
	Metal cutting band saw - K1180 - w/n 83882
	Makita grinder - s/n 20841
	30 saw blades
	Lincolnelectric ED700010 continuous feed welder - s/n E04D667
	Strapping machine
	Strapping machine
	Shipping scanner
	Rotating crating table
	Stationary crating table
	Staple gun
	Low E detector
	Radial arm saw (Crating)
	Prep table with measuring stop
	Cardboard recycling trolley
	Screen centre - air assist
	Screen bar racks (2)
	Screen hardware rack (1)
	Manual screen assembly table
	Manual screen assembly table
	Aluminum disc
	Extended glazing racks with glazing platforms
	Extended glazing racks with glazing platforms
	Suction cups (5 sets)
	Patio door assembly table

Patio door assembly table
Scanning computer (Glazing) and computer scanning station
Union Power Tools 3 1/2" 10" sliding saw - s/n 901514
General Saw Model 460 saw with measured stop runoff table - s/n L818
Rotating assembly table
Craftsman hand sander
Orbital literbug sander
Makita router
Hyster 88DXL28C fork lift - s/n D0945103224
Air driven orbital sander
Hand drill guns (8) @ \$40 each
Large staple guns (4) @ \$60 each
Medium staple gun
Small staple gun
Heavy duty clamps (4) @ \$25 each
Liner shaping peg board
Shaped line rack
Delta R8110 drill press - s/n 147-080C
Worham Star - s/n 2WQRDCXH11K96842
Vinyl liner drill bits (4) @ \$100 each
Fixed liner assembly table
Delta 37-070C variable speed planer & stand - s/n 89918
Vinyl jamb extension storage rack
Dewalt radial arm saw with tiger stop runoff table - s/n 7920091
Air saw dust collection system
Wood jamb extension racks
Metal reinforcing rack
Vinyl storage and runoff rack
Allen Bradley metal cutting saw
Vinyl accessory saw with tiger runoff table
T mullion punch
Wagons P106 End mill - s/n H065N38
Wagons AKF106 End mill - s/n 10620267
T mullion prep station
T mullion punch
Vinyl storage racks


Procut AP222 - s/n 88161
Vinyl saw dust air recovery system
Allen Bradley vinyl saw dust air recover system
TY650 Mainframe double drill with measuring tape - s/n 49527
Punch station
Drain hole punch station
OXXO night lock punch station
Hand night lock punch station
Mainframe night lock punch station
OXXO end mill with vinyl saw dust recovery system
International 5 ton - s/n 1HT34MAAP/C3H589171
Wegoma KP220 router - s/n 0650
Elumeco router with aluminum legs & auto centering system - s/n 704462124
Elumeco 713 router - s/n 24956
Profile double cut saw with legs & manual stop runoff - s/n 88187
Wegoma SD25 vinyl saw - s/n 050052
Cutoff storage rack
Wegoma 620LV 2 point welder with 6 vinyl welding fixtures - s/n 5202975
Profile FH44 Proweld with integrated cleaner runoff table - s/n 88106
2 piece guard rail
T Multicon storage rack
Hand corner cleaner
Air hand drills (3)
Assembly tables (5)
Mainframe assembly storage racks (3)
Rotating assembly table (2)
Hand drill
Large air stapler
Stationary assembly tables (3)
Assembly storage racks (2)
Cassment each assembly station
Air drill
Tool cart
Inventory storage racks (4)

Glazing support racks (6)
Assembly table
Motor glazing stop saws (2)
Manual stop runoff tables (2)
Glazing stop storage racks (3)
12' rolling ladder
8' rolling ladder
Fixed sash assembly tables (3)
Sash storage racks (2)
Proline CNC30 Proclean CNC - s/n 8218
Proweld FH88 welder - s/n 87736
Urban corner cleaner - s/n 31082
Patio door glass rack
Acculite Bullet glass cutting table, support & cutter and misc. cutting tools
Water squeezer & electronic controls
Somica glass wash - s/n 47889
Roller tables (6) @ \$1000 each
Besten air applicator table for spacers
Stirling 5 ton - s/n 2FZAAK0511AJ40433
Grid top horizontal/vertical lift matching table
Besten spacer press & heater - s/n 4002204N2
Melita Muntin bar saw
Manual stop runoff table
3 Muntin punches punch station
Muntin racks (4)
Bending & shape muntin bar table
Stand alone muntin bender
Westward drill press - s/n RDM30A
Compound saw
Assembly tables (2)
Storage rack
12 manifold argon fill station
Heatbuster fan - SP4223
Hand truck
Sash glazing station
Glass storage bins (4) @ \$1,000 each
Strapping station
Home show display
2B Comet - s/n 1CGV28214HS034657

48' Mond - s/n 2MAN123169T1202301
53' Manac - s/n 2M5021463K1020660
WIP rack (8) @ \$200 each
Vinyl storage racks (3) @ \$1,000 each
Patio door racks (17)
Finished goods racks (42) @ \$500 each
Portland cage
Snow plow blade
Storage shed
Stationary glass display rack
Display racks (4)
Tables (5)
Chairs (21)
Locker units (6)
Refrigerator
Microwaves (3)
Air hoses & connectors
Swigle unloader
Wegome LV2 Special 2 Pt welder - s/n B69476
Western Star - s/n 2WKRDDXH01R088489
Specials assembly table
Makita chop saw
Air drills (2)
Allen Bradley saw
Former
1451 Flexband - 966C
Finished goods carts (15)
A Frames (2)
Vinyl cut carts (33)
Screen carts (2)
Patio door carts (3)
Screen cut piece cart
Material handling cart
Glass A Frame
Material refuse bins (2)
Liner carts (4)
T Muffin carts (4)
Vinyl supply carts (8)
Sealed unit carts (13)
Sash carts (17)

Gleaming stop carts (21)
A Frame glass carts (12)
Cut glass carts (7)
Glass feed carts (4)
Patio door carts (3)
Service unit carts (3)
EDP Equipment
Decks (24)
Chairs (34)
Filing cabinets (38)
Credenzas (5)
Reception station
Display
Reception table
Boardroom table & 7 chairs

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: NAP Windows & Doors Ltd.		List prepared by: Ambhav Agrawal, VP Finance		Branch: Kelowna B.C.		
Address: 2150 Enterprise Way, Kelowna, B.C. V1Y 6H7		Company Officer's Signature: 		FOR EDC USE ONLY		
Location of Asset: <input checked="" type="checkbox"/> as shown or		Date: November 10, 2009		FOR ITEMS NOT YET PAID IN FULL, RECORD NAME OF CREDITOR		
ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF PURCHASE	PURCHASE PRICE
1	1	Pro-Fab Six Station Punch Die ✓	DIE#1		2008 2009	7,980
2	1	Pro-Fab Four Station Punch Die ✓	DIE#2		2008 2009	7,680
3	1	Pro-Fab Three Station Punch Die ✓	DIE#3-LEFT		2008 2009	7,680
4	1	Pro-Fab Three Station Punch Die ✓	DIE#3-RIGHT		2008 2009	7,680
5	1	Pro-Fab Four Station Punch Die ✓	DIE#4		2008 2009	7,680
6	1	Pro-Fab Six Station Punch Die ✓	DIE#5		2008 2009	7,980
7	1	Pro-Fab Six Station Punch Die ✓	DIE#6		2008 2009	7,980
8	1	Pro-Fab Two Station Punch Die ✓	DIE#7		2008 2009	5,600
9	1	Custom Drill Stand ✓	DRILLSTATION		2008 2009	3,540
10	5	Sets of Cutting Fixtures ✓				22,100
11	2	Sato Label Printer ✓				6,500
12	4	Sets of Top Clamps ✓				4,160
13	1	PC Including Pro-Opt Optimization Software ✓				6,500
14	8	Sets of Welding Fixtures ✓				32,110
15	1	Set of Single Stack Gripper with Top Inserts ✓				6,240
16	1	Set of Single Stack Cleaner Fixtures with Top Inserts ✓				6,240
17	1	Set of Raised Scarfing Knives ✓				1,170
18	2	Barcode Scanner // ✓				3,900
19	1	PC Including Touch Screen Monitor ✓				4,550
20	1	Six Axis CNC Controlled Corner Cleaning Machine ✓	CNC-600			110,500
	1	Set of Carbide Tipped Outbacktrack / <i>Good M124</i> ✓				2,405

04/2002

ITEM NUMBER	QUANTITY	DESCRIPTION (Include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	TOTAL COST WITH INFLATION ADJUSTMENT
					ACQUISITION	REMOVAL		
22	1	Two Pocket Fixture for the Million ✓					1,657.50	
23	1	Six Station Punch Die ✓					8,060	
24	1	Digital Length Gauge ✓					4,940	
25	1	Single Head CNC Controlled Corner Cleaning Machine ✓					100,000	
26	5	Four Station Punch Die ✓	PRO-FAB				38,640	
27	1	Programmable Routing Machine ✓	CNR-700				37,200	
28	1	Fixture for Mercury's Casement Arming Mechanism ✓					1,980	
29	1	6 Foot Centering Gauge with Flip Stop ✓					1,800	
30	1	Set of Off Center Stop (4) ✓					660	
31	1	Set of 6 Foot Support Conveyor A ✓					780	
		Total					466,892.50	

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: Accor Windows & Doors Inc		List prepared by: Anubhav Agarwal, VP Finance		FOR EDC USE ONLY	
Address: 55 Innovation Drive, Scarborough, ON L9E 7L8		Company Officer's Signature		Branch: EDC Service Investigating Officer: [Signature]	
Location of Assets: <input checked="" type="checkbox"/> as above, or _____ Date: November 10, 2009					

ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, model no, capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	FOR ITEMS NOT YET PAID IN FULL, RECORD DATE OF ACQUISITION
					ACQUISITION	DISPOSAL		
1	5	Pro-Fab Four Station Punch Die	DIE#1, 3-5, 8		2008	2009	38,400	
2	4	Pro-Fab Six Station Punch Die	DIE#2, 9-11		2008	2009	31,920	
3	1	Pro-Fab Seven Station Punch Die	DIE#6		2008	2009	7,980	
4	3	Pro-Fab Three Station Punch Die	DIE#7, 12		2008	2009	23,040	
5	1	Pro-Fab Two Station Punch Die	DIE#13		2008	2009	6,600	
6	1	Custom Drill Stand	DRILLSTATION		2008	2009	3,540	
7	5	Four Station Punch Die	PRO-FAB		2008	2009	38,640	
8	1	Programmable Routing Machine	CNR-700		2008	2009	37,200	
9	1	Fixtures for Marquis casement awning			2008	2009	1,980	
10	1	6 Foot Centering Gauge with Flip Stop/Off Centre Stop			2008	2009	2,460	
11	2	Set of 5 Foot Support Conveyor			2008	2009	780	
12	1	Auto Feed Saw	AF-220		2008	2009	45,500	
13	1	PC incl touch screen, pro-optimization software			2008	2009	8,450	
14	2	Sato label printer			2008	2009	6,500	
15	10	Sets of various fixtures			2008	2009	69,160	
16	2	Quick Change Tooling System with Cartridge			2008	2009	13,000	
17	2	Barcode Scanner			2008	2009	6,500	
18	1	Two Head CNC Corner Cleaner	CNC-23		2008	2009	117,000	
19	1	Six Station Punch Die	PRO-FAB		2008	2009	8,060	
20	1	Digital Length Gauge			2008	2009	4,940	
21	1	Automatic Servo Controlled Self Positioning Gauge	PRO-STOP 10A		2008	2009	12,740	

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484,390

PAGE 1 OF 10

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This is **Exhibit “N”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'G. Klaiman', with a horizontal line extending to the right.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Our File No. 68124

March 4, 2021

PERSONAL & CONFIDENTIAL

**BY REGISTERED MAIL
AND BY REGULAR MAIL**

Aluminart Products Limited
1 Summerlea Road
Brampton, Ontario
L6T 4V2
Attention: Cosimo Caccamo, Director

And

Arcor Windows & Doors Inc.
1 Summerlea Road
Brampton, Ontario
L6T 4V2
Attention: Attention: Cosimo Caccamo, Director

And

N.A.P. Windows & Doors Ltd.
1 Summerlea Road
Brampton, Ontario
L6T 4V2
Attention: Cosimo Caccamo, Director

And

N.A.P. Windows & Doors Ltd.
2150 Enterprise Way
Kelowna, B.C.
V1Y 6H7
Attention: Cosimo Caccamo, Director

And

N.A.P. Windows & Doors Ltd.
400-725 Granville Street
Vancouver, B.C.
V7Y 1G5
Attention: Cosimo Caccamo, Director

And

Chamberdoor Industries, Inc.
1 Summerlea Road
Brampton, Ontario
L6T4V2
Attention: Lou Marzari, Director

And

Chamberdoor Industries, Inc.
153 Extrusion Place
Hot Springs, AR
71901
USA

Attention: Lou Mazari, Director

Dear Sirs:

Re: Business Development Bank of Canada ("BDC")
Loan to Aluminart Products Limited, Arcor Windows & Doors Inc.,
N.A.P. Windows & Doors Ltd. and Chamberdoor Industries, Inc.
(hereinafter jointly and severally called the "Borrowers") – Loan No. 052041-04

Please be advised that we are solicitors for BDC to whom the Borrowers are jointly and severally indebted as hereinafter indicated. As the Borrowers are in default of the terms and conditions of the loan documents, on behalf of BDC we hereby invoke the acceleration clause contained in the security documents and demand repayment of the loans in full.

The amounts due and payable are as follows:

Loan No. 052041-04

Principal amount outstanding as of the close of business March 1, 2021	\$500,000.00
Accrued and unpaid interest for the period up to and including March 1, 2021	\$30,809.60
Sub-Total:	\$530,809.60

Interest continuing to accrue at BDC's base
rate plus 2% per annum at \$89.72
per diem based on the current principal
amount outstanding until the date of
receipt of payment or judgment

Annual Admin Fees

\$350.00

TOTAL:

\$531,159.60

Please note per diem interest is required to be paid up to and including the date of receipt of payment or judgment. Interest is compounded monthly and the daily interest amount will increase as a result.

Please be advised that if we are not in receipt of payment in full of the foregoing amount, including interest accrued up to and including the date of receipt of payment on or before the close of business March 19, 2021 (the "Demand Date"), we have instructions from BDC to commence whatever legal proceedings we deem necessary in order to recover the full amount of the indebtedness due and owing by the Company to BDC and to enforce all security held by BDC for the obligations of the Company to BDC as contemplated in the enclosed notice of intention to enforce security.

Please find enclosed a Notice of Intention to Enforce Security being served upon you pursuant to the provisions of the *Bankruptcy and Insolvency Act*.

Yours very truly,

LIPMAN, ZENER & WAXMAN PC

Per:

Allan L. Lipman

ALL:vb

Encls.

cc: Business Development Bank of Canada
Attention: Margaret Bernat

FORM 86

Notice of Intention to Enforce Security
(Subsection 244(1))

TO: Aluminart Products Limited, an insolvent person

TAKE NOTICE THAT:

1. BUSINESS DEVELOPMENT BANK OF CANADA, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All assets including personal property, accounts receivable, inventory, equipment, goodwill and intangibles of the insolvent person wherever located including those assets located at 1 Summerlea Road, Brampton, Ontario, L6T4V2.

2. The security that is to be enforced is comprised of a General Security Agreement executed and delivered by the insolvent person in favour of Business Development Bank of Canada dated June 5, 2009.

3. The total amount of the indebtedness secured by the security is \$531,159.60, including principal and interest as of March 1, 2021, together with interest and costs continuing to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 4th day of March, 2021.

**BUSINESS DEVELOPMENT
BANK OF CANADA**
by its authorized agent herein
LIPMAN, ZENER & WAXMAN PC

Per: _____

Allan L. Lipman

This Notice is a required document under the *Bankruptcy & Insolvency Act* ("Act"). The use of the word "insolvent" is prescribed by the Act but nothing in it shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

FORM 86

Notice of Intention to Enforce Security
(Subsection 244(1))

TO: N.A.P. Windows & Doors Ltd. , an insolvent person

TAKE NOTICE THAT:

1. BUSINESS DEVELOPMENT BANK OF CANADA, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All assets including personal property, accounts receivable, inventory, equipment, goodwill and intangibles of the insolvent person wherever located including those assets located at 400-725 Granville Street, Vancouver, B.C., V7Y 1G5.

2. The security that is to be enforced is comprised of a General Security Agreement executed and delivered by the insolvent person in favour of Business Development Bank of Canada dated June 5, 2009.

3. The total amount of the indebtedness secured by the security is \$531,159.60, including principal and interest as of March 1, 2021, together with interest and costs continuing to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 4th day of March, 2021.

**BUSINESS DEVELOPMENT
BANK OF CANADA**
by its authorized agent herein
LIPMAN, ZENER & WAXMAN PC

Per: _____

Allan L. Lipman

This Notice is a required document under the *Bankruptcy & Insolvency Act* ("Act"). The use of the word "insolvent" is prescribed by the Act but nothing in it shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

FORM 86

Notice of Intention to Enforce Security
(Subsection 244(1))

TO: Arcor Windows & Doors Inc., an insolvent person

TAKE NOTICE THAT:

1. BUSINESS DEVELOPMENT BANK OF CANADA, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All assets including personal property, accounts receivable, inventory, equipment, goodwill and intangibles of the insolvent person wherever located including those assets located at 1 Summerlea Road, Brampton, Ontario, L6T4V2.

2. The security that is to be enforced is comprised of a General Security Agreement executed and delivered by the insolvent person in favour of Business Development Bank of Canada dated June 5, 2009.

3. The total amount of the indebtedness secured by the security is \$531,159.60, including principal and interest as of March 1, 2021, together with interest and costs continuing to accrue.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 4th day of March, 2021.

**BUSINESS DEVELOPMENT
BANK OF CANADA**
by its authorized agent herein
LIPMAN, ZENER & WAXMAN PC

Per: _____

Allan L. Lipman

This Notice is a required document under the *Bankruptcy & Insolvency Act* ("Act"). The use of the word "insolvent" is prescribed by the Act but nothing in it shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent.

NOTICE

TAKE NOTICE that default has been made on payment of monies due by Aluminart Products Ltd. (hereinafter referred to as the “Debtor”) to BUSINESS DEVELOPMENT BANK OF CANADA (hereinafter referred to as the “Secured Creditor”) and that the Secured Creditor has security perfected pursuant to the provisions of the *Personal Property Security Act*, in the form of a security agreement which covers certain property including that referred to in Schedule “A” attached hereto (hereinafter referred to as the “Collateral”) together with all proceeds of disposition of the Collateral derived from the sale of same.

The amount required to satisfy the claim of the Secured Creditor under Section 63(5)(b) of the *Personal Property Security Act* is made up as follows:

Principal and Interest Capitalized to March 1, 2021:	\$531,159.60
--	--------------

The amount of the applicable expenses which will be due and owing to the Secured Creditor under Section 63(5)(c) of the <i>Personal Property Security Act</i> , is estimated to be the sum of:	\$25,000.00
--	-------------

Total:	\$556,159.60
--------	--------------

We hereby give you notice that you may redeem the Collateral upon the payment of the total of the amounts referred to above on or before April 5, 2021.

Please be advised that if the total of the amounts mentioned above is not paid to the, Secured Creditor on or before April 5, 2021, the Secured Creditor will then dispose of the Collateral by private sale, lease or otherwise and the Debtor may be liable for any deficiency.

Regardless of the estimate of expenses set out above, you will be required to pay only the actual expenses incurred by the Secured Creditor to the date you redeem. It is possible that the actual expenses incurred could be greater or less than the amounts presently estimated. Your right to redeem continues until the actual disposition of the Collateral.

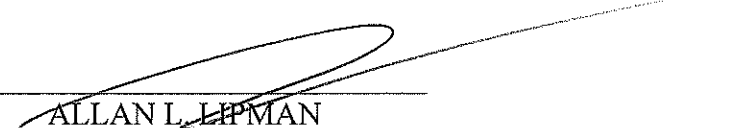
Upon receipt of payment from you, you will be credited with any rebates or allowances to which the Debtor is entitled by law or under the Security Agreement.

This notice is given to you as you appear to have a security interest in the Collateral.

DATED at Toronto this 4th day of March, 2021

**BUSINESS DEVELOPMENT BANK OF
CANADA**
BY ITS SOLICITORS,
LIPMAN, ZENER & WAXMAN PC

Per: _____


ALLAN L. LIPMAN

The address of the Secured Creditor is:

121 King Street West, Suite 1200, Toronto, ON M5H 3T9

Its solicitors' address is:

100 Sheppard Avenue East, Suite 850, Toronto, Ontario, M2N 6N5

PARTIES SERVED WITH THIS NOTICE:

TO:

Icapital Financial Services Corp.
91 Skyway Avenue
Suite 103
Toronto, Ontario
M9W 6R5

And

On Deck Capital Canada, Inc.
1100 Rene-Levesque Boulevard
Montreal, Q.C.
H3B 4N4

And

Royal Bank of Canada
36 York Mills Road
4th Floor
Toronto, Ontario
M2P 0A4

And

Royal Bank of Canada
300-5575 North Service Road
Burlington, Ontario
L7L 6M1

And

Aluminart Products Limited
1 Summerlea Road
Brampton, Ontario
L6T 4V2
Attention: Cosimo Caccamo, Director

And

Arcor Windows & Doors Inc.
1 Summerlea Road
Brampton, Ontario
L6T 4V2
Attention: Attention: Cosimo Caccamo, Director

And

N.A.P. Windows & Doors Ltd.
1 Summerlea Road
Brampton, Ontario
L6T 4V2
Attention: Cosimo Caccamo, Director

And

N.A.P. Windows & Doors Ltd.
2150 Enterprise Way
Kelowna, B.C.
V1Y 6H7
Attention: Cosimo Caccamo, Director

And

N.A.P. Windows & Doors Ltd.
400-725 Granville Street
Vancouver, B.C.
V7Y 1G5
Attention: Cosimo Caccamo, Director

And

Chamberdoor Industries, Inc.
1 Summerlea Road
Brampton, Ontario
L6T4V2
Attention: Lou Mazari, Director

And

NOTICE

TAKE NOTICE that default has been made on payment of monies due by Arcor Windows & Doors Inc. (hereinafter referred to as the “Debtor”) to BUSINESS DEVELOPMENT BANK OF CANADA (hereinafter referred to as the “Secured Creditor”) and that the Secured Creditor has security perfected pursuant to the provisions of the *Personal Property Security Act*, in the form of a security agreement which covers certain property including that referred to in Schedule “A” attached hereto (hereinafter referred to as the “Collateral”) together with all proceeds of disposition of the Collateral derived from the sale of same.

The amount required to satisfy the claim of the Secured Creditor under Section 63(5)(b) of the *Personal Property Security Act* is made up as follows:

Principal and Interest Capitalized to March 1, 2021:	\$531,159.60
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The amount of the applicable expenses which will be due and owing to the Secured Creditor under Section 63(5)(c) of the <i>Personal Property Security Act</i> , is estimated to be the sum of:	\$25,000.00
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Total:	\$556,159.60
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We hereby give you notice that you may redeem the Collateral upon the payment of the total of the amounts referred to above on or before April 5, 2021.

Please be advised that if the total of the amounts mentioned above is not paid to the, Secured Creditor on or before April 5, 2021, the Secured Creditor will then dispose of the Collateral by private sale, lease or otherwise and the Debtor may be liable for any deficiency.

Regardless of the estimate of expenses set out above, you will be required to pay only the actual expenses incurred by the Secured Creditor to the date you redeem. It is possible that the actual expenses incurred could be greater or less than the amounts presently estimated. Your right to redeem continues until the actual disposition of the Collateral.

Upon receipt of payment from you, you will be credited with any rebates or allowances to which the Debtor is entitled by law or under the Security Agreement.

This notice is given to you as you appear to have a security interest in the Collateral.

DATED at Toronto this 4th day of March, 2021

**BUSINESS DEVELOPMENT BANK OF
CANADA**
BY ITS SOLICITORS,
LIPMAN, ZENER & WAXMAN PC

Per:

ALLAN L. LIPMAN

The address of the Secured Creditor is:

121 King Street West, Suite 1200, Toronto, ON M5H 3T9

Its solicitors' address is:

100 Sheppard Avenue East, Suite 850, Toronto, Ontario, M2N 6N5

PARTIES SERVED WITH THIS NOTICE:

TO:

Aluminart Products Limited
1 Summerlea Road
Brampton, Ontario
L6T 4V2
Attention: Cosimo Caccamo, Director

And

Arcor Windows & Doors Inc.
1 Summerlea Road
Brampton, Ontario
L6T 4V2
Attention: Attention: Cosimo Caccamo, Director

And

N.A.P. Windows & Doors Ltd.
1 Summerlea Road
Brampton, Ontario
L6T 4V2
Attention: Cosimo Caccamo, Director

And

N.A.P. Windows & Doors Ltd.
2150 Enterprise Way
Kelowna, B.C.
V1Y 6H7
Attention: Cosimo Caccamo, Director

And

N.A.P. Windows & Doors Ltd.
400-725 Granville Street
Vancouver, B.C.
V7Y 1G5
Attention: Cosimo Caccamo, Director

And

Chamberdoor Industries, Inc.
1 Summerlea Road
Brampton, Ontario
L6T4V2
Attention: Lou Mazari, Director

And

Chamberdoor Industries, Inc.
153 Extrusion Place
Hot Springs, AR
71901
USA
Attention: Lou Mazari, Director

And

Royal Bank of Canada
36 York Mills Road
4th Floor
Toronto, Ontario
M2P 0A4

And

Icapital Financial Services Corp.
91 Skyway Avenue
Suite 103
Toronto, Ontario
M9W 6R5

And

On Deck Capital Canada, Inc.
1100 Rene-Levesque Boulevard
Montreal, Q.C.
H3B 4N4

SCHEDULE "A"

1. All items of inventory of the Debtor wherever located including that located at 400-725 Granville Street, Vancouver, B.C., V7Y 1G5;
2. Equipment of Debtor wherever located including that located at 400-725 Granville Street, Vancouver, B.C., V7Y 1G5;
3. All accounts of the Debtor;
4. Books, records, customer accounts of the Debtor;
5. Goodwill of the Debtor including its trade name;
6. Customer lists of the Debtor;
7. Any choses in action of the Debtor; and
8. Any and all other assets of the Debtor of any nature or kind or description whatsoever.

NOTICE

TAKE NOTICE that default has been made on payment of monies due by N.A.P. Windows & Doors Ltd. (hereinafter referred to as the “Debtor”) to BUSINESS DEVELOPMENT BANK OF CANADA (hereinafter referred to as the “Secured Creditor”) and that the Secured Creditor has security perfected pursuant to the provisions of the *Personal Property Security Act*, in the form of a security agreement which covers certain property including that referred to in Schedule “A” attached hereto (hereinafter referred to as the “Collateral”) together with all proceeds of disposition of the Collateral derived from the sale of same.

The amount required to satisfy the claim of the Secured Creditor under Section 63(5)(b) of the *Personal Property Security Act* is made up as follows:

Principal and Interest Capitalized to March 1, 2021:	\$531,159.60
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The amount of the applicable expenses which will be due and owing to the Secured Creditor under Section 63(5)(c) of the <i>Personal Property Security Act</i> , is estimated to be the sum of:	\$25,000.00
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Upon receipt of payment from you, you will be credited with any rebates or allowances to which the Debtor is entitled by law or under the Security Agreement.

This notice is given to you as you appear to have a security interest in the Collateral.

DATED at Toronto this 4th day of March, 2021

**BUSINESS DEVELOPMENT BANK OF
CANADA**
BY ITS SOLICITORS,
LIPMAN, ZENER & WAXMAN PC

Per: 
ALLAN L. LIPMAN

The address of the Secured Creditor is:

121 King Street West, Suite 1200, Toronto, ON M5H 3T9

Its solicitors' address is:

100 Sheppard Avenue East, Suite 850, Toronto, Ontario, M2N 6N5

PARTIES SERVED WITH THIS NOTICE:

TO:

Aluminart Products Limited
1 Summerlea Road
Brampton, Ontario
L6T 4V2
Attention: Cosimo Caccamo, Director

And

Arcor Windows & Doors Inc.
1 Summerlea Road
Brampton, Ontario
L6T 4V2
Attention: Attention: Cosimo Caccamo, Director

And

N.A.P. Windows & Doors Ltd.
1 Summerlea Road
Brampton, Ontario
L6T 4V2
Attention: Cosimo Caccamo, Director

And

N.A.P. Windows & Doors Ltd.
2150 Enterprise Way
Kelowna, B.C.
V1Y 6H7
Attention: Cosimo Caccamo, Director

And

N.A.P. Windows & Doors Ltd.
400-725 Granville Street
Vancouver, B.C.
V7Y 1G5
Attention: Cosimo Caccamo, Director

And

Chamberdoor Industries, Inc.
1 Summerlea Road
Brampton, Ontario
L6T4V2
Attention: Lou Mazari, Director

And

Chamberdoor Industries, Inc.
153 Extrusion Place
Hot Springs, AR
71901
USA
Attention: Lou Mazari, Director

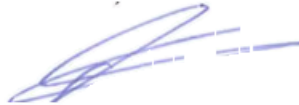
And

Royal Bank of Canada
36 York Mills Road
4th Floor
Toronto, Ontario
M2P 0A4

SCHEDULE "A"

1. All items of inventory of the Debtor wherever located including that located at 400-725 Granville Street, Vancouver, B.C., V7Y 1G5;
2. Equipment of Debtor wherever located including that located at 400-725 Granville Street, Vancouver, B.C., V7Y 1G5;
3. All accounts of the Debtor;
4. Books, records, customer accounts of the Debtor;
5. Goodwill of the Debtor including its trade name;
6. Customer lists of the Debtor;
7. Any choses in action of the Debtor; and
8. Any and all other assets of the Debtor of any nature or kind or description whatsoever.

This is **Exhibit “O”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'G. Bernat', with a horizontal line extending to the right.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Court File No. CV-21-00657729-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.

)

MONDAY, THE 29TH

JUSTICE HAINEY

)

DAY OF MARCH, 2021

BETWEEN :

ROYAL BANK OF CANADA

Applicant



- and -

**ALUMINART PRODUCTS LIMITED, ARCOR WINDOWS & DOORS INC.,
and N.A.P. WINDOWS & DOORS LTD.**

Respondents

**ORDER
(appointing Receiver)**

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing msi Spergel inc. ("**Spergel**") as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Aluminart Products Limited, Arcor Windows & Doors Inc. and N.A.P. Windows & Doors Ltd. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, and with the sole exception of i) the equipment listed at Schedule "B" to this Order in which the Business Development Bank of Canada claims a security interest and ii) the motor vehicles subject to lease agreements (collectively, the "**Lease Agreements**") between Aluminart Products Limited and Star One Motors Inc., and assigned to Mercedes-Benz Financial Services Canada Corporation ("**MBFS**"), as specifically set out in Schedule

"C" hereto (collectively the "**Exempted Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Robert Fick sworn February 26, 2021 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and counsel for the Respondents, no one else appearing although duly served as appears from the affidavit of service of Christine Cavarzan sworn March 1, 2021, the affidavits of service of Cristina Bandellon sworn March 1, 2021 and the affidavits of service of Robert Street sworn March 3, 2021 and on reading the consent of Spergel to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Spergel is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, with the sole exception of the Exempted Assets (the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the

name and on behalf of the Debtors, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders,

and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the

information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property, with the sole exception of a Proceeding in relation to the Exempted Assets, shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property, with the sole exception of a Proceeding in relation to the Exempted Assets, are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. This provision does not impact the ability of MBFS to take any steps or pursue any remedies available to MBFS as against the Debtors under the Lease Agreements, including but not limited to any termination or enforcement steps in relation to the motor vehicles listed in Schedule "C" hereto.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile

numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for

the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

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

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

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements,

incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property (with the sole exception of the Exempted Assets) shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari*

passu basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <http://www.spergelcorporate.ca/engagements/>.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, and any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty,

any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

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


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

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

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

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate, with the sole exception of a Proceeding in relation to the Exempted Assets, with such priority and at such time as this Court may determine.

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

A handwritten signature in blue ink is written over a horizontal line. The signature is cursive and appears to read "Hainey J.".

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "**Receiver**") of the assets, undertakings and properties Aluminart Products Limited, Arcor Windows & Doors Inc. and N.A.P. Windows & Doors Ltd. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof and with the sole exception of the Exempted Assets (as defined in the Order) (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number ____-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

Msi Spergel inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ALUMINAKI PRODUCTS LIMITED 1 SUMMERLEA RD., BRAMPTON, ONTARIO SECTION 1 - ITEM NUMBERS 128 TO 369:-						
			Z-Bar Department			
128	1	ZB1	15-ton OBI punch press, 1-cavity die, mortise press dd kit	Fanco		
129	1	ZB2	8-ton punch press, 1-cavity die, z-bar mortise press	Alceco	8-1P	212
130	1	ZB3	15-ton OBI punch press, new z-bar press	Rousselle	No. 2	722
131	1	ZB4	Uni pneumatic punch press, 6-hole punch z-bar, c/w (6) Unitool punches, 80" W.	Whiting	Multi Punch	
132	1	ZB5	Uni pneumatic punch press, 6-hole punch sweeps & dd kit, c/w (6) Unitool punches, 96" W			
133	1	ZB6	OBI punch press, 4-cavity die century box sweep, air clutch	Brown Boggs	13L	
134	1	ZB7	15-ton OBI punch press, 2-cavity die, 1" wood core box sweep	Rousselle	2E	18246
135	1	ZB8	15-ton OBI punch press, 1-cavity die, wood core face sweep	Fanco	55A	
136	1	ZB9	20-ton OBI punch press, 8-cavity die, wood core box sweep	Brown Boggs	S13LW	68350
137	1	ZB11	20-ton OBI punch press 1-cavity die, 1-1/2" z-bar header, w/ punches	Brown Boggs	13L	CH10006
138	1	ZB12	20-ton OBI punch press, c/w air clutch, 1-cavity die, 2" o/l z-bar header	Rousselle	No. 3	
139	1	ZB13	40-ton OBI punch press, 6-cavity die, 2" pre-hung header	Blow	No. 4	
140	1	ZB14	20-ton OBI punch press, 6-cavity die, 1-1/2" pre-hung header	Brown Boggs	13LW	66461
141	1	ZB15	5-ton punch press, 2-cavity die, 2" header	Fanco	No. 51	
142	1	ZB16	20-ton punch press, 1-cavity die, 1" z-bar header, C-frame, w/ drill	Alceco	15-1P	196
143	1	ZBS1	radial arm pull saw, w/ coolant	Delta	MX3	3135
144	1	ZB17	5-ton punch press, 3-cavity die, L-sweep	Alva Allen		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
145	1	N/A	5-ton punch press	Alva Allen		
146	1	ZB18	10-ton OBI punch press, 1-cavity die, z-bar hinge punch	Brown Boggs	11LW	
147	1	ZB19	screw cap cover packaging table 36" x 96"			
148	1	ZB20	z-bar hinge assembly table 36" x 96"			
149	1	ZB21	z-bar hinge assembly table 36" x 96"			
150	1	ZB22	z-bar hinge assembly table 36" x 96"			
151	1	ZB23	double z-bar packaging table 60" x 90"			
152	1	ZB24	single z-bar packaging table 27" x 90"			
153	1	ZB25	single z-bar packaging table 27" x 90"			
154	1	ZB26	z-bar Schlegel table 36" x 48"			
155	1	ZB27	z-bar box table			
156	1	N/A	lot, of pallet racking, including (12) uprights, & 48 load beams			
			Woodcore Department			
157	1	WC1	15-ton OBI punch press, 2-cavity die	Rousselle	No. 2E	18947
158	1	WC2	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
159	1	WC3	5-ton punch press, 8-cavity die	Azimuth	4SP	2458
160	1	WC4	5-ton punch press, 6-cavity die	Alva Allen	BT-5	6250025
161	1	WC5	5-ton punch press, 4-cavity die	"Haas"		
162	1	WC6	4-ton punch press, 1-cavity die	Alceco	4-1P	1548
163	1	WC7	multi 5-head air press, 7.5' L.			
164	1	WC8	5-ton punch press, 2-cavity die	"Haas"		
165	1	WC9	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
166	1	WC10	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
167	1	WC11	5-ton punch press, 1-cavity die	Rousselle	No. 0E	22493
168	1	WC12	work table 36" x 84"			
169	1	WC13	window frame assembly table 36" x 84"			
170	1	WC14	security grid assembly table 36" x 96"			
171	1	WC15	door assembly table 29" x 72"			
172	1	WC16	door assembly table 29" x 72"			
173	1	WC17	swivel table 36" x 68"			
174	1	WC18	swivel table 36" x 68"			
175	1	WC31	V-notch mitre saw	Sampson	MN150-12	2965
176	1	WC32	triple-head mitre saw	LeTarte	Econ-O-Mitre THM12	0688008
177	1	WC33	radial arm saw w/ coolant	Rockwell	14-RAS	J16005

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
178	1	WCS4	double-head mitre saw, w/ length stop & worktable	Stone Mny.	DM10	0460
179	1	WCS5	panel saw c/w router attachment	Safety Speed Cut	SR5	42103
180	1	WCS6	1 h.p. dust collector	Jet	DC650	
181	1	N/A	2-bay pallet rack			
182	1	N/A	Schlegel weatherstrip inserter			
			Mullion Department			
183	1	ML1	milling machine w/ drill	Wegoma		
184	1	ML2	milling machine w/ drill (new 1984)	Wegoma	AK255	84206
185	1	ML3	milling machine w/ drill (new 1996)	Wegoma	AK255.3	26469
186	1	ML4	10-ton punch press, 8-cavity die	Alceco	6-1P	659
187	1	ML5	4-ton punch press, 2-cavity die	Alceco	4-1P	1792
188	1	ML6	pneumatic milling machine			
189	1	ML7	5-ton punch press, 1-cavity die	Rousselle	0E	AE10664
190	1	ML8	10-ton OBI punch press, 8-cavity die	Rousselle	No. 1A	16122
191	1	ML9	5-ton punch press, 4-cavity die	Alva Allen	BT-5	KFF38182
192	1	ML10	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	CHLD010
193	1	ML11	custom milling machine for weep hole	Rouse	Precision Miller	
194	1	ML12	vertical 3-lite assembly fixture			
195	1	ML13	3-lite assembly table			
196	1	MLS1	radial arm saw w/ coolant	Rockwell		2917-B
197	1	MLS2	custom milling machine (6) pcs at-a-time			
198	1	MLS3	custom milling machine (3) pcs at-a-time			
199	1	MLS4	double-head straight cut saw			
	1		Screen Department			
200	1	SC1	weather strip inserter, woodcore screen rail Schlegel machine			
201	1	SC2	1 lite assembly table view & vent housing			
202	1	SC3	20-ton punch press, 3-hole punch view & vent housing	Brown Boggs	13LW	12723
203	1	SC4	5-ton punch press, 1-cavity die	Alva Allen	BT-5	AGH36530
204	1	SC5	view and vent assembly table			
205	1	SC6	5-ton punch press, 2-cavity die	Alva Allen	BT-5	FGH56908
206	1	SC7	Uni punch press, 1-hole punch custom view & vent housing	Multicyl		
207	1	SC8	5-ton punch press, (1) die, light slide bar			
208	1	SC9	5-ton punch press, (1) die, woodcore screen punch	Alva Allen	BT-5	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
209	1	SCS1	radial arm saw w/ coolant, V & Vent/Screen Rail	Rockwell	14-RAS	HR3019
210	1	SCS2	V-notch mitre cut saw Woodcore screen Frame	Sampson	MN-12	6368
211	1	SC10	view and vent assembly table			
212	1	SC11	view and vent screen cutting table 48" x 126"			
213	1	SC12	view and vent screen table 25" x 73"			
214	1	SC13	screen table 48" x 96"			
215	1	SC14	screen table 48" x 96"			
216	2	SC15	screen tables 54" x 115" w/ articulating arm @ \$300 ea.	Screen Centre		
217	1	SC16	Woodcore screen table 24" x 72"			
218	1	SC17	2-lite screen assembly table 44" x 77"			
219	1	SC18	2-lite screen assembly table 50" x 36"			
			Sashing Department			
220	1	SA1	5-ton punch press, 1-cavity die, operating CMR	Alva Allen	BT5	
221	1	SA2	5-ton punch press, 4-cavity die, 2 pr handles	Alva Allen	BT5	FGH56897
222	1	SA3	20-ton OBI punch press, 4-cavity die operating handles	Brown Boggs	13LW	12382
223	1	SA4	4-ton punch press, 2-cavity die, operating heights	Alceco	4-1P	1083
224	1	SA5	27-ton punch press, 1-cavity die, woodcore handles	L & J	No. 3-1/2	35109
225	1	SA6	weatherstrip insertion table			
226	1	SA7	sashing assembly table 66" x 32"			
227	1	SA8	sashing assembly table 66" x 32"			
228	1	SA9	sashing assembly table 66" x 32"			
229	1	SA10	sashing assembly table 66" x 32"			
230	1	SA11	sashing assembly table 66" x 32"			
231	1	SAS1	radial arm saw	Rockwell	14-RAS	FU6417
232	1	SAS2	V-notch mitre cut saw	Sampson	MN150	4178
233	1	SAS3	V-notch mitre cut saw	Sampson	MN150	4179
234	1	SA12	schedule table 44" x 27"			
235	1	SA13	pre-assembly sash parts table 48" x 60"			
236	1	SA14	pre-assembly sash parts table 60" x 30"			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
237	1	SA15	pre- assembly sash parts table 24" x 84"			
238	1	SA16	1-lite assembly table 72" x 39"			
239	1	SA17	1-lite assembly table 72" x 39"			
240	1	SA18	1-lite assembly table 72" x 39"			
			Retractable Screen			
241	1	RS1	10-ton OBI punch press, 6-cavity die sill cash & carry	Brown Boggs	11L	
242	1	RS2	5-ton punch press, 6-cavity die header cash & carry	Alva Allen	BT5	
243	1	RS3	5-ton punch press, 4-cavity die, header & sill, d door & entry	"Haas"		
244	1	RS4	5-ton punch press, 4-cavity die	Alva Allen	BT5	
245	1	N/A	5-ton punch press	Alva Allen	BT5	
246	1	RS5	5-ton punch press, 1-cavity die header & sill, entry & d door			
247	1	RS6	5-ton punch press, 1-cavity die, jamb, cash & carry/entry/patio	Rousselle	No. 0E	22492
248	1	RS7	5-ton punch press, 2-cavity die, header, cash & carry/patio	Alva Allen	BT5	
249	1	RS8	5-ton punch press, 1-cavity die, header, cash & carry/patio	Alva Allen	BT5	
250	1	RS9	5-ton punch press, 1-cavity die, plastic bolt, all	"Haas"		
251	1	RS10	5-ton punch press, 3-cavity die, jamb, all	Alva Allen	BT5	
252	1	N/A	5-ton punch press (no motor)	Alva Allen	BT5	
253	1	N/A	4-ton punch press	Alceco	4-IP	
254	1	RSS5	radial arm saw, header patio/cash & carry	Rockwell	14-RAS	J16004
255	1	RS12	assembly table small parts 31" x 78"			
256	1	RS13	handle assembly table 38" x 83"			
257	1	RS14	48" screen cutting table 49" x 97"			
258	1	RS15	36" screen cutting table 128" x 50"			
259	1	RS16	assembly table 96" x 24"			
260	1	RS17	packaging table 98" x 49"			
	1		Process			
261	1	PR1	20-ton OBI punch press, 6-cavity, 1-5/8" & 2" sill	Brown Boggs	13LW	69140
262	1	PR2	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	
263	1	PR3	20-ton punch press, 2-cavity die 2" rail punch	Walsh	No. 3	
264	1	PR4	20-ton OBI punch press, 2-cavity die, 1-1/4" rail punch			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
265	1	PR5	18-ton punch press, 2-cavity die, 1-5/8" sill punch	L & J	No. 2	22756
266	1	PR6	copy router (new 1996)	Actual	FC100AP	96P237
267	1	PR7	copy router with converter AC motor control	Actual	FC100AP	97P117
268	1	PR8	40-ton OBI punch press, 2-cavity die, 1-5/8" century rail	Brown Boggs	15LW	
269	1	PR9	multi spindle drill press, w/ Commander drill head	Walker Turner	1112-41	40711
270	1	PR10	36" air operated shear	Brown Boggs	237AL	
271	1	PR11	vertical band saw, 14"	Sharp		
272	1	PR12	auto. weather stripping machine 1-5/8 century rail (On loan from Schlegel Corp.)	Schlegel Corp.	Roll-In Machine	9428
273	1	PR13	auto weather stripping machine 2" rail (On loan from Schlegel Corp.)	Schlegel Corp.		120579
274	1	PRS1	2-head mitre saw, with (5) drills (new 1984)	Elumatec	DG102	81010
275	1	PRS2	2-head mitre saw, with (4) drills, & E110 DRO (new 1994)	Elumatec	DG102	25-590
276	1	PRS3	2-head mitre saw, with (5) drills	Sampson		
277	1	PRS4	2-head mitre saw, with (4) drills (new 1982)	Elumatec	DG102	181150
278	1	PRS5	2-head mitre saw, with (4) drills	Sampson		
279	1	PRS6	2-head mitre saw, with (2) drills (new 1981)	Elumatec	DG102	180869
280	1	N/A	2-bay pallet rack			
281	1	N/A	1-bay pallet rack			
282	1	N/A	8-bay pallet rack			
283	2	N/A	mobile stock ladders			
284	5	N/A	double-sided vertical extrusion racks			
Assembly						
285	1	AS1	11' dual belt conveyor			
286	1	AS2	pneumatic squaring table (new ca. 1988)	Vinton		
287	1	AS3	main frame pre-assemble table 48" x 48"			
288	1	AS5	door re-work table on casters			
	1		Vinyl & Hinge Department			
289	1	VNS1	radial arm saw	Rockwell	14-RAS	J15857
290	1	HGS1	5/8" hinge saw c/w US variable speed drive			
291	1	HGS2	1-1/8" hinge saw	Delta		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
292	1	HG1	hinge assembly table with custom hinge machine			
			Door Line			
293	1	DL1	10' gravity roller conveyor with pneumatic lift & Intermac 9560 control			
294	1	DL2	8' x 64" chain roller conveyor variable speed	Damark	96X64	4840
	1	DL3	10' shrink tunnel, triple zone	Damark	S64TX	5439
	1	DL4	8' x 64" chain roller conveyor, variable speed	Damark	64RX96	5437
295	1	DL5	8' x 4' work table with roller			
296	1	DL6	shrink bag rack			
297	1	DL7	walkway			
298	1	DL9	30' x 42" belt conveyor, variable speed	Roach Conveyors		175197/ 161453
299	1	DL10	31' x 40" belt conveyor, variable speed	Rapistan		
300	1	DL11	40' x 38" belt conveyor variable speed	Roach Conveyors		188933
301	1	DL12	corner roller system, approx. 18' x 48"			
302	1	DL13	40' x 38" belt conveyor variable speed	Roach Conveyors		187910
303	1	DL14	die cut staple table			
304	1	DL15	die cut staple table			
305	1	DL16	40" x 60" work bench for pre-hung doors			
306	1	DL17	hardware cart			
307	1	DL18	hardware cart			
	1		Shipping Department			
308	1	LT3	propane forklift truck, w/ side-shifter & Safe-Tilt mast	Toyota	42-6FGCU25	76341
309	1	LT4	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	5FGC25	15610
310	1	PW1	pallet wrapper	Orion	L66-6479	6096479
311	1	PW2	pallet wrapper	Orion	L66-12TP	8048248
312	1	PW3	pallet wrapper	Liberty	4-Series 4.4	
313	1	COMP-1	50 h.p. air compressor	Hydrovane		
314	1	COMP-2	40 h.p. air compressor	Hydrovane		
315	1	COMP-3	compressor air dryer with pre and after filter	Dry Energy	DE109	
316	1	LT5	electric reach forklift truck, 3000 lb. cap.	Raymond	20R30TT	201495S-C
317	1	LT6	electric pallet lift truck, 8' forks	Raymond	12TM-FRE80L	112-96 17635
318	1	STM-1	strapping machine	Signode	SP300	P3005-BL3

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
319	192	N/A	(approx.), pallet racking uprights, 18' high x 32" wide @ \$60 ea. (rounded)			
320	704	N/A	(approx.), pallet racking load beams, @ \$7 ea. (rounded)			
321	1	N/A	grinder			
322	2	N/A	work benches			
323			number not used			
324	1	N/A	mobile stock ladder			
325	1	N/A	pallet truck			
326	1	N/A	air compressor	Champion	HRA15-12	R40-884
			Maintenance Department			
327	1	M1	table saw	Rockwell	34-450	G-16886
328	1	M2	electric scissor lift	Plant Master	119SPEP	
329	1	M3	horizontal bandsaw	Carolina	HV12	003790
330	1	M5	bench grinder	Baldor	612R	
331	1	M6	bench drill press	Buffalo	No. 15	3982
332	1	M7	pedestal drill press	Manhattan	951230	70845
333	1	M8	hydraulic shop press, 30 ton cap	Carolina	HV100	004822
334	1	M9	arc welder, 250 amp. AC/DC	Miller	Dialarc	KC323648
335	1	N/A	48" air operated shear, 18 ga.	Brown Boggs	249AL	
336	1	N/A	surface grinder w/ 6" x 18" magnetic chuck	K. O. Lee	S718	17588-HA
337	1	N/A	lot, allowance for assorted maintenance shop equipment & racking, etc.			
			Receiving Department			
338	1	LT1	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	74937
339	1	LT2	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	75981
340	1	SCALE-1	5000 lb. cap. platform scale, w/ Fairbanks DRO	Eastern Scale		
341	1	CPI	vertical hydraulic bailer, 4' x 4' x 2' bail size	Gensco	V15-60	2-593
342	15	N/A	single cantilever storage racks, 4-level, @ \$500 ea.			
343	9	N/A	double cantilever storage racks, 4-level @ \$750 ea.			
344	1	N/A	mezzanine, 15' x 50'			
			Display Department			
345	1	STM-2	strapping machine	Strapack	SS-80	69184205
346	29	N/A	pallet racking uprights 18' high x 32" wide @ \$60 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
347	72	N/A	pallet racking load beams @ \$7 ea.			
			Machines Not In Use			
348	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
349	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
350	1	N/A	8' shrink tunnel, c/w variable speed chain roller conveyor	Damark		
	1	N/A	8' infeed chain roller conveyor, variable speed			
	1	N/A	8' outfeed chain roller conveyor, variable speed			
351	1	N/A	milling & drilling machine, (new 2005)	Craftex	30 H977	B0505161
352	1	N/A	2-head mitre saw with drills	Elumatec		
353	1	N/A	2-head mitre saw	Pro-Line		
354	1	N/A	electric reach-truck 2000 lb. cap. (not in working condition)	Clark		
355	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
356	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
			Carts & Racks (counts approximate)			
357	92	N/A	door carts @ \$100 ea.			
358	68	N/A	rail carts @ 100 ea.			
358	166	N/A	stacking racks @ \$100 ea.			
359	23	N/A	z-bar upright carts @ \$50 ea.			
360	2	N/A	hardware carts @ \$50 ea.			
361	108	N/A	10 x 10 hole carts @ \$25 ea.			
362	10	N/A	screen carts @ \$50 ea.			
363	14	N/A	header/sill process carts @ \$25 ea.			
364	18	N/A	mullion trillight frame carts @ \$50 ea.			
365	14	N/A	glass carts @ \$50 ea.			
366	6	N/A	woodcore, frame carts @ \$25 ea.			
367	6	N/A	woodcore, core carts @ \$250 ea.			
368	6	N/A	kick plate carts @ \$25 ea.			
369	39	N/A	sashing carts @ \$25 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
			ALUMINART PRODUCTS LIMITED 1 SUMMERLEA RD., BRAMPTON, ONTARIO SECTION 2 - ITEM NUMBER 370:			
			PRO-LINE AUTOMATION CUSTOM MACHINERY, EQUIPMENT & TOOLING TO MFR. A RETRACTABLE SCREEN PRODUCT LINE			
370	1		Complete parcel of Pro-Line Automation Systems Ltd. custom machinery, equipment, and tooling to manufacture the proprietary retractable screen product line, per Pro-Line Automation Systems Ltd. February 2007 invoice, number 09879-07, (copy enclosed), including the following:			
	1	RSS1	up-cut saw, c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor	Pro-Line	Pro-Cut SSU-100D	88783
	1	N/A	servo controlled automatic self-positioning length gauge, c/w: (2) backfence (infeed and Pro-Stop)	Pro-Line	Pro-Stop 10A	88784
	1	RSS2	vertical double mitre saw c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor (2) backfence (infeed & length gauge) (1) mitre block (for length gauge)	Pro-Line	DMV-210	88644
	2	N/A	six-station punch dies	Pro-Line		
	2	N/A	three-station punch dies	Pro-Line		
	1	RSS3	acoustically enclosed hydro pneumatic end milling machine, c/w: (1) spraymist lubrication system (1) custom carbide cutter stack (1) custom contoured clamping fixture to accommodate six profiles at a time	Pro-Line	Pro-Fab MM-8P	88766
	1	RSS4	custom programmable single-head CNC routing machine, c/w: (1) implementation of digital readout of centering device (1) screen table	Pro-Line	CNR-700	88750

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.	Orderly Liquidation Value (CAD \$)
370 cont	1	RS11	4-head drilling machine, header/sill/ jamb, all	Pro-Line	AD-42	88786	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ARCOR WINDOWS & DOORS INC. 55 INNOVATION DR., FLAMBOROUGH, ONTARIO ITEM NUMBERS 1 TO 127:						
1	1	BEND	hot air vinyl bending system (new ca. 2000)	Witte	WL-3M	WNA-00605
2	1		Complete glass cutting line, including the following:			
	1	BGCT-1073	automatic glass cutting table, approx. 9' x 13', c/w GE Fanuc Series OM control (ca. 1998)	Billco	CNC560	W.O. 97126
	1	GCT1-1048	break-out air float table, approx. 7' x 13'6" (new 1986)	Rodrigue		A606
	1	GCT2-1049	free-fall air float table, approx. 9'6" x 14'	Besten	SBOT	53-105-0378
	1	GCT3	glass cutting air float table, approx. 10' x 12'			
	7	N/A	free-fall glass racks	Roll-Tech		
3	1	CC1-1014	corner cleaner, (new 1987)	Urban	SV300/2	30206
4	1	CC2-1013	corner cleaner, (new 1988)	Urban	SV300/2	30191
5	1	CC3	corner cleaner, (new ca. 2000)	Pro Line	Pro-Clean CC300	87299
6	1	CM-1050	20 h.p. rotary screw air compressor	Hydrovane	SR6600 MK3	14HV208319
7	1	CM-3	piston air compressor, 25 h.p., 2-stage	Champion	HRA24-12 (reported)	R0026849 (reported)
8	1	CR-1	3-tonne overhead bridge crane, single-girder, 48' span, c/w Vulcan 3-ton elec. chain hoist, & extrusion lift cradle	Munck		98-2685
9	1	CR-2	3-tonne overhead bridge crane, single-girder, c/w Vulcan 3-ton elec. chain hoist	Munck		002829
10	1	CV4R-1038	finished window vertical roller conveyor system			
11	1	D1-1019	multiple spindle drill	ARO / GY-Roll		4700-3
12	1	D2-1032	drill press	Rexon		
13	1	D3-1090	tall screen pin drill	Delta	Cat. # 11-960C	9423
14	1	DC-2	2.5 h.p. dust collector (1991)	Tooltex	SDC-2042	---4477

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
15	1	DC-3	3 h.p. dust collector	Cantek	UFO-102B	4005
16	1	DC-4	3 h.p. dust collector	Cantek	UFO-102B	4004
17	1	DC-5	3 h.p. dust collector	Cantek	UFO 102B	
18	1	DC-6	5 h.p. dust collector	Cantek	UFO 103B	13
19	1	DC-8	dust collector, single bag (new 1997)	King	KC-310-8C	709208
20	1	DC-9	dust collector, (new 2000)	King	KC-4043C	
21	1	DOOR-LINE	door tilt assembly line, (4) stations, (new ca. 2000)			
22	1	DRY-1082	refrigerated compressed air dryer, c/w Envirosave unit & 2 filters	Vanair	RAD-75, 115-1-60X	98PIA-VJ599-10A
23	1	N/A	air glide application table, approx. 84" x 84" (ca. 2007)	Edgetech I.G. Inc.	E-3000	0043
24	1	GW-1005	glass washer, 84" wide, 6-brush, c/w 4' x 8' caster table outfeed, (new ca. late 1970's)	Somaca	GW-8846-6 (reported)	45486 (reported)
	1	PUMP-DET	glass washer detergent pump	Graymills (reported)		
	1	PUMP-DET-1	glass washer pump	Graymills (reported)	TN36-F (reported)	
	1	PUMP-PRE-WASH	glass washer pre wash pump	Monarch (reported)	ACE-S75SD (reported)	1900 (reported)
	1	PUMP-RINSE	glass washer rinse pump			
	1	G-ETCH	glass etching machine	Matthews	Air Grit 7650	D2713-901
25	1		Complete insulating glass unit fabricating line, including the following:			
	1	IG-ASSY	insulating glass unit vertical assembly line, (new ca. 2000), including: 1st. station: type rack muntin dual servo, 1.6 x 3.6, ser. no. 1944 2nd. station: type automatic assembly, 1.6 x 3.0, ser. no. 1945 3rd. station: roller press 4th. station: type rack motorized, 1.6 x 3.6, ser. no. 1946	Willan Design Ltd.	"Superfast" I.G. Line	ref. no. AQ1900
	1	AGF-HS	high speed Argon fill station	FDR	RSGZ90	5199 (reported)
	1	GM-QUAD	automatic sealant applicator (new ca. 2000)	Spadix	Quad Seal	
	1	GM2	gunning machine, hot melt sealant application system, (new ca. 2000)	Graco	STE55 (Spadix)	000424 (Spadix)

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
25 cont	1	LINER STRIP-PER-1	roller liner stripper	Edgetech		LS2391
	1	SST1	Super Spacer table, 96" x 105"	Glassroll Fabrication		CP/7800 (reported)
	1	SSTA	automatic spacer applicator, (new ca. 2000) c/w: (1) 5' x 8' air infeed table (1) 5' x 8' 9-belt infeed conveyor, ser. no. D962 (1) 5' x 8' 9-belt outfeed conveyor, ser. no. D962	LaFond	BEAM	D962
	1	N/A	lot, various caster tables, & any related auxiliary equipment, electrics, & controls, etc.			
	1	TOST-1047	triple glaze spacer table	Arcor		
	1	LT-1027	propane forklift truck (in outside yard, out of service)	Clark	C500-S80 (reported)	685-0081-7419-K0F (reported)
26	1	LT-2	propane forklift truck, triple mast, side-shifter, pneum. tires	Nissan	PJ02A25PV	chassis # PJ02-9H7245
27	1	MI-1018	pull rail milling machine	Preston	6F600 (reported)	5051
28	1	N/A	2 h.p. dust collector	Toolex	SDC-2042	
29	1	M3	end milling machine (new ca. 2000)	Pro-Line	MM2	87211
30	1	MIG-2	MIG welder	Esab	Migmaster 250	MAIJ108012
31	1	MILL-ING-1	vertical milling machine	Long Chang	LC-1-1/2VS	76069234
32	1	OH-1054	1/4 ton overhead elec. hoist	Budgit	1151116	257523
33	1	P18	window line punch	Pro Line		
34	1	P19	door sweep punch	Pro Line		
35	1	P4-1004	sash drain hole and EOL drain punch	APB		6409 Frame 6414 Die
36	1	P7-1016	Regal trim punch	Arcor		die # 29
37	1	P8-1012	Marquis DH frame balance shoe knock-out	Alloy & Copp		8294
38	1	P9-1010	Roll / Mold weep punch	Alloy & Copp		
39	1	PAINT	paint booth, approx. 18' x 37' x 10' H., (new ca. 2003)	Supreme Air System	SAE27DN (reported)	030703 030711 (reported)
40	1	PAINT SHAK-ER-2	paint shaker	Broncorp	Cyclone M232	043737
41	1	PALLET TRUCK-1	pallet truck	Mahaffy	Pallet Wrangler 90	117881

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
43	1	N/A	lot, allowance for assorted contents of storage trailers, including:			
	1	PS-1053	wrapping machine	Muller	LP800	8030989
	1	PS-V	door wrapper	Muller	2201	A3800195
	1	N/A	lot, misc. racks, & equipment			
44	1	R12	door profile router, 5 kw. (new 1988)	Becz Machine	762	20703
45	1	R13	manual double template copy router (new ca. 2000)	Pro-Line	CR700	87210
46	1	R14	Valcor tilt latch router	Vega Automation	1617 EVS Bosch routers	
47	1	R16	door wood jamb router			
48	1	R21	pivot pin router			
49	1	R2-1021	multi-point lock router (new 1987)	Giovanini	COPY-S	6578
50	1	R3-1022	single-head copy router (new ca. mid 1980's)	Wegoma	AKF-226	2266703
51	1	R5-1024	twin-head auto router	AMTD	DR2/2	
52	1	R9	MDH pull rail milling machine		cat. # 5670 (reported)	608A4994501 20 (reported)
53	1	S1-1003	twin-head compound mitre saw (new 1988)	Elumattec	DG104	25401
54	1	S10-1063	vinyl grid milling machine/saw	AMTD	M300L	722
55	1	S12-1042	compound mitre saw	DeWalt	705-04 type 3	1786
56	1	S15-1060	door cutting panel saw (horiz/vert)	Safety Speed Cut	H-4	R-96
	1	S15-1060-SAW	circular saw, 2.5 h.p.	Milwaukee	6410	771A49524 0080
57	1	S19	metal cutting band saw	King	KC128-C	055489
58	1	S2-1002	2-head brick mould mitre saw	Emmegi	TRD450 LINEA	141479
59	1	S21	10" mitre saw	Delta	MS210	
60	1	S24	wood cutting table saw	Delta	36-944C	99K70763
61	1	S27	mitre saw	Pro-Line	CS25	87246
62	1	S28	14" steel cutting chop saw	DeWalt	D870-04	25116
63	1	S29	12" mitre saw	DeWalt	DW705	202774
64	1	S3-1244	mitre saw c/w roller conveyor, pneum. stop, & DRO	Elumattec	MG8-72	33424
65	1	S31	12" mitre saw	DeWalt	DW705	71683
66	1	S32	12" mitre saw	DeWalt	D704-04	1164
67	1	S33	12" mitre saw	DeWalt	DW705	202768
68	1	S38	table saw (new 2002)	General	50-250 M1	50681402
69	1	S39	10" compound mitre saw	Delta	36-240C	K0048
70	1	S4-1245	10" mitre saw, c/w 10' roller conveyor, length stop, & DRO	Delta	MS250	040652QC

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
71	1	S41	10" mitre saw	Delta	MS250	036353QC
72	1	S44	10" mitre saw	Delta	MS210	055658.Q
73	1	S47	10" compound mitre saw	Makita	LS1013	48043A
74	1	S48	10" mitre saw	Delta	MS210	T1-0156 26QC
75	1	S9-1062	aluminum spacer saw c/w (2) IGE notchers, (new 1992)	Wegoma	TS250	2502704
76	1	SAF-1	automatic feed saw, c/w E700 control, & (7) pairs of fixtures, etc., (new ca. 2000)	Pro-Line	AF220	87253
77	1	SCR1-1046	screen roller and table			
78	1	SCR2	screen roller and table			
79	1	S-RAD-1	radial arm saw c/w roller conveyor	Delta	33-990C	91L74755
80	1	S-RT	round top saw	Makita	LS1440	
81	1	W1-1001	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202605
82	1	W2-1249	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202604
83	1	W4-1247	twin-head welder (new ca. mid 1980's)	Wegoma	520L	
84	1	W5-1246	twin-head welder	AMTD	AMTD 2P	ARC 2PW
85	1	W7-1085	twin-head welder (new ca. 2000)	Pro-Line	Pro-Weld TH21	87400
86	1	W8	single-head multi-angle welder, (new 1984)	Urban	AKS 3605	10519
87	1	W9	twin-head welder (new ca. 1999)	Pro-Line	Pro-Weld TH21	87271
88	1	N/A	platform scale, 800 lb. cap.	Toledo		
89	35	N/A	(approx.), work-in-process carts @ \$25 ea.			
90	95	N/A	(approx.), extrusion racks on casters, 15' x 3' x 4' @ \$150 ea.			
91	1	N/A	mobile stock ladder			
92	6	N/A	L-racks @150 ea.			
93	1	N/A	2-tier glass rack, 5'			
94	1	N/A	mobile stock ladder			
95	21	N/A	(approx.), window carts on casters, 7' x 3' x 45" @ \$150 ea.			
96	2	N/A	A-frame racks on casters @ \$200 ea.			
97	2	N/A	misc. carts			
98	11		(approx.), window carts @ \$50 ea.			
99	2	N/A	bar code scanners @ \$300 ea.	Symbol	DMX-1-4208	
100	1	N/A	mezzanine, approx. 43' x 50' x 11'			
101	1	N/A	mezzanine, app. 21' x 34' x 11'			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
102	1	N/A	mobile stock ladder			
103	1	N/A	3-section storage rack			
104	2	N/A	cantilever racks, 4' x 4.5' x 8' @ \$300 ea.			
105	6	N/A	stacking racks, 52" x 5' @ \$50 ea.			
106	1	N/A	mobile stock ladder			
107	1	N/A	mezzanine, approx. 24' x 75' x 13'			
108	1	N/A	mezzanine, approx. 24' x 50' x 13'			
109	1	N/A	pallet truck	Wrangler	90	
110	1	N/A	mobile stock ladder			
111	20	N/A	bays of pallet racking			
112	2	N/A	pallet trucks @ \$150 ea.			
113	1	N/A	stock ladder			
114	6	N/A	bays of pallet racking			
115	1	N/A	stock ladder			
116	1	N/A	lot, 10 section of shelving, & assorted cabinets			
117	3	N/A	aluminum ladders			
118	13	N/A	(approx.), I.G. unit carts @ \$50 ea.			
119	10	N/A	(approx.), harp carts, 60-section @ \$200 ea.			
120	2	N/A	A-frame glass racks @ \$200 ea			
121	1	N/A	forklift attachment	Kleton		
122	1	N/A	12' glass lifting bar w/ straps			
123	2	N/A	dump hoppers @ \$250 ea.			
124	1	N/A	lot, allowance for misc. tools & equipment, carts, racks, work benches, office equipment, etc., (including in outside yard)			
125	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH44S	88919
126	1	N/A	CNC corner cleaner, 6-axis, & tilt latch routing machine (new 2009)	Pro-Line	Pro-Clean CNC600	89029
127	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH88S	88592

DESCRIPTION OF ASSETS

	Itemized Items
	Honda GX 200 Power Washer - s/n P.JG25018.58
	Air pressure tank - 200 psi
	Hydrovane 15hp compressor - s/n HV8250
	Kroser ASD25 air compressor - s/n 1006
	Westinghouse 600 volt power panel
	Milermatic Auto welder - s/n LC686585
	Maintenance hand tools
	JET 14MF Drill press - s/n 20134
	Metal cutting band saw - K1180 - w/n 83882
	Makita grinder - s/n 20841
	30 saw blades
	Lincolnelectric ED700010 continuous feed welder - s/n E04D667
	Strapping machine
	Strapping machine
	Shipping scanner
	Rotating crating table
	Stationary crating table
	Staple gun
	Low E detector
	Radial arm saw (Crating)
	Prep table with measuring stop
	Cardboard recycling trolley
	Screen centre - air assist
	Screen bar racks (2)
	Screen hardware rack (1)
	Manual screen assembly table
	Manual screen assembly table
	Aluminum disc
	Extended glazing racks with glazing platforms
	Extended glazing racks with glazing platforms
	Suction cups (5 sets)
	Patio door assembly table

	Patio door assembly table
	Scanning computer (Glazing) and computer scanning station
	Union Power Tools 3 1/2 HP 10" sliding saw - s/n 901514
	General Saw Model 460 saw with measured stop runoff table - s/n L818
	Rotating assembly table
	Craftsman hand sander
	Orbital literbug sander
	Makita router
	Hyster 88DXL28C fork lift - s/n D0945103224
	Air driven orbital sander
	Hand drill guns (8) @ \$40 each
	Large staple guns (4) @ \$60 each
	Medium staple gun
	Small staple gun
	Heavy duty clamps (4) @ \$25 each
	Liner shaping peg board
	Shaped line rack
	Delta R8110 drill press - s/n 147-080C
	Worham Star - s/n 2WQRDCXH11K96842
	Vinyl liner drill bits (4) @ \$100 each
	Fixed liner assembly table
	Delta 37-070C variable speed planer & stand - s/n 89918
	Vinyl jamb extension storage rack
	Dewalt radial arm saw with tiger stop runoff table - s/n 7920091
	Air saw dust collection system
	Wood jamb extension racks
	Metal reinforcing rack
	Vinyl storage and runoff rack
	Allen Bradley metal cutting saw
	Vinyl accessory saw with tiger runoff table
	T mullion punch
	Wagons P106 End mill - s/n H065N38
	Wagons AKF106 End mill - s/n 10620267
	T mullion prep station
	T mullion punch
	Vinyl storage racks

Procut AP222 - s/n 88161
Vinyl saw dust air recovery system
Allen Bradley vinyl saw dust air recover system
TY650 Mainframe double drill with measuring tape - s/n 49527
Punch station
Drain hole punch station
OXXO night lock punch station
Hand night lock punch station
Mainframe night lock punch station
OXXO end mill with vinyl saw dust recovery system
International 5 ton - s/n 1HT34MAAP/C3H589171
Wegoma KP220 router - s/n 0650
Elumeco router with aluminum legs & auto centering system - s/n 704462124
Elumeco 713 router - s/n 24956
Profile double cut saw with legs & manual stop runoff - s/n 88187
Wegoma SD25 vinyl saw - s/n 050052
Cutoff storage rack
Wegoma 620LV 2 point welder with 6 vinyl welding fixtures - s/n 5202975
Profile FH44 Proweld with integrated cleaner runoff table - s/n 88106
2 piece guard rail
T Multicon storage rack
Hand corner cleaner
Air hand drills (3)
Assembly tables (5)
Mainframe assembly storage racks (3)
Rotating assembly table (2)
Hand drill
Large air stapler
Stationary assembly tables (3)
Assembly storage racks (2)
Cassment each assembly station
Air drill
Tool cart
Inventory storage racks (4)

Glazing support racks (6)
Assembly table
Motor glazing stop saws (2)
Manual stop runoff tables (2)
Glazing stop storage racks (3)
12' rolling ladder
8' rolling ladder
Fixed sash assembly tables (3)
Sash storage racks (2)
Proline CNC30 Proclean CNC - s/n 8218
Proweld FH88 welder - s/n 87736
Urban corner cleaner - s/n 31082
Patio door glass rack
Acculite Bullet glass cutting table, support & cutter and misc. cutting tools
Water squeezer & electronic controls
Somica glass wash - s/n 47889
Roller tables (6) @ \$1000 each
Besten air applicator table for spacers
Stirling 5 ton - s/n 2FZAAR0511AJ40433
Grid top horizontal/vertical lift matching table
Besten spacer press & heater - s/n 4002204N2
Melita Muntin bar saw
Manual stop runoff table
3 Muntin punches punch station
Muntin racks (4)
Bending & shape muntin bar table
Stand alone muntin bender
Westward drill press - s/n RDM30A
Compound saw
Assembly tables (2)
Storage rack
12 manifold argon fill station
Heatbuster fan - SP4223
Hand truck
Sash glazing station
Glass storage bins (4) @ \$1,000 each
Strapping station
Home show display
2B' Comet - s/n 1CGV28214-HS034657

48' Mond - s/n 24N123169T1202301
53' Manac - s/n 2M5621463K1020660
WIP rack (8) @ \$200 each
Vinyl storage racks (3) @ \$1,000 each
Patio door racks (17)
Finished goods racks (42) @ \$500 each
Portland cage
Snow plow blade
Storage shed
Stationary glass display rack
Display racks (4)
Tables (5)
Chairs (21)
Locker units (6)
Refrigerator
Microwaves (3)
Air hoses & connectors
Swigle unloader
Wegome LV2 Special 2 Pt welder - s/n B69476
Western Star - s/n 2WKRDDXH01R088489
Special assembly table
Makita chop saw
Air drills (2)
Allen Bradley saw
Former
1451 Flexband - 966C
Finished goods carts (15)
A Frames (2)
Vinyl cut carts (33)
Screen carts (2)
Patio door carts (3)
Screen cut piece cart
Material handling cart
Glass A Frame
Material refuse bins (2)
Liner carts (4)
T Muffin carts (4)
Vinyl supply carts (8)
Sealed unit carts (13)
Sash carts (17)

Gleaming stop carts (21)
A Frame glass carts (12)
Cut glass carts (7)
Glass feed carts (4)
Patio door carts (3)
Service unit carts (3)
EDP Equipment
Decks (24)
Chairs (34)
Filing cabinets (38)
Credenzas (5)
Reception station
Display
Reception table
Boardroom table & 7 chairs

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: <u>NAP Windows & Doors Ltd.</u>					List prepared by: <u>Anubhav Agarwal, VP Finance</u>		FOR BUC USE ONLY	
Address: <u>2150 Enterprise Way, Kelowna, B.C. V1Y 6H7</u>							Branch: <u>Kelowna B.C.</u>	
Location of Assets: <input checked="" type="checkbox"/> as above; or _____					Company Officer's Signature _____		Investigating Officer _____	
Date: <u>November 10, 2009</u>								

ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	FOR ITEMS NOT YET PAID IN FULL, RECORD NAME OF CREDITOR
					MANUFACTURE	PURCHASE		
1	1	Pro-Fab Six Station Punch Die ✓	DIE#1		2008	2009	7,980	
2	1	Pro-Fab Four Station Punch Die ✓	DIE#2		2008	2009	7,680	
3	1	Pro-Fab Three Station Punch Die ✓	DIE#3-1LEFT		2008	2009	7,680	
4	1	Pro-Fab Three Station Punch Die ✓	DIE#3-2RIGHT		2008	2009	7,680	
5	1	Pro-Fab Four Station Punch Die ✓	DIE#4		2008	2009	7,680	
6	1	Pro-Fab ^{Four} Six Station Punch Die ✓	DIE#5		2008	2009	7,980	
7	1	Pro-Fab Six Station Punch Die ✓	DIE#6		2008	2009	7,980	
8	1	Pro-Fab Two Station Punch Die ✓	DIE#7		2008	2009	6,600	
9	1	Custom Drill Stand ✓	DRILLSTATION		2008	2009	3,540	
10	5	Sets of Cutting Fixtures ✓					22,100	
11	2	Sato Label Printer ✓					6,300	
12	4	Sets of Top Clamps ✓					4,160	
13	1	PC including Pro-Opt Optimization Software ✓					6,500	
14	8	Sets of Welding Fixtures ✓					32,110	
15	1	Set of Single Stack Gripper with Top Inserts ✓					6,240	
16	1	Set of Single Stack Cleaner Fixtures with Top Inserts ✓					6,240	
17	1	Set of Raised Scarfing Knives ✓					1,170	
18	2	Barcode Scanner ✓					3,900	
19	1	PC Including Touch Screen Monitor ✓					4,550	
20	1	Six Axis CNC Controlled Corner Cleaning Machine ✓	CNC-600				110,500	
	1	Set of Carbide Tipped Cutterstack ✓ <u>Good Will</u>					2,405	

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: <u>Arcor Windows & Doors Inc</u> Address: <u>55 Innovation Drive, Fiamborough, ON L9H 7L8</u> Location of Assets: <input checked="" type="checkbox"/> as above; or _____ Date: <u>November 10, 2009</u>				List prepared by <u>Anubhav Agarwal, VP Finance</u> _____ Company Officer's Signature				FOR SDC USE ONLY Branch: <u>STOBCOKE</u> <u>[Signature]</u> <u>[Signature]</u> Investigating Officer			
--	--	--	--	---	--	--	--	---	--	--	--

ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	FOR ITEMS NOT YET PAID IN FULL RECORD NAME OF CREDITOR
					UNIMPACT	PURCHASE		
1	5	Pro-Fab Four Station Punch Die	DIE#1,3-5,8		2008	2009	38,400	
2	4	Pro-Fab Six Station Punch Die	DIE#2,9-11		2008	2009	31,920	
3	1	Pro-Fab Seven Station Punch Die	DIE#6		2008	2009	7,980	
4	3	Pro-Fab Three Station Punch Die	DIE#7,12		2008	2009	23,040	
5	1	Pro-Fab Two Station Punch Die	DIE#13		2008	2009	6,600	
6	1	Custom Drill Stand	DRILLSTATION		2008	2009	3,540	
7	5	Four Station Punch Die	PRO-FAB		2008	2009	38,640	
8	1	Programmable Routing Machine	CNR-700		2008	2009	37,200	
9	1	Fixtures for Marquis casement awning			2008	2009	1,980	
10	1	6 Foot Centering Gauge with Flip Stop/Off Centre Stop			2008	2009	2,460	
11	2	Set of 5 Foot Support Conveyor			2008	2009	780	
12	1	Auto Feed Saw	AF-220		2008	2009	45,500	
13	1	PC incl touch screen, pro-optimization software			2008	2009	8,450	
14	2	Sato label printer			2008	2009	6,500	
15	10	Sets of various fixtures			2008	2009	69,160	
16	2	Quick Change Teflon System with Cartridge			2008	2009	13,000	
17	2	Barcode Scanner			2008	2009	6,500	
18	1	Two Head CNC Corner Cleaner	CNC-23		2008	2009	117,000	
19	1	Six Station Punch Die	PRO-FAB		2008	2009	8,060	
20	1	Digital Length Gauge			2008	2009	4,940	
21	1	Automatic Servo Controlled Self Positioning Gauge	PRO-STOP 10A		2008	2009	12,740	

[illegible]

SCHEDULE "C"

**LIST OF MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION
COLLATERAL EXCLUDED FROM THE RECEIVERSHIP**

Lease Agreement	Motor Vehicle Make and Model	Serial Number	Year
Lease Agreement (Closed-End) made between Star One Motors Inc. and Aluminart Products Limited dated November 3, 2020, and assigned to Mercedes-Benz Financial Services Canada Corporation	Mercedes-Benz GLE53 4MATIC + SUV	4JGFB6BE2MA271038	2021
Lease Agreement (Closed-End) made between Star One Motors Inc. and Aluminart Products Limited dated December 22, 2020, and assigned to Mercedes-Benz Financial Services Canada Corporation	Mercedes-Benz C300 4MATIC SEDAN	55SWF8EBXLU331366	2020
Lease Agreement (Closed-End) made between Star One Motors Inc. and Aluminart Products Limited dated November 21, 2019, and assigned to Mercedes-Benz Financial Services Canada Corporation	Mercedes-Benz A220 4MATIC SEDAN	WDD3G4FB1KW006923	2019

B E T W E E N

ROYAL BANK OF CANADA
Applicant

-and-

ALUMINART PRODUCTS LIMITED, et al.
Respondents
Court File No. CV-21-00657729-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Rachel Moses (LSO# 42081V)
E-Mail: rmoses@mindengross.com
Tel: 416-369-4115

Lawyers for the Applicant

(File No. 4113902)

This is **Exhibit “P”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021



*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Laura-Marie Paynter

From: Ian Klaiman <IKlaiman@lzwlaw.com> on behalf of Ian Klaiman
Sent: March 29, 2021 3:18 PM
To: Shenton Sakinofsky LLP
Cc: Cathy Clyde; Allan Lipman; Laura-Marie Paynter
Subject: RE: FW: BDC re Loan to Aluminart Our file 68124

Importance: High

Paul,

We understand that your clients have removed BDC's secured equipment from the 1 Summerlea Road, Brampton and 400-725 Granville Street Vancouver premises.

We need immediate confirmation of the location of BDC's secured equipment, confirmation that it is tagged and secured, and access for our appraiser.

Your clients have no colour of right to remove or deal with BDC's security. If we do not have confirmation as above today, I expect our instructions will be to immediately commence proceedings for possession of the secured equipment, which will include a personal claim against the principles of the debtors for conversion. We hope this can be avoided.

Ian Klaiman | B.A. (Hons), LL.B.

D. 416 789 0658

T. 416 789 0652

F. 416 789 9015

iklaiman@lzwlaw.com



Lipman, Zener & Waxman PC
 Barristers & Solicitors
 100 Sheppard Ave East, Suite 850
 Toronto ON, M2N 6N5
lzwlaw.com

***WE HAVE MOVED!!!! Please refer to my signature for my updated contact information.**

This message and any attachments are intended only for the addressee(s) and may contain privileged or confidential information. Any unauthorized disclosure is strictly prohibited. If you have received this message in error, please notify us immediately so that we may correct our internal records. Please then permanently delete the original message and any attachments and destroy any copies. Thank you.

From: Shenton Sakinofsky LLP <ssllp.ca@gmail.com>
Sent: March 26, 2021 2:55 PM
To: Ian Klaiman <IKlaiman@lzwlaw.com>
Cc: Cathy Clyde <ccl Clyde@lzwlaw.com>; Allan Lipman <alipman@lzwlaw.com>
Subject: Re: FW: BDC re Loan to Aluminart Our file 68124

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ian,

I already can read the writing on the wall. I think it unlikely we will obtain any adjournment.

If an adjournment is obtained, then I think that Aluminart et al. would like to be able to deal with BDC and extend the timing of its enforcement as well. I understand that arrangements have already been made to allow access for the purposes of appraisal of the assets.

I will speak to my clients and see what they say.

Paul.

On Fri, 26 Mar 2021 at 14:24, Ian Klaiman <IKlaiman@lzwlaw.com> wrote:

Hi Paul – I got your email wrong. Please see below and attached.

IK

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Sent: March 26, 2021 2:21 PM

To: Cathy Clyde <cclyde@lzwlaw.com>; ssllp@gmail.com

Cc: Allan Lipman <alipman@lzwlaw.com>; Angus.HUTCHINSON@bdc.ca; Margaret.BERNAT@bdc.ca

Subject: RE: BDC re Loan to Aluminart Our file 68124

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Regards,

Ian Klaiman | B.A. (Hons), LL.B.

D. 416 789 0658

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From: Cathy Clyde <cclyde@lzwlaw.com>

Sent: March 26, 2021 12:55 PM

To: ssllp@gmail.com

Cc: Allan Lipman <alipman@lzwlaw.com>; Angus.HUTCHINSON@bdc.ca; Margaret.BERNAT@bdc.ca; Ian Klaiman <IKlaiman@lzwlaw.com>

Subject: BDC re Loan to Aluminart Our file 68124

Dear Mr. Shenton,

Please see the attached from Allan Lipman.

Sincerely,

Cathy Clyde

Legal Assistant

T. 416 789 0652 x309

F. 416 789 9015

cclyde@lzwlaw.com



Lipman, Zener & Waxman PC

Barristers & Solicitors

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***** PLEASE NOTE -** I am currently working remotely. Please send all documents electronically to avoid delays in reviewing same. If it is impractical for you to send your documents by email, I will call you to discuss a way to get them to me. Thank you for your understanding.

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4950 Yonge Street
Suite 2200
Toronto, Ontario
M2N 6K1

Tel: 647-725-2530
Fax: 647-725-2531

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This is **Exhibit “Q”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021



*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Laura-Marie Paynter

From: Shenton Sakinofsky LLP <ssllp.ca@gmail.com> on behalf of Shenton Sakinofsky LLP
Sent: March 30, 2021 12:44 PM
To: Ian Klaiman
Cc: Cathy Clyde; Allan Lipman; Laura-Marie Paynter
Subject: Re: FW: BDC re Loan to Aluminart Our file 68124
Attachments: DOC033021-03302021120719.pdf

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Ian,

I have just received the Sales Agreement for all of the equipment. It is dated March 19, 2021, which admittedly is eleven days ago. It appears that the purchaser is located at 100 Bass Pro Mills, although no unit number. I did a corporate search which shows it located at unit 32:
https://www.ic.gc.ca/app/scr/cc/CorporationsCanada/fdrlCrpDtIs.html?corpId=12794799&V_TOKEN=null&crpNm=&crpNmbr=12794799&bsNmbr=. It also gives the names of the directors. A Google map search does not help me narrow that down any more: https://www.google.com/maps/@43.8217516,-79.5341269,3a,47.6y,289.12h,85.82t/data=!3m7!1e1!3m5!1s_53jUeSJNoRJZ_yuMSoSw!2e0!6shhttps:%2F%2Fstreetviewpixels-pa.googleapis.com%2Fv1%2Fthumbnail%3Fpanoid%3D_53jUeSJNoRJZ_yuMSoSw%26cb_client%3Dmaps_sv.tactile.gps%26w%3D203%26h%3D100%26yaw%3D175.3356%26pitch%3D0%26thumbfov%3D100!7i16384!8i8192. I presume that the equipment is located there, but I have no confirmation of that. I have no additional information about the purchaser other than I am told it is arm's length. I am doing all I can to cooperate.

As previously, please do phone me at 647-464-2063 if there is anything further we can discuss. I fully understand your client's position. Nevertheless, I really do not want this to become a mess.

Paul.

On Mon, 29 Mar 2021 at 15:18, Ian Klaiman <IKlaiman@lzwlaw.com> wrote:

Paul,

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Lipman, Zener & Waxman PC

Barristers & Solicitors

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From: Shenton Sakinofsky LLP <ssllp.ca@gmail.com>

Sent: March 26, 2021 2:55 PM

To: Ian Klaiman <IKlaiman@lzwlaw.com>

Cc: Cathy Clyde <cclyde@lzwlaw.com>; Allan Lipman <alipman@lzwlaw.com>

Subject: Re: FW: BDC re Loan to Aluminart Our file 68124

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Subject: RE: BDC re Loan to Aluminart Our file 68124

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Subject: BDC re Loan to Aluminart Our file 68124

Dear Mr. Shenton,

Please see the attached from Allan Lipman.

Sincerely,

Cathy Clyde

Legal Assistant

T. 416 789 0652 x309

F. 416 789 9015

ccllyde@lzwlaw.com**Lipman, Zener & Waxman PC**

Barristers & Solicitors

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This is **Exhibit “R”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'G. Bernat', with a horizontal line extending to the right.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Sales Agreement

THIS SALES AGREEMENT (the "Agreement") dated this 19th day of March, 2021

BETWEEN:

ALUMINART of 1 SUMMERLEA RD., BRAMPTON, ON L6T 4V2
(the "Seller")

OF THE FIRST PART

- AND -

12794799 CANADA INC. of 100 Bass Pro Mills Rd., Concord, ON L4K 5X1
(the "Buyer")

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Sales Agreement the parties to this Agreement agree as follows:

Sale of Goods

1. The Seller will sell, transfer and deliver to the Buyer the following goods on or before April 6, 2021 (the "Goods"):
- VARIOUS EQUIPMENT, OUTLINED IN THE ATTACHED LIST

Purchase Price

2. The Buyer will accept the Goods and pay for the Goods with the sum of \$559,999.75 (CAD) (the "Purchase Price"), paid as follows:
 - a. non-refundable deposit of \$5,000.00 on March 19, 2021; and
 - b. the remainder of the Purchase Price by bank draft as required in clause 5 of this Agreement.

3. The Seller and the Buyer both acknowledge the sufficiency of this consideration. In addition to the Purchase Price specified in this Agreement, the amount of any present or future use, excise, or similar tax applicable to the sale of the Goods will be paid by the Buyer, or alternatively, the Buyer will provide the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.
4. The Purchase Price is inclusive of sales tax, and is payable by the Buyer unless the Buyer provides the Seller with a tax exemption certificate acceptable to the applicable taxing authorities, in which case the amount of sales tax will be subtracted from the Purchase Price payable by the Buyer.

Payment

5. Except as otherwise provided in this Agreement, the deposit is not refunded to the Buyer if this transaction is not completed. Payment for the Goods will be made to the Seller when the Buyer is notified that the Goods have been delivered by the Seller to a carrier for shipment to the Buyer or, in the alternative, when any document of title or registrable bill of sale, bearing any necessary endorsement, is tendered to the Buyer.

Delivery of Goods

6. The Goods will be deemed received by the Buyer when delivered to the Buyer at 100 Bass Pro Mills Rd., Concord, ON L4K 5X1. The method of shipment will be within the discretion of the Buyer. However, the Seller will only be responsible for the lesser of truck freight or rail freight to the Buyer.

Risk of Loss

7. The risk of loss from any casualty to the Goods, regardless of the cause, will be on the Seller until the Goods have been received by the Buyer. The Buyer will provide, at its expense, insurance on the Goods insuring the Seller's and the Buyer's interest as they appear, until payment in full to the Seller.

Warranties

8. THE GOODS ARE SOLD 'AS IS' AND THE SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Seller does not assume, or authorize any other person to assume on the behalf of the Seller, any liability in connection with the sale of the Goods. The Seller's above disclaimer of warranties does not, in any way, affect the terms of any applicable

warranties from the manufacturer of the Goods.

9. The Buyer has been given the opportunity to inspect the Goods or to have it inspected and the Buyer has accepted the Goods in its existing condition. Further, the Seller disclaims any warranty as to the condition of the Goods.

Title

10. Title to the Goods will remain with the Seller until delivery and actual receipt of the Goods by the Buyer or, in the alternative, the Seller delivers a document of title or registrable bill of sale of the Goods, bearing any necessary endorsement, to the Buyer.

Security Interest

11. The Seller retains a security interest in the Goods until paid in full.

Inspection

12. Inspection will be made by the Buyer at the time and place of delivery.
13. Any refund will not include costs of delivery or instalation/de-instalation. Those costs will be borne by the Buyer.

Claims

14. The Buyer's failure to give notice of any claim within 10 days from the date of delivery will constitute an unqualified acceptance of the Goods and a waiver by the Buyer of all claims with respect to the Goods.

Excuse for Delay or Failure to Perform

15. The Seller will not be liable in any way for any delay, non-delivery or default in shipment due to labour disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the Seller or its suppliers. If the Seller, in its sole judgment, will be prevented directly or indirectly, on account of any cause beyond its control, from delivering the Goods at the time specified or within one month after the date of this Agreement, then the Seller will have the right to terminate this Agreement by notice in writing to the Buyer, which notice will be accompanied by full refund of all sums paid by the Buyer pursuant to this Agreement.

Remedies

16. The Buyer's exclusive remedy and the Seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the Purchase Price of the particular delivery with respect to which losses or damages are claimed, plus any transportation charges actually paid by the Buyer.

Cancellation

17. The Seller reserves the right to cancel this Agreement:
- a. if the Buyer fails to pay for any shipment when due;
 - b. in the event of the Buyer's insolvency or bankruptcy; or
 - c. if the Seller deems that its prospect of payment is impaired.

Notices

18. Any notice to be given or document to be delivered to either the Seller or Buyer pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally, or on the third (3rd) consecutive business day next following the date of mailing if sent by prepaid registered mail:

SELLER:

- ALUMINART of 1 SUMMERLEA RD., BRAMPTON, ON L6T 4V2

BUYER:

- 12794799 CANADA INC. of 100 Bass Pro Mills Rd., Concord, ON L4K 5X1

Mediation and Arbitration

19. If any dispute relating to this Agreement between the Seller and the Buyer is not resolved through informal discussion within 14 days from the date a dispute arises, the parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the parties. Any mediator or arbitrator must be a neutral party acceptable to both the Seller and the Buyer. The cost of any mediations or arbitration will be shared equally by the parties.


General Provisions

20. Headings are inserted for convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
21. All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.
22. The Buyer may not assign its right or delegate its performance under this Agreement without the prior written consent of the Seller, and any attempted assignment or delegation without such consent will be void. An assignment would change the duty imposed by this Agreement, would increase the burden or risk involved and would impair the chance of obtaining performance or payment.
23. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement.
24. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the Seller and the Buyer hereby attorn to the jurisdiction of the Courts of the Province of Ontario.
25. If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.
26. This Agreement will inure to the benefit of and be binding upon the Seller and the Buyer and their respective successors and assigns.
27. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
28. Time is of the essence in this Agreement.
29. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Buyer acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the Goods, but has relied upon its own inspection and investigation of the subject matter.

IN WITNESS WHEREOF the parties have executed this Sales Agreement on this 19th day of March, 2021.



(Witness)

ALUMINART (Seller)

(Witness)

12794799 CANADA INC. (Buyer)

This is **Exhibit “S”** referred to in the
Affidavit of **MARGARET BERNAT**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'G. Klaiman', with a horizontal line extending to the right.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

Laura-Marie Paynter

From: Shenton Sakinofsky LLP <sslip.ca@gmail.com> on behalf of Shenton Sakinofsky LLP
Sent: March 30, 2021 6:22 PM
To: Ian Klaiman
Cc: Cathy Clyde; Allan Lipman; Laura-Marie Paynter
Subject: Re: FW: BDC re Loan to Aluminart Our file 68124

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ian,

Please confirm that upon being granted access and conducting the inspection of the equipment tomorrow, on Wednesday March 31, 2021, as previously arranged, that you will grant until April 5, 2021 to Aluminart Products Limited, Arcor Windows & Doors Inc. and N.A.P. Windows & Doors Ltd. in order to pay off the amount in full as per the Notice of Enforcement. They have a buyer and they want to be able to close on April 5, 2021.

I am not sure how they will actually be able to do a closing without BDC's cooperation, particularly as it will require the release of the PPSA liens, as you pointed out to me. But, if BDC gets to inspect and gets paid off in 6 days, I am still hoping this does not need any further litigation.

Paul.

On Tue, 30 Mar 2021 at 12:44, Shenton Sakinofsky LLP <sslip.ca@gmail.com> wrote:

Ian,

I have just received the Sales Agreement for all of the equipment. It is dated March 19, 2021, which admittedly is eleven days ago. It appears that the purchaser is located at 100 Bass Pro Mills, although no unit number. I did a corporate search which shows it located at unit 32:

https://www.ic.gc.ca/app/scr/cc/CorporationsCanada/fdrlCrpDtIs.html?corpId=12794799&V_TOKEN=null&crpNm=&crpNmbr=12794799&bsNmbr= It also gives the names of the directors. A Google map search does not help me narrow that down any more: https://www.google.com/maps/@43.8217516,-79.5341269,3a,47.6y,289.12h,85.82t/data=!3m7!1e1!3m5!1s_53jUeSJNoRJZ_yuMSoSw!2e0!6shttps:%2F%2Fstreetviewpixels-pa.googleapis.com%2Fv1%2Fthumbnail%3Fpanoid%3D_53jUeSJNoRJZ_yuMSoSw%26cb_client%3Dmaps_sv.tactile.gps%26w%3D203%26h%3D100%26yaw%3D175.3356%26pitch%3D0%26thumbfov%3D100!7i16384!8i8192. I presume that the equipment is located there, but I have no confirmation of that. I have no additional information about the purchaser other than I am told it is arm's length. I am doing all I can to cooperate.

As previously, please do phone me at 647-464-2063 if there is anything further we can discuss. I fully understand your client's position. Nevertheless, I really do not want this to become a mess.

Paul.

On Mon, 29 Mar 2021 at 15:18, Ian Klaiman <IKlaiman@lzwlaw.com> wrote:

Paul,

We understand that your clients have removed BDC's secured equipment from the 1 Summerlea Road, Brampton and 400-725 Granville Street Vancouver premises.

We need immediate confirmation of the location of BDC's secured equipment, confirmation that it is tagged and secured, and access for our appraiser.

Your clients have no colour of right to remove or deal with BDC's security. If we do not have confirmation as above today, I expect our instructions will be to immediately commence proceedings for possession of the secured equipment, which will include a personal claim against the principles of the debtors for conversion. We hope this can be avoided.

Ian Klaiman | B.A. (Hons), LL.B.

D. 416 789 0658

T. 416 789 0652

F. 416 789 9015

iklaiman@lzwlaw.com



Lipman, Zener & Waxman PC

Barristers & Solicitors

100 Sheppard Ave East, Suite 850

Toronto ON, M2N 6N5

lzwlaw.com

***WE HAVE MOVED!!!! Please refer to my signature for my updated contact information.**

This message and any attachments are intended only for the addressee(s) and may contain privileged or confidential information. Any unauthorized disclosure is strictly prohibited. If you have received this message in error, please notify us immediately so that we may correct our internal records. Please then permanently delete the original message and any attachments and destroy any copies. Thank you.

From: Shenton Sakinofsky LLP <ssllp.ca@gmail.com>
Sent: March 26, 2021 2:55 PM
To: Ian Klaiman <IKlaiman@lzwlaw.com>
Cc: Cathy Clyde <cclyde@lzwlaw.com>; Allan Lipman <alipman@lzwlaw.com>
Subject: Re: FW: BDC re Loan to Aluminart Our file 68124

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ian,

I already can read the writing on the wall. I think it unlikely we will obtain any adjournment.

If an adjournment is obtained, then I think that Aluminart et al. would like to be able to deal with BDC and extend the timing of its enforcement as well. I understand that arrangements have already been made to allow access for the purposes of appraisal of the assets.

I will speak to my clients and see what they say.

Paul.

On Fri, 26 Mar 2021 at 14:24, Ian Klaiman <IKlaiman@lzwlaw.com> wrote:

Hi Paul – I got your email wrong. Please see below and attached.

IK

From: Ian Klaiman
Sent: March 26, 2021 2:21 PM
To: Cathy Clyde <cclyde@lzwlaw.com>; ssllp@gmail.com
Cc: Allan Lipman <alipman@lzwlaw.com>; Angus.HUTCHINSON@bdc.ca; Margaret.BERNAT@bdc.ca
Subject: RE: BDC re Loan to Aluminart Our file 68124

Hi Paul – I am handling the litigation in this matter. Further to Allan's letter below, please see attached order we would seek in the event the receivership application is adjourned on Monday. Please confirm that, if there is ultimately an adjournment, your clients will consent to an order being issued substantially in the form of the attached. Assuming that your clients intend on co-operating and providing BDC with access to the premises, as indicated, we hope this should be in order.

Regards,

Ian Klaiman | B.A. (Hons), LL.B.

D. 416 789 0658

T. 416 789 0652

F. 416 789 9015

iklaiman@lzwlaw.com



Lipman, Zener & Waxman PC

Barristers & Solicitors

100 Sheppard Ave East, Suite 850

Toronto ON, M2N 6N5

lzwlaw.com

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From: Cathy Clyde <cclyde@lzwlaw.com>

Sent: March 26, 2021 12:55 PM

To: ssllp@gmail.com

Cc: Allan Lipman <alipman@lzwlaw.com>; Angus.HUTCHINSON@bdc.ca; Margaret.BERNAT@bdc.ca; Ian Klaiman <IKlaiman@lzwlaw.com>

Subject: BDC re Loan to Aluminart Our file 68124

Dear Mr. Shenton,

Please see the attached from Allan Lipman.

Sincerely,

Cathy Clyde

Legal Assistant

T. 416 789 0652 x309

F. 416 789 9015

cclzde@lzwlaw.com



Lipman, Zener & Waxman PC

Barristers & Solicitors

100 Sheppard Avenue East, Suite 850

Toronto ON, M2N 6N5

lzwlaw.com

***** PLEASE NOTE** - I am currently working remotely. Please send all documents electronically to avoid delays in reviewing same. If it is impractical for you to send your documents by email, I will call you to discuss a way to get them to me. Thank you for your understanding.

This message and any attachments are intended only for the addressee(s) and may contain privileged or confidential information. Any unauthorized disclosure is strictly prohibited. If you have received this message in error, please notify us immediately so that we may correct our internal records. Please then permanently delete the original message and any attachments and destroy any copies. Thank you.

--



4950 Yonge Street
Suite 2200
Toronto, Ontario
M2N 6K1

Tel: 647-725-2530
Fax: 647-725-2531

This communication is intended for use by the individual(s) to whom it is specifically addressed and should not be read by, or delivered to, any other person. Such communication may contain privileged or confidential information. If you have received this communication in error, please notify Shenton Sakinofsky LLP and permanently delete the communication. Thank you for your cooperation.

--



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BUSINESS DEVELOPMENT BANK OF CANADA
Applicant

-and-

ALUMINART PRODUCTS LIMITED, et al.
Respondents

Court File No. CV-21-00659822-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at
TORONTO

**AFFIDAVIT OF
MARGARET BERNAT**

LIPMAN, ZENER & WAXMAN PC
Barristers and Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5

Ian Klaiman
Law Society No. 58955G

Direct: 416-789-0658
Fax: 416-789-9015
Email: iklaiman@lzwlaw.com

Lawyers for the Applicant, Business
Development Bank of Canada

Court File No. CV-21-00659822-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

ALUMINART PRODUCTS LIMITED, ARCOR WINDOWS &
DOORS INC., N.A.P. WINDOWS & DOORS LTD., SALVATORE CACCAMO, JOSEPH
CACCAMO, COSIMO CACCAMO, LINTON PYNN
and 12794799 CANADA INC.

Respondents

AFFIDAVIT OF TERRANCE JACOBS

I, **TERRANCE JACOBS**, of the City of Vaughan, in the Province of Ontario, MAKE
OATH AND SAYS AS FOLLOWS:

1. I am the CEO of TCL Asset Group Inc. (“**TCL**”), and a Certified Appraiser of the Association of Machinery and Equipment Appraisers and is a Candidate of the American Society of Appraisers. As such, I have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge, I have indicated my source of information and do verily believe such information to be true.
2. TCL is an asset management and advisory firm. It deals in machinery and equipment appraisals, auctions, liquidations, and private negotiated sales.
3. On about March 22, 2021, Business Development Bank of Canada engaged TCL to inspect and appraise certain listed secured equipment of Aluminart Products Limited, Arcor Windows & Doors Inc., and N.A.P. Windows & Doors Ltd. (collectively the “**Debtors**”) located

their business premises at 1 Summerlea Road, Brampton, Ontario (the “**Ontario Premises**”) and in Kelowna, British Columbia (the “**BC Premises**”).

4. On March 24, 2021, I received an email from Joseph Caccamo (“**Joe**”) advising that, due to COVID-19, TCL could have access anytime after Tuesday March 30, 2021. A copy of that email is attached as **Exhibit “A”**.

5. By email on March 25, 2021, a copy of which is attached as **Exhibit “B”**, I asked Joe to confirm an inspection in the Ontario Premises for April 1, at 9:00 a.m., and when TCL could have access to the BC Premises. I spoke to Joe shortly after, and he advised me that he would call me back that evening to confirm.

6. By follow up email on March 25, 2021, at 8:50 p.m., a copy of which is attached as **Exhibit “C”**, I stated:

Joe, you promised me a call back at end of day today regarding our inspection of the Brampton plant for Wednesday at 9 am and about setting up an inspection for the Kelowna plant.


I still have not heard from you.

Tomorrow is Friday and I need to organize my team for next week.

7. Joe responded by email on March 26, 2021, a copy of which is attached as **Exhibit “D”**, that Wednesday was fine for the Ontario Premises, and he would respond that afternoon about the BC Premises. I responded, by email, a copy of which is attached as **Exhibit “E”**, that TCL would be onsite Wednesday at 9:00 a.m. and, once again, asked Joe to confirm we would have access to the BC Premises, and a contact person, so we could make arrangements. I have not spoken to Joe since.

8. I swear this affidavit in support of this motion, and for no other or improper purpose

SWORN before me by video conference
 from the City of Toronto in the
 Municipality of Metropolitan Toronto, to
 the City of Toronto in the Municipality of
 Metropolitan Toronto, in the Province of
 Ontario on this 31st day of March, 2021

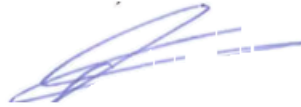


A Commissioner for Taking Affidavits

*Virtually commissioned by I. Klaiman, LSO #58955G, as
 per LSO corporate statement re COVID-19

TERRANCE JACOBS

This is **Exhibit “A”** referred to in the
Affidavit of **TERRANCE JACOBS**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'T. Jacobs', is written over a horizontal dashed line.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

From: Joe <j_caccamo@aluminart.com>
Sent: March 24, 2021 5:17 PM
To: Terrance Jacobs <tjacobs@managingyourassets.com>
Subject: RE: Site visit

Hello Terrance,

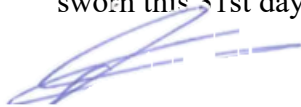
Due to Covid, you can have access anytime after Tuesday March 30th, 2021.

Please acknowledge receipt of this e-mail.

Please direct all e-mail to me and not my brother Cosimo.

Regards,
Joseph Caccamo
AluminArt Products Limited

This is **Exhibit “B”** referred to in the
Affidavit of **TERRANCE JACOBS**
sworn this 31st day of March, 2021



*Commissioner for Taking Affidavits (or as may be)**

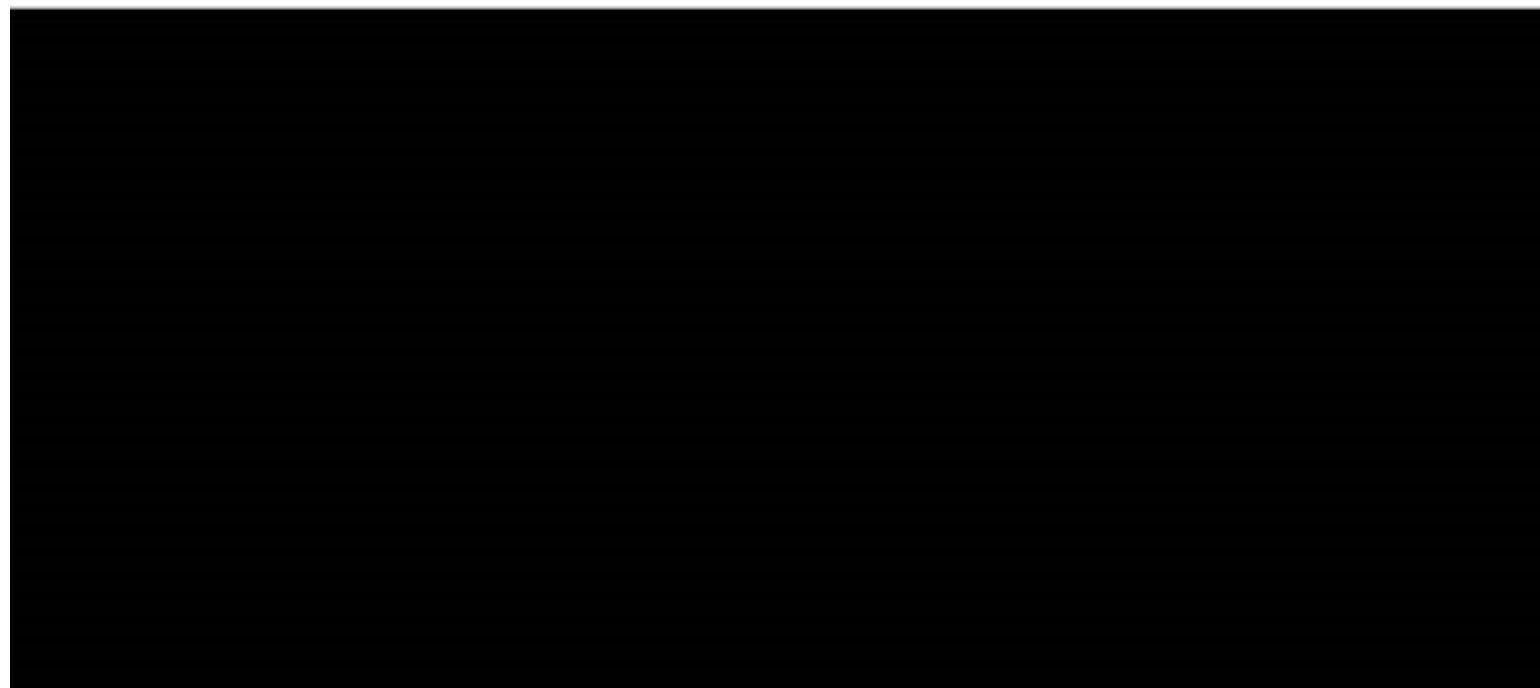
**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

From: Terrance Jacobs <tjacobs@managingyourassets.com>
Sent: Thursday, March 25, 2021, 12:33 p.m.
To: Joe
Cc: Terrance Jacobs; Mike McIntosh
Subject: RE: Equipment Listing

Joe, can we confirm an inspection for Brampton for April 1 at 9 am?
Also, when can we get into the Kelowna BC site?

Thanks.

Terrance Jacobs, CEO



TCL Asset Group Inc - Celebrating 62 years in Business

56 Pennsylvania Avenue, Unit 13 | Concord | Ontario | Canada

Phone +1-905-660-1367

Mobile +1-416-543-7373

tjacobs@managingyourassets.com | www.tclassetgroup.com

From: Joe <j_caccamo@aluminart.com>
Sent: March 24, 2021 5:19 PM
To: Terrance Jacobs <tjacobs@managingyourassets.com>
Subject: Equipment Listing

Hi Terrance,

Attached you will find our equipment listing.

Pages 2-21 AluminArt and Arcor in Brampton
Pages 22-25 NAP in Kelowna

Let me know if you have any questions.

Regards,
Joseph Caccamo

This is **Exhibit “C”** referred to in the
Affidavit of **TERRANCE JACOBS**
sworn this 31st day of March, 2021



*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

From: Terrance Jacobs [<mailto:tjacobs@managingyourassets.com>]
Sent: Thursday, March 25, 2021 8:50 PM
To: Joe
Cc: Mike McIntosh; Terrance Jacobs
Subject: Access for site visits

Joe, you promised me a call back at end of day today regarding our inspection of the Brampton plant for Wednesday at 9 am and about setting up an inspection for the Kelowna plant.

I still have not heard from you.

Tomorrow is Friday and I need to organize my team for next week.

I will be contacting the bank in the morning to discuss alternative arrangements.

If you would like to chat further, please contact me on my cell which I gave you on Tuesday.

Thank you and have a nice evening.

Terrance Jacobs, CEO
TCL Asset Group Inc.

Mobile: 416-543-7373

Email: tjacobs@managingyourassets.com

From: Terrance Jacobs <tjacobs@managingyourassets.com>

Sent: Thursday, March 25, 2021, 12:33 p.m.

To: Joe

Cc: Terrance Jacobs; Mike McIntosh

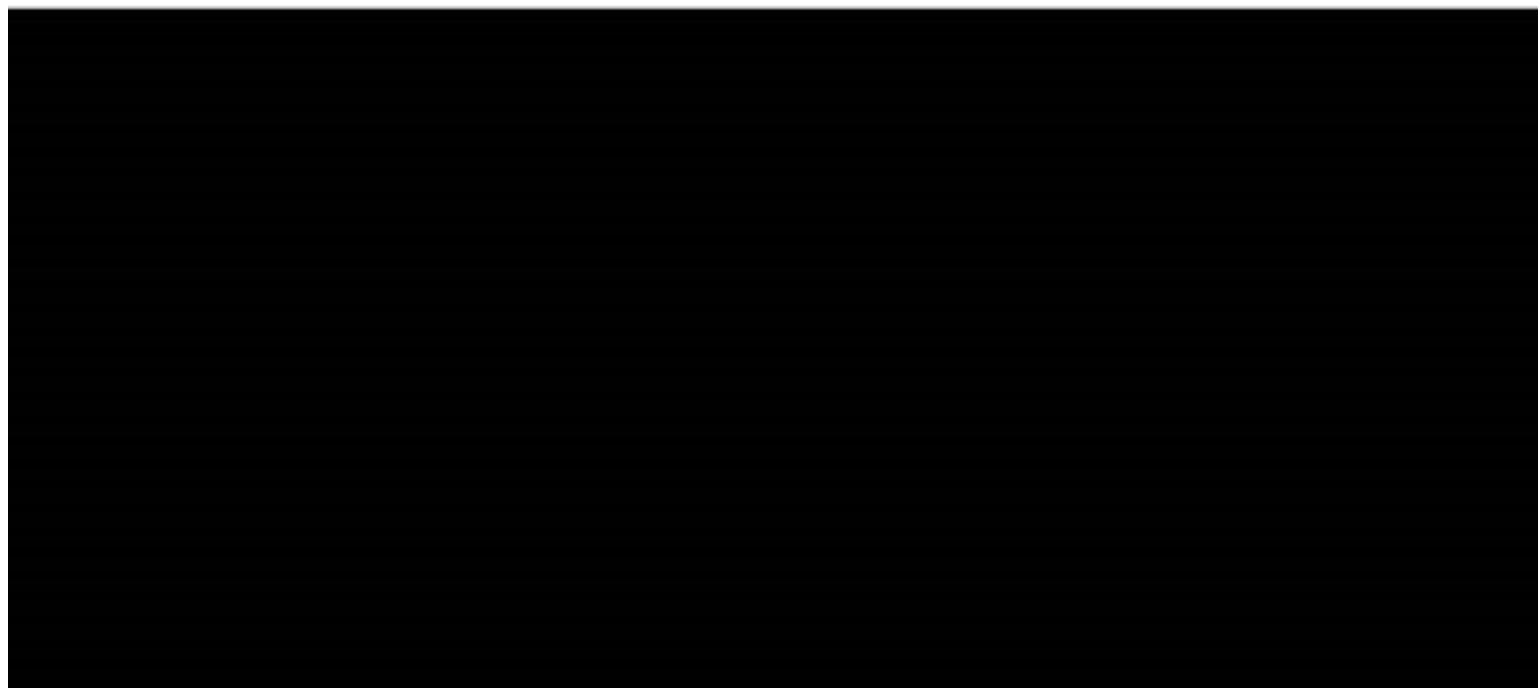
Subject: RE: Equipment Listing

Joe, can we confirm an inspection for Brampton for April 1 at 9 am?

Also, when can we get into the Kelowna BC site?

Thanks.

Terrance Jacobs, CEO



TCL Asset Group Inc - Celebrating 62 years in Business

56 Pennsylvania Avenue, Unit 13 | Concord | Ontario | Canada

Phone +1-905-660-1367

Mobile +1-416-543-7373

tjacobs@managingyourassets.com | www.tclassetgroup.com

From: Joe <j_caccamo@aluminart.com>
Sent: March 24, 2021 5:19 PM
To: Terrance Jacobs <tjacobs@managingyourassets.com>
Subject: Equipment Listing

Hi Terrance,

Attached you will find our equipment listing.

Pages 2-21 AluminArt and Arcor in Brampton
Pages 22-25 NAP in Kelowna

Let me know if you have any questions.

Regards,
Joseph Caccamo

This is **Exhibit “D”** referred to in the
Affidavit of **TERRANCE JACOBS**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'T. Jacobs', is written over a series of horizontal dashed lines.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

From: Joe <j_caccamo@aluminart.com>
Sent: March 26, 2021 1:58 AM
To: Terrance Jacobs <tjacobs@managingyourassets.com>
Cc: 'Mike McIntosh' <MMcIntosh@maynards.com>
Subject: RE: Access for site visits

Hi Terrance,
Wednesday morning is fine for Brampton plant. I will advise Friday afternoon for the Kelowna plant.
Regards,
Joseph Caccamo

From: Terrance Jacobs [<mailto:tjacobs@managingyourassets.com>]
Sent: Thursday, March 25, 2021 8:50 PM
To: Joe
Cc: Mike McIntosh; Terrance Jacobs
Subject: Access for site visits

Joe, you promised me a call back at end of day today regarding our inspection of the Brampton plant for Wednesday at 9 am and about setting up an inspection for the Kelowna plant.

I still have not heard from you.

Tomorrow is Friday and I need to organize my team for next week.

I will be contacting the bank in the morning to discuss alternative arrangements.

If you would like to chat further, please contact me on my cell which I gave you on Tuesday.

Thank you and have a nice evening.

Terrance Jacobs, CEO
TCL Asset Group Inc.

Mobile: 416-543-7373

Email: tjacobs@managingyourassets.com

From: Terrance Jacobs <tjacobs@managingyourassets.com>

Sent: Thursday, March 25, 2021, 12:33 p.m.

To: Joe

Cc: Terrance Jacobs; Mike McIntosh

Subject: RE: Equipment Listing

Joe, can we confirm an inspection for Brampton for April 1 at 9 am?

Also, when can we get into the Kelowna BC site?

Thanks.

Terrance Jacobs, CEO



TCL Asset Group Inc - Celebrating 62 years in Business

56 Pennsylvania Avenue, Unit 13 | Concord | Ontario | Canada

Phone +1-905-660-1367

Mobile +1-416-543-7373

tjacobs@managingyourassets.com | www.tclassetgroup.com

From: Joe <j_caccamo@aluminart.com>
Sent: March 24, 2021 5:19 PM
To: Terrance Jacobs <tjacobs@managingyourassets.com>
Subject: Equipment Listing

Hi Terrance,

Attached you will find our equipment listing.

Pages 2-21 AluminArt and Arcor in Brampton
Pages 22-25 NAP in Kelowna

Let me know if you have any questions.

Regards,
Joseph Caccamo

This is **Exhibit “E”** referred to in the
Affidavit of **TERRANCE JACOBS**
sworn this 31st day of March, 2021

A handwritten signature in blue ink, appearing to be 'T. Jacobs', with a horizontal line extending to the right.

*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*

From: Terrance Jacobs <tjacobs@managingyourassets.com>
Sent: March 26, 2021 12:12 PM
To: Joe <j_caccamo@aluminart.com>
Cc: 'Mike McIntosh' <MMcIntosh@maynards.com>; Peter Keeley <pkeeley@managingyourassets.com>; Terrance Jacobs <tjacobs@managingyourassets.com>
Subject: RE: Access for site visits

Joe, thank you for allowing us in on Wednesday for 9 am. Peter Keeley, Mike McIntosh and myself will be onsite to conduct the work.

Please advise today access to the Kelowna plant and contact person so that we can make arrangements for early next week.

Thanks.

Terrance Jacobs, CEO



TCL Asset Group Inc - Celebrating 62 years in Business

56 Pennsylvania Avenue, Unit 13 | Concord | Ontario | Canada

Phone +1-905-660-1367

Mobile +1-416-543-7373

tjacobs@managingyourassets.com | www.tclassetgroup.com

From: Joe <j_caccamo@aluminart.com>

Sent: March 26, 2021 1:58 AM

To: Terrance Jacobs <tjacobs@managingyourassets.com>

Cc: 'Mike McIntosh' <MMcIntosh@maynards.com>

Subject: RE: Access for site visits

Hi Terrance,

Wednesday morning is fine for Brampton plant. I will advise Friday afternoon for the Kelowna plant.

Regards,

Joseph Caccamo

From: Terrance Jacobs [<mailto:tjacobs@managingyourassets.com>]

Sent: Thursday, March 25, 2021 8:50 PM

To: Joe

Cc: Mike McIntosh; Terrance Jacobs

Subject: Access for site visits

Joe, you promised me a call back at end of day today regarding our inspection of the Brampton plant for Wednesday at 9 am and about setting up an inspection for the Kelowna plant.

I still have not heard from you.

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Terrance Jacobs, CEO

TCL Asset Group Inc.

Mobile: 416-543-7373

Email: tjacobs@managingyourassets.com

From: Terrance Jacobs <tjacobs@managingyourassets.com>

Sent: Thursday, March 25, 2021, 12:33 p.m.

To: Joe

Cc: Terrance Jacobs; Mike McIntosh

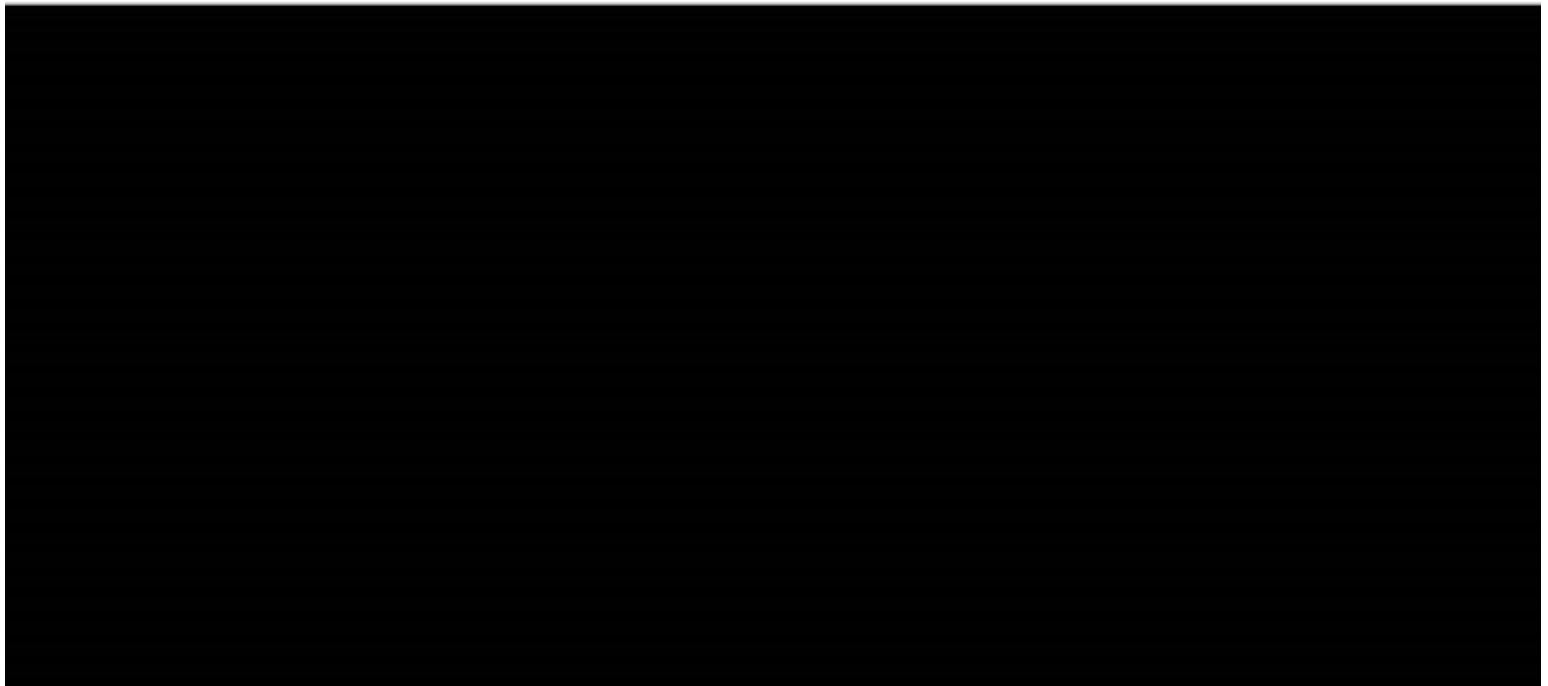
Subject: RE: Equipment Listing

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Also, when can we get into the Kelowna BC site?

Thanks.

Terrance Jacobs, CEO



TCL Asset Group Inc - Celebrating 62 years in Business

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Mobile +1-416-543-7373

tjacobs@managingyourassets.com | www.tclassetgroup.com

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Sent: March 24, 2021 5:19 PM
To: Terrance Jacobs <tjacobs@managingyourassets.com>
Subject: Equipment Listing

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Pages 2-21 AluminArt and Arcor in Brampton
Pages 22-25 NAP in Kelowna

Let me know if you have any questions.

Regards,
Joseph Caccamo

BUSINESS DEVELOPMENT BANK OF CANADA
Applicant

-and-

ALUMINART PRODUCTS LIMITED, et al.
Respondents

Court File No. CV-21-00659822-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at
TORONTO

**AFFIDAVIT OF
TERRANCE JACOBS**

LIPMAN, ZENER & WAXMAN PC
Barristers and Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5

Ian Klaiman
Law Society No. 58955G

Direct: 416-789-0658
Fax: 416-789-9015
Email: iklaiman@lzwlaw.com

Lawyers for the Applicant, Business
Development Bank of Canada

Court File No. CV-21-00659822-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

ALUMINART PRODUCTS LIMITED, ARCOR WINDOWS &
DOORS INC., N.A.P. WINDOWS & DOORS LTD., SALVATORE CACCAMO, JOSEPH
CACCAMO, COSIMO CACCAMO, LINTON PYNNE
and 12794799 CANADA INC.

Respondents

AFFIDAVIT OF PETER KEELEY

I, **PETER KEELEY**, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAYS AS FOLLOWS:

1. I am a Senior Appraiser and Project Supervisor with TCL Asset Group Inc. (“**TCL**”). As such, I have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge, I have indicated my source of information and do verily believe such information to be true.
2. On March 31, 2021, I attended at the 1 Summerlea Road, Brampton, Ontario (the “**Premises**”), to inspect and appraise Business Development Bank of Canada’s listed equipment. I waited there from about 8:45 to 10:15 a.m., but no one attended, and the doors to the Premises were locked.
3. I identified one piece of equipment on the BDC list; namely, a Pro-Line, Pro-Weld FH44S, serial number 88919 (the “**Pro-Line**”). It was located on a flat deck in the lot outside the

Premises. Attached hereto as **Exhibit "A"** are pictures I took of the Pro-Line. The Pro-Line was not tarped, which was concerning, since its electrical control panels could be damaged in the rain, which would hurt its value.

4. I also noticed there was a small fleet of material moving equipment in the lot immediately outside the Premises, including lift trucks, fork lifts, and scissor lifts.

5. I swear this affidavit in support of this motion, and for no other or improper purpose

SWORN before me by video conference
from the City of Toronto in the
Municipality of Metropolitan Toronto, to
the City of Toronto in the Municipality of
Metropolitan Toronto, in the Province of
Ontario on this 31st day of March, 2021



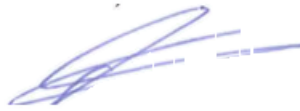
A Commissioner for Taking Affidavits

*Virtually commissioned by I. Klaiman, LSO #58955G, as
per LSO corporate statement re COVID-19



PETER KELEY

This is **Exhibit “A”** referred to in the
Affidavit of **PETER KEELEY** sworn
this 31st day of March, 2021



*Commissioner for Taking Affidavits (or as may be)**

**virtually commissioned by Ian J. Klaiman
(LSO #58955G), as per LSO Corporate Statement
re COVID-19*



PRO-LINEAUTOMATION
SYSTEMS LTD.

WOODBIDGE, ONTARIO, CANADA

AMPS

30

HZ

60

H.P.

3

VOLTS

220

MODEL NO.

FH 44S

PHASE

3

SERIAL NO.

88919

MADE IN CANADA

1446394

SPECIAL INSPECTION SERVICE
SERVICE D'INSPECTION SPÉCIALEEVALUATION BASED
ON MODEL
CODE SPE-1000
FOR THE FIELD
EVALUATION OF
ELECTRICALÉVALUATION À PIED
D'OEUVRE DE
L'APPAREILLAGE
ÉLECTRIQUE
BASÉE SUR
LE CODE SPE-1000

BUSINESS DEVELOPMENT BANK OF CANADA
Applicant

-and-

ALUMINART PRODUCTS LIMITED, et al.
Respondents

Court File No. CV-21-00659822-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at
TORONTO

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-and-

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SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at
TORONTO

**APPLICATION RECORD
(Possession Motion,
Returnable April 6, 2021)**

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