

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, appearing to read "Hainey J.", is written over a horizontal line. The signature is fluid and cursive, with a large initial 'H' and a stylized 'J' at the end.

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 | 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 | 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 | TGST-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 gal |
| | Hydrovane 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 |
| | 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 450 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 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 taper 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 taper 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 |

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|---|
| 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 Multiton 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) |

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|---|
| 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 |
| 28' 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 |
| Forklift 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 & connections |
| 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) |

| | |
|--|----------------------------|
| | Glazing stop carts (21) |
| | A Frame glass carts (12) |
| | Cut glass carts (7) |
| | Glass feed carts (4) |
| | Pass 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 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 |
|-------------|----------|--|--------------|---------------|-------------|----------|----------------|---|
| | | | | | 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-LEFT | | 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> | | | | List prepared by <u>Anubhav Agarwal, VP Finance</u> | | | | FOR SDC USE ONLY | |
| Address: <u>55 Innovation Drive, Bramborough, ON L9H 7L8</u> | | | | | | | | Branch: <u>STOBCOKE</u> | |
| Location of Assets: <input checked="" type="checkbox"/> as above; or _____ | | | | Company Officer's Signature _____ | | | | Investigating Officer <u>Shahin Khatib</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 |
|-------------|----------|--|--------------|---------------|----------|----------|----------------|---|
| | | | | | 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 | |

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

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(File No. 4113902)