

**SUPERIOR COURT OF PRINCE EDWARD ISLAND
(GENERAL SECTION)**

BETWEEN:

ROYAL BANK OF CANADA

APPLICANT

- and -

**DME LIMITED PARTNERSHIP, DME GENERAL PARTNER INC., ATLANTIC
SYSTEMS MANUFACTURING (2016) LTD., DME CANADA ACQUISITIONS INC.
and DME US HOLDCO INC.**

RESPONDENTS

**THIRD REPORT OF THE RECEIVER
May 22, 2019**

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Please review Section 3 regarding Appendices C, D and E.

1.0 INTRODUCTION

- 1.1 Pursuant to an order of the Supreme Court of Prince Edward Island (General Section) (the “**Court**”) made on November 26, 2018 (the “**Appointment Order**”), Alvarez & Marsal Canada Inc. (“**A&M**”) was appointed receiver (the “**Receiver**”) of the assets, undertakings and properties of each of DME Limited Partnership, DME General Partner Inc., Atlantic Systems Manufacturing (2016) Ltd., DME Canada Acquisitions Inc. and DME US Holdco Inc. (collectively, the “**DME Group**”).
- 1.2 In connection with these receivership proceedings, the Receiver prepared and filed with this Court a first report dated January 18, 2019 and a supplemental report dated January 25, 2019 (together, the “**First Report**”) and a second report dated February 14, 2019 (the “**Second Report**”, collectively the “**Prior Reports**”). The Prior Reports, Appointment Order and other Court-filed documents and notices related to these receivership proceedings are available on the Receiver’s website at: <https://www.alvarezandmarsal.com/DMEGroup> (the “**Case Website**”).
- 1.3 On January 31, 2019, this Court issued an order (the “**Approval and Vesting Order**”), approving the Abbotsford Transaction and the ASM Transaction (each as defined in the First Report).
- 1.4 On February 22, 2019, this Court issued an Order (the “**Second Approval and Vesting Order**”), approving the DME Agreement (as defined in the Second Report).
- 1.5 The purpose of this report (the “**Third Report**”) is to:

- (a) provide this Court with the results of the Sale Process (defined and described in the Prior Reports);
- (b) provide this Court with information regarding the bankruptcy proceedings that were commenced on April 26, 2019;
- (c) describe the Receiver's activities since the date of the Second Report; and
- (d) support the Receiver's motion for an order (the "**Distribution and Discharge Order**"), among other things:
 - (i) approving this Third Report and the activities of the Receiver described herein;
 - (ii) lifting the previous sealing orders to make the purchase and sale agreements publicly available, as described herein;
 - (iii) approving the distributions to Royal Bank of Canada ("**RBC**") as described herein;
 - (iv) approving the fees and disbursements of the Receiver and Cox & Palmer LLP ("**Cox & Palmer**") as set out in the Hutchens Affidavit and the Hogan Affidavit, respectively (each as defined herein); and
 - (v) discharging the Receiver upon its filing a certificate with the Court confirming that the administration of the receivership has been completed.

2.0 TERMS OF REFERENCE AND DISCLAIMER

- 2.1 In preparing this Third Report, the Receiver has relied upon unaudited financial information, books and records and other documents provided by former management of the DME Group, and discussions with former management (collectively, the **“Information”**).
- 2.2 The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (**“CASs”**) pursuant to the Chartered Professional Accountants Canada Handbook, and accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CASs in respect of the Information.
- 2.3 This Third Report has been prepared for the use of this Court and the DME Group’s stakeholders as general information relating to the DME Group and to assist the Court in determining whether to approve the relief sought herein. Accordingly, readers are cautioned that this Third Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by a reader as a result of the circulation, publication, reproduction or use of this Third Report different than the provisions of this paragraph.

2.4 Capitalized terms not defined in this Third Report are as defined in the Prior Reports and the Appointment Order. Unless otherwise stated, all monetary amounts contained in this Third Report are expressed in Canadian dollars.

3.0 RESULTS OF THE SALE PROCESS

3.1 The Prior Reports provided: (i) an overview of the Sale Process; and (ii) a summary of the Receiver's activities undertaken in connection with the Sale Process and the results thereof.

3.2 As described in the Prior Reports, the Receiver concluded three sales transactions:

- (a) the Abbotsford Transaction was in the form of an Auction and Liquidation Services Agreement. The liquidation concluded on March 1, 2019 and generated net proceeds of approximately \$1.9 million after fees and disbursements paid to the liquidators pursuant to the Auction and Liquidation Services Agreement;
- (b) the ASM Transaction was in the form of an asset purchase agreement that closed on February 1, 2019 and generated net proceeds of approximately \$350,000; and
- (c) the DME Agreement was in the form of an asset purchase agreement that closed on March 5, 2019 and generated net proceeds of approximately \$5.25 million.

3.3 The purchase and sale agreements for the above three transactions were previously sealed by Orders of this Court to protect certain commercially sensitive information. With the Sale Process now concluded, the Receiver recommends that this Court lift the sealing orders to make the respective purchase agreements publicly available. If such an order is granted by

this Court, the Receiver will release a version of this Third Report with the following appendices to the Court file and will post same on the Receiver's Case Website:

Appendix C Auction and Liquidation Services Agreement (Abbotsford Transaction);

Appendix D Asset Purchase Agreement (ASM Transaction); and

Appendix E Asset Purchase Agreement (DME Charlottetown).

4.0 RECEIPTS AND DISBURSEMENTS

4.1 A summary of the Receiver's receipts and disbursements from November 26, 2018 to May 10, 2019 is provided below (all amounts are inclusive of HST where applicable):

Receipts & Disbursements	\$000's
Receipts	\$10,590
Disbursements	
Post-filing payroll	(858)
Rent, utilities & insurance	(588)
Raw materials, supplies, other	(251)
Total Disbursements	(1,697)
Net subtotal	\$8,893
Pre-receivership payroll & vacation pay	(1,070)
Professional fees	(1,395)
Net cash flow	\$6,428
Beginning cash balance	-
Net cash flow	6,428
Receiver's Certificates	930
Closing cash balance	\$7,358

- 4.2 Receipts of \$10.6 million are comprised of approximately: (i) \$7.5 million of net proceeds from the Sale Process, as described in Section 3 above; and (b) \$3.1 million of proceeds primarily from the sale of finished goods during the receivership proceedings and the collection of pre-receivership accounts receivable.
- 4.3 The closing cash balance in the Receiver's trust accounts as at May 10, 2019 was approximately \$7.4 million, inclusive of \$930,000 advanced by RBC under Receiver's Certificates (primarily to facilitate payment of accrued wages and vacation pay outstanding as at the receivership date).

5.0 **BANKRUPTCY**

- 5.1 The Appointment Order authorizes the Receiver to assign the Debtors into bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**").
- 5.2 On April 26, 2019, DME Limited Partnership and Atlantic Systems Manufacturing (2016) Ltd. (collectively, the "**Bankrupt Debtors**") were assigned into bankruptcy by the Receiver. Pursuant to Certificates of Appointment as issued by the Official Receiver, BDO Canada Limited ("**BDO**") was appointed as Trustee of the estates of the Bankrupt Debtors (the "**Bankruptcy**").
- 5.3 The appointment of BDO as Trustee of the Bankrupt Debtors was affirmed at the First Meeting of Creditors held on May 16, 2019.
- 5.4 Additional information regarding the Bankruptcy is accessible on the Receiver's Case Website.

6.0 DISTRIBUTION

- 6.1 The RBC Application Record provides a comprehensive overview of the DME Group's loan arrangements with RBC and related guarantees and security.
- 6.2 As at the date of the Appointment Order, the DME Group's indebtedness under a credit agreement dated November 17, 2015, as amended or otherwise modified, with RBC totaled approximately \$17.1 million, plus interest and fees which continue to accrue. Further, the Receiver borrowed \$930,000 from RBC under Receiver's Certificates.
- 6.3 The Receiver has obtained an opinion from independent legal counsel that the security interests held by RBC are valid and enforceable, subject to customary assumptions and qualifications.
- 6.4 Based on the foregoing, the Receiver recommends that this Court issue an order authorizing and directing the Receiver to make future distributions to RBC, up to the amount of the DME Group's indebtedness owing to RBC.

7.0 FEES AND DISBURSEMENTS

- 7.1 Pursuant to paragraphs 26 and 27 of the Appointment Order, the Receiver and its legal counsel are entitled to be paid their reasonable fees at their normal rates and charges, and are required to pass their accounts from time to time.
- 7.2 The Receiver is seeking this Court's approval of its fees and those of Cox & Palmer in connection with the performance of their duties in these receivership proceedings, as follows:

- (a) the Receiver in the amount of \$1,006,396.50 (including \$87,854.50 as financial advisor to RBC prior to the receivership commencement date), plus disbursements and HST, for the period November 12, 2018 to March 23, 2019; and
- (b) Cox & Palmer in the amount of \$95,071.50, plus disbursements and HST, for the period from November 30, 2018 to March 29, 2019.

Overview of the Receivership Proceedings

7.3 The efforts and activities of the Receiver are described in detail in the Prior Reports, as well as in this Third Report. An overview of the receivership proceedings and the primary activities of the Receiver is provided below:

- (a) the receivership proceedings were conducted in two disparate geographical locations, Charlottetown, PEI and Abbotsford, British Columbia:
 - (i) the Charlottetown operations were comprised of two businesses: (1) a manufacturer of brewery equipment (DME); and (2) a manufacturer of seafood processing equipment (ASM). The two businesses operated from three (3) facilities with a total of approximately 160 employees; and
 - (ii) the Abbotsford operation was a single business (NSI), a manufacturer of brewery equipment, that operated from four (4) facilities with approximately 100 employees;
- (b) following an assessment of work-in-process (“WIP”) inventory at each of the Charlottetown and Abbotsford locations, the Receiver decided to continue certain

operations in Charlottetown to maximize both: (i) net recoveries from accounts receivable and WIP inventory; and (ii) net proceeds from the Sales Process by seeking “turnkey” buyers for the Charlottetown businesses;

- (c) a summary of the hours and fees incurred by the Receiver: (i) as financial advisor to RBC during the period prior to the commencement of the receivership proceedings; and (ii) during the receivership, for each of the Charlottetown and Abbotsford locations, is provided below:

Receiver’s Fees	Hours	Fees (\$000’s)
Pre-receivership (as financial advisor to RBC)	146.5	87.9
Receivership Period – Charlottetown	1,264.8	618.7
Receivership Period – Abbotsford	744.6	299.8
Receivership Period – Total	2,009.4	918.5
Combined Total	2,155.9	1,006.4

The Receiver incurred approximately 1,265 hours and \$619,000 of fees related to the Charlottetown location (which also housed the DME Group’s head office, where all finance, accounting and human resources/payroll functions were performed) and approximately 745 hours and \$300,000 of fees related to the Abbotsford location. Total hours and fees related to Charlottetown were higher than Abbotsford as the Receiver: (i) continued certain operations in Charlottetown which necessitated regular on-site attendance to assist with day-to-day activities (whereas no operations were continued in Abbotsford); (ii) assisted potential “turnkey” bidders with extensive due diligence information requests and questions during the Sales Process; and (iii) ultimately negotiated two purchase

and sale agreements for the DME and ASM transactions, which resulted in “turnkey” sales with continued operations and employment;

- (d) in addition to overseeing/facilitating the continued operations at DME Charlottetown, other time intensive work carried out by the Receiver included: (i) the tasks associated with terminating approximately 260 employees, including facilitating final payments for accrued wages and vacation pay outstanding as at the receivership date, re-engaging approximately 55 employees in Charlottetown, and administering Wage Earner Protection Plan submissions for all eligible employees (substantially all 260 employees); (ii) conducting the Sales Process and negotiating and closing three (3) transaction agreements; (iii) coordinating and overseeing the auction/liquidation in Abbotsford; and (iv) responding to numerous inquiries from employees, customers and creditors.

Hutchens Affidavit & Hogan Affidavit

- 7.4 The total fees and disbursements of the Receiver are set out in detail in the affidavit of Alan J. Hutchens sworn May 21, 2019 (the “**Hutchens Affidavit**”), a copy of which is attached as **Appendix “A”** hereto.
- 7.5 The total fees and disbursements of Cox & Palmer are set out in detail in the affidavit of Charity Hogan, sworn May 21, 2019 (the “**Hogan Affidavit**”), a copy of which is attached as **Appendix “B”** hereto.
- 7.6 RBC will incur a significant shortfall on its advances to the DME Group and, as such, is the only party with an economic interest in the fees and disbursements of the Receiver

and its counsel. RBC was provided with a copy of the Receiver's invoices as they were rendered during the course of the receivership proceedings. RBC has confirmed to the Receiver that it does not object to this Court's approval of the Receiver and its counsel's fees and disbursements as set out in the Hutchens Affidavit and the Hogan Affidavit.

8.0 RECEIVER'S ACTIVITIES

8.1 In addition to the activities described above, the Receiver's activities since the date of the Second Report include the following:

- continuing to carry out the Receiver's duties and responsibilities in accordance with the Appointment Order;
- attending at the DME Group's premises and assisting with continuing certain operations at DME Charlottetown until March 5, 2019 when the DME Agreement closed;
- collecting outstanding accounts receivable and other amounts owed to the DME Group;
- assisting in communications with key stakeholders, including the DME Group's former employees, customers, landlords and suppliers;
- communicating with legal counsel to the Receiver on a number of receivership matters;
- maintaining the Case Website;

- preparing this Third Report and reviewing and commenting on materials in respect of this motion; and
- addressing all other matters pertaining to these receivership proceedings.

9.0 RECEIVER'S DISCHARGE

9.1 Prior to completing its administration, the Receiver intends to:

- pursue any remaining receivable balances, including certain funds that are currently held by a third-party escrow agent in connection with an arbitration matter that commenced prior to these receivership proceedings;
- pay any remaining cash balances to RBC in accordance with the Distribution and Discharge Order; and
- prepare and file the Receiver's final report as required under Section 246 of the BIA.

9.2 After the Receiver has completed these activities, it intends to file a Discharge Certificate as its duties and responsibilities under the Appointment Order and other orders made in these proceedings will have been completed. Addressing the discharge in this manner will avoid the costs of a subsequent motion in these proceedings solely for the purpose of seeking the Receiver's discharge.

10.0 CONCLUSIONS AND RECOMMENDATIONS

- 10.1 Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief sought in the Receiver's Notice of Motion and detailed in Section 1.5(d) of this Third Report.

All of which is respectfully submitted this 22nd day of May 2019.

**Alvarez & Marsal Canada Inc., in its capacity as Receiver of
DME Limited Partnership, DME General Partner Inc., Atlantic Systems
Manufacturing (2016) Ltd., DME Canada Acquisitions Inc. and DME US Holdco
Inc., and not in its personal capacity**



Per: Alan J. Hutchens, Senior Vice-President

Appendix A

Hutchens Affidavit

**SUPERIOR COURT OF PRINCE EDWARD ISLAND
(GENERAL SECTION)**

BETWEEN:

ROYAL BANK OF CANADA

APPLICANT

- and -

**DME LIMITED PARTNERSHIP, DME GENERAL PARTNER INC., ATLANTIC
SYSTEMS MANUFACTURING (2016) LTD., DME CANADA ACQUISITIONS INC.
and DME US HOLDCO INC.**

RESPONDENTS

**AFFIDAVIT OF ALAN J. HUTCHENS
(Sworn May 21, 2019)**

I, ALAN J. HUTCHENS, of the Town of Oakville, in the Province of Ontario, **MAKE
OATH AND SAY:**

1. I am a Senior Vice-President of the financial advisory firm Alvarez & Marsal Canada Inc. ("A&M"), the Court appointed receiver (in such capacity, the "**Receiver**") of the assets, undertakings and properties of each of DME Limited Partnership, DME General Partner Inc., Atlantic Systems Manufacturing (2016) Ltd., DME Canada Acquisitions Inc. and DME US Holdco. Inc. (collectively, the "**DME Group**"). As such, I have knowledge of the matters hereinafter deposed to.
2. A&M was appointed as Receiver pursuant to an order of the Supreme Court of Prince Edward Island (General Section) (the "**Court**") dated November 26, 2018 (the "**Appointment Order**"). The Receiver retained Cox & Palmer ("**Cox & Palmer**") as its counsel in these proceedings.

3. Pursuant to paragraphs 26 and 27 of the Appointment Order, the Receiver and its legal counsel are entitled to be paid their reasonable fees at their normal rates and charges, and are required to pass their accounts from time to time.

4. The efforts and activities of the Receiver are described in the two prior Reports that the Receiver has filed with the Court prior to the date hereof in these proceedings, as well as the Receiver's Third Report to be filed on the date hereof in respect of the within motion for the passing of accounts.

5. Attached hereto and marked as **Exhibit "1"** to this my Affidavit is a summary (the "**A&M Accounts Summary**") of the invoices rendered by A&M (the "**A&M Accounts**", and collectively, the "**A&M Fees and Disbursements**") in respect of these proceedings for the period from November 12, 2018 to March 23, 2019 (the "**A&M Application Period**"). The A&M Accounts included itemization and totals for services rendered by A&M personnel, a summary of which personnel and their hourly rates is attached hereto and marked as **Exhibit "2"** to this my Affidavit. As well, attached as **Exhibit "3"** to this my Affidavit, are copies of the A&M Accounts, redacted for privileged, confidential, and commercially sensitive information.

6. A&M expended a total of 2,155.9 hours in connection with this matter during the A&M Application Period, giving rise to fees and disbursements totalling \$1,194,299.84 comprised of fees after discounts of \$1,006,396.50 (including \$87,854.50 as financial advisor to Royal Bank of Canada prior to the receivership commencement date), disbursements of \$50,506.01 and HST of \$137,397.33, all of which are outlined in the A&M Accounts Summary.

7. Cox & Palmer, counsel to the Receiver ("**Receiver's Counsel**"), has rendered services throughout these proceedings in a manner consistent with the instructions of the Receiver.

8. The total fees for services and disbursements provided by Receiver's Counsel during the period of November 30, 2018 to March 29, 2019 amount to \$116,253.37 (the "**Receiver's Counsel Fees and Disbursements**", together with the A&M Fees and Disbursements, the "**Receiver's Fees and Disbursements**", including fees of \$95,071.50, disbursements of \$6,056.14, and HST of \$15,125.73. The services rendered by Receiver's Counsel are more particularly described in the

affidavit of Charity Hogan (and the Exhibits thereto) sworn May 21, 2019 in support of the Receiver's request for approval of the Receiver's Counsel Fees and Disbursements.

9. In addition to the approval of the Receiver's Fees and Disbursements incurred to date in these proceedings, the Receiver is also seeking approval of fees and disbursements that the Receiver estimates that it will incur to complete the remaining activities to conclude the receivership proceedings. As described in the Third Report of the Receiver dated May 22, 2019, it is anticipated that the Receiver will be required to carry out the following remaining activities (collectively, the "**Remaining Activities**"):


- (a) attending the Court hearing to be held on May 30, 2019;
- (b) pursuing remaining accounts receivable balances, including certain funds that are currently held by a third-party escrow agent in connection with an arbitration matter that commenced prior to the Receivership Proceedings;
- (c) making distributions to RBC in accordance with the Distribution and Discharge Order;
- (d) preparing and filing the Receiver's final report as required under Section 246 of the *Bankruptcy and Insolvency Act*; and
- (e) any incidental tasks that may be required in connection with concluding the Receivership Proceedings, including without limitation, preparing and filing the Discharge Certificate.

10. The Receiver estimates that its fees and disbursements in connection with the Remaining Activities will be no greater than \$17,500 plus HST.

11. To the best of my knowledge, the rates charged by the Receiver and Receiver's Counsel are comparable to the rates charged for the provision of similar services by other large restructuring firms and law firms, and are fair and reasonable.

12. This Affidavit is sworn in connection with a motion by the Receiver to have the Receiver's Fees and Disbursements in relation to these proceedings approved by this Court.

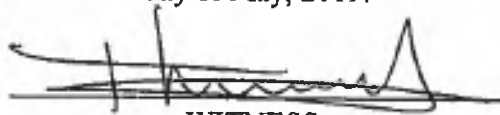
SEALED, DELIVERED & ATTESTED to
in the presence of:


WITNESS, A notary public in and for the
province of Ontario

Name: Kyle B. Plunkett
May 21, 2019


ALAN J. HUTCHENS

This is Exhibit "1" referred to in the
affidavit of Alan J. Hutchens
sealed, delivered and attested to before me, this 21
day of May, 2019.

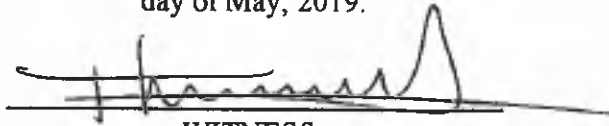
A handwritten signature in dark ink, appearing to be "K. B. Plunkett", written over a horizontal line.

WITNESS,
A notary public in and for the province of Ontario
Name: Kyle B. Plunkett

EXHIBIT "I"
ALVAREZ & MARSAL CANADA INC., COURT-APPOINTED RECEIVER OF
DME GROUP
(November 12, 2018 to March 23, 2019)

Invoice No.	Invoice Date	Invoice Period / Description	Total Hours	Fees	Discount	Year After Discount	Disbursements	HST	Invoice Total (\$CAD)
Pre-Rectifiable									
Invoice #1	December 10, 2018	November 12, 2018 to November 21, 2018	146.5	\$ 97,406.00	\$ (9,551.50)	\$ 87,854.50	\$ -	\$ 11,421.09	\$ 99,275.59
Sub-Total			146.5	\$ 97,406.00	\$ (9,551.50)	\$ 87,854.50	\$ -	\$ 11,421.09	\$ 99,275.59
Rectifiable									
Invoice #1	December 18, 2018	November 26, 2018 to December 8, 2018	46.0	\$ 256,609.00	\$ (23,377.50)	\$ 233,231.50	\$ 6,209.50	\$ 31,127.33	\$ 270,568.33
Invoice #2	January 7, 2019	December 9, 2018 to December 22, 2018	41.8	\$ 205,113.00	\$ (16,902.50)	\$ 188,210.50	\$ 5,529.72	\$ 23,186.23	\$ 218,926.45
Invoice #3	January 17, 2019	December 23, 2018 to January 5, 2019	180.6	\$ 88,414.50	\$ (7,384.50)	\$ 81,030.00	\$ 7,483.41	\$ 11,506.74	\$ 100,020.15
Invoice #4	January 28, 2019	January 6, 2019 to January 19, 2019	33.9	\$ 168,445.50	\$ (14,121.00)	\$ 154,324.50	\$ 8,722.55	\$ 21,196.12	\$ 184,243.17
Invoice #5	February 14, 2019	January 20, 2019 to February 2, 2019	31.3	\$ 110,074.50	\$ (9,406.00)	\$ 100,668.50	\$ 7,146.88	\$ 14,016.00	\$ 121,831.38
Invoice #6	February 20, 2019	February 3, 2019 to February 16, 2019	204.5	\$ 105,514.00	\$ (9,437.00)	\$ 96,077.00	\$ 7,081.40	\$ 13,410.59	\$ 116,568.99
Invoice #7	March 28, 2019	February 17, 2019 to March 23, 2019	177.7	\$ 82,390.50	\$ (17,390.50)	\$ 65,000.00	\$ 8,332.55	\$ 9,533.23	\$ 82,865.78
Sub-Total			2,009.4	\$ 1,016,561.00	\$ (98,019.00)	\$ 918,542.00	\$ 50,506.01	\$ 125,976.24	\$ 1,095,024.25
TOTAL			2,155.9	\$ 1,113,967.00	\$ (107,570.50)	\$ 1,006,396.50	\$ 50,506.01	\$ 137,397.33	\$ 1,194,299.84

This is Exhibit "2" referred to in the
affidavit of Alan J. Hutchens
sealed, delivered and attested to before me, this 21
day of May, 2019.

A handwritten signature in dark ink, appearing to read "Kyle B. Plunkett", is written over a horizontal line.

WITNESS,

A notary public in and for the province of Ontario
Name: Kyle B. Plunkett

EXHIBIT "2"
ALVAREZ & MARSAL CANADA INC., COURT-APPOINTED RECEIVER OF
DME GROUP

(November 12, 2018 to March 23, 2019)

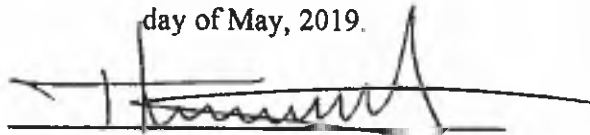
Staff Member	Title	Total Hours	Rate (\$CAD)	Amount Invoiced (\$CAD)
Douglas McIntosh	Managing Director	26.0	\$925.00	24,050.00
Alan Hutchens	Managing Director	124.8	\$860.00	107,328.00
Josh Nevsky	Senior Director	512.7	\$645.00	330,691.50
Ryan Gruneir	Senior Associate	581.4	\$450.00	261,630.00
Audrey Singels-Ludvik	Associate	87.8	\$325.00	28,535.00
John-Luke Ip	Analyst	78.6	\$325.00	25,545.00
Anthony Tillman	Managing Director	107.7	\$750.00	80,775.00
Vicki Chan	Director	323.5	\$465.00	150,427.50
Marianna Lee	Senior Associate	250.7	\$375.00	94,012.50
Monica Cheung	Executive Assistant	62.7	\$175.00	10,972.50
Voluntary Reduction				(107,570.50)
Total Fees (excl. Disbursements and HST)		2,155.9	Avg Rate \$466.81	\$1,006,396.50

This is Exhibit "3" referred to in the

affidavit of Alan J. Hutchens

sealed, delivered and attested to before me, this 21

day of May, 2019.

A handwritten signature in black ink, appearing to read "Kyle G. Plunkett", is written over a horizontal line.

WITNESS,

A notary public in and for the province of Ontario

Name: Kyle G. Plunkett



Alvarez & Marsal Canada ULC
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

December 10, 2018

Royal Bank of Canada
222 Bay Street, 24th Floor
Toronto, Ontario
M5K 1G8

Attention: Mr. Gary Ivany, Senior Director, Group Risk Management

DME LIMITED PARTNERSHIP ET AL (the "Company")
RE: INVOICE #1 - 818344

For professional services rendered in our capacity as Consultant to the Bank to review, report and make recommendations to the Bank pursuant to the engagement letter dated November 15, 2018, for the period to November 25, 2018.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
D. McIntosh, Managing Director	26.0	\$925	\$24,050.00
A. Hutchens, Managing Director	30.3	\$860	26,058.00
J. Nevsky, Senior Director	34.4	\$645	22,188.00
R. Gruneir, Associate	55.8	\$450	25,110.00
	<u>146.5</u>		<u>\$97,406.00</u>
Voluntarily reduced to			\$87,854.50
Add: HST @ 13%			<u>11,421.09</u>
TOTAL INVOICE			<u>\$99,275.59</u>

Mailing Instructions:

Alvarez & Marsal Canada Inc.
Attn: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank: TD Canada Trust
Account Name: Alvarez & Marsal Canada ULC
Swiftcode: TDOMCATTOR
Bank Address: 55 King Street West
Toronto, ON
Bank Transit #: 10202
Institution #: 0004
Account #: 5519970
Reference #: DME Limited Partnership (818344) – Inv. #1
HST#: 83486 3367RT0001

DME Limited Partnership – 818344
DETAILED SUMMARY – November 15 to 25, 2018

<u>D. McIntosh</u>	<u>Hrs.</u>
Nov 12 Call with RBC.	0.7
Nov 13 Review background materials; meeting with R. Gruneir; prepare for and attend meeting with RBC and Aird & Berlis (“A&B”).	2.5
Nov 14 Prepare for and attend call with RBC and A&B; internal situation/status meeting; review further documents and information; call with RBC; call with internal counsel; review information request list.	3.7
Nov 15 Teleconference with RBC and A&B regarding engagement/issues; review financial information and correspondence; discussions with A. Hutchens and J. Nevsky.	3.2
Nov 16 Teleconference with RBC and A&B; prepare for and attend meeting of key stakeholders at Goodmans’ offices; review further information received, and related calls/correspondence.	5.7
Nov 18 Review various correspondence regarding status; call with A&B.	2.0
Nov 19 Call with A&B; review engagement matters.	2.0
Nov 20 Prepare for two calls with A&B and RBC; review correspondence; discussions with A. Hutchens and R. Gruneir; call with A&B.	2.4
Nov 21 Prepare for and attend call with Goodmans and Richter regarding next steps; review correspondence.	1.0
Nov 22 Call with RBC and A&B regarding go-forward plan, D&O liabilities/vacation pay status; calls with A. Hutchens and J. Nevsky; prepare for and attend call with A&B.	1.8
Nov 23 Prepare for and attend call with RBC and A&B regarding next steps/planning.	1.0
TOTAL – D. McIntosh	26.0 hrs.

<u>A. Hutchens</u>	<u>Hrs.</u>
Nov 14 Review reports prepared by Richter and other financial information.	1.4
Nov 15 Teleconference with RBC and A&B on situation status; further review financial information.	1.0



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Nov 16	Teleconference with RBC and A&B on situation status; attend at Goodmans' offices for meeting with ██████████, ██████████, Goodmans, RBC and A&B.	3.5
Nov 17	Review further financial information received from Richter; internal discussions and emails on priority items for discussion with H. Yanowitz.	1.0
Nov 20	Teleconference with RBC and A&B on an email received from Goodmans; teleconference with RBC and A&B on next steps; emails with Goodmans, Richter and A&B on payroll and related matters; coordination/planning emails with A&M Vancouver regarding the Abbotsford locations; review iterations of the draft Work Plan and internal discussions on same; teleconference with RBC and A&B on situation status and next steps.	4.8
Nov 21	Review information received from Richter on the accrued vacation pay liability; internal discussions and emails on situation status and next steps; teleconference with RBC and A&B on situation status and next steps; internal discussions and emails on Day 1/Week 1 contingency planning matters.	3.5
Nov 22	Teleconference with RBC and A&B on situation status and next steps; teleconference with Goodmans and Richter on situation status and next steps; internal discussions and emails on contingency planning matters; discussion with ██████████ on his go-forward involvement and potential Day 1/Week 1 matters; review the draft Affidavit of G. Ivany and emails with A&B on same; review the draft Receivership Order.	5.8
Nov 23	Teleconference with RBC and A&B on receivership planning matters; review the revised draft Affidavit of G. Ivany and emails with A&B on same; teleconference with RBC, A&B and Cox & Palmer on the draft Receivership Order and related matters; teleconference with RBC and A&B on the status of receivership commencement matters; teleconference with RBC, A&B, Cox & Palmer and MLT Aikins on the draft Receivership Order.	3.8
Nov 24	Discussion with ██████████ on his go-forward involvement and receivership planning matters; internal discussions and emails on receivership planning matters; teleconference with a stakeholder group on a potential proposal to acquire RBC's debt, and emails with RBC and A&B regarding same.	2.0



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Nov 25	Teleconferences with a stakeholder group on a potential proposal to acquire RBC's debt, and emails with RBC and A&B regarding same; travel from Toronto to Charlottetown for tomorrow's Court hearing.	3.5
TOTAL – A. Hutchens		30.3 hrs.

J. Nevsky

Hrs.

Nov 15	Review financial and other information provided by DME; review borrowing base information; review Richter reports submitted to RBC; telephone meetings with A. Hutchens, RBC and A&B.	2.0
Nov 16	Telephone meeting with A. Hutchens and A&B regarding planning matters; further review of company and Richter prepared financial information and reporting; various telephone meetings with RBC and A&B.	3.6
Nov 17	Review financial and other information provided by DME; review Richter report and operating model and discussions with R. Gruneir regarding same; telephone meeting with Richter and _____ to review and discuss cash flow projections, operating model and other items.	6.5
Nov 18	Email correspondence with R. Gruneir.	0.8
Nov 19	Correspondence with Richter to review of liquidation analysis and work-in-progress analysis and discussions with R. Gruneir regarding same; discussions with R. Grunier regarding receivership work plan.	3.5
Nov 22	Review of employee and payroll schedules, including unpaid wages and vacation pay; review of revised short-term cash flow forecast; telephone discussions with RBC and A&B regarding receivership planning matters; discussions with _____ regarding planning matters and information requests.	4.0
Nov 23	Telephone discussions with A&B regarding draft receivership materials; prepare the draft Sale Process document and discussions with A. Hutchens regarding same; review cash flow forecast; discussions with _____ of DME and review of financial and borrowing base information; review draft employee letters and communications plan for anticipated receivership.	6.5



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Nov 24	Discussions with A&B regarding draft receivership materials and Sale Process document; preparation of draft employee letters and communications plan; telephone discussions with a stakeholder group regarding a potential proposal to RBC.	5.5
Nov 25	Teleconferences with a stakeholder group on a potential proposal to RBC, and emails with RBC and A&B regarding same.	2.0
TOTAL – J. Nevsky		34.4 hrs.

<u>R. Grunier</u>	<u>Hrs.</u>	
Nov 15	Update information request list based on D. McIntosh and A. Hutchens comments; call with K. Plunkett from A&B to provide update.	2.0
Nov 16	Review documents provided by K. Plunkett of A&B and provide CBA to A. Hutchens and J. Nevsky to review; internal meeting with J. Nevsky on status/next steps.	1.4
Nov 17	Call with Richter and DME to review liquidation analysis, operating model and short-term cash flow model, and further review of same; draft memo from teleconference and provide to J. Nevsky for review.	5.9
Nov 18	Review emails provided by J. Nevsky and respond accordingly; review project progress analysis prepared by DME and prepare summary schedule for RBC; send same to J. Nevsky for review.	2.1
Nov 19	Teleconference with E. Finley of Richter to walk through project progress analysis; further review of project progress analysis; correspondence with E. Finley of Richter on projects at DME's South Carolina facility.	7.1
Nov 20	Review emails received from Goodmans; preparation of draft receivership workplan and send to A. Hutchens and J. Nevsky for review; review emails provided by Goodmans re: payroll and draft and send email to A. Hutchens and J. Nevsky to outline required payroll disbursements; call with E. Finley of Richter to discuss same; draft form 87 – Notice and Statement of the Receiver and send to A. Hutchens and J. Nevsky for review; update receivership workplan based on A. Hutchens comments; prepare draft receivership cash flow forecast and provide to A. Hutchens and J. Nevsky for review; teleconference with RBC, Goodmans, A&B and Richter to discuss payroll and other matters.	8.2



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Nov 21	Review information received from Richter on the accrued vacation pay liability; internal discussions and emails on situation status and next steps; prepare schedule to analyze accrued vacation pay liability and provide to A. Hutchens for his review; review fixed asset listing provided by E. Finley of Richter and provide comments for his follow-up.	7.0
Nov 22	Further analysis of the accrued vacation pay liability; prepare draft notices and documents required for anticipated receivership proceedings; call with ██████ regarding information requirements; prepare information request list for ██████; internal discussions re: WEPPA requirements.	6.5
Nov 23	Prepare summary schedule for accrued salaried and hourly vacation pay; draft and send email to K. Plunkett of A&B for review of term and task employment letters; prepare FAQ memo for website; organize set-up of website for anticipated receivership; internal discussions to set-up 1-800 hotline number and receivership email address; draft employee letter relating to WEPPA and provide to J. Nevsky for review.	7.5
Nov 24	Review information provided by ██████; prepare schedule to outline detail of disbursements made by DME; draft and send email to A. Singels to organize set-up of receiver's trust bank accounts; prepare detailed information request list for ██████; prepare summarized financials for inclusion in CIM for Sales Process and provide to J. Nevsky for review.	6.0
Nov 25	Internal discussions regarding website and hotline set-up; preparation of WEPPA schedules and notices required for all employees; review of operating model and update summary financials for CIM.	2.1
TOTAL – R. Gruneir		55.8 hrs.





Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

December 18, 2018

Royal Bank of Canada
222 Bay Street, 24th Floor
Toronto, Ontario M5K 1G8

Attention: Mr. Gary Ivany, Senior Director, Group Risk Management

DME LIMITED PARTNERSHIP, ET AL (collectively, the "Company")
RE: INVOICE #1 - 818344A and 818344B

For professional services rendered in our capacity as Court-appointed Receiver pursuant to the Receivership Order dated November 26, 2018, for the period to December 8, 2018.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<u>Charlottetown/Head Office</u>			
A. Hutchens, Managing Director	41.3	\$860	\$35,518.00
J. Nevsky, Senior Director	99.8	\$645	64,371.00
R. Gruneir, Associate	108.1	\$450	48,645.00
A. Singels-Ludvik, Associate	22.0	\$325	7,150.00
J.L. Ip, Analyst	19.2	\$325	6,240.00
	<u>290.4</u>		<u>\$161,924.00</u>
<u>Abbotsford</u>			
A. Tillman, Managing Director	61.4	\$750	\$46,050.00
V. Chan, Director	58.0	\$465	26,970.00
M. Lee, Senior Associate	56.0	\$375	21,000.00
M. Cheung, Administrator	3.8	\$175	665.00
	<u>179.2</u>		<u>\$94,685.00</u>
	<u>469.6</u>		<u>\$256,609.00</u>

Voluntarily reduced to: \$233,231.50

Add: Out of pocket expenses including
airfare, hotel, meals and locksmith charges

6,209.50

\$239,441.00

Add: HST @ 13%

31,127.33

TOTAL INVOICE

\$270,568.33

Mailing Instructions:

Alvarez & Marsal Canada Inc.
Attn: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	5519970
Reference #:	DME Limited (818344A/B) - Inv. #1
HST#:	83158 2127 RT0001

Charlottetown/Head Office

A. Hutchens

Hrs.

Nov 26	Attend at Cox & Palmer's offices to prepare for the anticipated commencement of the receivership; teleconferences with a stakeholder group on the potential acquisition of RBC's debt and teleconferences/emails with RBC and Aird & Berlis ("A&B") on same; attend at Court for the receivership application hearing; internal discussions and emails on Day 1 receivership matters.	7.0
Nov 27	Internal discussions and emails on Week 1 receivership matters; return travel from Charlottetown to Toronto; respond to and/or route customer and creditor inquiries.	4.2
Nov 28	Internal discussions and emails on Week 1 receivership matters; internal teleconference on the Abbotsford locations; review the short-term cash flow forecast to support Receiver Certificate No. 1 and internal discussions/emails on same; emails with RBC on banking matters and Receiver Certificate No. 1; review the draft AR/WIP/project completion analysis and internal discussion on same.	5.3
Nov 29	Internal discussions and emails/emails with Cox & Palmer on Week 1 receivership matters; emails with RBC on banking matters; respond to and/or route customer and creditor inquiries.	3.5
Nov 30	Internal discussions and emails on Week 1 receivership matters; review the preliminary liquidation analysis and internal discussion on same; teleconference with RBC to provide situation/receivership status update; respond to and/or route customer inquiries; discussion and emails with [REDACTED] (insurance broker) on insurance matters; internal discussion on the launch of the sale process, list of potential buyers and discussions/inquiries to-date; review the forms of Release and Bill of Sale to be utilized with customers; review the draft letter to the Arbitrator in the NSI litigation and emails with Cox & Palmer on same.	4.7
Dec 2	Review and revise the draft materials for the Sale Process (Confidential Information Memorandum ("CIM"), Teaser and Prospective Buyers List) and internal emails on same.	1.0

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DETAILED SUMMARY – November 26 to December 8, 2018

Dec 3	Further review the draft materials for the Sale Process and internal discussions/emails on same; internal discussions and emails on open receivership matters; emails with [REDACTED] on insurance matters; internal emails on December rent payments and finalize related disbursements; teleconference with Assembly Companies (asset manager/broker) regarding the Loris facility; review the draft Manufacturing Services Agreement with Advanced Extraction Systems (the “AES MSA”) and internal emails/emails with Cox & Palmer on same.	5.6
Dec 4	Internal discussions and emails on open receivership matters; internal emails/emails with Cox & Palmer on iterations of the draft AES MSA; emails with RBC on banking and other matters; teleconference with Cox & Palmer on open receivership matters; emails with Cox & Palmer on the Loris facility.	3.3
Dec 5	Review the updated and extended cash flow forecast to support Receiver Certificate No. 2 and internal discussions/emails on same; emails with RBC on Receiver Certificate No. 2; internal emails on the Wage Earners’ Protection Program (“WEPP”); internal discussions and emails on open receivership matters; review and revise the draft statutory Notice and Statement of Receiver (“Statutory Notice”).	2.7
Dec 6	Internal discussions and emails on open receivership matters; review and finalize disbursements; teleconference with Cox & Palmer on open receivership matters; finalize the Statutory Notice for mailing to creditors.	2.2
Dec 7	Review the draft letter to [REDACTED]. (a landlord) and internal discussion on same; review the Escrow Agreement with Province Brands; respond to and/or route customer inquiries; internal teleconference, discussions and emails/emails with Cox & Palmer on open receivership matters.	1.8
TOTAL – A. Hutchens		41.3 hrs.



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DETAILED SUMMARY -- November 26 to December 8, 2018

J. Nevsky

Hrs.

Nov 26	Attend at Cox & Palmer's offices to prepare for the anticipated commencement of the receivership; teleconferences with a stakeholder group on the potential acquisition of RBC's debt and teleconferences/emails with RBC and A&B on same; final preparations with Cox & Palmer prior to receivership Court hearing; attend at DME's premises to perform walk through of the Charlottetown facilities and take possession and control as Receiver; meetings with former DME personnel regarding the receivership proceedings and go-forward arrangements as contractors; discussions with A. Tilman on the Abbotsford locations; discussions with A. Hutchens and R. Gruneir on Day 1 activities; prepare update email to RBC regarding the commencement of the receivership and Day 1 activities; review of projects work-in-progress schedule.	10.2
Nov 27	Meeting with [REDACTED] (former CFO) to identify key staff required to review ongoing projects and assess economics of restarting certain manufacturing operations at the Charlottetown and Abbotsford facilities; meeting with representatives of DME's former employee association regarding the receivership proceedings and go-forward plans; further review of the projects work-in-progress schedule; meeting with [REDACTED] and [REDACTED] to discuss Atlantic Systems Manufacturing ("ASM") and taking possession and control of ASM's facility; numerous discussions with customers, creditors and other stakeholders; meetings with former DME personnel to review the projects work-in-progress schedule and prepare strategy and model to restart certain manufacturing at the Charlottetown facility; discussions with A. Hutchens and Cox & Palmer on various receivership matters, including employee association, contractor agreements, Loris location and banking; discussions with [REDACTED] and [REDACTED] on the Sales Process; discussions with potential bidders regarding the Sale Process.	9.0



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DETAILED SUMMARY – November 26 to December 8, 2018

Nov 28	Further meetings with former DME personnel to review the projects work-in-progress schedule and Charlottetown operations model; meeting with R. Gruneir and former DME personnel regarding the Sales Process and preparation of marketing materials, virtual data room (“VDR”) and potential buyers list; meeting with ██████████ and ██████████ regarding AR and customer accounts; discussions with former DME personnel regarding contractor agreements; meeting with R. Gruneir and R. Jones on former employee matters, including payroll, vacation pay accrual and other outstanding matters; discussions with P. Williams on the former employee association, NSI litigation and customer discussions; discussions with potential bidders regarding the Sales Process; review the form of non-disclosure agreement (“NDA”) to be utilized in the Sales Process and discussions with Cox & Palmer on same; discussions with R. Gruneir on the creditors list, draft Statutory Notice and Receiver’s website.	9.5
Nov 29	Discussions with A. Hutchens and P. Williams on open receivership matters, including restarting certain manufacturing licenses, the former employee association, negotiations with AES and the related manufacturing agreement; emails with J. Ip on the Sales Process, potential buyers list and population of the VDR; meeting with representatives of AES to discuss go-forward arrangements; numerous discussions with customers and other stakeholders regarding the receivership proceedings, status of deposits and ongoing projects; discussions with potential bidders regarding the Sales Process; review of the draft Bill of Sale and Release forms and discussions with Cox & Palmer on same; discussions with ██████████ on restarting certain manufacturing and draft contractor agreements; meetings with ██████████ and ██████████ to develop personnel plan and production schedule.	8.0

Nov 30	Meeting with M. [REDACTED], [REDACTED] and former sales personnel on the sale of certain finished goods and related negotiations; meeting with [REDACTED] on the status of projects and the sale process for ASM; discussions with A. Tilman and V. Wong on Abbotsford matters, including the status of certain projects and sale of finished goods; discussion with P. Williams on vendor and customer matters; review of marketing materials with [REDACTED] and drafting of CIM and Teaser; discussions with potential bidders in the Sales Process, including due diligence matters for ASM; review of final personnel schedule and review the independent contractor agreement; discussions with [REDACTED] and P. Williams on workplace safety matters and registration with the Province; prepare outline of agreed terms with AES on go-forward production; review of marked-up NDA and discussions with Cox & Palmer on same.	10.4
Dec 1	Review and revise the Sales Process marketing materials, including the CIM and Teaser; review of financial and operational documents for uploading to the VDR and discussions with J. Ip and R. Gruneir on same.	4.5
Dec 2	Review of the Sales Process potential buyers list; preparation of a Sale Process update deck for RBC; review the revised draft Asset Purchase Agreement (“APA”); discussion with a potential purchaser of ASM; further revisions to the CIM and finalize Teaser.	4.0
Dec 3	Meeting with returning production and manufacturing personnel to address questions regarding the receivership and go-forward arrangements as contractors; reach-outs and emails with potential bidders; discussions with J. Ip on opening the VDR and review of same; discussions with P. Williams on manufacturing licenses and related operating matters; meeting with representatives of AES to discuss the draft AES MSA; emails with customers regarding deposits, finished products and to coordinate pick-up; meeting with a potential purchaser of ASM at ASM’s premises; discussions with R. Gruneir on the Loris facility, operations and personnel matters.	10.5

Dec 4	Discussions with a customer regarding an escrow agreement and follow-up discussions with Cox & Palmer on same; meeting with ██████████ to discuss production schedule and inventory requirements; discussions with potential bidders and diligence matters; review of marked-up NDAs; discussion with P. Williams on Provincial operating licenses and certifications; review of Sales Process potential buyers list with J. Ip; discussion with AES on payments and the AES MSA; meetings and discussions with project teams on the sale of finished goods and release of completed systems; deposit cheques at local RBC branch; discussions with V. Chan on employee and payroll matters for Abbotsford; discussions with P. Williams on correspondence to the Province on operating licenses; review and finalize the Bill of Sale and Release forms; review of cash flow forecast with R. Gruneir and A. Hutchens.	8.5
Dec 5	Discussions with potential bidders on diligence matters; discussions with J. Ip and review of documents uploaded to the VDR; review draft escrow agreement and discussions with P. Williams on same; diligence correspondence with a potential purchaser of ASM and site visit at ASM; review of NDAs and discussions with Cox & Palmer on same; meeting with R. Gruneir and ██████████ regarding a subcontractor ██████████ and related matters; review of the ██████████ lease and discussions with A. Hutchens and P. Williams on obtaining access to that facility; discussions with customers regarding payments and pick-up of finished product; discussions with A. Tillman and A. Hutchens on the Sales Process and asset appraisals.	8.2

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Dec 6	Meeting with representatives of the Province on certain operating licenses and certifications required for go-forward manufacturing; discussions with A. Hutchens and P. Williams on obtaining access to the 22 McCarville facility; review of draft escrow agreement and discussions with P. Williams on same; diligence calls with potential bidders; meeting with [REDACTED] and [REDACTED] on the production schedule and review of progress to-date; review of purchase orders and coordinate payment to a vendor for completion of insulation services; review of customer change order and discussions with [REDACTED] on same; discussions with A. Hutchens on the Sales Process, including matters related to the sale of ASM; facilities tours with a representative of Maynards; review of NDAs and discussions with potential bidders on same; review of potential buyers list with J. Ip and progress to-date; discussions with [REDACTED] on logistics matters and arrangement of shipping on behalf of customers retrieving finished products; review of payroll detail for Week 1 with [REDACTED] and coordinate payments.	9.0
Dec 7	Discussions with A. Singels-Ludvik on payroll and banking matters; meetings with production personnel on progress to-date and go-forward manufacturing schedule; review of draft letter to the landlord of [REDACTED] and discussions with A. Hutchens on same; discussions with a customer on finalizing the draft escrow agreement and related logistics planning; discussions with A. Hutchens and A. Tillman on the Abbotsford locations, Sales Process and open receivership matters; site walk through at ASM with potential bidders; discussions with potential bidders on diligence matters; deposit cheques at local RBC branch; meeting with project team to review overtime hours; review of cash flow forecast with R. Gruneir.	8.0
TOTAL – J. Nevsky		99.8 hrs.



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DETAILED SUMMARY – November 26 to December 8, 2018

R. Grunier

Hrs.

Nov 26	Attend at Cox & Palmer's offices to prepare for the anticipated commencement of the receivership; review financial workbook and prepare information for the CIM; email to ██████████ to set-up Receiver's website; call with IT to set-up email and hotline number; arrange for locksmith to meet at DME facilities following issuance of the Receivership Order; attend at DME premises and meetings with ██████████ and ██████████ regarding go-forward plans; tour DME facilities and photograph material assets; meet with locksmith and oversee changing of all external door locks and garage bays; change alarm codes at both facilities; arrange for over-night security for both facilities.	11.0
Nov 27	Emails with P. Williams to obtain copies of the Motion materials, Affidavit and Service List to upload to the Receiver's website; arrange uploading of FAQs to the Receiver's website; emails with customers and suppliers regarding the receivership; meet with ██████████ to discuss payroll matters; discussions with ██████████ regarding creditor noticing requirements; emails with benefits providers to advise of the receivership appointment; meet with several creditors to provide update on receivership proceedings; prepare letter to IT service providers for continuation of services; document all Form 75s submitted (30-day goods) for review; discussions with ██████████ on employee termination letters, review same and send to all employees; emails with ██████████ to upload Motion materials, Affidavit and appendices to the Receiver's website.	11.5
Nov 28	Respond to numerous inquiries from creditors; prepare updated cash flow to support funding requirements for Week 1; internal discussions and emails on the cash flow forecast and revisions to same; prepare template for RBC to track cash receipts into DME's bank accounts; prepare Box for VDR purposes; attend ASM facilities to inspect and allow access to former employees; meeting with ██████████ (insurance broker) to discuss insurance situation and go-forward plans; begin preparation of creditor listing required for the Statutory Notice; discussions with ██████████ on payroll requirements for Week 1, calls with ALP to discuss same; emails with A. Hutchens on insurance matters.	11.0

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Nov 29	Meet with J. Nevsky and AES to discuss go-forward plans; emails with A. Singels-Ludvik and A. Du on banking matters and to coordinate wire payments to ADP for payroll; call with ██████ to discuss payroll timelines, etc.; call with ██████ and ADP to provide status update and deadlines for payroll funding; emails with IT to correct hotline voicemail; prepare lease schedule of all rent and CAM payments for ██████ review; emails with FCA Insurance on insurance matters; discussions and emails with creditors to provide updates, etc.; provide wire confirmations to ADP and ensure funding received; emails with A. Tillman on fixed asset listings; discuss work plan with J. Nevsky and provide to A. Hutchens for review, call with J. Nevsky and A. Hutchens to discuss same; call with M. Lee to discuss WEPP and provide required documentation; correspondence with O. House on various matters.	9.5
Nov 30	Respond to numerous customer and creditor inquiries; coordinate payments for rents and insurance; emails with A. Du to confirm transfer of cash received into DME accounts to the Receiver's trust accounts; emails with Syspro to finalize go-forward payment for IT services; provide A. Hutchens with AR listings; draft email for D. Green for communications with landlords; emails with FCA Insurance on DME's current policy, provide A. Hutchens with same; emails with A. Du on transfers to the Receiver's trust accounts; discussions with J. Ip on the VDR and required updates; revise the schedule of rent payments to ensure proper wires are sent.	9.5
Dec 1	Respond to numerous customer and creditor inquiries; emails with J. Nevsky on open receivership matters; compile schedules to assist Maynards in its appraisal; prepare operating model workbook for VDR; prepare schedules for CIM; emails with ██████ on the operating model; additional updates to the operating model based on J. Nevsky comments.	5.5
Dec 2	Further update the operating model; provide lease breakdown to K. Plunkett of A&B; review the draft CIM and provide comments to J. Nevsky.	2.1



- Dec 3 Attend at ASM's facilities to meet with locksmith and secure all external doors and garage bays; review A. Hutchens comments on the draft CIM and update accordingly; discussion with ██████ to determine plan for former employees to retrieve all personal belongings; teleconference with ██████, real estate broker for Loris facility, to obtain update; emails with ██████ and ██████ on order status emails; provide ██████ with finalized CIM and operating model for his review; meet with ██████ to discuss mailing requirements; emails with P. Williams on the Loris location; discussions with ██████ regarding creditor listing and requirement to add certain customers, landlords, utility providers, tax authorities and independent contractors; review comments provided by ██████ on the operating model and provide to J. Ip to upload to VDR; correspondence with A. Du to provide update on cash receipts; forward several emails to order status address for management review; further work on creditor listing required for the Statutory Notice; discussions with ██████ on accrued vacation pay; meet with former employees to oversee retrieval of personal belongings. 10.2
- Dec 4 Respond to numerous customer and creditor inquiries; draft release letter for employee retrieval of personal belongings; continue work to compile creditor listing for the Statutory Notice; prepare mail merge schedules to assist with mailing to creditors; emails with M. Lee on lease payments for the Abbotsford locations; emails with A. Du to ensure cash receipts were transferred to Receiver's trust account; review updated operating model provided by ██████ and upload to VDR; discussion with A. Singels-Ludvik on mailing requirements for Statutory Notice; emails with several customers regarding the status of projects, etc.; organize continuance of service with propane supplier; revise the cash flow forecast for Week 2 funding request and discussions with J. Nevsky on same; meet with former employees to oversee retrieval of personal belongings. 9.6

Dec 5	Finalize the cash flow forecast and send to A. Hutchens for review; teleconference with A. Hutchens on cash flow forecast and funding requirement for Week 2; update cash flow forecast based on A. Hutchens comments and send for review; discussions with R. Jones regarding accrued vacation pay; emails with ██████ to outline tasks to complete; correspondence with several creditors to discuss current timelines, etc.; finalize the Statutory Notice and send to A. Tillman and A. Hutchens for review; review additional comments provided by A. Hutchens on cash flow and update accordingly; further revisions to the Statutory Notice; forward several emails to the order status team for review; emails with A. Du to confirm transfers to Receiver's trust accounts; meet with former employees to oversee retrieval of personal belongings.	10.1
Dec 6	Emails with A. Singels-Ludvik to coordinate wire payments to ADP to fund payroll; review active project list provided by J. ██████ and update creditor listing to reflect only active projects; circulate revised Statutory Notice for final review; emails with J. ██████ on the set-up of new ADP accounts; respond to creditor inquiries; review VDR and obtain additional information to upload; emails with J. Ip for VDR updates; call with ██████ and ██████ to discuss current situation with ZR and go-forward plans; send final Statutory Notice to A. Singels-Ludvik for submission to OSB; emails with ██████ to add the Statutory Notice to the Receiver's website; update owned and leased asset schedule and provide to J. Ip to upload to VDR; oversee mailing of Statutory Notice to creditors; meet with a customer to discuss options for equipment; meet with former employees to oversee retrieval of personal belongings.	9.5
Dec 7	Emails with a customer to coordinate final payment for equipment purchase; review all submitted Form 75s and prepare schedule to assist in review; call with a customer on the sale of equipment; meet with ██████ trailer rentals and assist with the removal of a trailer; review cash receipts tracker provided by A. Du and update cash flow forecast to incorporate same; discussion with creditors regarding go-forward plans; emails with a customer to finalize sale of equipment; meet with ██████ and ██████ to discuss Form 75 review requirements; further discussions regarding positive cash flow projects; emails with ADP on the set-up of new accounts; discussions with ██████ regarding go-forward plans; meet with former employees to oversee retrieval of personal belongings.	8.0

DME Limited Partnership – 818344

DETAILED SUMMARY – November 26 to December 8, 2018

Dec 8	Emails with J. Nevsky and A. Tillman on open receivership matters; internal emails on negotiations with ZR.	0.6
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TOTAL – R. Gruneir	108.1 hrs.
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A. Singels-Ludvik

Hrs.

Nov 26	Emails with A. Hutchens on banking matters; emails with RBC regarding activation of future use account and set-up of USD bank account, follow-up call with [REDACTED] of RBC on same; email to [REDACTED] of RBC on deposit interest on CAD account and confirmation of same; arrange initial order of Receiver's cheques through RBC from Davis & Henderson.	1.4
Nov 29	Prepare/process wire transfer forms for ADP and fax to RBC for processing, follow-up with RBC on same; update Schedule of Receipts and Disbursements ("R&D").	0.5
Nov 30	Process invoice insurance premium installment; process invoice for payment - prepare wire transfer form for same, fax to RBC for processing and follow-up with RBC on same; update R&D.	0.5
Dec 3	Discussion with RBC to confirm incoming wire transfer; request bank account activity schedule to-date; arrange transfer of USD to CAD account – prepare RBC transfer form for same and email to RBC for processing, follow-up with RBC on same; emails with J. Nevsky/R. Gruneir on landlord payments; process cheques/wire transfer forms for landlord payments and fax to RBC for processing; update R&D.	3.3
Dec 4	Discussion with RBC wires department for confirmation of wire payments to landlords; review email from J. Nevsky on cheque deposit and request back-up on same; review emails from R. Gruneir regarding the creditor listings, format same to prepare labels for mailing of Statutory Notice.	4.5
Dec 5	Continue review of labels created from creditor listing; email final documents to R. Gruneir for mailing of Statutory Notice; process several invoices/payroll cheques for payment; discussion with RBC to confirm incoming wire.	6.5
Dec 6	Discussions with the OSB regarding the Statutory Notice; process wire payments to ADP for payroll; process additional wire payments; emails/discussions with J. Nevsky on deposit procedures at local RBC branch and provide Toronto RBC contact; update R&D.	2.2



DME Limited Partnership – 818344
DETAILED SUMMARY – November 26 to December 8, 2018

Dec 7	Emails with R. Gruneir on the payroll payment schedule and several follow-up discussions on same; process payroll cheques for the period Nov 27 to 30; update R&D; various other R&D and payroll matters.	3.1
TOTAL – A. Singels-Ludvik		22.0 hrs.

<u>J. Ip</u>		<u>Hrs.</u>
Dec 3	Assist with drafting of CIM; discussions and emails with potential bidders, and discussions with J. Nevsky on same.	4.2
Dec 4	Discussions and emails with potential bidders, and discussions with J. Nevsky on same; review documents and upload same to VDR.	3.5
Dec 5	Review inventory detail and prepare summary schedule; review documents and upload same to VDR; discussions with J. Nevsky regarding the Sales Process and potential bidders; discussions and emails with potential bidders.	4.8
Dec 6	Discussions and emails with potential bidders, and discussions with J. Nevsky on same.	2.5
Dec 7	Discussions and emails with potential bidders, and discussions with J. Nevsky on same; prepare update deck for RBC on the status of the Sales Process.	4.2
TOTAL – J. Ip		19.2 hrs.

Abbotsford

<u>A. Tillman</u>		<u>Hrs.</u>
Nov 22 *	Receivership planning matters; review initial work plan/task list; review other background information.	1.5
Nov 23 *	Receivership planning matters; teleconference with A&B and MLT regarding the draft Receivership Order; further review the draft Receivership Order and email comments on same.	2.8
Nov 26	Travel to Abbotsford locations and conduct town hall meetings with employees; meeting with former personnel regarding security and access, customers and employee matters; internal discussions and emails on Day 1 receivership matters.	8.5



DME Limited Partnership – 818344
DETAILED SUMMARY – November 26 to December 8, 2018

Nov 27	Meet with ██████████ and former management regarding status and receivership planning; tour all Abbotsford locations; meet with ██████████ on landlord matters and litigation with DME; respond to customer, creditor and potential bidder, inquiries; call with Fasken regarding the ██████████ litigation.	9.0
Nov 28	Internal planning meeting; review project status and related calls with customers; discussions and emails with landlords, customers and creditors claiming 30-day goods; attend to insurance matters; internal discussions on open receivership matters.	8.5
Nov 29	Attend to insurance matters; review WIP and internal meeting on same; respond to customer inquiries; attend to the engagement of Maynards.	6.0
Nov 30	Call with former personnel regarding WIP and production analyses; respond to customer and creditor inquiries; review WIP.	5.0
Dec 3	Review the draft CIM; internal planning calls on WIP; review legal correspondence regarding release and sale documents; review project status and related calls with customers; review severance and WEPP claim schedule.	4.0
Dec 4	Draft Asset Parcel Information Package (“APIP”); internal planning calls on WIP sales; calls with ██████████ regarding WIP purchase; review related correspondence; review draft PPSA notice; attend to internal email correspondence.	5.5
Dec 5	Further draft the APIP and coordinate compilation of information for lots; call with ██████████ counsel regarding WIP status; review creditor correspondence and lists; attend to cash flow forecast; calls with liquidators; attend to internal email correspondence.	3.8
Dec 6	Review and revise the APIP; review customer billing status; internal planning regarding APIP approach and parcel support; call with Labatt on various orders and site visit; email correspondence regarding same.	3.8
Dec 7	Attend to various customer correspondence and WIP sales matters; internal meeting and call regarding same; call with Cox & Palmer regarding the draft APIP.	3.0
TOTAL – A. Tillman		61.4 hrs.
<i>* Time not previously billed</i>		



DME Limited Partnership – 818344

DETAILED SUMMARY – November 26 to December 8, 2018

<u>V. Chan</u>		<u>Hrs.</u>
Nov 27	Review current projects work-in-progress; attend to general administrative matters; draft task and term employment letters; review payroll information and group termination regulations; attend to statutory PPSA notices; attend to fixed asset and capital asset matters.	8.0
Nov 28	Finalize task and term employment letters and discussion with contractors regarding same; internal discussion regarding projects work-in-progress; respond to customer and creditor inquiries; discussion with ██████ on projects work-in progress and review analysis of same; coordinate appraisals; discussion with insurance broker.	8.0
Nov 29	Attend to insurance matters; review and analysis of work-in-progress and other scheduled projects; discussions with customers and suppliers regarding unpaid goods; attend to third-party property and 30-day goods matters; request and review AR relating to projects; coordinate site visits for appraiser.	8.0
Nov 30	Telephone call with ██████ and ██████ on projects work-in-progress; attend to insurance matters; follow-up on vehicles and other fixed assets; discussions with customers interested in purchasing equipment; respond to inquiries from potential bidders in the Sales Process; review and analysis of projects work-in-progress; attend to payroll matters; coordinate appraiser site visits.	8.0
Dec 3	Attend to general administrative matters; follow-up on 30-day goods claims and meet with suppliers; analysis and discussions with customers regarding project status and outstanding AR; review and analysis of projects work-in-progress; attend to payroll matters; attend to WEPP matters.	9.0
Dec 4	Attend to final payroll matters; discussions with ██████ on AR and sales tax matters; discussions with ██████ regarding projects work-in-progress and review and analysis of same; review outstanding electrical work and coordinate inventory staff; meet with ██████ on-site regarding work-in-progress tanks; coordinate with appraiser staff; discussions with customers on their projects.	9.0
Dec 5	Discussions with legal counsel to customers regarding the status of work-in-progress and next steps; review PPSA advertisement; review and analysis of projects work-in-progress; attend to inventory matters.	8.0



DME Limited Partnership – 818344

DETAILED SUMMARY – November 26 to December 8, 2018

Dec 6	Discussion with a customer regarding their project, review related sales contract – assess status and preliminary valuations; draft Bills of Sale and Final Releases; review contractor invoices and send for payment; follow-up with information for a customer.	3.0
Dec 7	Review and update project status for VDR; discussions with customers and/or their legal counsel regarding their projects and review related sales contracts, status and preliminary valuations; follow-up on in-progress builds; discussion with [REDACTED] on sales taxes; follow-up on deficiencies related to completed projects; draft Bills of Sale and Final Releases for three customers.	4.0
TOTAL – V. Chan		65.0 hrs.

M. Lee

Hrs.

Nov 26	Attend employee meeting; respond to employee inquiries on employment matters and receivership proceedings; discussion with payroll coordinator on employee lists; discussion with IT personnel on computer inventory and indexing; secure company credit cards; oversee retrieval of employee tools; call with [REDACTED] on the reclamation of property; call with security companies for changing locks and alarm codes and coordination of same.	8.0
Nov 27	Respond to employee inquiries; discussion with [REDACTED] on employee lists and data parameters; discussion with IT personnel on computer inventory and indexing; oversee retrieval of employee tools; secure company credit cards; review former employee staff rates for task and term agreements; respond to creditor inquiries; meeting with landlord at Simpson Road office; draft Form 75 – Reclamation of Property and Form 74 – Property Proof of Claim and correspondence with suppliers regarding same; compile and review facility leases.	8.0
Nov 28	Draft correspondence and notify landlords of receivership; discussions with landlords regarding the receivership proceedings; attend to creditor correspondence; attend to correspondence with [REDACTED] on various employee matters including WEPP, stub period payments, etc.; review employee list; prepare lease schedule.	5.5
Nov 29	Review employee list and attend to clarifications on same; respond to creditor inquiries; finalize lease schedule; oversee retrieval of employee tools; attend to correspondence with suppliers on 30-day goods claims.	4.0



DME Limited Partnership – 818344

DETAILED SUMMARY – November 26 to December 8, 2018

Nov 30	Respond to customer, supplier and employee inquiries; attend to correspondence on computer listing; draft WEPP instruction letter; correspondence with payroll administrator on employee lists; prepare draft analysis of BC employee claims; respond to inquiries from potential bidders.	8.0
Dec 3	Discussions with landlords on December rents and internal emails on same; review employee list and obtain clarifications on same; attend to correspondence with suppliers and creditors regarding 30-day goods; respond to creditor enquiries.	7.0
Dec 4	Respond to creditor enquiries; attend to correspondence with lessors and suppliers regarding leased equipment and 30-days goods claims; call with Service Canada on WEPP matters; correspondence with [REDACTED] on payroll submissions and employee list data and seek clarifications on same; correspondence regarding the return of a vehicle; prepare draft PPSA newspaper notice and coordinate publication; review employee lists from [REDACTED]; correspondence with landlords regarding December rents.	4.5
Dec 5	Respond to creditor enquiries; emails with [REDACTED]s on employee list clarifications and data parameters; respond to landlord rent inquiry; call with [REDACTED] on payroll entries and identification of books and records for destruction and storage; emails with Clearway Rentals on return of vehicle; internal discussion on inventory listings.	4.0
Dec 6	Respond to former employees regarding WEPP and other matters; respond to potential bidders and potential tenants; review employee list and draft correspondence to [REDACTED] regarding same; call with former employee on leased vehicle; review utilities vendor list and draft correspondence regarding same; review computer listing and internal discussion on same; review contractor invoices.	3.5
Dec 7	Respond to employee inquiries; call with [REDACTED] regarding employee list clarifications and WEPP matters; respond to supplier inquiries; call with Trojan Alloys on interest in scrap metal; emails with potential Progressive Way tenant on interest in purchasing furniture assets; contact lessors regarding equipment leases; review contractor invoices.	3.5
TOTAL – M. Lee		56.0 hrs.





Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

January 7, 2019

Royal Bank of Canada
222 Bay Street, 24th Floor
Toronto, Ontario M5K 1G8

Attention: Mr. Gary Ivany, Senior Director, Group Risk Management

DME LIMITED PARTNERSHIP, ET AL
RE: INVOICE #2 – 818344A and 818344B

For professional services rendered in our capacity as Court-appointed Receiver pursuant to the Receivership Order dated November 26, 2018, for the period December 9 to 22, 2018.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<u>Charlottetown/Head Office</u>			
A. Hutchens, Senior Vice-President	14.6	\$860	\$12,556.00
J. Nevsky, Senior Director	92.1	\$645	59,404.50
R. Gruneir, Senior Associate	100.3	\$450	45,135.00
A. Singels-Ludvik, Associate	21.5	\$325	6,987.50
J.L. Ip, Analyst	32.7	\$325	10,627.50
	<u>261.2</u>		<u>\$134,710.50</u>
<u>Abbotsford</u>			
A. Tillman, Senior Vice-President	21.1	\$750	\$15,825.00
V. Chan, Director	73.0	\$465	33,945.00
M. Lee, Senior Associate	48.3	\$375	18,112.50
M. Cheung, Administrator	14.4	\$175	2,520.00
	<u>156.8</u>		<u>\$70,402.50</u>
	<u>418.0</u>		<u>\$205,113.00</u>

Voluntarily reduced to: \$188,210.50

Add: Out of pocket expenses, including
airfare, hotels and meals

5,529.72
\$193,740.22

Add: HST @ 13%

25,186.23

TOTAL INVOICE

\$218,926.45

Mailing Instructions:

Alvarez & Marsal Canada Inc.
Attn: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada U/LC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	5519970
Reference #:	DME Limited (818344A/B) – Inv. #2
HST#:	83158 2127 RT0001

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

Charlottetown/Head Office

A. Hutchens

Hrs.

Dec 10	Internal discussions and emails on open receivership matters; respond to and/or route customer and prospective purchaser inquiries; teleconference with Cox & Palmer on open receivership matters; review and finalize ADP re-enrollment forms.	2.3
Dec 11	Internal discussions and emails on open receivership matters; respond to and/or route customer inquiries.	1.5
Dec 12	Internal discussions and emails on open receivership matters.	0.7
Dec 13	Internal discussions and emails on open receivership matters; review the draft liquidation analysis and internal emails on same.	1.8
Dec 14	Review iterations of the draft liquidation analysis and internal discussions/emails on same; respond to and/or route customer and creditor inquiries.	2.0
Dec 17	Internal discussions and emails on open receivership matters; review the memorandum prepared by Cox & Palmer to summarize the litigation/arbitration related to the NSI acquisition; teleconference with Cox & Palmer on the Loris location, Sales Process and supplier matters.	1.3
Dec 18	Teleconference with RBC, Aird & Berlis and Cox & Palmer on the NSI litigation/arbitration; internal discussions and emails on open receivership matters; review the WEPP analysis and draft notice to former employees; review and revise the draft process letter for the Sale Process.	2.2
Dec 19	Internal discussions and emails on open receivership matters and the Sales Process; internal emails on the WEPP analysis and draft notice to former employees; review and respond to correspondence from Livingston regarding held goods-in-transit and emails with Cox & Palmer on same.	1.5
Dec 20	Review the revised draft process letter for the Sale Process and internal discussion on same; internal discussions and emails on open receivership matters; review the draft form of three-party Escrow Agreement to facilitate completion of components held by ██████████ ██████████ in China	1.3
TOTAL – A. Hutchens		14.6 hrs.



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

J. Nevsky

Hrs.

Dec 10	Meeting with the landlord regarding obtaining access to the 22 McCarville location; discussions with potential bidders regarding the Sales Process and diligence matters; finalize the escrow agreement with [REDACTED]; discussions with A. Hutchens and P. Williams regarding [REDACTED] production agreement and outstanding litigation; discussions with R. Jones and R. Gruneir regarding payroll matters; discussions with a potential bidder regarding ASM; email correspondence with A. Tilman and V. Chan regarding Abbotsford and the sale of finished goods; discussion with [REDACTED] to open new account and arrange delivery of oil; discussions with [REDACTED] and [REDACTED] regarding ongoing projects and production schedule and related correspondence with customers and their legal counsel; discussions with J. Ip regarding the Sales Process data room; discussion with AESI regarding production agreement and payment of outstanding accounts; review of marked-up confidentiality agreements from prospective bidders.	8.6
Dec 11	Meeting with representative of the landlord of the [REDACTED] location to obtain access and facility site walk through with [REDACTED]; respond to customer, vendor and other stakeholder inquiries; finalize customer escrow agreement with P. Williams and customer and coordinate pick-up of product; discussions with R. Gruneir and D. Green regarding options to re-engage with [REDACTED] subcontractor; discussions and emails to respond to Sales Process diligence questions and coordinate meetings with former members of DME's management; respond to customer inquiry regarding sale of stock tanks and miscellaneous parts; discussions with A. Singels-Ludvik on banking matters and deposit cheques at bank; discussions with representatives of [REDACTED] on invoicing matters and disputed items; review of marketing materials and data room prior to delivery to potential bidder of NSI; discussions with RBC on receivership matters/status of proceedings; attend at the ASM site with a potential bidder; review of fabrication and employee count schedules with the manufacturing team.	8.2

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

- Dec 12 Multiple diligence meetings with [REDACTED] and potential bidders regarding both DME and ASM; finalize and execute AESI manufacturing agreement with P. Williams and representatives of AESI; meeting with [REDACTED] (DME) regarding operating certifications and to organize a meeting with U.S. governing body (ASME); respond to emails and voice messages from customers and other stakeholders regarding outstanding deliveries and account balances; review of pre-filing wages and accrued vacation with R. Jones; follow-up emails with potential bidders; discussion with R. Gruneir and P. Williams regarding [REDACTED] subcontractor matters; email correspondence with V. Chan on finalizing deliveries and collection of accounts; discussions with R. Gruneir on project status summary and preparation of liquidation summary. 8.6
- Dec 13 Discussions with prospective bidders on diligence and organizing management presentations; diligence meeting with [REDACTED] and a potential bidder; meeting with potential bidder for ASM to discuss diligence items and next steps; discussions with J. Ip regarding contact list and diligence requests for the Sales Process; discussion with A. Hutchens regarding the draft liquidation analysis, [REDACTED] subcontractor agreement and other receivership matters; discussion with P. Williams on Sales Process matters and draft purchase agreements, the [REDACTED] based subcontractor and certain litigation matters; finalize pre-filing wages and accrued vacation pay schedule with [REDACTED] and discussions with A. Singels-Ludvik regarding same; review of invoices and coordinate processing payments with A. Singels-Ludvik; discussion with V. Chan and J. Ip to schedule site visits with liquidators; review of confidentiality agreement and discussion with a potential bidder regarding same; review and update the draft liquidation analysis. 10.6
- Dec 14 Review marked-up non-disclosure agreements and respond to potential bidders regarding same; meeting with [REDACTED] on a fabrication and plant overview presentation; review of weekly AESI invoices and discussions with [REDACTED] on regarding same; discussions with [REDACTED] and [REDACTED] to plan for management presentations and plant tours; discussion with A. Hutchens on the draft liquidation analysis and review/revise same; respond to inquiries from customers on outstanding deposits and undelivered product; discussions with potential lenders regarding status of the Sales Process; discussions with potential lenders regarding the Sales Process and financing alternatives; finalize the liquidation analysis. 7.5

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

Dec 15	Emails with P. Williams regarding NSI transaction arbitration and related escrow balance, review of Loris property considerations, China contractor communications and other matters; review of ASM receivable listing and collections-to date and discussions with J. Ip regarding same; correspondence with ██████████ on the Sales Process and diligence inquiries regarding certain equipment and manufacturing processes; correspondence with potential bidders in Sales Process.	2.5
Dec 16	Review of project status summary and correspondence with customers regarding status of systems; emails with a liquidation group to schedule site visits; discussions with R. Gruneir regarding communications and strategy with ██████████ manufacturing subcontractor; draft of Sales Process Bid Instruction Letter; review Sales Process tracker with J. Ip and draft update email to RBC and working group.	1.8
Dec 17	Review of production schedule and executed release forms and discussions with ██████████ and ██████████ regarding expected payments and deliveries for the week; review of Advanced Extraction invoices and draft email to deliver invoices to customer; attend management meeting at DME premises group representing a potential purchaser; discussions and emails with potential bidders regarding diligence inquiries; discussion with ██████████ and ██████████ regarding production/deliveries during the holiday break and review of proposed employee schedule during that period; financial diligence call with ██████████ and potential bidder; review of customer account and discussion with ██████████ regarding proposed change orders; discussions and emails with P. Williams on the preparation of a draft asset purchase agreement for ASM; discussions with A. Hutchens and RBC regarding the draft liquidation analysis and update on the Sales Process; review of draft memorandum from Cox & Palmer regarding the NSI acquisition arbitration; further meetings at DME premises with potential bidder.	10.4



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

Dec 18	Telephone call with customer regarding final payment and release of equipment; meeting at DME premises with representatives of potential bidder; discussion with potential ABL lender regarding the Sales Process and diligence questions; correspondence with potential bidders regarding scheduling management meetings/calls and diligence inquiries; discussion with a customer regarding escrow agreement and delivery arrangement for equipment; telephone meeting with legal counsel to a customer regarding delivery of equipment and arrangements with subcontractor in [REDACTED]; discussion with P. Williams on open receivership matters; review of ASM customer invoices and discussion with customer to arrange payment and organize pick-up of equipment; attend diligence meeting with R. Gruneir and potential purchaser; meeting with [REDACTED] and [REDACTED] regarding production/delivery plan and review of customer accounts and release forms; discussion with [REDACTED] and a representative from [REDACTED] regarding status of receivables and production of systems; teleconference with [REDACTED] and P. Williams on the Sales Process and process letter, and update draft letter accordingly; respond to numerous diligence inquiries from potential bidders and lenders participating in the Sales Process.	8.5
Dec 19	Review of correspondence from legal counsel to [REDACTED] regarding the status of pre-receivership shipments and lien assertions, and discussions with A. Hutchens and P. Williams regarding same; correspondence with customer regarding status of delivery, scheduling of installation contractor and release of escrow funds; review of cash flow forecast with R. Gruneir; meeting with [REDACTED] of DME regarding ASME certification and correspondence with governing body; meeting with representatives of [REDACTED] regarding production schedule and status of payments; attend management meetings at DME premises with representative of potential purchaser group; discussions with P. Williams regarding communications with [REDACTED] manufacturing subcontractor and escrow agreement; correspondence with potential purchasers regarding the Sales Process and diligence inquiries; discussion with a customer regarding status of delivery and payment to Receiver's account; review status of [REDACTED] projects with [REDACTED] and [REDACTED] and correspondence with customer regarding same; discussions with potential bidder, ABL Lender and [REDACTED] regarding the Sales Process and open diligence matters; discussions with P. Williams regarding ASM draft APA.	9.2

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

Dec 20	Draft letter to governing body of ASME regarding the Sales Process and ongoing operations; review of customer account and change orders with [REDACTED], discussions with customer regarding same; emails with potential purchasers regarding diligence inquiries; town hall meeting with current DME staff regarding status of receivership, Sales Process and plan for January 2019, and answer numerous questions on same; review and update Final Bid Instruction Letter; review of production schedule with [REDACTED] and [REDACTED]; discussions with P. Williams regarding escrow agreement and related negotiations with subcontractor; meeting with representatives of [REDACTED] regarding ASME certification; discussions with potential bidder for ASM to schedule site visit and review draft APA; review of accounts receivable detail and reconciliation of collections with R. Gruneir; discussions with J. Ip regarding diligence matters and population of virtual data room.	8.6
Dec 21	Meeting with potential bidder for ASM for site visit and review of equipment/inventory; delivery of Final Bid Instruction Letter to potential bidders on the DME business and discussions with various parties regarding the Sales Process and expectations on January 7 bid date; review of virtual data room and discussions with J. Ip regarding same; correspondence with installation subcontractor to schedule customer site visit; discussions with A. Tillman regarding open receivership matters and status of liquidation bids; review of DME sales projection and financial forecast for 2019 and discussions with R. Gruneir and [REDACTED] regarding same; diligence discussions with [REDACTED], [REDACTED] and representatives of a potential bidder; review of project status summary and January production schedule with [REDACTED] and [REDACTED]; teleconference with [REDACTED] and potential purchaser regarding financial diligence inquiries.	7.6
TOTAL – J. Nevsky		92.1 hrs.

R. Grunier

Hrs.

Dec 9	Update Form 75 – Demand for Repossession schedule to incorporate BIA section guidelines; draft and send email to [REDACTED] to complete schedule.	0.6
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DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

- Dec 10 Review and respond to numerous customer and creditor emails; calls with several creditors to provide update on receivership; correspondence with ADP to set-up go-forward payroll; meet with customer to sign bill of sale for equipment; meet with [REDACTED], [REDACTED], [REDACTED] and [REDACTED] to discuss requirements for sale and pick-up; draft and send emails re: same; draft and send emails to A. Hutchens to review and sign required ADP documents; review cash receipts tracker provided by RBC; review of supplier consignment agreement and discussions re: same; review and complete required documentation for HST and provide to A. Singels-Ludvik to submit to CRA. 8.1
- Dec 11 Prepare schedule outlining vacation payout and provide to [REDACTED] and J. Nevsky for discussion and review; call with [REDACTED] and [REDACTED] to discuss proposed go-forward plan and strategy; discussions with J. Nevsky regarding same; discussions with A. Singels-Ludvik regarding customer wire payment; oversee equipment pick-up to ensure all appropriate documentation prepared and product delivered to customer; discussions with J. Nevsky regarding same; calls with ADP to obtain status update for payroll set-up; discussions with [REDACTED] re: same; respond to emails from creditors; prepare equipment schedule with photos and descriptions, and provide to [REDACTED] for review; review of project analysis schedule and emails to clarify aspects of same. 10.8
- Dec 12 Teleconferences with ADP regarding go-forward payroll on new Teampay system; prepare equipment listing for Loris location and provide to J. Nevsky and [REDACTED] for review; finalize additional vacation pay schedule and provide to J. Nevsky for review; review bank activity to actualize w/e December 7th receipts and disbursements; review consignment agreement with [REDACTED] and email to [REDACTED] regarding same; review R&D prepared by A. Singels-Ludvik and update actualized weekly cash flow forecast to reconcile and align; meeting with [REDACTED] to review project analysis; discussions with [REDACTED] regarding past and future sales and processes; respond to numerous emails sent to the general receiver account; review project analysis with J. Nevsky and update based on his comments. 10.5

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

Dec 13	Meeting with [REDACTED] and [REDACTED] to discuss project analysis and update materials cost based on in-stock inventory; review email received from [REDACTED] subcontractor and emails with [REDACTED] on same; correspondence with A&M Abbotsford team to discuss several matters; review and respond to numerous emails and voicemails from customers and creditors; meet with customer to finalize sale and discussions with [REDACTED] and [REDACTED] on same; emails with ADP regarding go-forward payroll requirements; calls with ADP regarding same; review liquidation analysis and add AR collected to-date and anticipated future collections from WIP; review updated project analysis provided by [REDACTED] and finalize; meet with J. Nevsky to finalize project and liquidation analyses.	11.3
Dec 14	Discussions with [REDACTED] on payroll matters; review emails and voicemails and respond accordingly; meeting with [REDACTED] on accounting entries throughout a project life cycle; discussions regarding AR to determine if there are any additional collections; email to [REDACTED] to provide update on payroll; update cash flow forecast to incorporate updated assumptions on receipts and disbursements; review several emails and voicemails and respond accordingly; call with supplier to advise of Form 75 status; call with [REDACTED] to discuss go-forward materials arrangements; several calls and emails regarding payroll; correspondence with several customers regarding project status; discussions with A&M Abbotsford team regarding demands for repossession of goods.	7.4
Dec 15	Finalize cash flow forecast for internal review.	1.2
Dec 16	Correspondence with J. Nevsky regarding status of negotiations with China based subcontractor and emails with [REDACTED] on same; respond to creditor inquiries.	0.6
Dec 17	Respond to customer and creditor inquiries; discussions with [REDACTED] regarding several projects; management meeting with prospective bidder; discuss form 75 schedule with [REDACTED]; call with [REDACTED] of Eastlink to advise of receivership appointment and continuation of services; correspondence with F. MacInnis regarding ASM; review email sent by [REDACTED] management and discussions with [REDACTED] regarding same; respond to diligence inquiries from prospective bidders; discussions with [REDACTED] and [REDACTED] regarding funding requirements; emails with A. Singels-Ludvik to outline funding requirements; draft independent contract letters for ASM employees.	9.4



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

Dec 18	Meet with ██████ at ASM to review work to be completed; meet with liquidator at ASM to review assets; emails with A. Singels-Ludvik regarding payroll funding; review fixed asset schedule prepared by ██████ and begin preparation of pro-forma financial model; discussions with A. Hutchens and J. Nevsky regarding cash receipt forecast; teleconference with customer regarding status of equipment; meetings with ██████ to discuss pro-forma model requirement; actualize cash flow forecast for the w/e Dec 14 and provide to A. Hutchens for review; meet ██████ at ASM to review progress on completed work.	10.2
Dec 19	Review emails on numerous receivership matters and respond accordingly; meeting with J. Nevsky to discuss cash receipts; emails with A. Singels-Ludvik regarding funding payroll; emails with A. Hutchens regarding various payroll related matters; updates to cash flow forecast based on J. Nevsky's comments; review sales forecast prepared by ██████; include sales forecast in pro-forma model and update appropriately; discussions with V. Chan regarding NSI cash receipts; review accrued vacation matters and discussions with R. Jones on same; continue working on pro-forma model for prospective bidder diligence.	10.1
Dec 20	Review emails regarding various receivership matters and respond accordingly; attend at ASM premises and meet with ██████; correspondence with terminated employees regarding accrued vacation; continue to prepare pro-forma financial model for VDR and meetings with ██████ on same; review model with J. Nevsky and update accordingly.	9.7
Dec 21	Obtain copy of D&O policy and provide to A. Hutchens; correspondence with vendor regarding consignment inventory; meet with customer regarding equipment; draft a bill of sale; finalize cash flow forecast and provide copy of cash receipts for ██████ review; review payroll register for Monday's payroll funding; update same; review correspondence with ██████ based subcontractor and provide response; finalize pro-forma financial model for VDR and meet with J. Nevsky to input final comments.	9.0
Dec 22	Discussions and emails with J. Ip to coordinate uploading of information to the VDR; respond to customer and creditor inquiries.	1.4
TOTAL – R. Gruneir		100.3 hrs.



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

A. Singels-Ludvik

Hrs.

Dec 10	Respond to R. Gruneir on a number of CRA and ADP matters; review emails regarding payments and organize same; telephone calls to RBC to confirm incoming receipts and confirm transfer of funds from Company accounts to Receiver's accounts.	1.6
Dec 11	Process invoices for payment; prepare wire transfer forms and fax to RBC for processing; follow-up confirmation calls from RBC regarding same; update Schedule of Receipts and Disbursements ("R&D"); internal emails on the R&D and banking matters.	3.8
Dec 12	Request bank activity from RBC; prepare bank reconciliation to-date; internal emails on R&D matters; update R&D for receipts and review emails with support for same.	2.6
Dec 13	Internal emails on R&D matters; prepare wire transfer forms to pay invoices and fax same to RBC; follow-up confirmation calls from RBC; update R&D; telephone call to RBC to confirm incoming receipts.	2.2
Dec 14	Emails with RBC regarding bank account activity; update bank reconciliation to-date; review emails from R. Gruneir regarding payroll and process payroll cheques; update R&D; telephone call to RBC to confirm incoming receipts.	5.2
Dec 17	Internal emails regarding payments required; process invoices for payment and update R&D.	1.2
Dec 18	Internal emails regarding payments required and deposit back-up; process invoices for payment and update R&D; email to M. Cheung regarding deposit procedures.	1.3
Dec 19	Review internal emails regarding payments required and funding of payroll to ADP; process invoices for payment; prepare wire transfer form to ADP and fax to RBC for processing; update R&D.	1.2
Dec 20	Request bank account activity from RBC; update bank reconciliations to-date; internal emails on R&D matters; update R&D.	1.1
Dec 21	Request bank account activity from RBC; update bank reconciliations to-date; internal emails on R&D matters; calls with RBC to confirm incoming receipts; update R&D; organize R&D files and discussions with A. Hutchens on banking matters.	1.3
TOTAL – A. Singels-Ludvik		21.5 hrs.



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

<u>J. Ip</u>	<u>Hrs.</u>
Dec 10 Discussions and emails with potential bidders in Sales Process; discussions with J. Nevsky regarding Sale Process and status of potential bidders; review of inventory and equipment documents and upload same to the VDR.	4.0
Dec 11 Emails with potential bidders in Sales Process and discussions with J. Nevsky regarding same; review of asset documents and upload same to the VDR.	1.8
Dec 12 Review account receivable detail and prepare summary schedule of same; review of inventory documents and upload same to the VDR; discussions emails with prospective bidders; discussions with J. Nevsky regarding same; schedule site visits and management meetings.	4.5
Dec 13 Discussions and emails with potential bidders in Sales Process and discussions with J. Nevsky regarding same; review documents and upload same to the VDR.	3.3
Dec 14 Discussions and emails with potential bidders in Sales Process and discussions with J. Nevsky regarding same; prepare Sale Process update deck.	2.0
Dec 17 Discussions and emails with potential bidders in Sales Process and discussions with J. Nevsky regarding same; follow-up with potential bidders on site visits and management meetings.	3.8
Dec 18 Discussions and emails with potential bidders in Sales Process and discussions with J. Nevsky regarding same.	2.2
Dec 19 Attend at Hillstrom location to meet with and discuss Sales Process with potential bidder; discussions and emails with companies with outstanding AR, and discussions with R. Gruneir on same; discussions and emails with potential bidders in Sales Process and discussions with J. Nevsky regarding same; upload lease documents to the VDR.	5.0
Dec 20 Attend at Hillstrom location to meet with and discuss Sales Process with potential bidders, supervise location walk-through with same; discussions and emails with potential bidders; discussions with utilities providers and set-up new accounts with same; prepare schedule of leased assets.	4.3



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

Dec 21	Discussion and emails with utility provider; distribution of Final Bid Process Letter to bidders; discussions and emails with prospective bidders.	1.8
TOTAL – J. Ip		32.7 hrs.

Abbotsford

A. Tillman

Hrs.

Dec 10	Attend call with Central City re: WIP sale and status; attend to various customer correspondence and WIP sales matters; internal calls re: customer accounts; review parcel listings and seek updates; review [REDACTED] contract correspondence and settlement offer; call with [REDACTED] re: same.	2.8
Dec 11	Attend call with [REDACTED] re: account collection and WIP sale; prepare summary email to [REDACTED]; review legal comments on APIP; attend to document revisions; internal call re: Sales Process; review potential bidder updates; attend to various to various customer correspondence and WIP sales matters.	4.8
Dec 12	Finalize the APIP; review asset listings; attend to customer correspondence and WIP sales matters.	1.8
Dec 13	Attend to emails re: site budget and WIP.	0.2
Dec 14	Attend to customer legal correspondence re: [REDACTED] review [REDACTED] bill of sale and project status; respond to sale inquiries; internal discussions re: WIP matters.	2.4
Dec 17	Review WEPP calculations and correspondence; respond to sale inquiries; internal discussions re: WIP matters; attend to customer WIP correspondence.	1.5
Dec 18	Attend to sale inquiries; internal discussions re: WIP matters and site access; attend to customer WIP correspondence.	1.4
Dec 19	Review draft equipment appraisal; review draft affidavit re: Oshlag; review Sale Process status; call with [REDACTED] re: APIP and site visit; update WEPP letter; review WEPP analysis.	1.9
Dec 20	Attend at MLT's offices to finalize the Oshlag affidavit for service; attend to customer matters; internal meeting re: customer matters.	1.8



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

Dec 21	Review bills of sale; respond to customer inquiries; attend to site matters and visits; call with site re: 10 barrel and liquidator visits; review revised WEPP schedule.	2.5
TOTAL – A. Tillman		21.1 hrs.

V. Chan

Hrs.

Dec 10	Calls with customers to discuss work-in-progress and next steps; review projects and reductions requested by customers and discuss same with [REDACTED] and [REDACTED]; arrange site visits for Sales Process; coordinate inventory count and fixed asset lists for data site; attend to payroll matters; finalize bill of sale and releases with customers and discussions with [REDACTED] regarding same; review outstanding AR and change orders with [REDACTED] and [REDACTED]; attend to 30 day goods and reclamation of property claims.	8.0
Dec 11	Phone calls with customers to discuss work-in-progress and next steps; coordinate and oversee site visits for the Sales Process; call with [REDACTED] regarding technical drawings for a number of projects; finalize fixed asset and inventory listings for data site; analysis of projects and outstanding work; discussions with [REDACTED] and [REDACTED] regarding status of projects; finalize bill of sale and releases with customers; follow-up with engineering drawings for certain projects; attend to payroll matters; attend to 30-day goods and reclamation of property claims; review Maynards preliminary inventory listing.	9.0
Dec 12	Follow-up on work-in-progress with staff and customers; finalize APIP for data site; attend to landlord matters; finalize inventory listings for data site; finalize bill of sale and releases with customers and legal counsel; call with customer regarding vesting order and discussion with [REDACTED] regarding same; arrange site visits by customers; attend to 30-day goods and reclamation of property claims; follow-up on customer payments; discussions with parties interested in Sales Process; follow-up with liquidators; review outstanding AR for collection.	9.0



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

Dec 13	Attend to 30-day goods and reclamation of property claims; attend to payment matters; coordinate site visits for customers and interested parties for Sales Process; follow-up on various projects and status; attend to Sales Process matters; coordinate shipping of components for project in PEI; prepare cash flow estimate on recovery of work-in-progress; consider sale of IT equipment and protection of data; attend to continuing utilities and invoice payments; finalize bills of sale and releases with customers; review technical drawings available for customer projects.	9.0
Dec 14	Update analysis of work-in-progress; review sales tax regulations; coordinate site visits for Sales Process; finalize bill of sale and releases and discussion with customers and legal counsel regarding same; respond to inquiries regarding Sales Process.	8.0
Dec 17	Coordinate site visits for Sale Process and for customers to view or schedule pick-up of work-in-progress equipment; meeting with customer regarding drawing and CRN documentation and next steps for purchase, and discussion with legal counsel on same; attend to IT and utility related matters; attend to 30-day goods and reclamation of property claims; coordinate shipping of project to Charlottetown; set-up accounting information for payment; review of payment information sent by customer.	8.0
Dec 18	Meet with customers to discuss and view work-in-progress; attend to IT matters; prepare accounting information for payment; respond to Sales Process inquiries and related matters; finalize bill of sale and releases with customers; attend to 30-day goods and reclamation of property claims; coordinate site visits for Sales Process and for customers to view or schedule pick-up of equipment.	8.0
Dec 19	Attend to collection and accounting matters; respond to Sales Process inquiries and related matters; coordinate site visits for Sales Process and for customers to view or schedule pick-up of equipment; attend to IT matters; finalize bill of sale and release for sale of equipment; attend to WIP for projects in Charlottetown; analysis of work-in progress for preliminary valuations.	9.0



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

Dec 20	Discussion with customers and legal counsel regarding work-in-progress and next steps; follow-up on status of equipment shipped to Miami; respond to suppliers requesting release on unpaid goods ordered by DME/NSI; finalize bill of sale and releases and related payments for various customers; follow-up on customer account that has been unresponsive regarding work-in-progress; attend to Sales Process matters; review landlord request regarding assignment of lease.	5.0
TOTAL – V. Chan		73.0 hrs.

M. Lee

Hrs.

Dec 10	Respond to inquiries from former employees regarding ROEs, WEPP and T4s; attend to correspondence with suppliers and lessors regarding 30-day goods and reclamation of property claims; review inventory listing and discussions with ██████ re same; coordinate inventory of fixed assets; attend to correspondence with ██████ on books and records storage; review computer listing; attend to correspondence with Service Canada on WEPP; attend to correspondence regarding Family Maintenance garnishee of former employee.	6.0
Dec 11	Review equipment listing and correspondence regarding same; attend to correspondence regarding shop supplies inventory; review contractor invoice; attend call with ██████ regarding project status; correspondence with lessor re forklifts; attend to books and records matters; attend to former employee matters and correspondence with former employees on WEPP, ROEs and T4s.	3.0
Dec 12	Review and finalize equipment and shop supplies listings for data room; attend to banking matters; respond to creditor inquiries including former employees seeking clarifications on T4s and WEPP; attend to correspondence with ██████ Security on security matters; attend to 30-day goods matters; attend to landlord inquiries; review utilities and seek clarifications on same; respond to lessors regarding equipment.	5.5
Dec 13	Review and analysis of additional employee data and call with ██████ on same; respond to creditor enquiries; telephone call with supplier on 30-day goods matters and review documentation for same; respond to South Fraser Way landlord regarding site visits; seek clarifications on various internet, security and phone usages; calls with utility providers and send information regarding receivership and account changes.	6.0

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

Dec 14	Prepare draft WEPP analysis, letter and proof of claim and attend to correspondence on same; attend to 30-day goods matters; correspondence to utility vendors and seek clarifications for same; respond to customers; respond to RCAP Leasing for release of photocopier.	5.3
Dec 17	Attend to correspondence with party interested in Progressive Way furniture; respond to creditor inquiries and employee matters; attend to WEPP claims and letter revisions; attend to 30-day goods matters.	2.5
Dec 18	Revise WEPP notices; respond to creditor inquiries; review W8 form requested by customer; correspondence with landlords on rent.	3.0
Dec 19	Review and revise WEPP claims packages; coordinate redirection of mail; attend to utilities matters and correspondence on same; respond to creditor inquiries.	7.5
Dec 20	Coordinate and oversee mailing of WEPP claims packages; review additional employee data and correspondence with R. Jones on same; further revise the WEPP claims analysis; respond to former employees regarding WEPP.	3.0
Dec 21	Submit WEPPA Trustee information forms; review and preparation of WEPP claims for additional employees and mail same; correspondence with landlord on furniture and rent; correspondence with former employees regarding WEPP, T4s and ROEs; respond to Simson Road landlord regarding assignment of lease; respond to creditor enquiries; review invoices for payment.	6.5
TOTAL – M. Lee		48.3 hrs.

M. Cheung

Hrs.

Dec 11	Draft equipment listing; revise the APIP.	1.3
Dec 12	Revise the APIP Sales Package.	0.3
Dec 14	Deposit cheque at RBC.	0.3
Dec 17	Deposit cheques at RBC; arrange for courier shipments from Abbotsford to Charlottetown.	1.0
Dec 18	Prepare mail merge of WEPPA notices.	3.0
Dec 19	Prepare mail merge of WEPPA notices.	4.5



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 9 to 22 2018

Dec 20	Prepare mail merge of WEPPA notices.	2.5
Dec 21	Prepare and mail WEPPA Notices; deposit cheques at RBC.	1.5
TOTAL – M. Cheung		14.4 hrs.





Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

January 17, 2019

Royal Bank of Canada
222 Bay Street, 24th Floor
Toronto, Ontario M5K 1G8

Attention: Mr. Gary Ivany, Senior Director, Group Risk Management

DME LIMITED PARTNERSHIP, ET AL (collectively, the "Company")
RE: INVOICE #3 – 818344A and 818344B

For professional services rendered in our capacity as Court-appointed Receiver pursuant to the Receivership Order dated November 26, 2018, for the period December 23, 2018 to January 5, 2019.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<u>Charlottetown/Head Office</u>			
A. Hutchens, Managing Director	6.2	\$860	\$5,332.00
J. Nevsky, Senior Director	50.5	\$645	32,572.50
R. Gruneir, Senior Associate	36.6	\$450	16,470.00
A. Singels-Ludvik, Associate	5.3	\$325	1,722.50
J.L. Ip, Analyst	8.1	\$325	2,632.50
	<u>106.7</u>		<u>\$58,729.50</u>
<u>Abbotsford</u>			
A. Tillman, Managing Director	7.1	\$750	\$5,325.00
V. Chan, Director	23.0	\$465	10,695.00
M. Lee, Senior Associate	30.0	\$375	11,250.00
M. Cheung, Administrator	13.8	\$175	2,415.00
	<u>73.9</u>		<u>\$29,685.00</u>
	<u>180.6</u>		<u>\$88,414.50</u>
Voluntarily reduced to:			\$81,030.00
Add: Out of pocket expenses including airfare, hotel, travel costs and meals			<u>7,483.41</u>
			<u>\$88,513.41</u>
Add: HST @ 13%			<u>11,506.74</u>
TOTAL INVOICE			<u>\$100,020.15</u>

Mailing Instructions:

Alvarez & Marsal Canada Inc.
Attn: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank: TD Canada Trust
Account Name: Alvarez & Marsal Canada ULC
Swiftcode: TDOMCATTTOR
Bank Address: 55 King Street West
Toronto, ON
Bank Transit #: 10202
Institution #: 0004
Account #: 5519970
Reference #: DME Limited (818344A/B) – Inv. #3
HST#: 83158 2127 RT0001

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 23, 2018 to Jan 5, 2019

Charlottetown/Head Office

A. Hutchens

Hrs.

Dec 27	Review the updated and extended cash flow forecast; internal emails on disbursements; emails with Cox & Palmer on the NSI arbitration and draft letter to Livingston.	0.7
Dec 28	Internal discussions and emails on open receivership matters; respond to and/or route customer and creditor inquiries.	0.4
Dec 31	Internal discussions and emails on open receivership matters and the upcoming Sales Process bid submissions date.	0.7
Jan 2	Internal update discussion on open receivership matters and status of the Sales Process.	0.5
Jan 3	Internal discussion regarding [REDACTED] Brands situation; review and finalize a supplier services agreement; review and finalize a series of rent and other disbursements; internal emails regarding the equipment appraisal.	2.4
Jan 4	Internal discussions on open receivership and Sales Process matters; review EDC insurance materials and internal emails/emails with Cox & Palmer on same.	1.5
TOTAL – A. Hutchens		6.2 hrs.

J. Nevsky

Hrs.

Dec 23	Correspondence with potential purchaser to address open diligence matters; email correspondence with bidders regarding the January 7 bid submission date, process letter and scheduling of management meetings.	2.2
Dec 24	Review and respond to email from [REDACTED] subcontractor regarding status of open orders; review and revise the Atlantic Systems draft Asset Purchase Agreement; telephone discussions with Cox & Palmer on a number of matters, including [REDACTED] situation, Atlantic Systems APA, customer release forms and other items; call with a potential lender to discuss diligence and Sale Process matters; discussion with [REDACTED] regarding sale of system to customer and escrow agreement.	5.5



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 23, 2018 to Jan 5, 2019

Dec 27	Correspondence with potential bidders regarding diligence matters and scheduling of management meetings/plant tours at both DME and ASM; discussions with [REDACTED] of DME regarding status of manufacturing certifications; review of production schedule and planned shipments and discussions with R Gruneir regarding same; emails with [REDACTED] regarding deliveries during the holiday period; discussions with [REDACTED] regarding [REDACTED] subcontractor; review of AESI invoices and supporting documentation; review of invoices and submit internally for payment.	4.2
Dec 28	Correspondence with potential bidders regarding open diligence matters and update on operations during the receivership period; review of data room and discussions with J. Ip regarding same; further correspondence with [REDACTED] regarding deliveries over the holiday period; call with [REDACTED] regarding open diligence matters; discussions with legal counsel to a potential bidder regarding the receivership proceedings, Sale Process and bid letter; discussions with R. Gruneir regarding cash flow and other open matters; correspondence with legal counsel to a customer regarding equipment delivery and release of escrow funds and related discussion with subcontractor regarding installation services.	4.5
Dec 30	Discussions with D. Green regarding diligence and scheduling of management meetings; correspondence with potential bidders to schedule management meetings/plant tours during the week of January 4.	1.0
Dec 31	Call with bidder and lender regarding financial forecast, borrowing base and other diligence matters; emails with A. Tillman regarding customer inquiry; call with a potential bidder regarding Atlantic Systems and coordinate site tour.	2.5



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 23, 2018 to Jan 5, 2019

Jan 2	6.5	<p>Call with ██████ regarding open diligence matters, project status update and inventory purchases; call with ██████ to discuss production schedule and AESI scheduling matters; call with R. Gruneir to discuss project status report, cash flow forecast and other receivership matters; emails with ██████ regarding IT and server issues; discussion with J. Ip regarding liquidation proposal process and form of offers to be submitted by liquidators and arranging new utility accounts for receivership period; discussion with a customer regarding order status and payment of accounts receivable; emails and discussions with potential regarding diligence matters and letters of intent; call with ██████ to review Atlantic Systems equipment and inventory listings and update APA schedules for same; call to conduct management meeting with ██████, ██████, ██████ and a potential bidder; review of AESI schedules and respond to inquiry from AESI on same; emails with potential bidders on diligence questions and information posted in the data room; draft email response to legal counsel of a customer regarding sale of equipment and release.</p>
Jan 3	10.4	<p>Discussions with ██████ and related correspondence with potential bidders on open diligence matters and organizing management calls; attend management meeting and plant tour with a potential bidder; call with A. Hutchens regarding sale of equipment to customer and release of escrow; organize vendor payments with R. Gruneir; review of production schedule and planned deliveries with ██████ and ██████; call with a customer to organize payment and release of equipment; correspondence with G. Cooper regarding employee litigation matter in Loris and review of materials related to same; teleconference with ██████ and CRA on employee tax matters; discussions with potential bidders regarding the ASM draft asset purchase agreement; call with ██████ and a potential bidder to address diligence questions; inventory purchase discussions with ██████, ██████ and review of related purchase orders; draft response to potential bidder's diligence inquiries and review of same with ██████, ██████ and ██████; discussion with counsel to a customer regarding equipment sale and form of release; review of Maynards equipment and inventory appraisal report and update liquidation analysis for same; review of ASM utility invoices and prepare payment for same; review of customer accounts and discussions with ██████ on next steps in sales negotiations.</p>

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 23, 2018 to Jan 5, 2019

Jan 4	Discussions with B. MacKinnon on production schedule and AESI invoices; call with A. Gaudin (b)(7)(F) regarding invoicing dispute; review of diligence list from bidder and discussions with D. Gaudin , R. Jones , B. MacKinnon to address; review of customer account and related discussions with R. Young on equipment delivery; review of purchase orders and discussions with M. Gaudin regarding same; call with B. Gaudin and a potential bidder on financial forecast and other diligence questions; call with a customer to discuss equipment order status and Chimbered subcontractor; discussions with B. Gaudin on on staffing matters; emails with potential bidders to address diligence questions and letters of intent; emails with Cox & Palmer regarding the draft asset purchase agreement for Atlantic Systems; discussions with J. Ip regarding status of utility accounts, data room and diligence requests.	9.2
Jan 5	Emails with potential bidders on to diligence matters; emails with a customer to complete equipment sale; discussions with B. Gaudin and customer to assist with equipment and installation issues; review of customer account; email correspondence with legal counsel to a customer regarding status of account and equipment delivery; call with B. Gaudin on a number of matters, including scheduling of meetings on Monday and open diligence questions; schedule management meetings and plant tours for January 7.	4.5
TOTAL – J. Nevsky		50.5 hrs.

<u>R. Grunier</u>	<u>Hrs.</u>	
Dec 24	Prepare wire transfer form for payroll funding and internal emails to coordinate approval and payment; review and respond to customer and creditor inquiries; update cash flow forecast for actual results and extend forecast by one week, and internal emails on same; email to J. Ip to provide payroll wire confirmation to submit to ADP.	6.1
Dec 27	Review and respond to customer and creditor inquiries; internal emails and emails with B. Gaudin and J. Ip regarding Chimbered subcontractor.	1.6
Dec 28	Review and respond to customer and creditor inquiries; prepare wire transfer documents for disbursements; review project analysis prepared by M. Hall , summarize same for J. Nevsky; prepare cheques for employee reimbursements.	2.1
Dec 31	Review and respond to customer and creditor inquiries; emails with potential bidders to answer diligence questions.	0.9



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 23, 2018 to Jan 5, 2019

Jan 2	Review and respond to customer and creditor inquiries; call with D. Chen and J. Nevsky to discuss diligence matters; schedule site visits for ASM; prepare January production schedule and emails with J. Deino , R. Yang and D. Mackinnon on same, and teleconference to discuss same; prepare schedule of lease payments and provide to A. Singels-Ludvik for payment.	7.7
Jan 3	Review and respond to customer and creditor inquiries; prepare schedule of disbursements required during the week for A. Singels-Ludvik; discussions with J. Nevsky regarding several items; meeting with XXXXXX regarding resignation; meeting with XXXXXX to discuss transition plans, etc.; update cash flow forecast for actual results; discussion with XXXXXX regarding China-based subcontractor arrangements; teleconference with potential bidder on diligence matters; meet with a potential bidder at ASM to tour facilities and discuss bid process; discussion with XXXXXX on consignment inventory.	10.1
Jan 4	Review and respond to customer and creditor inquiries; discussions with XXXXXX regarding accrued revenue; emails with XXXXXX on outstanding diligence items; correspondence with XXXXXX on payroll matters; prepare schedule for A. Singels-Ludvik for all required disbursements; prepare schedule of all projects that have been and will be completed; discussions with XXXXXX regarding Loris inventory; finalize cash flow forecast and send to J. Nevsky for review; call with a potential bidder on diligence items.	8.1

TOTAL – R. Gruneir	36.6 hrs.
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A. Singels-Ludvik

Hrs.

Jan 3	Review last week's activity and payroll related emails; update Schedule of Receipts and Disbursements ("R&D"); email to RBC to provide account activity since December 21; prepare bank reconciliations; process invoices for payment; prepare/process wire transfer forms for payment of invoices; fax to RBC to process same; follow-up calls from RBC to confirm same; update R&D.	4.7
Jan 4	Prepare/process wire transfer forms for payment of invoices; update R&D.	0.6

TOTAL – A. Singels-Ludvik	5.3 hrs.
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DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 23, 2018 to Jan 5, 2019

<u>J. Ip</u>	<u>Hrs.</u>
Jan 2 Assist in preparation of asset listing document; discussions and emails with utility providers; discussions and emails with potential bidders.	2.8
Jan 3 Discussion and emails with utility providers; participate in management calls with potential bidders; emails with potential bidders and discussions with J. Nevsky regarding same; review of documents and uploading same to virtual data room.	4.3
Jan 4 Review of documents and uploading of same to virtual data room; discussions and emails with potential bidders.	1.0
TOTAL – J. Ip	8.1 hrs.

Abbotsford

<u>A. Tillman</u>	<u>Hrs.</u>
Dec 24 Attend to WIP collections and site visits; review correspondence from customers.	0.8
Dec 27 Attend to emails with MLT regarding WIP sales and terms; attend to customer emails; review site matters.	0.8
Dec 28 Attend to [REDACTED] sale documents; attend to customer inquiries.	0.7
Dec 31 Attend to liquidator emails regarding diligence queries; attend to creditor inquiries.	0.9
Jan 2 Attend to customer inquiries and bill of sale finalizations.	1.2
Jan 3 Calls with liquidators regarding asset inclusions; review cash receipts; internal call regarding bid process; attend to customer inquiries.	1.2
Jan 4 Call with potential bidder regarding bid process; emails regarding same; internal meeting regarding bids and asset lists; attend to customer inquiries.	1.5
TOTAL – A. Tillman	7.1 hrs.



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 23, 2018 to Jan 5, 2019

<u>V. Chan</u>	<u>Hrs.</u>
Jan 2 Respond to parties interested in sales process and coordinate site visits; attend to payroll matters; draft and/or finalize bills of sale and releases for customers; respond to and follow-up on inquiries regarding parts and components missing from customer projects; attend to collection of receipts; provide information to set-up account information with customers; review electronic drawings of work-in progress project.	8.0
Jan 3 Calls with customers on work-in progress and next steps, and discussions with P. Yang and S. Gao regarding same; attend to work-in progress matters; respond to and follow-up with parties interested in sales process and coordinate site visits; attend to payroll matters; review and update analysis of projects and payment collection; internal team call regarding sales process update; attend to sales process and related matters; attend to banking and other matters; review and update equipment and parts listing for the sales process.	8.0
Jan 4 Calls with customers on work-in progress and next steps, and analysis of same; review projects and deductions requested by customers for reasonableness, and discuss same with P. Gao , J. Dorian and P. Yang ; discussion with customers and their legal counsel regarding bills of sale and releases; attend to 30-day goods and reclamation of property claims; attend to sale process matters including contacting interested parties to provide an update on the revised equipment and parts listing and projects; attend to WEPPA matters; prepare analysis of collections on sale transactions; attend to proposed sale of office furniture and equipment.	7.0
TOTAL – V. Chan	23.0 hrs.

<u>M. Lee</u>	<u>Hrs.</u>
Dec 27 Submit WEPPA Trustee Information forms and respond to former employee inquiries regarding WEPP application.	6.0
Dec 28 Submit WEPPA Trustee Information forms and respond to former employee inquiries regarding WEPP application.	6.0
Dec 31 Submit WEPPA Trustee Information forms and respond to former employee inquiries regarding WEPP application.	4.5
Jan 3 Correspondence with former employees regarding WEPP applications and proof of claim forms.	7.0



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Dec 23, 2018 to Jan 5, 2019

Jan 4	Correspondence with former employees regarding WEPP application and proof of claim forms.	6.5
TOTAL – M. Lee		30.0 hrs.

<u>M. Cheung</u>	<u>Hrs.</u>	
Dec 27	Submit employee WEPP claims.	4.0
Dec 28	Submit employee WEPP claims.	5.8
Dec 31	Submit employee WEPP claims.	3.0
Jan 4	Submit amended WEPP claims.	1.0
TOTAL – M. Cheung		13.8 hrs.





Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

January 28, 2019

Royal Bank of Canada
222 Bay Street, 24th Floor
Toronto, Ontario M5K 1G8

Attention: Mr. Gary Ivany, Senior Director, Group Risk Management

DME LIMITED PARTNERSHIP, ET AL (collectively, the "Company")
RE: INVOICE #4 – 818344A and 818344B

For professional services rendered in our capacity as Court-appointed Receiver pursuant to the Receivership Order dated November 26, 2018, for the period January 6 to 19, 2019.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<u>Charlottetown/Head Office</u>			
A. Hutchens, Managing Director	14.5	\$860	\$12,470.00
J. Nevsky, Senior Director	76.9	\$645	49,600.50
R. Gruneir, Senior Associate	75.2	\$450	33,840.00
A. Singels-Ludvik, Associate	10.4	\$325	3,380.00
	<u>177.0</u>		<u>\$99,290.50</u>
<u>Abbotsford</u>			
A. Tillman, Managing Director	13.5	\$750	\$10,125.00
V. Chan, Director	76.5	\$465	35,572.50
M. Lee, Senior Associate	53.5	\$375	20,062.50
M. Cheung, Administrator	19.4	\$175	3,395.00
	<u>162.9</u>		<u>\$69,155.00</u>
			<u>\$168,445.50</u>
Voluntarily reduced to:			\$154,324.50
Add: Out of pocket expenses including airfare, hotel, travel costs and meals			<u>8,722.55</u>
			<u>\$163,047.05</u>
Add: HST @ 13%			<u>21,196.12</u>
TOTAL INVOICE			<u>\$184,243.17</u>

Mailing Instructions:

Alvarez & Marsal Canada Inc.
Attn: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank: TD Canada Trust
Account Name: Alvarez & Marsal Canada ULC
Swiftcode: TDOMCATTTOR
Bank Address: 55 King Street West
Toronto, ON
Bank Transit #: 10202
Institution #: 0004
Account #: 5519970
Reference #: DME Limited (818344A/B) – Inv. #4
HST#: 83158 2127 RT0001

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Jan 6 to 19, 2019

Charlottetown/Head Office

A. Hutchens

Hrs.

Jan 7	Internal discussions and emails on the Sales Process; review bids received and internal discussions on same.	2.7
Jan 8	Internal discussions and emails on the Sales Process; teleconference with Cox & Palmer on the Sales Process; review and finalize a series of disbursements.	2.0
Jan 9	Review and revise iterations of the draft Sales Process – Preliminary Bids Summary and internal discussions/emails on same and related Sales Process matters; internal discussions and emails on open receivership matters.	1.8
Jan 10	Internal discussions and emails on Sales Process matters; teleconference with RBC on the Sales Process – Preliminary Bids Summary; emails with Cox & Palmer on draft Sales Process documents.	2.2
Jan 11	Internal discussion and emails on Sales Process matters; emails with Cox & Palmer on draft Court materials for the upcoming sales approval motion; review and finalize a series of disbursements.	1.3
Jan 14	Internal emails on the updated and extended cash flow forecast; internal discussion on the draft First Report of the Receiver (“First Report”) and auction services agreement for the Abbotsford assets.	0.7
Jan 15	Review and revise the draft First Report.	1.0
Jan 16	Review and finalize a series of disbursements; internal discussions on aspects of the draft First Report.	0.5
Jan 17	Review the revised draft First Report and internal discussions on same.	0.8
Jan 18	Review the draft motion materials for Court approval of the auction services agreement for the Abbotsford assets; review and finalize the First Report for service.	1.5

TOTAL – A. Hutchens

14.5 hrs.



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Jan 6 to 19, 2019

J. Nevsky

Hrs.

Jan 7	Supervise plant tours/site visits for various potential bidders throughout the day and attend management meetings with potential bidders; numerous telephone calls and email correspondence with potential bidders regarding final diligence matters and bid submissions; call with [REDACTED] and customer regarding status of order and equipment at China-based subcontractor; discussions with P. Williams regarding Loris facility matters; correspondence with customer regarding delivery of equipment and release of escrow funds; internal discussions on the review of bid submissions and summary report to RBC; review of customer account and respond to inquiries from customer's legal counsel; correspondence with AESI regarding invoicing and scheduling matters; review of bids received for the various asset groups (DME, Abbotsford, ASM) and related discussions with R. Gruneir and A. Hutchens.	9.4
Jan 8	Continued review of bids received and discussions with A. Hutchens regarding same; numerous telephone calls with parties who submitted bids to review and understand submissions, and with parties who continue to express interest in submitting a bid; discussions with P. William and G. Cooper regarding bids received and related Sale Process matters; attend management meetings with a potential bidder; telephone call with R. Gruneir and representative from EDC to discuss DME's accounts receivable insurance policy; continued review of bids received, review of summary materials for presentation to RBC and internal discussions regarding same.	8.5
Jan 9	Continued review of [REDACTED] invoices with [REDACTED] to resolve disputed matters; discussion with [REDACTED] regarding employee matter; review and revise bid summary presentation to RBC and discussions with R. Gruneir and V. Chan regarding same; discussions with N. Chiasson to review correspondence in connection with ASME manufacturing certification and draft response to ASME regarding same; respond to customer inquiries regarding status of equipment; correspondence with legal counsel to customer to have funds released from escrow; numerous telephone calls with parties who submitted bids to discuss and understand submissions; finalize bid summary presentation to RBC and distribute to working group; continued correspondence with potential bidder regarding submission of bid for DME's Charlottetown business; discussion with an ASM bidder in connection with refined offer for ASM assets; correspondence with customer to finalize equipment sale and arrange logistics with R. McKellop; review of additional bid received from interested party and discussions with A. Hutchens regarding same.	8.2

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Jan 6 to 19, 2019

Jan 10	Discussions with A. Hutchens regarding bid summary presentation and the additional bid received for DME's Charlottetown business; discussions with management regarding receivership matters and ongoing operations; review of additional bid received and related discussions with P. Williams and G. Cooper [REDACTED] [REDACTED] to bidder; discussions with P. Williams regarding release of escrow funds [REDACTED] [REDACTED], prepare for and attend telephone meeting with RBC to review bids received, summary presentation and discuss next steps in Sale Process; numerous telephone calls with parties who submitted bids; preparation of counter-proposal to bidder and discussions with A. Hutchens regarding same; telephone meeting with bidder to discuss counter-proposal; correspondence with customer regarding status of equipment at [REDACTED] based subcontractor and delivery of equipment.	8.5
Jan 11	Ongoing discussions with bidder to negotiate proposal; review of bidder's revised proposal and discussions with A. Hutchens and G. Cooper regarding same and finalize Letter of Intent with bidder; telephone discussion with Aird & Berlis to provide update on acceptance of Letter of Intent and related Sale Process matters.	4.2
Jan 13	Respond to inquiries from various customers regarding status of equipment orders; email correspondence with [REDACTED] regarding diligence matters; review production and delivery schedule for the coming week and draft email to DME production group regarding same; review of material purchases and submit to accounting for processing.	1.5
Jan 14	Email correspondence with [REDACTED] regarding employee matter; discussions with R. Gruneir regarding cash flow, outstanding diligence and other receivership matters; telephone meeting with [REDACTED] [REDACTED] and customer regarding status of account and completion of certain equipment; emails with customers regarding status of equipment; discussions with legal counsel to customer regarding equipment delivery and release of escrow funds and follow up with [REDACTED] [REDACTED] regarding same; drafting of First Report to Court.	6.5
Jan 15	Correspondence with [REDACTED] [REDACTED] and bidder regarding diligence matters, projects currently in production and other Sale Process matters; discussions with R. Gruneir regarding ASM Sale Process and open receivership matters; discussions with V. Chan regarding Infinity liquidation agreement; continued drafting of the First Report to Court and related discussions with A. Hutchens and Cox & Palmer; call with customer regarding status of account and equipment delivery.	8.2

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Jan 6 to 19, 2019

Jan 16	Emails with various customers regarding status of equipment deliveries and account balances; discussions with [REDACTED] regarding ASME and provincial manufacturing licenses and related renewals; discussions with R. Gruneir regarding ongoing diligence and other receivership matters; call with [REDACTED] and customer to negotiate account balance and go-forward equipment purchases; discussions with bidder regarding diligence and scheduling further meetings with management; review of customer account and draft email to customer's legal counsel regarding status of account and certain equipment held at [REDACTED] subcontractor; call with [REDACTED] and customer regarding order status and go-forward equipment purchases; revise the draft First Report to Court; discussion with P. Williams regarding [REDACTED] and call with customer in connection with same; correspondence with [REDACTED] regarding status of equipment deliveries.	8.7
Jan 17	Discussions with P. Williams to finalize ASME letter of understanding; further revise the draft First Report to Court; discussions with R. Gruneir regarding cash flow, open diligence and ongoing receivership matters; discussions with P. Williams [REDACTED] [REDACTED] discuss related motion materials; call with [REDACTED] and representatives from the province regarding ASME letter of understanding; correspondence with bidder regarding open diligence matters; call with [REDACTED] and customer to finalize agreement to settle account balance and agree to go-forward manufacturing terms; discussions with [REDACTED] and [REDACTED] regarding diligence matters, communications with customers and stakeholders and other receivership matters; respond to emails from various customers regarding status of account and equipment deliveries; discussion with [REDACTED] regarding equipment delivery and customer broker agreement.	7.0
Jan 18	Review and comment on draft motion materials and discussions with A. Hutchens and P. Williams regarding same; finalize First Report for service; discussions with bidder regarding diligence matters and scheduling further meetings with management; discussions with [REDACTED] and [REDACTED] regarding status of receivership proceedings and communications with customers and other stakeholders; discussions with [REDACTED] and [REDACTED] regarding customer account, draft equipment sale proposal to customer and related discussion with customer; correspondence with legal counsel to customer to finalize equipment delivery and release of escrow funds; call with [REDACTED] to review invoices and disputed items; correspondence with Receiver's website administrator to post Court materials.	6.2
TOTAL – J. Nevsky		76.9 hrs.



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Jan 6 to 19, 2019

<u>R. Grunier</u>	<u>Hrs.</u>
Jan 6 Prepare AR and WIP schedule regarding collections to-date and WIP completed; review email sent by M. Ryan and draft and send response; emails with J. Nevsky on open receivership items.	3.2
Jan 7 Review and respond to customer and creditor inquiries; update cash flow forecast to include prior week's actuals and extend forecast; meet with ████████ and discuss AR collection requirements; meet with potential bidder to answer diligence questions; prepare schedule of consignment inventory to be returned and to be retained; prepare schedule of potential lease cure costs; review of bids received for the various asset groups (DME, Abbotsford, ASM) and related discussions with J. Nevsky and A. Hutchens.	9.7
Jan 8 Continued review of bids received and discussions with J. Nevsky regarding same; numerous calls with parties who submitted bids; attend management meetings with potential bidder; telephone call with J. Nevsky and representative from EDC to discuss DME's account receivable insurance policy; review payroll register for prior week; continued review of bids received; preparation of bid summary for RBC and send to J. Nevsky for review; final review of summary materials for presentation to RBC and discussions with J. Nevsky, J. Ip and V. Chan regarding same.	8.7
Jan 9 Review and respond to customer and creditor inquiries; internal emails to coordinate required disbursements; discussions regarding prior week's payroll with R. Jones and internal emails to coordinate wire payment to ADP; further revisions to lease cure cost schedule; preparation of AR schedule to categorize into various types and meet with ████████ to review and update same; emails/calls with customer regarding status of their project; discussion with consignment inventory supplier regarding status of their goods.	8.3
Jan 10 Review and respond to customer and creditor inquiries; emails/calls with ASM bidder on next steps; discussion with ████████ to discuss vacation and expense reimbursement and email to confirm same; preparation of additional bid summary; preparation of cash flow for two-week period and provide to J. Nevsky for review; preparation of schedule to outline changes in inventory from December 4 to January 8; prepare schedule of all projects that have been or will be delivered by the end of February and discussions with J. Nevsky regarding same.	8.6
Jan 11 Meetings with bidder and management to respond to diligence questions; provide ████████ with bill of sale for sale to customer; review and respond to customer and creditor inquiries.	4.1



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Jan 6 to 19, 2019

Jan 13	Emails with J. Nevsky on coming week work requirements; review town hall notes for Monday's meeting.	1.2
Jan 14	Review and respond to customer and creditor inquiries; prepare AR collection letter and send to J. Nevsky for review; discussion with ASM bidder regarding next steps; compile additional diligence documentation for ASM; prepare schedule of ASM source deductions; attend townhall meeting with all employees to provide update on Sales Process; update cash flow forecast to reflect actuals from prior week and internal emails on same; call with ASM bidder.	9.1
Jan 15	Discussions with ██████ regarding AR collections; call with ASM bidder to provide update; meet with employees of ASM to provide update on Sales Process; discussions with ██████ regarding POA for customer clearance; meeting with ██████ and ██████ to discuss project analysis updates; continue preparation of AR summary by project and provide to ██████ for review; correspondence with ██████ and ██████ regarding various customer accounts and project status; review payroll with ██████ M. Blum for prior week; call with V. Chan to discuss insurance.	8.1
Jan 16	Review and respond to customer and creditor inquiries; internal emails regarding prior week's payroll; draft and send bill of sale to ██████. ██████, update cash flow forecast; review and draft email to supplier with 30-day goods claim; review and approve expenses of certain employees; review and revise ██████'s proposed communication with customers; preparation of Loris schedules for P. Williams; review of AR schedule provided by ██████ and send to ██████ to include in project analysis; correspondence with representative of Syspro; internal emails to coordinate disbursements.	6.2
Jan 17	Review and respond to customer and creditor inquiries; complete Loris schedule for P. Williams; update cash flow forecast additional invoices received relating to both DME and NSI.	3.8
Jan 18	Review and respond to customer and creditor inquiries; emails with ██████ to provide updated project analysis and outline of projects to be completed in January; emails with ██████ with Loris invoices and POs; emails with ██████ insurance to respond to their questions; emails with ██████ on ██████ AR.	4.2
TOTAL -- R. Gruneir		75.2 hrs.



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Jan 6 to 19, 2019

A. Singels-Ludvik

Hrs.

Jan 7	Process invoices for payment and update Schedule of Receipts and Disbursements (“R&D”)	0.6
Jan 8	Internal emails regarding payments required; process invoices for payment; prepare wire transfer forms to pay invoices and fax same to RBC; follow-up confirmation calls from RBC and update R&D.	2.1
Jan 9	Prepare wire transfer forms to pay invoices and fund payroll for last week and fax same to RBC; follow-up confirmation calls from RBC and update R&D.	0.6
Jan 11	Request bank activity from RBC; prepare bank reconciliation to-date; internal emails on R&D matters; process invoices for payment and update R&D.	1.8
Jan 14	Internal emails regarding payroll matters; review pre/post schedule of amounts paid to employees of ASM and internal discussions regarding same; telephone calls to RBC to confirm incoming receipts; prepare bank reconciliations and internal emails regarding same; internal emails regarding required disbursements.	1.4
Jan 15	Internal emails regarding incoming receipts; telephone call to RBC to confirm same; process invoices for payment; prepare wire transfer forms to return bid deposits and to process invoices for payment; follow-up calls from RBC to confirm same; update R&D.	1.6
Jan 16	Internal emails regarding payments required; prepare wire transfer forms to pay invoices and fund payroll for prior week and fax same to RBC; follow-up confirmation calls from RBC; update R&D.	1.6
Jan 17	Review internal emails regarding incoming receipts and organize backup regarding same; internal discussions regarding R&D related matters; internal emails regarding payments required.	0.7
TOTAL – A. Singels-Ludvik		10.4 hrs.

Abbotsford

A. Tillman

Hrs.

Jan 7	Review liquidation bids received; review draft summary; internal meetings and calls regarding bid review; attend to creditor inquiry.	2.4
Jan 8	Review liquidation bids received; review draft summary; internal meetings and calls regarding bid review.	1.8



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Jan 6 to 19, 2019

Jan 9	Attend to bid summary; internal calls regarding bid strategy.	1.2
Jan 10	Prepare for and attend call with RBC regarding bid analysis and planned next steps; call with Infinity regarding auction services agreement; attend to premises matters.	2.5
Jan 11	Review auction services agreement; internal meeting regarding same.	1.5
Jan 15	Internal meeting regarding Court application; review liquidator correspondence regarding agreement.	0.8
Jan 16	Attend to draft Court materials and liquidator agreement; internal discussion regarding same.	1.0
Jan 17	Attend to Court materials and finalization of liquidator agreement; internal discussion regarding same.	1.3
Jan 18	Review draft Order; internal email correspondence regarding same; internal meeting regarding premises and liquidator matters.	1.0
TOTAL – A. Tillman		13.5 hrs.

V. Chan

Hrs.

Jan 7	Respond to inquiries from potential bidders in Sales Process; review and update appraisal valuation; review and consider submitted bids and prepare summary and analyses of same; internal meeting to discuss bids received; attend to matters relating to sale of equipment to customer and collection of receipts; review leases for the forklifts; coordinate retrieval of equipment; follow-up on bid deposits.	10.0
Jan 8	Respond to inquiries from potential bidders in Sales Process; review and consider submitted bids and prepare analyses of same; attend to matters relating to sale of equipment to customers and coordination of equipment retrieval; review revisions to bill of sale and release letter; prepare analysis of liquidation proposals for update to RBC.	8.5
Jan 9	Revise and finalize analysis of liquidation proposals for update to RBC; respond to inquiries from potential bidders; update summary of bid proposals; attend to work-in-process equipment matters; follow-up with suppliers regarding customers purchasing components directly; update summary of customer payments collected; respond to customer inquiries; attend to 30-day goods claims; follow-up on goods stored at third-party locations; review and finalize bills of sale and release letters.	8.0



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Jan 6 to 19, 2019

Jan 10	Review submitted bid proposals and discussions with bidders; follow-up on payroll matters; coordinate with customers and their representatives on retrieving equipment; consider vacating leased premises and related logistics; execute bills of sale for sale of equipment; follow-up on HST matters relating to equipment sales and call with Canada Revenue Agency on exports.	7.0
Jan 11	Review draft auction proposal; review collection of receivables and equipment sales; review of 30-day good claims; attend to payroll and staffing matters; finalize bills of sale for equipment; consider consolidating leased premises and discussion with liquidator regarding same; respond to customer inquiries regarding equipment components.	8.0
Jan 14	Contact bidders on status of their proposal and administer the return of bid deposits; attend to 30-day goods claim; review employee claim of discretionary bonus; coordinate site visit for liquidator; follow-up on owned vs. leased items; follow-up on commercial insurance renewal; update draft auction and liquidation agreement with proposed revisions.	7.0
Jan 15	Review and edit draft First Report of Receiver; finalize sale of equipment and cross-border issues; discussion with P. Williams regarding the draft auction and liquidation services agreement ; respond to inquiries from unsuccessful bidders; follow-up on assets to be excluded from Sale Process; follow-up on vacating the Progressive Way premises; follow-up on insurance renewal matters; follow-up on collection of payment from customer and wire transfer details; coordinate return of bid deposits.	8.0
Jan 16	Revise the draft First Report, including summary of liquidation bids; follow-up on collection of payment from customer; finalize and follow-up with customer regarding sale of equipment; coordinate return of bid deposits; attend to leasehold and other landlord matters; respond to inquiries from bidders; follow-up on assets to be excluded from Sales Process; discussions with P. Williams and G. Cooper regarding the draft liquidation services agreement and send revised draft to auctioneer for review; attend to the retention of certain books and records; consider and review employee claims.	8.0
Jan 17	Further revise the draft First Report, including summary of liquidation bids and discussion with P. Williams on same; finalize auction and liquidation agreement; discussion regarding confidential and redacted information; follow-up on assets removed; attend to sale of equipment, retrieval by customer and related payment matters; respond to customer inquiries; attend to liquidation process matters, including the exclusion and possible inclusion of additional assets.	6.0



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Jan 6 to 19, 2019

Jan 18	Finalize the auction and liquidation agreement including redacted version and discussions with P. Williams and auctioneer; follow-up on payroll matters; consider the preservation and safe keeping of intellectual property and coordinate the segregation of relevant items; follow-up on customer payment and electronic drawings; discussions with customer regarding the sale of equipment; respond to inquiries from parties interested in liquidation process.	6.0
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TOTAL – V. Chan		76.5 hrs.
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<u>M. Lee</u>		<u>Hrs.</u>
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Jan 7	Correspondence with former employees regarding WEPP applications and proof of claim forms.	5.5
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Jan 8	Correspondence with former employees regarding WEPP applications and proof of claim forms; respond to inquiries from trade creditors; attend to utilities matters; correspondence with lessors regarding their assets.	6.0
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Jan 9	Correspondence with former employees regarding WEPP applications and proof of claim forms; correspondence with suppliers regarding 30-days goods claims; correspondence with lessor regarding equipment status; review utilities invoices; respond to landlord regarding certain assets.	7.0
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Jan 10	Correspondence with former employees regarding WEPP applications and proof of claim forms; correspondence with landlord regarding moving/transition matters; respond to trade creditor inquiries.	4.5
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Jan 11	Correspondence with former employees regarding WEPP applications and proof of claim forms; coordinate relocation of servers.	6.0
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Jan 14	Correspondence with former employees regarding WEPP applications and proof of claim forms; attend to utilities matters; correspondence with party interested in Progressive Way office furniture.	5.5
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Jan 15	Correspondence with former employees regarding WEPP applications and proof of claim forms; respond to supplier regarding 30-days goods; review invoices for payment; correspondence with future tenant of Progressive Way office regarding transition matters.	4.5
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DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – Jan 6 to 19, 2019

Jan 16	Correspondence with former employees regarding WEPP applications and proof of claim forms; coordinate server backup; respond to supplier regarding 30-days goods.	6.0
Jan 17	Correspondence with former employees regarding WEPP applications and proof of claim forms; attend to correspondence regarding server backup and vacating Progressive Way office.	5.0
Jan 18	Correspondence with former employees regarding WEPP applications and proof of claim forms; attend to correspondence regarding server back up and disconnection.	3.5
TOTAL – M. Lee		53.5 hrs.

<u>M. Cheung</u>	<u>Hrs.</u>
Jan 7	Submit employee WEPP claims; deposit cheques at the bank. 2.3
Jan 8	Submit employee WEPP claims; deposit cheques at the bank. 2.3
Jan 10	Submit amended employee WEPP claims. 1.3
Jan 11	Respond to former employees regarding their proofs of claim; amend employee WEPP claims. 2.0
Jan 14	Discussions with utilities providers regarding receivership accounts and invoices; email correspondence with former employees regarding POC; update POC listing; submit employee WEPP claims. 2.2
Jan 15	Review invoices and send for payment; deposit cheques at the bank; telephone and email correspondence with former employees regarding POC. 1.8
Jan 16	Submit amended employee WEPP claims; telephone correspondence with former employees regarding their POC. 2.0
Jan 17	Submit amended employee WEPP claims; email correspondence with former employees regarding their POC; update POC listing. 3.5
Jan 18	Submit amended employee WEPP claims. 2.0
TOTAL – M. Cheung	19.4 hrs.





Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

February 14, 2019

Royal Bank of Canada
222 Bay Street, 24th Floor
Toronto, Ontario M5K 1G8

Attention: Mr. Gary Ivany, Senior Director, Group Risk Management

DME LIMITED PARTNERSHIP, ET AL (collectively, the "Company")
RE: INVOICE #5 – 818344A and 818344B

For professional services rendered in our capacity as Court-appointed Receiver pursuant to the Receivership Order dated November 26, 2018, for the period January 20 to February 2, 2019.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<u>Charlottetown/Head Office</u>			
A. Hutchens, Managing Director	8.3	\$860	\$7,138.00
J. Nevsky, Senior Director	60.7	\$645	39,151.50
R. Gruneir, Senior Associate	64.5	\$450	29,025.00
A. Singels-Ludvik, Associate	8.8	\$325	2,860.00
J.L. Ip, Analyst	7.0	\$325	2,275.00
	<u>149.3</u>		<u>\$80,449.50</u>
<u>Abbotsford</u>			
A. Tillman, Managing Director	3.6	\$750	\$2,700.00
V. Chan, Director	34.5	\$465	16,042.50
M. Lee, Senior Associate	26.5	\$375	9,937.50
M. Cheung, Administrator	5.4	\$175	945.00
	<u>70.0</u>		<u>\$29,625.00</u>
	<u>219.3</u>		<u>\$110,074.50</u>
Voluntarily reduced to:			\$100,668.50
Add: Out of pocket expenses including airfare, hotel, travel costs and meals			<u>7,146.88</u>
			<u>\$107,815.38</u>
Add: HST @ 13%			<u>14,016.00</u>
TOTAL INVOICE			<u>\$121,831.38</u>

Mailing Instructions:

Alvarez & Marsal Canada Inc.
Attn: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank: TD Canada Trust
Account Name: Alvarez & Marsal Canada ULC
Swiftcode: TDOMCATTTOR
Bank Address: 55 King Street West
Toronto, ON
Bank Transit #: 10202
Institution #: 0004
Account #: 5519970
Reference #: DME Limited (818344A/B) – Inv. #5
HST#: 83158 2127 RT0001

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – January 20 to February 2, 2019

Charlottetown/Head Office

A. Hutchens

Hrs.

Jan 21	Emails with the insurance broker regarding a 60-day extension to the policy expiry dates; review the schedule of insurance coverage limits by location and internal emails regarding limit reductions to better align coverage amounts with the bids received in the Sales Process; email from Cox & Palmer on the rescheduling of the Court hearing for approval of the auctions services agreement for the Abbotsford assets and internal discussion on same.	0.8
Jan 22	Internal discussion on the approach for final round bids for ASM and review the draft process letter to be provided to bidders.	0.4
Jan 23	Review revisions to the schedule of insurance coverage limits for property/assets by location and emails with the insurance broker on same; review the draft Supplemental Report to the First Report of the Receiver (the "First Supplemental Report") and internal emails on same.	1.5
Jan 24	Internal discussion on final round bids received for ASM; review the revised draft First Supplemental Report and internal emails to finalize same.	0.8
Jan 28	Internal discussions and emails on open receivership matters; review and finalize a series of disbursements.	0.6
Jan 29	Review the updated and extended cash flow forecast and internal emails on same; review briefing email and related documents from Cox & Palmer regarding the NSI litigation/arbitration.	1.2
Jan 30	Review the revised updated and extended cash flow forecast and internal emails on same; internal discussion on open receivership matters; respond to creditor inquiries; teleconference with Cox & Palmer on the NSI litigation/arbitration, tomorrow's Court hearing and related matters; review and finalize a series of disbursements.	2.0
Jan 31	Review the draft Asset Purchase Agreement for DME Charlottetown and internal emails on same.	1.0
TOTAL – A. Hutchens		8.3 hrs.



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – January 20 to February 2, 2019

J. Nevsky

Hrs.

Jan 21	Emails with ██████ regarding diligence matters; call with ██████ and M. ██████ to discuss operations, customer inquiries and open diligence items; review of customer account and discussions with R. ██████ to finalize delivery of equipment; discussions with ██████ regarding ██████ account reconciliation and disputed invoice items; call with P. Williams regarding return of escrow funds to customer and follow-up discussions with customer; respond to customer inquiries to complete sales of brewery systems and collection of accounts receivable; call with ██████ and ██████ regarding production schedule and systems deliveries; call with ██████ regarding the release of deliveries on hold; discussions with R. Gruneir regarding status of bidders in the ASM Sale Process.	5.6
Jan 22	Call with ██████ regarding the release of spare parts and collection of escrow account; discussions with A. Singels-Ludvik and R. Gruneir regarding cash flow and status of collections; call with R. Gruneir and representatives with ASM bidder regarding revised offer; call with P. Williams regarding ASM Sale Process and other receivership matters; draft Sale Process Final Bid Instruction letter to be distributed to ASM bidders; review and reconcile ASM accounts receivable with J. Ip; calls with each of the potential ASM bidders regarding the ASM Sale Process; discussions with V. Chan on open receivership matters; review and update the draft ASM asset purchase agreement and discussions with P. Williams regarding same.	6.4
Jan 23	Review of project and delivery schedules and discussions with ██████ on same; telephone calls with ASM Sale Process bidders to provide status update on accounts receivable and other diligence matters to assist in Final Bids; discussions with R. Gruneir regarding the ASM Sale Process, ongoing DME diligence and other open matters; review data room files and post to ██████ folder; emails with customers regarding deliveries, final invoices and release forms; prepare the draft Supplemental Report to the First Report describing the ASM Sale Process and results and discussions with P. Williams on same; emails with ██████ on diligence requests and discussions regarding timelines to close; review of Final ASM Bids received.	7.6



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – January 20 to February 2, 2019

- Jan 24 Further prepare the Supplemental Report to the First Report; attend [REDACTED] diligence call with [REDACTED] and [REDACTED]; review of further Final ASM Bids received; review of amended Court materials for the ASM Sale Motion and teleconference with P. Williams and G. Cooper regarding Court materials and Supplemental Report; review of correspondence received from legal counsel to DME supplier and reconcile account details with DME's records; discussions with A. Hutchens regarding results of ASM Sale Process; discussions with [REDACTED], [REDACTED] and [REDACTED] to review the group of customer accounts that have open purchase orders with [REDACTED] manufacturing contractor and discuss next steps; finalize Receiver's Supplemental Report with results of ASM Sale Process; discussions with [REDACTED] and a DME customer to negotiate final settlement of account and delivery of equipment; discussions with [REDACTED] regarding their successful ASM bid, court materials, assignment of lease and other transaction matters; review DME intellectual property listing and draft APA schedule with same; review of [REDACTED] diligence checklist and provide input on same. 9.0
- Jan 25 Discussions with R. Gruneir to review ongoing project schedule and production summary; respond to emails from customers and legal counsel to customers regarding status of equipment and deliveries; call with legal counsel to a customer to discuss status of equipment and payment of remaining receivable balance; call with supplier to reconcile deposit payments and account balance; review diligence items and respond to [REDACTED]'s open questions; complete ASME manufacturing license forms and discussions with [REDACTED] on same; review of customer project details and prepare schedule summarizing amounts owing to [REDACTED] subcontractor; discussions with [REDACTED] and [REDACTED] regarding intellectual property, project schedule and other open diligence items; call with [REDACTED] regarding sale of ASM, assignment of lease and transition items. 7.5
- Jan 28 Emails with customers regarding collection of accounts and delivery of equipment; prepare for and attend diligence call with [REDACTED] and DME; call with legal counsel to a customer to address various matters; review invoices to be approved for payment; correspondence with a customer to negotiate and settle equipment delivery and account balance; review letter received from a customer's legal counsel and discussions with P. Williams regarding same; discussion with J. Ip on utilities accounts. 5.5



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – January 20 to February 2, 2019

Jan 29	Review of DME's accounts receivable insurance policy with EDC; discussions with B. Green and Mr. DeLong on open diligence items; emails with customers regarding collection of accounts and delivery of equipment; review of DME and ASM asset listings and discussions with Mr. DeLong on same; review cash flow activity to date and discussions with R. Gruneir regarding same; emails with Mr. DeLong regarding ASME manufacturing certifications.	4.5
Jan 30	Review the updated and extended cash flow forecast and discussions with R. Gruneir on same; discussions with Mr. DeLong regarding accounts receivable collections and reconciliation of accounts collected to date; meeting with Mr. DeLong and Mr. DeLong on operations and open diligence items; teleconference with R. Gruneir, B. Green and EDC regarding DME's receivable insurance policy; call with B. Young and customer to reconcile account balance and negotiate final settlement; attend diligence meeting with Mr. DeLong , B. Green and Mr. DeLong ; emails with customers regarding equipment deliveries and status of payments; review of updated project summary schedules and discussions with B. Young on same; meeting with AESI regarding production schedules and transition on a transaction closing; teleconference with A. Hutchens, G. Cooper and P. Williams regarding Mr. DeLong and related receivership matters.	8.6
Jan 31	Review black-lined Asset Purchase Agreement received from counsel to Mr. DeLong ; meeting with B. Young and Mr. DeLong on production and delivery schedules; attend at Cox & Palmer's offices to meet with P. Williams and G. Cooper to prepare for Abbotsford and ASM Sale Approval motions and attend Court for same; discussions with Mr. DeLong regarding production schedule and invoice disputes; call with R. Grunier regarding equipment sale; call with Mr. DeLong on open diligence matters and timeline to execution of APA.	6.0
TOTAL – J. Nevsky		60.7 hrs.



DME Limited Partnership -- 818344A and 818344B
DETAILED SUMMARY -- January 20 to February 2, 2019

<u>R. Grunier</u>	<u>Hrs.</u>
Jan 21 Review emails from the previous evening and respond accordingly; correspondence with M. Ryan regarding materials to purchase; discussion with J. Nevsky regarding several matters; email to D. Bruce for updated AR tracker; update AR schedule and provide to J. Nevsky for review; emails with ██████ regarding working capital position at transaction close; discussion with ██████ and ██████ regarding project analysis; respond to a Demand for Repossession; teleconference with bidder on ASM to obtain update on finance condition; review letter provided by bidder's legal counsel and discussions with J. Nevsky regarding same.	6.9
Jan 22 Respond to customer and creditor inquiries; meeting with DME bidder and management to discuss several matters; preparation of initial AR aging schedule for NSI and send to ██████ to update to include breakout for projects; update R&D to reflect prior week's actuals; teleconference with ASM bidder to obtain update on financing requirements and final bid procedure update; meet with bidder at ASM to walk through facility and discuss next steps; meet with landlord of ASM facility; review payroll with ██████ and approve for processing; meet with bidder and management to walk through several items.	7.6
Jan 23 Emails with ASM bidder to coordinate wire transfer; call with customer to discuss in-process projects and outstanding AR balances; emails with A. Singels-Ludvik regarding payroll funding; meeting with ██████ to walk through project and determine appropriate change orders; review project shipping dates and update project analysis accordingly; emails with ██████ to provide updates on customer accounts; respond to creditor inquiries; review schedule prepared by DME bidder; meet with ██████ on bidder project analysis; input A&M comments; teleconference with J. Nevsky to review same.	8.1
Jan 24 Discussions with ██████ regarding payroll matters and emails with ADP on same; respond to customer and creditors; meet with N. Chaisson on customer change orders; review project analysis prepared by ██████ and ██████ and adjust for projects that should not have been removed; prepare updated analysis and compare to VDR project analysis; call with J. Nevsky to discuss updated project analysis; review updates with ██████; additional changes to analysis and send to J. Nevsky to review.	10.2



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – January 20 to February 2, 2019

Jan 25	Respond to customer and creditor inquiries; call with J. Nevsky to on the updated project analysis; input comments from J. Nevsky and emails with bidder and management on same; discussion with N. Chaisson on a customer project; teleconference with same customer to review outstanding AR and in-progress projects.	6.8
Jan 28	Respond to customer and creditor inquiries; call with V. Chan to discuss several matters; call with [REDACTED] to discuss AR collection; call with customer to discuss payment of outstanding AR balance; teleconference with bidder, management and J. Nevsky on open diligence matters; call with [REDACTED] regarding customer equipment; emails with P. Williams on Loris inventory; prepare disbursement schedule and send with invoices to A. Singels-Ludvik for payment; update intellectual property schedule based on [REDACTED] [REDACTED] and [REDACTED]'s comments and provide to P. Williams for review.	6.7
Jan 29	Respond to customer and creditor inquiries; emails with consignment inventory supplier regarding next steps; teleconference with bidder; emails with A. Singels-Ludvik to provide banking information to return deposit for unsuccessful bid; calls with customer to finalize outstanding balances, etc.; review NSI AR listing and emails with [REDACTED] related to same; correspondence with V. Chan and [REDACTED] to on February rent; update cash flow forecast to reflect actuals from the previous week and extend forecast to end of February.	6.5
Jan 30	Emails with A. Hutchens regarding updated and extended cash flow forecast; review [REDACTED] analysis prepared by [REDACTED] and provide to bidder for discussion; teleconference with bidder regarding status of diligence; request wire confirmation for [REDACTED] payment and emails with [REDACTED] on required license renewals; review payroll register and submit to A. Singels-Ludvik for funding; discussions with A. Singels-Ludvik regarding source deduction remittance for ASM; internal emails to coordinate uploads to the VDR; teleconference with TD Bank and P. Williams to discuss Loris inventory.	6.0
Jan 31	Respond to customer and creditor inquiries; emails with [REDACTED] to obtain quote sheet that outlines all change orders for customer's equipment and call with customer's counsel to discuss same; emails with [REDACTED] to discuss bidder's questions; prepare final statements for customer; teleconference with bidder on open diligence items; update diligence status tracker and provide to bidder for review.	5.7
TOTAL – R. Gruneir		64.5 hrs.



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – January 20 to February 2, 2019

A. Singels-Ludvik

Hrs.

Jan 21	Bank reconciliation to date and update Schedule of Receipts and Disbursements (“R&D”); review emails regarding incoming receipts; call to RBC to confirm same.	0.5
Jan 22	Process invoices for payment; prepare/process wire transfer forms; update R&D; telephone call from RBC to confirm same; review internal emails regarding R&D matters; call to RBC to confirm incoming funds.	1.9
Jan 23	Internal emails regarding payments required; process wire transfer form to fund payroll to ADP; update R&D; internal emails regarding R&D related matters; call to RBC to confirm incoming funds.	0.6
Jan 28	Process invoices for payment; prepare/process wire transfer forms regarding same for some; update R&D; organize backup regarding same; telephone call from RBC to confirm same; review internal emails regarding R&D matters.	3.2
Jan 29	Review emails regarding banking activity; process wire to return bid deposit; update R&D.	0.6
Jan 30	Process invoices for payment; prepare/process wire transfer forms regarding same for some; update R&D; telephone call from RBC to confirm same; review emails regarding banking activity.	1.8
Jan 31	Process wire transfer forms to RBC; telephone call from RBC to confirm same.	0.2
TOTAL – A. Singels-Ludvik		8.8 hrs.

Abbotsford

A. Tillman

Hrs.

Jan 22	Call with counsel regarding Court hearing and closing matters; internal discussions regarding premises and sale conclusion matters.	1.3
Jan 28	Attend to email correspondence regarding creditor, customer and liquidation inquiries; internal discussions regarding site exit matters and customer goods.	1.2
Jan 29	Attend to customer matters regarding goods retrieval.	0.3
Jan 30	Attend to liquidator sale matters and customer goods release.	0.8
TOTAL – A. Tillman		3.6 hrs.



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – January 20 to February 2, 2019

<u>V. Chan</u>	<u>Hrs.</u>
Jan 21 Coordinate return of safety logbooks to Technical Safety BC; review insurance renewal policy; coordinate moving of remaining customer equipment; consider impact of delay in Court approval of sales process; attend to the removal of intellectual property including signage; attend to return of Technical Safety BC work manuals.	3.0
Jan 22 Adjust coverage for renewal of insurance policy; call with P. Williams to discuss upcoming Court hearing and sales process matters; attend to sale of equipment matters including timing of shipment and calculation of receivable owing; request customer list for marketing for liquidation process; attend to IT matters; attend to 30-day good matters.	4.0
Jan 23 Attend to sale of equipment matters including shipping issues for various customers; correspondence with customer with equipment completed at NSI; attend to 30-day good claims; attend to IT and server matters; review outstanding accounts with [REDACTED].	3.0
Jan 24 Respond to customer inquiries regarding Loris; review outstanding accounts with [REDACTED]; attend to IT and server matters.	2.0
Jan 25 Attend to payroll matters, respond to customer inquiries regarding drawings; attend to retention of books and records, computer data and vacating Progressive Way premises.	2.0
Jan 28 Review correspondence regarding inventory stored at third-party location; follow-up on accessories on shipment for customer; respond to customer inquiries regarding drawings; review invoices for utilities and contractors; review customer list for NSI; coordinate timeline with liquidators; attend to retention of books and records and vacating Progressive Way premises; review outstanding accounts with [REDACTED].	3.5
Jan 29 Attend to customer inquiries and requests for electronic drawing files and material reports; attend to matters relating to accessories for a customer shipment; coordinate vacating Progressive Way premises and payment of contractors; discussion with liquidators regarding marketing materials and review of same; attend to IT and server matters.	3.0
Jan 30 Attend to customer and their legal counsel requests for electronic drawing files and material reports; attend to matters relating to accessories for customer shipment and request from customer to pick up component; coordinate vacating Progressive Way premises; attend to payment of contractors; respond to customer requesting purchase of equipment.	2.0

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – January 20 to February 2, 2019

Jan 31	Attend site to check on vacating Progressive Way premises, retention of books and records, consolidating computer equipment and promotional materials; discussions with landlord; discussion with customer's legal counsel regarding obtaining additional electronic files and search for relevant information; discussions with liquidator regarding logistics of the auction.	7.5
Feb 1	Discussion with customer's legal counsel regarding obtaining additional drawings and discussion with former employee regarding same; draft bill of sale and release for sale of equipment; discussion with liquidator regarding marketing strategy and promotional materials and review of same; correspondence with CRA regarding retention of books and records after an acquisition.	4.5
TOTAL – V. Chan		34.5 hrs.

M. Lee

Hrs.

Jan 21	Respond to former employees regarding WEPP applications and proofs of claim forms; attend to correspondence regarding server backup.	5.5
Jan 22	Respond to former employees regarding WEPP applications, proofs of claim forms and T4s; attend to 30-days goods matters; respond to general creditor enquiries; attend to correspondence with landlord.	4.5
Jan 23	Respond to former employees regarding WEPP application and proofs of claim forms; respond to Service Canada regarding request for employee information; attend to correspondence regarding utilities matters.	2.5
Jan 24	Coordinate and attend to correspondence regarding server backup and Progressive Way office move out; respond to former employees regarding WEPP applications and proofs of claim forms.	2.5
Jan 25	Respond to former employees re WEPP applications and proofs of claim forms.	2.0
Jan 28	Respond to former employees regarding WEPP applications, proofs of claim forms and T4s; review invoices and correspondence regarding same; attend to correspondence with ██████ regarding possession of NSI inventory.	1.5



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – January 26 to February 2, 2019

Jan 29	Attend to correspondence with landlords regarding move-out matters; review contractor invoice and correspondence regarding same; respond to employees regarding WEPP applications, proofs of claim forms and T4s; attend call with new tenant of Progressive Way regarding transition matters.	2.5
Jan 30	Respond to former employees regarding WEPP applications, proofs of claim forms and correspondence with Service Canada regarding same; respond to landlord regarding occupation rent and other matters; attend to correspondence regarding utilities and rents.	1.5
Jan 31	Review invoices; respond to former employees regarding WEPP applications and T4 matters.	1.0
Feb 1	Respond to former employees regarding WEPP applications, proofs of claim forms and T4s; attend to correspondence with landlords and coordinate site visits; coordinate return of leased forklifts; review contractor and utilities invoices; attend to correspondence regarding server reconnection and obtaining engineering drawings.	3.0
TOTAL – M. Lee		26.5 hrs.

<u>M. Cheung</u>	<u>Hrs.</u>	
Jan 21	Submit employee WEPP claims.	0.2
Jan 22	Submit employee WEPP claims.	1.5
Jan 23	Submit employee WEPP claims.	0.3
Jan 24	Calls with utilities regarding receivership accounts and invoices.	0.3
Jan 29	Calls with utilities regarding cancellation of accounts; attend to WEPP matters.	1.5
Jan 30	Emails with former employees regarding their proofs of claim; amend WEPP claims.	0.3
Feb 1	Calls with utilities regarding invoices and account cancellation.	1.3
TOTAL – M. Cheung		5.4 hrs.





Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

February 20, 2019

Royal Bank of Canada
222 Bay Street, 24th Floor
Toronto, Ontario M5K 1G8

Attention: Mr. Gary Ivany, Senior Director, Group Risk Management

DME LIMITED PARTNERSHIP, ET AL (collectively, the "Company")
RE: INVOICE #6 -- 818344A and 818344B

For professional services rendered in our capacity as Court-appointed Receiver pursuant to the Receivership Order dated November 26, 2018, for the period February 3 to 16, 2019.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<u>Charlottetown/Head Office</u>			
A. Hutchens, Managing Director	9.6	\$860	\$8,256.00
J. Nevsky, Senior Director	64.4	\$645	41,538.00
R. Gruneir, Senior Associate	69.1	\$450	31,095.00
A. Singels-Ludvik, Associate	6.4	\$325	2,080.00
J.L. Ip, Analyst	11.6	\$325	3,770.00
	<u>161.1</u>		<u>\$86,739.00</u>
<u>Abbotsford</u>			
A. Tillman, Managing Director	1.0	\$750	\$750.00
V. Chan, Director	28.0	\$465	13,020.00
M. Lee, Senior Associate	12.6	\$375	4,725.00
M. Cheung, Administrator	1.6	\$175	280.00
	<u>43.2</u>		<u>\$18,775.00</u>
	<u>204.3</u>		<u>\$105,514.00</u>

Voluntarily reduced to: \$96,077.00

Add: Out of pocket expenses including
airfare, hotel, travel costs and meals

7,081.40
\$103,158.40
13,410.59

Add: HST @ 13%

TOTAL INVOICE

\$116,568.99

Mailing Instructions:

Alvarez & Marsal Canada Inc.
Attn: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank:	TD Canada Trust
Account Name:	Alvarez & Marsal Canada ULC
Swiftcode:	TDOMCATTTOR
Bank Address:	55 King Street West Toronto, ON
Bank Transit #:	10202
Institution #:	0004
Account #:	5519970
Reference #:	DME Limited (818344A/B) - Inv. #6
HST#:	83158 2127 RT0001

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 3 to 16, 2019

Charlottetown/Head Office

A. Hutchens

		<u>Hrs.</u>
Feb 4	Prepare for and attend teleconference with Cox & Palmer on the draft Asset Purchase Agreement for the DME Charlottetown assets (the “Charlottetown APA”).	2.8
Feb 5	Internal discussion on open receivership matters and ongoing purchaser due diligence; review the revised draft black-lined Charlottetown APA incorporating comments from the Receiver and Cox & Palmer and internal discussion/emails with Cox & Palmer on same.	1.6
Feb 7	Emails with Cox & Palmer on the draft Charlottetown APA; internal discussions on open receivership matters; review and finalize disbursements.	0.7
Feb 8	Review the revised draft black-lined Charlottetown APA, incorporating comments from the Purchaser and Cassels Brock and internal discussion/emails with Cox & Palmer on same; internal update discussion on the status of the Charlottetown APA and related matters.	1.5
Feb 11	Internal discussion and emails on tomorrow’s meeting with ██████.	0.3
Feb 12	Internal discussion to prepare for today’s meeting with ██████ and discussions/emails throughout the day regarding the Charlottetown APA.	0.7
Feb 13	Internal discussions and emails throughout the day regarding the Charlottetown APA.	0.8
Feb 14	Review and revise the draft Second Report of the Receiver and internal emails to finalize same for service.	1.0
Feb 15	Internal discussion on open receivership matters.	0.2
TOTAL – A. Hutchens		9.6 hrs.



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 3 to 16, 2019

J. Nevsky

Hrs.

Feb 4	Review purchaser's mark-up of the Charlottetown APA and prepare summary of findings; discuss internally and with Cox & Palmer; correspondence with ASM customer to organize pick-up of equipment; review of normalized working capital analysis and discussions with J. Ip on same; teleconference with the purchaser of ASM regarding transaction closing and transition arrangements; review of DME projects analysis and upload to data site; discussions with AESI regarding scheduling and invoicing matters; teleconference with A. Hutchens and Cox & Palmer to review discuss purchaser's APAs mark-up; discussion with customer regarding supplier issue and reconciliation of pre-paid balance; call with customer and customer to negotiate final payment and delivery of equipment.	8.2
Feb 5	Review of Workplace Safety account summary and correspondence with WCB; diligence call with DME management and customer ; call with customer regarding outstanding balance; call with customer and customer ; call with customer and customer to discuss ASME licenses and process to maintain certification post-transaction and calls with customer and ASME; call with customer regarding invoice dispute and transition process related to transaction; call with customer and customer regarding inventory count and reconciliation process; review of AR subledgers and discussions with J. Ip regarding same.	5.7
Feb 6	Review of customer's receivables and payables and discuss with to Cox & Palmer; discussions with R. Gruneir regarding inventory counts, open diligence, cash flow forecast and other receivership matters; review of inventory purchase requests and discussions with M. Ryan on same; call with P. Williams regarding customer's , real estate issue and related transaction items; discussions and correspondence with customers regarding shipping equipment and open AR balances; review of inventory count schedules and discussion with R. Gruneir regarding same.	5.4



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 3 to 16, 2019

Feb 7	Discussions with R. Gruneir regarding project analysis and open diligence items; correspondence with R. Young and customer to settle account balance; call with B. MacKinnon to discuss delivery and fabrication schedules; call with B. Green to review normalized working capital schedule and pro-forma opening balance sheet; call with DME management and [REDACTED] to discuss project analysis, opening balance sheet and other open diligence items; call with [REDACTED] regarding invoice disputes and follow up discussions with [REDACTED] MacKinnon regarding same; call with V. Chan to discuss Abbotsford liquidation and receivership matters; correspondence with [REDACTED] MacKinnon regarding payroll detail and Workplace Safety forms; discussions with P. Williams regarding lease disclaimer; correspondence with [REDACTED] regarding ASME certifications.	6.4
Feb 8	Review of further marked-up APA from [REDACTED] and discussions with Cox & Palmer regarding same; teleconference with [REDACTED] and ASME on transition matters post-transaction; teleconference with [REDACTED] and respective legal counsel regarding APA mark-up; follow-up discussions with [REDACTED] on diligence and ongoing operational items; review of cash flow results and forecast and related discussions with R. Gruneir; correspondence with customer regarding shipment and account status; review of working capital analysis and pro-forma balance sheet.	5.5
Feb 11	Emails with customers regarding status of equipment and drafting communications regarding product in China; emails with [REDACTED] to address diligence requests and transaction questions; call with [REDACTED] Green to review pro-forma balance sheet and working capital requirements; drafting of the Receiver's Second Report to Court and discussions with R. Gruneir regarding same; discussions with [REDACTED] MacKinnon regarding IT diligence items; discussions with [REDACTED] Williams regarding APA mark-up and ongoing receivership matters.	8.0
Feb 12	Prepare agenda of items for meetings with [REDACTED] and their counsel and discussions with Cox & Palmer on same; further drafting of Receiver's Second Report to Court; attend meetings throughout the day with Cox & Palmer, [REDACTED] and their counsel in connection with final negotiations of APA and related matters; discussions with G. Cooper regarding [REDACTED] negotiations; emails with RBC regarding ongoing negotiations; call with [REDACTED] regarding production schedule and invoicing matters.	9.2

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 3 to 16, 2019

Feb 13	Attend meetings throughout the day with Cox & Palmer, [REDACTED] and their counsel for final APA negotiations; discussions with G. Cooper regarding the ongoing negotiations with Ziemann; discussions with R. Gruneir, [REDACTED] and [REDACTED] to finalize APA schedules; finalize and execute APA with [REDACTED]; finalize Receiver's Second Report to Court and discussions with A. Hutchens regarding same.	5.6
Feb 14	Teleconference with P. Williams and G. Cooper to review and discuss draft Court materials and hearing ; discussion with R. Gruneir regarding employee communications; emails with customers regarding equipment deliveries and collection of AR; further review and comment on draft Court materials prior to finalizing; coordinate posting of Court materials to Receiver's case website.	5.4
Feb 15	Discussions with P. Williams regarding employee matters, real estate board regulations and other receivership matters; call with legal counsel to a customer to finalize equipment purchase agreement; discussions with legal counsel to release remaining escrow funds in connection with equipment sale; review of cash flow forecast with R. Gruneir and discussions with A. Hutchens regarding same; attend meetings with [REDACTED] regarding operations during period prior to closing.	5.0
TOTAL – J. Nevsky		64.4 hrs.

R. Grunier

Hrs.

Feb 5	Respond to customer and creditor inquiries; email with A. Singels-Ludvik to obtain bank activity from previous week; emails with customers to obtain supporting information; teleconference with DME Management, purchaser and J. Nevsky regarding diligence items; meeting with M. Ryan regarding a demand for repossession of goods; review payroll with [REDACTED] and approve for payment; review vendor invoices and approve for payment; correspondence with A. Singels-Ludvik regarding several disbursements; meeting with [REDACTED] on purchaser diligence items; review draft inventory count workbook.	6.7
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DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 3 to 16, 2019

Feb 6	Respond to customer and creditor inquiries; emails with A. Singels-Ludvik to process payment for prior week's payroll; prepare schedule to outline variances between LOI inventory and inventory count and send to J. Nevsky for review; call with J. Nevsky on inventory count; begin preparation of inventory workbook to bridge LOI inventory to February inventory per system and inventory count; meeting with Mr. MacDonald to prepare System report to outline which projects inventory was allocated to; several revisions to inventory bridge workbook; isolate larger variances in inventory count and investigate; update workbook to reflect final inventory schedule provided by Mr. MacDonald .	9.4
Feb 7	Respond to customer and creditor inquiries; emails with P. Williams regarding a customer; meet with Eastern Fabricators to assign vehicle permits; meet with D. Green and Mr. MacDonald regarding inventory bridge and outstanding items; review scrap inventory to ensure excluded from inventory schedules; meet with Mr. MacDonald regarding DME and NSI AR subledger and assess collectability of accounts; emails with J. Nevsky and J. Ip to provide AR workbook and outline requirements; meet with customer to sell obsolete tank; call with purchaser and J. Nevsky on diligence checklist and other APA matters; call with customer to discuss payment requirements; meet with purchaser to discuss project analysis; review inventory schedules provided by Mr. MacDonald and update inventory bridge workbook.	8.5
Feb 8	Meet with Mr. MacDonald to discuss inventory matters; provide copy of inventory bridge workbook, updated to reflect Mr. MacDonald comments to Mr. MacDonald and Mr. MacDonald to continue review; update workbook to explain variances due to WIP allocations; emails with J. Nevsky regarding inventory; call with J. Nevsky to discuss project analysis and inventory variances; review project summary provided by purchaser and reconcile to master schedule; discussion and emails with J. Nevsky on inventory reconciliation.	8.6
Feb 9	Update inventory bridge workbook for further updates; emails with D. Green and M. MacDonald to provide finalized inventory bridge workbook and to adjust for WIP projects that will not be completed.	2.3
Feb 10	Call with J. Nevsky to discuss schedule to be sent to purchaser; update schedule and covering email based on J. Nevsky comments and send note to buyer.	1.2



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 3 to 16, 2019

Feb 11	Coordinate retrieval of personal belongings of former employees; emails with A. Singels-Ludvik to obtain bank activity for prior two weeks; review emails related to Loris inventory and provide to J. Nevsky for review; emails with A. Singels-Ludvik to process several payments; emails with management related to inventory add backs; prepare cash flow forecast to update actuals for previous two weeks and revised estimates to close and emails with J. Nevsky on same.	7.8
Feb 12	Review emails related to DME receivership and respond accordingly; prepare R&D schedule required for Court report; calls with J. Nevsky to discuss APA and other matters; correspondence with H. M. Phee regarding approved expenses and payroll processing; emails with H. MacPhee regarding insurance; review several schedules related to APA and update same.	6.3
Feb 13	Call with J. Nevsky to discuss open APA matters; tour manufacturing plant with B. MacPhee to verify fixed assets included in the APA schedule; review all of the schedules to be included in the APA and update based on additional information; emails with A. Singels-Ludvik to process payroll for the previous week; draft and send email to purchaser with all of the APA schedules and noted changes; teleconference with purchaser, J. Nevsky and M. P. Long regarding final diligence points; call with J. Nevsky and purchaser to discuss project status; final updates to APA schedules and circulate same to purchaser and J. Nevsky.	7.4
Feb 14	Prepare schedule of all cash receipts from receivership appointment date to present for HST purposes; call with customer and P. Young to determine how to proceed; call with J. Nevsky to discuss several matters; meet with buyer to discuss ASME requirements and status; meet with all employees to provide update on sales process and answer questions; coordinate shipments for several customers and provide update to B. MacPhee .	5.4
Feb 15	Emails with purchaser on APA schedules; correspondence with B. MacPhee regarding HST schedule; meet with J. Nevsky regarding cash flow forecast and update based on current information; prepare schedule to outline proceeds available for distribution and send to J. Nevsky for review and make final edits to same; emails to customers to follow-up on payment, review receiver's inbox and respond to inquiries.	5.1
Feb 16	Call with J. Nevsky on inquiry from purchaser; emails with purchaser regarding Loris inventory.	0.4
TOTAL – R. Gruneir		69.1 hrs.



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 3 to 16, 2019

<u>A. Singels-Ludvik</u>	<u>Hrs.</u>
Feb 4 Process invoices for payment; prepare/process wire transfer forms; call from RBC to confirm same; update R&D; internal emails on R&D matters; prepare bank reconciliations.	2.6
Feb 5 Process wire transfer from and telephone call from RBC to confirm same; update R&D.	0.2
Feb 6 Internal emails regarding payments required; process wire transfer form to fund payroll to ADP; update R&D; internal emails on R&D matters.	0.4
Feb 8 Internal emails regarding HST; discussions regarding pre and post-filing HST collections and review/update R&D.	1.0
Feb 11 Prepare bank reconciliation; emails regarding incoming receipts; call to RBC to confirm same; process wire transfer form to ADP for T4 preparation; update R&D.	1.0
Feb 13 Process wire transfer forms to pay invoices and call from RBC to confirm same; update R&D.	0.4
Feb 14 Further discussions/emails regarding HST and review R&D regarding same.	0.8
TOTAL – A. Singels-Ludvik	6.4 hrs.

<u>J.L. Ip</u>	<u>Hrs.</u>
Feb 4 Review of project analysis documents and post to sale process virtual data room; discussion with telecommunications provider to transfer ASM accounts to purchaser; email correspondence with utility provider to arrange delivery; finalize and review net working capital schedule with J. Nevsky.	3.0
Feb 5 Call with B. Bruce regarding approach to collecting DME and NSI AR; discussions and emails with DME and NSI customers to collect AR.	1.9
Feb 6 Review of insurance documents and post to Sale Process virtual data room; discussions and emails with DME and NSI customers to collect AR; update schedule of outstanding DME and NSI AR.	2.3
Feb 7 Call with D. Bruce regarding outstanding DME and NSI receivables; discussions and emails with DME and NSI customers to collect AR.	1.5



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 3 to 16, 2019

Feb 8	Discussions and emails with DME and NSI customers to collect AR; update schedule of outstanding DME and NSI AR and review of same with J. Nevsky.	1.1
Feb 11	Call with D. Dine and emails with R. Young regarding status of a customer order.	0.3
Feb 12	Discuss Charlottetown APA with T. Dine , emails with DME and NSI customers to collect AR.	1.5
TOTAL – J.L. Ip		11.6 hrs.

Abbotsford

<u>A. Tillman</u>	<u>Hrs.</u>
Feb 16 Attend to various emails and internal calls regarding Abbotsford sale matters.	1.0
TOTAL – A. Tillman	1.0 hr.

<u>V. Chan</u>	<u>Hrs.</u>	
Feb 4	Discussions with a customer's legal counsel regarding obtaining additional drawings and associated costs and discussions with former employees regarding same, including logistics and estimated costs and equipment needed; correspondence with auctioneer regarding inquiries from interested parties; discussion with consultant regarding packaging of intellectual property, marketing materials and servers, customer equipment on shop floor, removal of hazardous chemicals, etc.	3.5
Feb 5	Review renewal of insurance policy; discussion with consultant regarding computer hardware required for customer documents; review invoices submitted; update analysis of work-in-progress and collections; discussions with liquidators regarding auction process.	3.0



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 3 to 16, 2019

Feb 6	Review of outstanding Ar and provide commentary to [REDACTED] and A&M team; review invoices submitted; attend to reclamation of third-party goods matters; attend to customer-related matters and obtaining requested information and discussions on same; discussions with liquidators regarding auction; discussion with consultant regarding open matters.	3.0
Feb 7	Internal call regarding Charlottetown sale, logistics of Abbotsford auction and discussion with potential buyer of DME regarding same; coordinate with consultant on logistics of shipping of servers and documents; follow-up on invoices and related services; correspond with customer's legal counsel regarding costs and files obtained for project; coordinate shipment of customer's equipment accessories; correspond with customer regarding payment on equipment and prepare bill of sale and release letter; follow-up on inquiry relating to possible reclamation of property; review and coordinate with liquidator marketing materials for auction; attend to payment of invoices.	5.0
Feb 8	Review insurance extension policy and request summary of changes; correspond with potential buyer of DME regarding auction information and shipment of servers and intellectual property and related logistics; review of liquidator's marketing materials; respond to customer inquiry; internal correspondence regarding reconciliation of receivable account; upload files for customer project; attend to deposit of receipts; attend to utilities matters.	3.0
Feb 11	Follow-up on sale of customer equipment, revised bill of sale and release and provide payment information; attend to customer and auction-related inquiries; attend to equipment on-site and ownership; follow-up on insurance extension and coverage changes; attend to reclamation of property claims; review disclaiming of leases and preparation of letters to landlords.	3.5
Feb 12	Review of invoices for payment; review of insurance extension policy; respond to customer inquiries; attend to matters relating to disclaiming of property leases; discussion with consultant regarding disposal of chemicals, shipment of customer equipment, reclamation of property claims and other matters.	2.5
Feb 13	Provide update to liquidators regarding customer tanks and usage of servers; discussion with consultant regarding disposal of chemicals, shipment of customer equipment, reclamation of property claims and other matters; follow-up on specific insurance policy coverage; follow-up with Technical Safety BC and logbook requests.	2.0

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 3 to 16, 2019

Feb 14	Review of invoices for payment; review of Court application; consider and discuss with customer, consultant and shipper regarding the coordination of equipment shipment; disclaiming landlord leases.	2.0
Feb 15	Discussion with consultant regarding disposal of chemicals, shipment of customer equipment and pallet of accessories, vacating premises and other matters.	0.5
TOTAL – V. Chan		28.0 hrs.

<u>M. Lee</u>		<u>Hrs.</u>
Feb 4	Respond to former employees regarding WEPPA application and T4 inquiries; review of books and records and review options for removal and storage of same; attend to correspondence regarding server reconnection and discussion of fees regarding same.	2.0
Feb 5	Respond to employees regarding WEPPA application and correspondence with Service Canada regarding same.	0.5
Feb 6	Respond to former employees regarding WEPPA application and correspondence with Service Canada regarding same; attend to correspondence regarding return of gas cylinders; respond to landlord inquiries.	2.0
Feb 7	Respond to former employees regarding WEPPA application; respond to creditors inquiries.	2.0
Feb 8	Respond to former employees regarding WEPPA application and proofs of claim forms; correspondence with landlord regarding condition of premises; attend to correspondence regarding reclamation of property.	1.5
Feb 11	Respond to employees regarding WEPPA; attend to correspondence regarding 30-day goods claim.	1.0
Feb 12	Call with supplier regarding cylinders and other assets; respond to former employees regarding WEPP claims; draft letters to landlords to disclaim leases.	2.0
Feb 13	Respond to creditors regarding reclamation of property; respond to former employees regarding WEPPA application.	0.8
Feb 14	Attend to WEPPA matters and reclamation of property matters.	0.3



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 3 to 16, 2019

Feb 15	Respond to former employees regarding WEPPA application; attend to correspondence regarding vehicle registrations.	0.5
TOTAL – M. Lee		12.6 hrs.

<u>M. Cheung</u>	<u>Hrs.</u>	
Feb 4	Submit amended WEPP claims; respond to former employees on same.	0.5
Feb 5	Submit amended WEPP claims; respond to former employees on same.	0.3
Feb 8	Review invoices for payment; deposit cheques.	0.5
Feb 14	Review invoices and send to A&M Toronto for payment.	0.3
TOTAL – M. Cheung		1.6 hrs.





Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

March 28, 2019

Royal Bank of Canada
222 Bay Street, 24th Floor
Toronto, Ontario M5K 1G8

Attention: Mr. Gary Ivany, Senior Director, Group Risk Management

DME LIMITED PARTNERSHIP, ET AL (collectively, the "Company")
RE: INVOICE #7 -- 818344A and 818344B

For professional services rendered in our capacity as Court-appointed Receiver pursuant to the Receivership Order dated November 26, 2018, for the period February 17 to March 23, 2019.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<u>Charlottetown/Head Office</u>			
J. Nevsky, Senior Director	33.9	\$645	\$21,865.50
R. Gruneir, Senior Associate	71.8	\$450	32,310.00
A. Singels-Ludvik, Associate	13.4	\$325	4,355.00
	<u>119.1</u>		<u>\$58,530.50</u>
<u>Abbotsford</u>			
V. Chan, Director	30.5	\$465	\$14,182.50
M. Lee, Senior Associate	23.8	\$375	8,925.00
M. Cheung, Administrator	4.3	\$175	752.50
	<u>58.6</u>		<u>\$23,860.00</u>
	<u>177.7</u>		<u>\$82,390.50</u>
Voluntarily reduced to:			\$65,000.00
Add: Out of pocket expenses including airfare, hotel, telephone, travel costs and meals			<u>8,332.55</u>
			<u>\$73,332.55</u>
Add: HST @ 13%			<u>9,533.23</u>
TOTAL INVOICE			<u>\$82,865.78</u>

Mailing Instructions:

Alvarez & Marsal Canada Inc.
Attn: Audrey Singels-Ludvik
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON M5J 2J1

Wiring Instructions:

Bank: TD Canada Trust
Account Name: Alvarez & Marsal Canada ULC
Swiftcode: TDOMCATTTOR
Bank Address: 55 King Street West
Toronto, ON
Bank Transit #: 10202
Institution #: 0004
Account #: 5519970
Reference #: DME Limited (818344A/B) -- Inv. #7
HST#: 83158 2127 RT0001

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 17 to March 23, 2019

Charlottetown/Head Office
J. Nevsky

		<u>Hrs.</u>
Feb 19	Call with M. [REDACTED] and R. [REDACTED] regarding production and shipping schedules; prepare response to legal letter received from customer in connection with disputed AR balance; emails with customers regarding status of equipment and AR; discussion with representatives from [REDACTED] regarding operations during transition period; discussions with R. Gruneir regarding cash flow forecast; call with R. Gruneir and DME employee regarding services contract; call with D. Green regarding inventory reconciliation and other matters to address during transition period.	3.5
Feb 20	Call with Z. [REDACTED] and M. De Jong regarding closing matters, operations during transition period and other transaction related items; review of customer AR balance and discussions with R. Young regarding settlement; call with Cassels Brock regarding transaction closing checklist and related matters.	2.2
Feb 21	Discussions with D. [REDACTED] and M. [REDACTED] regarding [REDACTED] invoices and account status; discussions with [REDACTED] and M. De Jong regarding transaction closing and transition period matters; emails with [REDACTED] in connection with ASME and PEI manufacturing licenses and required forms; discussions with R. Gruneir regarding reconciliations of AR and cash flow forecast.	2.4
Feb 22	Meeting with R. Young , M. De Jong and D. Green regarding transaction closing and transition matters; emails with representatives of [REDACTED] on account status; attend meeting at Cox & Palmer to discuss open receivership items and today's Court hearing; attend at Court for the Charlottetown sale approval motion.	7.0
Feb 25	Discussion with M. De Jong on employee matters; discussions with R. Gruneir and [REDACTED] regarding final inventory purchases and vendor payments; correspondence with customers regarding final collections and deliveries and follow-up with [REDACTED] on same; correspondence with [REDACTED] regarding customer collections and reconciliation of accounts; discussion with P. Williams regarding asset purchase agreement and transaction closing.	2.5
Feb 26	Correspondence with D. [REDACTED] to reconcile and finalize certain customer accounts; discussions with Z. [REDACTED] regarding Abbotsford liquidation process and transfer of intellectual property and books and records; discussions with [REDACTED] and review of final [REDACTED] invoicing details.	1.2

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 17 to March 23, 2019

Feb 27	Review of vendor invoices and discussions with McMillan regarding same; discussions with McMillan to settle and finalize account; call with P. Williams to discuss customer inquiries and draft communication regarding same; review of property tax details and discussions with R. Gruneir and McMillan on same; discussions with McMillan and McMillan to schedule final customer deliveries.	1.0
Feb 28	Review of APA closing documents and discussions with G. Cooper and P. Williams on same; discussions with R. Gruneir regarding cash flow forecast and related closing matters; teleconference with customer and McMillan regarding equipment deliveries; correspondence with McMillan to finalize account.	2.2
Mar 1	Review of property tax details and discussions with R. Gruneir and McMillan on same; discussions with P. Williams regarding transaction closing and related process/documents; discussions with management and McMillan on operational transition matters.	1.6
Mar 4	Teleconference with Cox & Palmer regarding transaction closing matters; discussions with McMillan and McMillan to review final McMillan invoices; discussions with R. Gruneir regarding transaction closing and related receivership matters; call with McMillan regarding transaction closing; teleconference with Cox & Palmer, Cassels Brock and McMillan regarding transaction closing matters; discussions with Cox & Palmer regarding purchase price allocation and related tax matters.	1.4
Mar 5	Discussions with P. Williams regarding closing of transaction and related matters; correspondence with customers regarding final deliveries; discussion McMillan regarding McMillan based vendor inquiries and communications plan.	1.8
Mar 6	Discussions with R. Gruneir regarding employee and transaction post-closing matters and final receivership tasks; discussions with McMillan regarding operational transition and employee items; discussions with McMillan regarding tax matters.	1.8
Mar 11	Discussions with R. Gruneir regarding remaining receivership tasks; emails to respond to customer and supplier inquiries; emails with vendors to close service accounts.	0.8
Mar 12	Emails with customers and suppliers on final receivership matters; call with McMillan regarding transition matters.	0.5
Mar 13	Emails to respond to customer and supplier inquiries.	0.4

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 17 to March 23, 2019

Mar 15	Discussion with M. De Jong regarding transition matters; emails to respond to customer and supplier inquiries.	0.8
Mar 19	Emails to respond to customer and supplier inquiries and discussions with R. Gruneir regarding same.	1.5
Mar 21	Emails to respond to customer and supplier inquiries and discussions with R. Gruneir regarding same.	0.8
Mar 22	Discussions with P. Williams regarding remaining receivership tasks.	0.5
TOTAL – J. Nevsky		33.9 hrs.

R. Grunier

Hrs.

Feb 19	Correspondence with H. MacPherson regarding payroll; emails with a supplier on a demand for repossession of goods; correspondence with customer regarding equipment and prior receivables; provide update to A. Hutchens on insurance credit and emails with insurance broker regarding same; meet with J. Nevsky on completion tasks; call with S. MacPherson regarding go-forward plans, etc.; review schedule provided by D. Brown for HST purposes; review payroll register provided by H. MacPherson .	5.1
Feb 20	Respond to customer and creditor inquiries; call with customer to finalize receivable balances and organize payment and shipment of equipment; internal emails on prior week's payroll; correspondence with supplier regarding invoices; call with J. Ip to review receivable balances and collections to date; update cash flow forecast; discussion and emails with D. Brown regarding AR status; emails with D. Brown and M. MacDonald regarding inventory and provide Syspro reports.	7.2
Feb 21	Emails to customers with finalized schedules and statements for payment; internal emails on disbursements for the week; call with supplier to discuss demand for repossession of goods; review EDC schedules prepared by D. Brown and send follow-up questions; review Syspro reports provided by M. MacDonald and emails to follow-up on questions.	5.8
Feb 22	Internal emails on purchased AR and other matters; emails with M. De Jong and R. Young to prepare letter to customer regarding equipment status; emails with H. MacPherson on payroll matters; coordinate posting of documents to case website.	3.4



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 17 to March 23, 2019

Feb 25	Meeting with J. Nevsky on open receivership items; prepare letter to logistics provider; discussion and emails with _____ on materials to be purchased; prepare analysis of changes in inventory from the count date to February 22.	6.5
Feb 26	Internal emails on disbursements; meeting with J. Nevsky on open receivership items; emails with supplier on invoices; review payroll register and approve for payment; correspondence with insurance broker regarding credit to be received.	6.3
Feb 27	Follow-up with customer regarding payment status; emails with _____ regarding HST stub period; internal emails on previous week's payroll; prepare schedule to outline HST payable; emails with _____ regarding T4s and ROEs; emails with _____ on EDC analysis and requirement to prepare claim documents; update R&D to actualize for previous two weeks.	5.5
Feb 28	Emails with J. Ip on utilities disbursements; prepare purchase price calculation based on the Charlottetown APA; prepare support/calculations for all adjustments; review go-forward employees and ensure that they were included in previous payroll registers; emails with _____ on updated inventory _____ reports; meeting with J. Nevsky to review purchase price calculation, update as required and emails with Cox & Palmer on same.	5.3
Mar 1	Internal emails on disbursements; call with management on open items; prepare BOS and release for customer and coordinate shipment; update Charlottetown purchase price calculation; calls with Cox & Palmer regarding property tax adjustment for purchase price calculation ; finalize purchase price calculation and distribute to purchaser and Cassels Brock for review; call with insurance broker on long-tail coverage options.	5.0
Mar 3	Correspondence with _____ regarding inventory reports; prepare inventory bridge to identify variances between Syspro reports.	1.7
Mar 4	Finalize inventory bridge and provide to J. Nevsky for review; teleconference with J. Nevsky and Cox & Palmer to review closing agenda; call with J. Nevsky and _____ to discuss open items and closing agenda; call with _____ to discuss payroll; internal discussions regarding HST remittances; update schedule to outline HST payable; call with DME supplier to discuss form 75 demand for repossession status; preparation of supplier schedule to ensure service contacts updated to NewCo; update cash flow forecast to reflect prior week's actuals and changes to forecast estimates.	4.6

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 17 to March 23, 2019

Mar 5	Finalize inventory schedule and send to the Zimmerman for their review; correspondence with management for update on project status; teleconference with customer to finalize payment amounts; prepare schedule to outline required disbursements and send to A. Singels-Ludvik for processing; emails with Cassels Brock regarding wire instructions for final payment.	4.3
Mar 6	Emails and calls with customer on appropriate payment; preparation of final release for customer signature; track bank account activity to ensure funds received; emails with customer to coordinate payment; prepare email to A. Hutchens and J. Nevsky regarding HST liability; emails with A. Hutchens regarding HST.	3.3
Mar 7	Emails with B. Brown to clarify which business NSI transacted under; obtain copy of tax returns and send to A. Hutchens.	1.4
Mar 11	Review payroll registers to determine monthly salary; finalize service provider schedule and send to XXXXXX to update accounts as required; contact several service providers to update account information; review payroll register and approve for payment; respond to several creditor inquiries.	3.4
Mar 12	Respond to customer and creditor inquiries.	0.6
Mar 13	Emails with Eastern Fabricators to obtain information regarding ASM; call with M. D. Long and R. Young to discuss several matters.	1.3
Mar 14	Emails with M. D. Long on a specific vendor; correspondence with utility providers to obtain revised statements of account; call with M. D. Long and R. Young on vendor and other matters.	0.8
Mar 15	Respond to inquiries from purchaser of ASM.	0.3
TOTAL – R. Gruneir		71.8 hrs.

A. Singels-Ludvik

Hrs.

Feb 19	Process invoices for payment; update Schedule of Receipts and Disbursements (“R&D”); internal emails on R&D matters; prepare bank reconciliations.	2.2
Feb 20	Internal emails regarding disbursements; process wire transfer to ADP to fund payroll; update R&D; internal emails on R&D matters.	1.0
Feb 21	Process invoices for payment and update R&D.	1.2



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 17 to March 23, 2019

Feb 22	Process invoice for payment and update R&D.	0.2
Feb 27	Internal emails regarding disbursements; process wire transfer to ADP to fund payroll; update R&D.	0.4
Feb 28	Process invoices for payment and update R&D.	1.4
Mar 1	Process invoices for payment; update R&D; internal emails on R&D matters; prepare bank reconciliations.	1.8
Mar 3	Internal emails regarding disbursements; prepare bank reconciliations.	1.0
Mar 5	Process cheques received for deposit and update R&D.	0.2
Mar 6	Internal emails regarding disbursements; process wire transfer to ADP to fund payroll; update R&D.	0.5
Mar 7	Process invoices for payment and update R&D.	0.2
Mar 8	Process invoices for payment and update R&D.	0.5
Mar 13	Internal emails regarding disbursements; process wire transfer to ADP to fund payroll; update R&D.	0.5
Mar 18	Process invoices for payment and update R&D.	2.1
Mar 21	Process invoice for payment and update R&D.	0.2
TOTAL – A. Singels-Ludvik		13.4 hrs.

Abbotsford

V. Chan

Hrs.

Feb 20	Follow-up on payment for sale of customer equipment; review marketing materials and respond to [REDACTED]; attend to matters relating to shipment of servers.	1.0
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DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 17 to March 23, 2019

Feb 21	Attend to customer payment matters; correspond with customer and shipper regarding shipment of equipment; discussion with contractor regarding timing of shipments of customer equipment and servers and IP to PEI including photos and coordination; correspond with auctioneers regarding logistics of sale and other matters; review correspondence from legal counsel of a third-party with company goods; follow-up on customer equipment stored on site; review retention of books and records.	3.0
Feb 22	Attend to customer equipment matters; correspondence with M. de Jong and others regarding shipment of servers, IP and books and records of NSI; attend to storage of books and records of NSI; follow-up on landlord's inquiries regarding overhead cranes; correspondence with contractor regarding various matters.	2.5
Feb 25	Call with contractor regarding upcoming auction and other matters; follow-up with DME regarding accounting records and coordinate storage of records per CRA regulations.	1.0
Feb 26	Reconcile AR balance with payment received; attend company site for first day of auction; review materials and records to be sent to PEI and coordinate site visit by M. MacDonald ; prepare invoice for customer.	6.0
Feb 27	Correspondence with contractor and M. MacDonald regarding site visit; correspondence with auctioneers regarding Day 1 update and preliminary calculation of allocation of proceeds to Receiver; respond to landlord inquiries; follow-up on customer's heat exchanger.	2.5
Feb 28	Respond to AR and project inquiries; update with contractor regarding M. MacDonald 's review of records and certain purchases in auction; attend to utilities and cancellation; review and approve invoices.	2.0
Mar 1	Follow-up on auction proceeds and estimated recovery to Receiver; attend to customer equipment and sale; update with contractor regarding vacating premises, internet, shipment of records to PEI and retrieval of auction and customer equipment; follow-up on receipts; attend to landlord matters and security deposits.	3.0
Mar 4	Follow-up on payment from customer; consider employment and other records to be maintained by Receiver.	0.5
Mar 5	Review landlord security deposit letters; attend to accounting of auction proceeds; review invoices for payment; follow-up on payment from customers; consider employment records to be kept by Receiver; attend to return of third-party equipment.	1.5

DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 17 to March 23, 2019

Mar 6	Correspondence with landlord regarding customer equipment remaining on premises; coordinate retrieval and sale of yeast vessels for customer; correspondence with landlord regarding information request received for former employee.	1.5
Mar 7	Review invoices; inquire into obtaining information of former employer; discussion with contractor regarding auction and clean-up of premises.	0.5
Mar 8	Discussion with Infinity/Joiner regarding payment of net minimum guarantee, discussion with contractor regarding clean-up of premises, movement of equipment and pick-up on bank draft; consider security deposit and property taxes owing and correspondence with W. Skelly of same.	2.0
Mar 11	Consider lease deposits and correspondence with S. Skelly regarding same; attend to general administrative matters; status update on auction sales and vacating premises.	0.5
Mar 12	Respond to creditor inquiries; correspondence with contractor regarding auction sales and vacating premises.	0.5
Mar 13	Correspondence with tenant, landlord, contractor and auctioneer regarding vacating South Fraser Way; follow-up on auction proceeds.	0.5
Mar 15	Correspond with contractor and insurance broker regarding vacating premises and cancellation of insurance; follow-up on final accounting from auctioneer.	0.5
Mar 19	Respond to creditor inquiries; correspondence with contractor regarding auction sales and vacating premises.	0.5
Mar 22	Review final accounting from Infinity on net NSI auction proceeds and internal emails on same.	1.0
TOTAL – V. Chan		30.5 hrs.

M. Lee

Hrs.

Feb 19	Attend to vehicle registration matters; respond to former employees regarding WEPP applications.	1.0
Feb 20	Respond to former employees regarding WEPP applications and T4s; attend to reclamation of property matters; attend to correspondence regarding release of products from Aqua Flo.	1.5



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 17 to March 23, 2019

Feb 21	Attend to correspondence with XXXXXX regarding release of materials; attend to correspondence regarding reclamation of property; respond to former employees regarding WEPP applications and T4s; attend to correspondence with landlords; respond to creditors.	3.0
Feb 22	Respond to former employees regarding WEPP applications and T4s; review books and records and coordinate storage of same; attend to correspondence with XXXXXX regarding gas cylinders; respond to creditors.	2.0
Feb 26	Respond to former employees regarding WEPP applications; respond to creditors.	1.0
Feb 27	Attend to correspondence with landlords regarding various matters including condition of premises and vacating of same.	0.5
Feb 28	Attend to WEPP matters; review utilities invoices and analyze go forward payables; respond to landlords regarding vacating premises.	1.0
Mar 1	Attend to correspondence with landlord regarding vacating premises and transition matters; review landlord lease and security deposits and draft letters regarding same; correspondence with Linde regarding release of cylinders.	1.5
Mar 4	Draft letters to landlords and internal discussion on same; attend to WEPPA matters; attend to matters regarding vacating premises; respond to creditors.	1.5
Mar 5	Draft letters to landlord regarding release of security deposits and internal discussions on same; respond to former employees re WEPPA applications and proof of claim assistance; attend call with Employment Standards Branch of PE re former employee complaint regarding severance; respond to landlord on transition of utilities.	1.5
Mar 6	Issue letters to landlords regarding release of security deposits; respond to former employees on WEPPA applications and T4s; attend call with Employment Standard Branch of PE to discuss complaint filed by former employees.	1.5
Mar 7	Respond to former employees on WEPPA applications and T4s; attend to correspondence with Fortis BC on utilities matters and receivership proceedings generally; review security monitoring invoice and coordinate return of equipment.	1.0



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 17 to March 23, 2019

Mar 8	Respond to former employees re WEPPA applications and T4s; attend to correspondence with landlord re vacating premises and transition matters; attend to correspondence with Suprise Propane re recovery of propane tanks.	0.7
Mar 11	Respond to former employees re WEPPA applications and T4s; attend to correspondence with landlord re vacating premises.	0.3
Mar 12	Respond to former employees re WEPPA applications and T4s; attend call with Service Canada re same; respond to landlord re security deposits.	0.8
Mar 13	Attend to correspondence with landlords re vacating premises and transition matters; review and reconcile WEPP detailed accounts statement and correspondence with Service Canada re same.	3.0
Mar 14	Respond to former employees re WEPPA applications and T4s; attend to vacating premises and transition matters.	0.8
Mar 19	Respond to landlord; respond to former employees re WEPP applications and T4s.	0.2
Mar 21	Review invoices for payment; attend to correspondence with landlord; attend to correspondence with RC Employment Standards Branch re former employee complaint.	1.0
TOTAL – M. Lee		23.8 hrs.

<u>M. Cheung</u>	<u>Hrs.</u>	
Feb 20	Calls and emails with former employees regarding WEPP claims; call with Service Canada regarding same.	0.5
Feb 21	Deposit cheque at the bank.	0.3
Feb 25	Emails with former employees regarding their POCs; amend WEPP claims.	0.3
Feb 27	Emails with former employees regarding their POCs; amend WEPP claims.	0.3
Feb 28	Review invoices and send for payment; calls with vendors regarding invoices; attend to online requests to cancel utility accounts; calls and emails with former employees regarding WEPP claims.	1.0



DME Limited Partnership – 818344A and 818344B
DETAILED SUMMARY – February 17 to March 23, 2019

Mar 1	Submit WEPP claims and emails with Service Canada and former employees regarding same.	0.3
Mar 11	Calls and emails with former employees regarding their WEPP claims.	0.3
Mar 12	Deposit cheque at the bank; email correspondence with former employee regarding WEPP claim.	0.5
Mar 15	Review and send invoices for payment.	0.3
Mar 22	Review invoices and send for payment; deposit cheque at bank.	0.5
TOTAL – M. Cheung		4.3 hrs.



Appendix B
Hogan Affidavit

**SUPREME COURT OF PRINCE EDWARD ISLAND
(GENERAL SECTION)**

BETWEEN:

ROYAL BANK OF CANADA

APPLICANT

- and -

**DME LIMITED PARTNERSHIP, DME GENERAL PARTNER INC., ATLANTIC SYSTEMS
MANUFACTURING (2016) LTD., DME CANADA ACQUISITIONS INC. and DME US HOLDCO INC.
as represented by Alvarez & Marsal Canada Inc., as Court Appointed Receiver**

RESPONDENTS

**AFFIDAVIT OF CHARITY HOGAN
(Sworn May 22, 2019)**

I, CHARITY HOGAN, of the Town of Stratford, in the Province of Prince Edward Island,
MAKE OATH AND SAY:

1. I am an associate of the law firm Cox & Palmer, legal counsel for Alvarez & Marsal Canada Inc., the Court appointed receiver (in such capacity, the “Receiver”) of the assets, undertakings and properties of each of DME Limited Partnership, DME General Partner Inc., Atlantic Systems Manufacturing (2016) Ltd., DME Canada Acquisitions Inc. and DME US Holdco. Inc. (collectively, the “DME Group”). As such, I have knowledge of the matters hereinafter deposed to.
2. A&M was appointed as Receiver pursuant to an order of the Supreme Court of Prince Edward Island (General Section) (the “Court”) dated November 26, 2018 (the “Receivership Order”). The Receiver retained Cox & Palmer as its counsel in these proceedings.
3. Pursuant to paragraphs 26 and 27 of the Receivership Order, the Receiver and its legal counsel are entitled to be paid their reasonable fees at their normal rates and charges, and are required to pass their accounts from time to time.

4. The legal counsel provided by Cox & Palmer to the Receiver included various court attendances, counsel on local jurisdictional matters, attendance to various counsel communications on behalf of creditors and suppliers, representing the Receiver in the sale(s) of certain assets and other general matters as required and at the direction of the Receiver.

5. Attached hereto and marked as **Exhibit "1"** to this my Affidavit is a summary (the "**Cox & Palmer Accounts Summary**") of the invoices rendered by Cox & Palmer (the "**Cox & Palmer Accounts**", and collectively, the "**Cox & Palmer Fees and Disbursements**") in respect of these proceedings for the period from November 30, 2018 to March 29, 2019 (the "**Application Period**"). The Cox & Palmer Accounts included itemization and totals for services rendered by Cox & Palmer partners, associates and staff, a summary of which and their hourly rates is attached hereto and marked as **Exhibit "2"** to this my Affidavit. As well, attached as **Exhibit "3"** to this my Affidavit, are copies of the Cox & Palmer Accounts, redacted for privileged, confidential, and commercially sensitive information.


6. Cox & Palmer expended a total of 335.1 hours in connection with this matter during the Application Period, giving rise to fees and disbursements totalling \$116,253.37 comprised of fees of \$95,071.50, disbursements of \$6,056.14 and HST of \$15,125.73, all of which are outlined in the Cox & Palmer Accounts Summary.

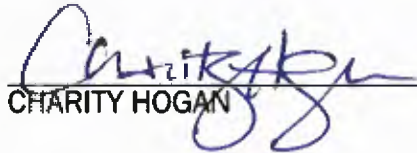
7. In addition to the approval of the legal fees incurred to date in these proceedings, Cox & Palmer is also seeking approval of fees and disbursements estimated to be incurred to complete the remaining activities as instructed by the Receiver to conclude the receivership proceedings (the "**Remaining Activities**").

8. Cox & Palmer estimates that its fees and disbursements in connection with the Remaining Activities will be no greater than \$35,000.

9. This Affidavit is sworn in connection with a motion by the Receiver to have the Cox & Palmer Fees and Disbursements in relation to these proceedings approved by this Court.

SWORN before me at the City of
Charlottetown, in the Province of Prince
Edward Island, on this 22 day of May,
2019.


A Commissioner for taking affidavits


CHARITY HOGAN

This is Exhibit "1" referred to in the
affidavit of Charity Hogan
sworn before me, this 22
day of May, 2019.


A Commissioner for Taking Affidavits

EXHIBIT "1"
COX & PALMER, COUNSEL TO THE COURT-APPOINTED RECEIVER OF
DME GROUP
(December 1, 2018 to March 29, 2019)

Invoice No.	Invoice Date	Invoice Period / Description	Total Hours	Fees	Disbursements	HST	Invoice Total (\$CAD)
Receivership							
209077046	December 31, 2018	December 1, 2018 to December 31, 2018	107.9	\$ 28,400.75	\$ 1,551.60	\$ 4,478.26	\$ 34,430.61
209078031	January 31, 2019	January 1, 2019 to January 31, 2019	101.3	29,322.50	2,349.62	4,741.08	36,413.20
209079050	March 1, 2019	February 1, 2019 to March 1, 2019	88.10	25,847.00	1,537.34	4,100.15	31,484.49
209080211	April 1, 2019	March 4, 2019 to March 29, 2019	37.8	11,501.25	617.58	1,806.24	13,925.07
TOTAL			335.1	\$ 95,071.50	\$ 6,056.14	\$ 15,125.73	\$ 116,253.37

This is Exhibit "2" referred to in the
affidavit of Charity Hogan
sworn before me, this 22
day of May, 2019.


A Commissioner for Taking Affidavits

EXHIBIT "2"
COX & PALMER, COUNSEL TO THE COURT-APPOINTED RECEIVER OF
DME GROUP
(December 1, 2018 to December 31, 2018)

Staff Member	Title	Total Hours	Avg Rate (\$CAD)	Amount Invoiced (\$CAD)
George Cooper	Partner	10.3	\$370.00	3,811.00
Pamela J. Williams	Partner	50.5	\$320.00	16,144.00
Caitlin Mahoney	Associate	22.8	\$230.00	5,244.00
Charity Hogan	Associate	10.4	\$220.00	2,288.00
Jessica Gillis	Associate	0.5	\$175.00	87.50
Heidi Schellen	Paralegal	0.2	\$100.00	20.00
Hilary Card	Paralegal	0.8	\$75.00	56.25
Andrea MacInnis	Admin Assistant	12.5	\$60.00	750.00
Total Fees (excl. Disbursements and HST)		107.9	Avg Rate \$263.21	\$28,400.75

COX & PALMER, COUNSEL TO THE COURT-APPOINTED RECEIVER OF
DME GROUP
(January 1, 2019 to March 29, 2019)

Staff Member	Title	Total Hours	Avg Rate (\$CAD)	Amount Invoiced (\$CAD)
George Cooper	Partner	60.3	\$390.00	23,517.00
Karen A. Campbell	Partner	2.0	\$340.00	680.00
Pamela J. Williams	Partner	96.5	\$335.00	32,310.75
Charity Hogan	Associate	22.1	\$235.00	5,193.50
Ben Howard	Associate	1.3	\$225.00	281.25
Jessica Gillis	Associate	7.0	\$190.00	1,330.00
Melanie McKenna	Articling Clerk	1.3	\$140.00	182.00
Isabelle Keeler	Associate	6.8	\$117.65	800.02
Katie MacDonald	Paralegal	1.5	\$125.00	187.50
Heidi Schellen	Paralegal	1.1	\$125.00	137.50
Andrea MacInnis	Admin Assistant	27.4	\$75.00	2,051.25
Total Fees (excl. Disbursements and HST)		227.2	Avg Rate \$293.51	\$66,670.77
Grand Total Fees (excl. Disbursements and HST)		335.1	Avg Rate \$283.75	\$95,071.52

This is Exhibit "3" referred to in the
affidavit of Charity Hogan
sworn before me, this 22
day of May, 2019.


A Commissioner for Taking Affidavits

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Alvarez & Marsal Canada Inc.
Attention: Joshua Nevsky
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, ON M5J 2J1

December 31, 2018
File #20028317-00003
Your Ref:
HST REG.#R122216708
Client # 20028317

Invoice #:209077046

FOR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THIS MATTER:

RE: Receivership of Diversified Metal Engineering

30 Nov 18	JG	Brief research re employer registration for workplace safety under WCB and other required employer registrations.	0.50 hrs.
01 Dec 18	PJW	To various email exchanges on issues re bill of sale; elenco; critical vendors; review of APA;	1.50 hrs.
01 Dec 18	PJW	Review APA; revising Advanced Extraction contract;	2.00 hrs.
03 Dec 18	PJW	Finalize APA agreement; communications on arbitration; conference with Josh Nevsky; consideration to various items;	3.00 hrs.
03 Dec 18	GLC	Review and comment upon various agreements and documents	1.00 hrs.
03 Dec 18	CH	Drafting Notices regarding certification and licensing;	1.20 hrs.
03 Dec 18	HC	Due diligence;	0.60 hrs.
03 Dec 18	AM	Further preparation and revisions to letter to Department of Communities, Land & Environment.	0.20 hrs.
03 Dec 18	AM	Preparation of letter to Arbitrator re receivership.	0.25 hrs.
03 Dec 18	AM	Further preparation and revisions to APA agreement.	1.00 hrs.
03 Dec 18	AM	Preparation of draft letter to creditors re receivership order.	0.40 hrs.
04 Dec 18	PJW	To various communications on o/s items - APA ; APA ; reporting to working group; emails with Ivany; inspection communications;	3.50 hrs.
04 Dec 18	GLC	Emails to and from Receiver	0.20 hrs.
04 Dec 18	GLC	Conf call with Receiver	0.50 hrs.
04 Dec 18	CM	Exchange emails regarding DME Receivership and impending research regarding court order receivership and pending decisions;	0.20 hrs.
04 Dec 18	AM	Amending APA Agreement.	0.40 hrs.
04 Dec 18	AM	Preparation of letter to Inspection Services re mechanical contractor's license.	0.30 hrs.
04 Dec 18	AM	Preparation of letter to Inspection Services re licensing and certification re Boilers and Pressure	0.30 hrs.

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		Vessels Act.	
05 Dec 18	PJW	To various emails; drafting of agreements; consideration to issues pending including customer inquiries; confirmation of escrow at St. John's ; ASME agreement;	3.00 hrs.
05 Dec 18	CH	Drafting Escrow Agreement; revising Escrow Agreement;	1.20 hrs.
05 Dec 18	CM	Meet with George L. Cooper and discuss research assignment; commence researching whether a pending decision can still be issued despite a court order stay in receivership analogous to a bankruptcy and insolvency situation;	3.50 hrs.
06 Dec 18	GLC	File review and conf call with P Williams re stay of arbitration and various related matters	0.60 hrs.
06 Dec 18	PJW	To various matters on receivership - rental facility; communications with customers; conferencing with group; consideration to landlord issue;	2.75 hrs.
06 Dec 18	CH	Review regulations regarding ASME certification;	1.50 hrs.
06 Dec 18	CM	Continue researching and drafting memorandum regarding whether a pending decision can be issued despite a court order stay in receivership analogous to a bankruptcy situation; draft notes and memorandum regarding same;	4.70 hrs.
06 Dec 18	AM	Updating service list.	0.20 hrs.
07 Dec 18	PJW	To attend to various matters - emails, conferences re ASME ; creditor inquiries, purchaser inquiries; service list; landlord issue with St. John's ;	3.50 hrs.
07 Dec 18	CM	Correspond with George L. Cooper regarding status of ASME , attend teleconference with George L. Cooper and Pam Williams; commence drafting letter to former Justice O'Connor;	2.00 hrs.
07 Dec 18	AM	Updating service list.	1.00 hrs.
07 Dec 18	AM	Preparation of letter to St. John's re access to property.	0.65 hrs.
07 Dec 18	AM	Email, via Titan, to William Skelly attaching court documents.	0.30 hrs.
09 Dec 18	GLC	Review and revise letter to D O'Connor	1.00 hrs.
09 Dec 18	CM	Draft letter summarizing research and responding to inquiry as to Receiver's position on the release of the decision; redraft, edit and revise letter and submit for review;	3.10 hrs.
10 Dec 18	GLC	File review re stay of proceedings, US issues and landlord and tenant issues	0.30 hrs.
10 Dec 18	PJW	To conference on various issues; finalize correspondence on stay; consider certification issue; tenancy issue;	2.50 hrs.
10 Dec 18	CM	Review letter regarding Receiver's position on the stay as a result of the Court order; redraft, edit and revise letter; send to Pamela Williams for review; make further changes;	0.30 hrs.

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10 Dec 18	AM	Finalizing correspondence to Arbitrator O'Connor re receivership.	0.20 hrs.
10 Dec 18	AM	Email to arbitrator attaching letter from Ms. Williams.	0.20 hrs.
11 Dec 18	PJW	To various emails re escrow, ASM , service list; review of ASM ; conference with working group;	1.50 hrs.
11 Dec 18	AM	Further preparation of ASM Agreement.	0.25 hrs.
11 Dec 18	AM	Preparation of letter to Gary Demaulenare enclosing Receivership Order and supporting application documents.	0.25 hrs.
11 Dec 18	AM	Telephone call to Deputy Registrar of the Supreme Court to request certified order; Arranging to have Receivership Order registered in Queens County Registry Office.	0.25 hrs.
12 Dec 18	PJW	To various communications; finalize ASM documents; conference with court; finalize escrow agreement;	2.00 hrs.
12 Dec 18	AM	Further revisions to ASM Agreement.	0.25 hrs.
12 Dec 18	AM	Further updating service list.	0.25 hrs.
13 Dec 18	PJW	To various communications on file; working group call;	1.50 hrs.
13 Dec 18	GLC	File review re arbitration issues and sale process matters	0.80 hrs.
13 Dec 18	CM	Commence reviewing arbitration pleadings;	0.50 hrs.
14 Dec 18	PJW	To various communications - Loris facility; ASM; stay of proceedings; review APA;	3.00 hrs.
14 Dec 18	CM	Review pleadings and email correspondence and letters regarding arbitration proceedings; draft memorandum summarizing litigation proceedings; redraft, edit and revise memorandum and submit for review;	3.60 hrs.
17 Dec 18	GLC	Review and revise draft memorandum regarding post-closing adjustment litigation	1.50 hrs.
17 Dec 18	GLC	File review and review of further matters with P Williams	0.30 hrs.
17 Dec 18	PJW	To various considerations and communications - litigation; ASM; sales process; revising APA for ASM;	3.00 hrs.
17 Dec 18	CM	Correspond with George L. Cooper regarding the memorandum summarizing litigation; make revisions to memorandum; draft Schedule "A" to memorandum; exchange correspondences with Pam Williams regarding revisions to memorandum; redraft, edit and revise memorandum and submit to Pam Williams;	1.50 hrs.
17 Dec 18	AM	Updating service list.	0.50 hrs.
17 Dec 18	AM	Preparation of draft Asset Purchase Agreement re Atlantic System.	1.75 hrs.
18 Dec 18	PJW	Conference with working group on escrow; attempts to locate SC counsel; conference with Nevsky; revisions to ASM document asm document	4.00 hrs.

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		and misc;	
18 Dec 18	GLC	File review and conf call with Aird & Berlis and RBC	1.00 hrs.
18 Dec 18	GLC	Various matters re escrow agreement	0.40 hrs.
18 Dec 18	CM	Exchange correspondences with George L. Cooper and Pam Williams regarding research inquiry; research the issue as to whether funds held in [REDACTED] all [REDACTED] [REDACTED] are unsecured creditor (or secured creditor) of the debtor and as the Receiver would have priority); make notes regarding research; draft an email to George L. Cooper summarizing results of research;	3.00 hrs.
18 Dec 18	AM	Further preparation of draft purchase agreement.	0.70 hrs.
18 Dec 18	AM	Preparation of letter to Mark Wong re funds held in his trust account.	0.50 hrs.
19 Dec 18	PJW	To consider TD issue;	2.00 hrs.
19 Dec 18	GLC	Various matters re escrow funds;	0.60 hrs.
19 Dec 18	GLC	Email to S Graff	0.30 hrs.
19 Dec 18	GLC	Call with S Graff	0.50 hrs.
19 Dec 18	GLC	Review of escrow argeement	0.40 hrs.
19 Dec 18	GLC	Review of responses to receiver inquiries	0.30 hrs.
19 Dec 18	CM	Discuss research with George L. Cooper; attend conference call with Pam Williams; review email following up on research inquiry;	0.40 hrs.
19 Dec 18	AM	Further preparation of correspondence to solicitor Wong.	0.15 hrs.
19 Dec 18	AM	Preparation of letter to arbitrator O'Connor re stay of his decision.	0.25 hrs.
19 Dec 18	AM	Amending Asset Purchase Agreement.	2.00 hrs.
20 Dec 18	GLC	Review of Transaction Agreement and ancillary docs	0.30 hrs.
20 Dec 18	GLC	Receipt and review of vesting order motion materials in BC	0.30 hrs.
20 Dec 18	PJW	To attend to emails re ASME; ASM; creditor inquiries and [REDACTED] issue; consider application documents; conference with Nevsky;	3.00 hrs.
20 Dec 18	CH	Conducting research regarding [REDACTED]	6.50 hrs.
20 Dec 18	HS	Attendance on PPSA search on Atlantic Systems Manufacturing (2016) Ltd.;	0.20 hrs.
21 Dec 18	PJW	To revisions to ASM agreement; conference with SC counsel; conference with SM counsel; communications with receiver;	3.50 hrs.
21 Dec 18	HC	Scanning document;	0.15 hrs.
23 Dec 18	PJW	To emails on escrow agreement and possessory lien issue;	0.50 hrs.
24 Dec 18	PJW	Conference call with J. Nevsky re status of items;	0.50 hrs.
24 Dec 18	PJW	Voiceemail from Counsel in SC;	0.20 hrs.
27 Dec 18	PJW	To attend to outstanding items.	3.50 hrs.
28 Dec 18	PJW	Emails on transportation lien issue;	0.20 hrs.

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31 Dec 18 PJW Email from US counsel on UCC report. 0.30 hrs.

TOTAL FEES: \$28,400.75

FEE SUMMARY

Pamela J. Williams	50.45 hrs.	\$320.00
George Cooper	10.30 hrs.	\$370.00
Jessica Gillis	0.50 hrs.	\$175.00
Charity Hogan	10.40 hrs.	\$220.00
Caitlin Mahoney	22.80 hrs.	\$230.00
Hilary Card	0.75 hrs.	\$75.00
Heidi Schellen	0.20 hrs.	\$100.00
Andrea MacInnis	12.50 hrs.	\$60.00
	<hr/> 107.90 hrs.	

NON-TAXABLE DISBURSEMENTS:

Prothonotary's Fees (NT)	\$20.00
Registry of Deeds - Recording/Registration (NT)	77.25

Total Non-Taxable Disbursements:

\$97.25

TAXABLE DISBURSEMENTS:

Delivery & courier	\$11.08
Document production	713.25
PPSA - Search	20.00
Administration fee	710.02

Total Taxable Disbursements:

\$1,454.35

SUMMARY:

Fees for this Invoice	\$28,400.75
HST on Fees	4,260.11
Total Fees Including Taxes	<hr/> \$32,660.86
Disbursements for this Invoice	1,551.60
HST on Disbursements	218.15
Total Disbursements Including Taxes	<hr/> \$1,769.75
Total Invoice	<hr/> \$34,430.61

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BALANCE NOW DUE

\$34,430.61

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NOVA SCOTIA | NEW BRUNSWICK | PRINCE EDWARD ISLAND | NEWFOUNDLAND & LABRADOR

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Alvarez & Marsal Canada Inc.
Attention: Joshua Nevsky
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, ON M5J 2J1

December 31, 2018
File #20028317-00003
HST REG.#R122216708
Client # 20028317

INVOICE SUMMARY

Invoice # 209077046

RE: Receivership of Diversified Metal Engineering

Previous Balance	\$0.00
Interest on Overdue Amount	\$0.00
 Fees for this Invoice	 \$28,400.75
Taxable Disbursements for this Invoice	1,454.35
Non-Taxable Disbursements for this Invoice	97.25
HST	4,478.26
Total Invoice	<u>\$34,430.61</u>
 BALANCE NOW DUE	 <u><u>\$34,430.61</u></u>

Please return this page with your payment if paying by cheque

Payment Options: Cash, Cheque, VISA, MasterCard, In Office Debit, Online Banking

To pay by online banking, please add Cox & Palmer as a payee and enter 2002831700003 when prompted for an account.

Terms:

An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

Thank you for your business.

Dominion Building
97 Queen Street, Suite 600
Charlottetown, PE C1A 4A9

Tel: (902) 628-1033
Fax: (902) 566-2639
www.coxandpalmerlaw.com

COX & PALMER

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Alvarez & Marsal Canada Inc.
Attention: Joshua Nevsky
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, ON M5J 2J1

January 31, 2019
File #20028317-00003
Your Ref:
HST REG.#R122216708
Client # 20028317

Invoice #:209078031

FOR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THIS MATTER:

RE: Receivership of Diversified Metal Engineering

02 Jan 19	KAC	Emails with G. Cooper regarding status of employee association; review of same and attached documents.	0.50 hrs.
03 Jan 19	KAC	Telephone call to Labour Board; follow up call; email to G. Cooper.	0.40 hrs.
03 Jan 19	GLC	Numerous emails from Receiver and negotiate release with Morton-Reese	0.60 hrs.
03 Jan 19	GLC	Finalize release and email to Morton-Reese	0.20 hrs.
03 Jan 19	GLC	Various matters re approval of sale	0.40 hrs.
03 Jan 19	AM	Instructions from Ms. Williams re motion date; Telephone call to Shelley Young Brennan re available court dates.	0.25 hrs.
03 Jan 19	AM	Preparation of draft Motion Record, Factum and Approval and Vesting Order.	4.00 hrs.
04 Jan 19	CH	Reviewing and revising vesting order and Receiver's Certificate;	1.00 hrs.
04 Jan 19	AM	Telephone call from Trial Coordinator regarding change in time for motion of January 10th.	0.15 hrs.
04 Jan 19	AM	Email to group advising of change in time.	0.15 hrs.
04 Jan 19	AM	Preparation of email group re service list.	0.50 hrs.
07 Jan 19	GLC	Emails to and from Receiver	0.30 hrs.
07 Jan 19	CH	Drafting motion record; correspondence with J. Nevsky;	2.00 hrs.
07 Jan 19	AM	Continuing preparation of Motion Record.	0.75 hrs.
08 Jan 19	PJW	To conference with Nevsky; emails with Solicitor MacDonald re various creditors; working group call on bids; working group call on bids ; attend to various inquiries;	3.50 hrs.
08 Jan 19	GLC	Conf call with Receiver	0.60 hrs.
08 Jan 19	GLC	File review and review of matters for calls related to escrow	0.30 hrs.
08 Jan 19	GLC	Conference call with Aird & Berlis	0.70 hrs.
08 Jan 19	GLC	File review re outstanding issues	0.20 hrs.

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09 Jan 19	PJW	To review of emails; exchange of voicemail with solicitor MacDonald;	0.50 hrs.
09 Jan 19	AM	Updating service list.	0.25 hrs.
10 Jan 19	PJW	To conference with group on bids; review emails;	1.00 hrs.
10 Jan 19	GLC	Review of bid documents from [REDACTED]	1.00 hrs.
10 Jan 19	GLC	conference call with receiver	0.70 hrs.
10 Jan 19	GLC	Call to Josh Nevsky	0.20 hrs.
10 Jan 19	GLC	Review and consider email message from [REDACTED]	0.30 hrs.
10 Jan 19	GLC	Review and revise LOI for potential purchaser	1.20 hrs.
10 Jan 19	GLC	Call with Josh Nevsky	0.20 hrs.
10 Jan 19	AM	Email to Ryan at Alvarez & Marsal attached updated service list.	0.20 hrs.
11 Jan 19	PJW	To various emails with working group re next steps/cease and desist/[REDACTED]; correspondence from counsel re [REDACTED]	1.00 hrs.
11 Jan 19	GLC	Review of mark-up of LOI	0.40 hrs.
11 Jan 19	GLC	Call with J Nevsky to review final mark-up of LOI	0.30 hrs.
11 Jan 19	CH	Drafting cease and desist letter to [REDACTED] and [REDACTED];	1.00 hrs.
12 Jan 19	PJW	To drafting letter of direction/release ([REDACTED] issue); review PEI pleadings re [REDACTED]; review liquidation agreement;	2.50 hrs.
14 Jan 19	PJW	To conference with Josh re report and other status updates; conference with Solicitor Lea; email on auctioneer agreement; conference with US counsel;	1.00 hrs.
14 Jan 19	AM	Preparation of Amendment to Escrow Agreement.	1.00 hrs.
15 Jan 19	PJW	To conference with solicitor MacDonald; conference with Chan (A&M); instructions on motion record;	1.00 hrs.
15 Jan 19	GLC	File review re sales process and matters relating to approval motion	0.80 hrs.
15 Jan 19	CH	Conducting research regarding sealing request and notice requirements; revisions to Motion Record;	0.50 hrs.
16 Jan 19	GLC	Review of draft First Report of the Receiver	0.70 hrs.
16 Jan 19	GLC	Further review of draft report of receiver	0.30 hrs.
16 Jan 19	GLC	Conference call with Receiver	0.50 hrs.
16 Jan 19	PJW	To review of report; conference call on various items with working group; em to TD solicitor; co-ordinating dates with court;	2.50 hrs.
16 Jan 19	CH	Review First Report; Revisions to Motion Record;	5.00 hrs.
17 Jan 19	GLC	Review and revise motion materials for approval motion	0.50 hrs.
17 Jan 19	GLC	Review and revise draft Receiver's Report	0.30 hrs.
17 Jan 19	PJW	To various emails and communications re stay decision; ASME; Cartier; to review and revise Application Record;	5.00 hrs.
17 Jan 19	CH	Finalizing draft Motion Record and Order;	0.30 hrs.
17 Jan 19	AM	Revisions to Notice of Motion, Factum and Order.	3.00 hrs.

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18 Jan 19	PJW	To attend to finalizing motion record; instructions on service; conferencing with J. Nevsky;	4.50 hrs.
18 Jan 19	AM	Updating service list	0.25 hrs.
18 Jan 19	AM	Further amendments to Motion Record, Factum and order;	1.00 hrs.
21 Jan 19	PJW	To various communications; preparation and consideration to arbitration matter;	3.50 hrs.
22 Jan 19	PJW	Conference with working group; finalize ASM report; email with court on ASM approval;	1.50 hrs.
22 Jan 19	HS	Attendance on PPSA search on Atlantic Systems Manufacturing (2016) Ltd.;	0.10 hrs.
23 Jan 19	GLC	File review and prepare for motion to approve and review of record on motion, as filed	1.00 hrs.
23 Jan 19	GLC	Review of labour matters re closing	0.50 hrs.
23 Jan 19	PJW	To co-ordinate motion dates; discussion with receiver; review of ASME certification; receipt and preliminary review of ASM bids;	1.50 hrs.
23 Jan 19	KAC	Calls with S. Shea; email to G. Cooper; review of Labour Board information; review of research assignment for follow up.	1.10 hrs.
24 Jan 19	PJW	To review ASM bids; revising motion documents; conferencing with Josh Nevsky and working group; attending to inquires from brewery counsel;	3.00 hrs.
24 Jan 19	GLC	Review and comment upon draft receiver's report	0.50 hrs.
24 Jan 19	GLC	Review and comment upon draft report	0.60 hrs.
24 Jan 19	GLC	Conf call with Receiver	0.40 hrs.
24 Jan 19	CH	Revising Motion materials to incorporate sale of ASM;	2.50 hrs.
25 Jan 19	PJW	Finalize motion record materials; consider ASME quality control manual; review BC PPSA search; conference with [REDACTED] re asset APA for ASM;	2.50 hrs.
25 Jan 19	AM	Amendments to and preparation of Amended Motion Record.	4.00 hrs.
25 Jan 19	AM	Email to service list and media attaching Amended Motion Record, for service.	0.40 hrs.
25 Jan 19	AM	Preparation of Affidavit of Service.	0.25 hrs.
25 Jan 19	AM	Arranging for return of escrow funds; telephone call with [REDACTED] to confirm bank account number; email to [REDACTED] attaching deposit slip and Amended Escrow Agreement.	0.40 hrs.
26 Jan 19	PJW	Finalize memo on escrow funds issue;	0.65 hrs.
27 Jan 19	GLC	Revisions to report to Aird & Berlis	0.70 hrs.
28 Jan 19	GLC	File review and prepare for approval motion	0.60 hrs.
28 Jan 19	PJW	To finalize DME arbitration memo; conference with Eastern Fab counsel on hearing; consider issues related to collection matters; conference with Solicitor [REDACTED] re [REDACTED];	1.50 hrs.
29 Jan 19	PJW	To review IP; consider Loris; conference with Greunier; email US counsel on UCC search; prepare and attend conference call on with working group on arbitration;	2.00 hrs.

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29 Jan 19	GLC	File review and various matters re TD	0.30 hrs.
29 Jan 19	GLC	File review and conf call with A&B	0.40 hrs.
30 Jan 19	GLC	Email to Al Hutchens and review of emails from Al Hutchens	0.20 hrs.
30 Jan 19	GLC	Review of motion materials and prepare for approval motion in Charlottetown, PE	1.00 hrs.
30 Jan 19	PJW	Review of motion issues with Receiver; conference with Loris stakeholders; review closing documents for ASM;	2.00 hrs.
31 Jan 19	GLC	Prepare for and attend approval motion in Charlottetown	7.00 hrs.
31 Jan 19	PJW	Prepare and attend at approval motion; attend to closing details; order distribution;	4.00 hrs.
31 Jan 19	MM	Arrange for filing of Order and distribute same;	0.50 hrs.
31 Jan 19	MM	Travelling to and from DME for signature of agreement and general assignment.	0.60 hrs.
31 Jan 19	MM	Delivering signed documents to George Cooper & Heidi Schellen for closing of ASM.	0.20 hrs.
31 Jan 19	AM	Amendments to Order.	0.50 hrs.

TOTAL FEES:

\$29,322.50

FEE SUMMARY

Karen A. Campbell	2.00 hrs.	\$340.00
Pamela J. Williams	44.65 hrs.	\$335.00
George Cooper	23.90 hrs.	\$390.00
Charity Hogan	12.30 hrs.	\$235.00
Heidi Schellen	0.10 hrs.	\$125.00
Melanie McKenna	1.30 hrs.	\$140.00
Andrea MacInnis	17.05 hrs.	\$75.00
	<u>101.30 hrs.</u>	

NON-TAXABLE DISBURSEMENTS:

Prothonotary's Fees (NT) \$65.00

Total Non-Taxable Disbursements:

\$65.00

TAXABLE DISBURSEMENTS:

Document production	\$1,313.80
Photocopies	213.85
PPSA - Search	10.00
Web Hosting	13.91
Administration fee	733.06

Total Taxable Disbursements:

\$2,284.62

Dominion Building
97 Queen Street, Suite 600
Charlottetown, PE C1A 4A9

Tel: (902) 628-1033
Fax: (902) 566-2639
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SUMMARY:

Fees for this Invoice	\$29,322.50
HST on Fees	4,398.38
Total Fees Including Taxes	<hr/> \$33,720.88
Disbursements for this Invoice	2,349.62
HST on Disbursements	342.70
Total Disbursements Including Taxes	<hr/> \$2,692.32
Total Invoice	<hr/> \$36,413.20
BALANCE NOW DUE	<hr/> <hr/> \$36,413.20

Dominion Building
97 Queen Street, Suite 600
Charlottetown, PE C1A 4A9

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COX & PALMER

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Alvarez & Marsal Canada Inc.
Attention: Joshua Nevsky
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, ON M5J 2J1

January 31, 2019
File #20028317-00003
HST REG.#R122216708
Client # 20028317

INVOICE SUMMARY

Invoice # 209078031

RE: Receivership of Diversified Metal Engineering

Previous Balance	\$0.00
Interest on Overdue Amount	\$0.00
Fees for this Invoice	\$29,322.50
Taxable Disbursements for this Invoice	2,284.62
Non-Taxable Disbursements for this Invoice	65.00
HST	4,741.08
Total Invoice	<u>\$36,413.20</u>
BALANCE NOW DUE	<u><u>\$36,413.20</u></u>

Please return this page with your payment if paying by cheque

Payment Options: Cash, Cheque, VISA, MasterCard, In Office Debit, Online Banking

To pay by online banking, please add Cox & Palmer as a payee and enter 2002831700003 when prompted for an account.

Terms:

An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

Thank you for your business.

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Alvarez & Marsal Canada Inc.
Attention: Joshua Nevsky
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, ON M5J 2J1

March 1, 2019
File #20028317-00003
Your Ref:
HST REG.#R122216708
Client # 20028317

Invoice #:209079050

FOR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THIS MATTER:

RE: Receivership of Diversified Metal Engineering

01 Feb 19	PJW	Attend to closing;	0.75 hrs.
03 Feb 19	PJW	Email with S. Graff;	0.20 hrs.
04 Feb 19	PJW	Conference call on APA; emails and conference with Ben Millon on 04 Feb 19 ; conference with Khan (TD counsel);	3.00 hrs.
04 Feb 19	GLC	Review of draft APA from CBB	1.00 hrs.
04 Feb 19	GLC	File review and conf call re APA with Receiver;	0.80 hrs.
05 Feb 19	GLC	Prepare mark up of APA	1.30 hrs.
05 Feb 19	GLC	Various matters re APA and steps toward closing	0.70 hrs.
05 Feb 19	PJW	Review APA; emails with Khan (TD counsel); emails with Ben Millon ;	2.50 hrs.
05 Feb 19	CH	Review of search and file notes; review property information regarding IRAC requirements;	1.00 hrs.
06 Feb 19	PJW	To communicate with Finance PEI; email on Finance PEI ; conference with Nevsky; revising APA; considerations to IRAC and landholdings;	2.50 hrs.
06 Feb 19	CH	Further review of IRAC exemption regulations; research regarding prevailing time limitations; research regarding lease disclaimer; preparing lease disclaimer;	3.00 hrs.
06 Feb 19	IK	Reviewing legislation; researching and reviewing successor rights case law; drafting memorandum to K. Campbell re. impact of receivership on successor rights; providing memorandum to K. Campbell.	6.80 hrs.
06 Feb 19	AM	Preparation of draft motion record re DME approval and vesting order.	2.00 hrs.
06 Feb 19	AM	Updating service list.	0.20 hrs.
06 Feb 19	AM	Preparation of letter to Mr. Nevsky enclosing trust cheque received from Ben Millon ;	0.20 hrs.
07 Feb 19	PJW	To emails with J. Nevsky on disclaimer vesting order; updating status on various issues;	1.00 hrs.
08 Feb 19	PJW	To conference with Cooper; emails on agreement; conference with J. Nevsky;	1.00 hrs.

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08 Feb 19	GLC	Review of mark-up of APA provided by CBB	0.70 hrs.
08 Feb 19	GLC	Call with J Nevsky to review revised APA	0.40 hrs.
08 Feb 19	GLC	Conf call with Receiver and Purchaser re APA	1.00 hrs.
08 Feb 19	GLC	Emails to and from J Nevsky	0.30 hrs.
08 Feb 19	CH	Revising disclaim notice; Drafting approval order; correspondence with Josh enclosing same;	1.00 hrs.
10 Feb 19	GLC	Detailed file review and prepare mark up of APA	1.00 hrs.
10 Feb 19	GLC	Emails to and from J Nevsky	0.20 hrs.
10 Feb 19	GLC	Revisions to APA	0.30 hrs.
10 Feb 19	GLC	Call with Josh Nevsky	0.30 hrs.
10 Feb 19	GLC	Email to CBB	0.10 hrs.
11 Feb 19	PJW	Conference with Dow; conference with J. Nevsky; exchanges with MacGregor;	0.60 hrs.
12 Feb 19	PJW	To attend to IRAC issue; conference with Nevsky; investigate tax issue; attend to disclaimer; email to Lawrence counsel;	2.00 hrs.
12 Feb 19	GLC	Emails to and from J Nevsky and calls to and from J Nevsky	0.30 hrs.
12 Feb 19	GLC	Conference call with Parties re APA	0.90 hrs.
12 Feb 19	GLC	Various matters following conf call relating to closing	0.30 hrs.
12 Feb 19	GLC	Emails and calls with J Nevsky	0.60 hrs.
12 Feb 19	CH	Numerous discussions with IRAC regarding approval; drafting letter to TD regarding confidentiality of documents;	3.00 hrs.
12 Feb 19	AM	Preparation of Receiver's Certificate re ASM;	0.40 hrs.
12 Feb 19	AM	Preparation of letter to Robert Thomas re lease.	0.25 hrs.
13 Feb 19	PJW	To review Loris materials; emails on APA; review draft motion record; group call;	4.00 hrs.
13 Feb 19	PJW	Conference call with group on Vesting Order;	0.50 hrs.
13 Feb 19	GLC	Review of docs and prepare for call with Receiver	0.70 hrs.
13 Feb 19	GLC	Conference call with Receiver	0.80 hrs.
13 Feb 19	GLC	Revise draft APA	0.70 hrs.
13 Feb 19	GLC	Email to Cassels Brock	0.20 hrs.
13 Feb 19	GLC	Conf call with Receiver and Purchaser	1.50 hrs.
13 Feb 19	GLC	Calls with J Nevsky	0.40 hrs.
13 Feb 19	GLC	Call with Receiver and purchaser	0.30 hrs.
13 Feb 19	GLC	Conf call with Receiver and Purchaser	0.50 hrs.
13 Feb 19	GLC	Conference call with J Nevsky	0.40 hrs.
13 Feb 19	GLC	Conf call with Receiver and purchaser	0.70 hrs.
13 Feb 19	GLC	Call with J Nevsky re APA	0.50 hrs.
13 Feb 19	GLC	Email to parties	0.20 hrs.
13 Feb 19	GLC	Call with counsel	0.20 hrs.
13 Feb 19	GLC	Numerous emails to and from Purchaser's counsel	0.50 hrs.
13 Feb 19	GLC	Review and revise various drafts	0.50 hrs.
13 Feb 19	GLC	Various emails to and from Receiver	0.50 hrs.
13 Feb 19	GLC	Review of execution version of docs	0.50 hrs.
14 Feb 19	GLC	Various matters re APA and closing	0.60 hrs.
14 Feb 19	GLC	Review and comment on draft Receiver's Report	0.50 hrs.
14 Feb 19	GLC	Call with Receiver	0.40 hrs.
14 Feb 19	GLC	Review of final version of Receiver's Second	0.30 hrs.

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		Report	
14 Feb 19	GLC	Review and revise motion materials	0.50 hrs.
14 Feb 19	GLC	File review and review and revise various approval related matters	0.30 hrs.
14 Feb 19	PJW	To emails and conferencing with local counsel; finalize motion record; email with TD counsel; working group call;	3.00 hrs.
14 Feb 19	AM	Preparation of Motion Record and amendments thereto re DME Charlottetown.	5.00 hrs.
15 Feb 19	PJW	To emails re press; ensuring document filing; review of ASM name change materials;	1.00 hrs.
15 Feb 19	AM	Preparation of affidavit of service for Mary Hawkins re delivery of Notice to Lessor to Disclaim a Lease.	0.30 hrs.
17 Feb 19	PJW	Review independent contractor termination issue;	0.30 hrs.
19 Feb 19	PJW	Conference call with working group on Arbitration; conference with █████ on ASM;	1.00 hrs.
22 Feb 19	PJW	Prepare and attend a motion to approve DME sale;	2.50 hrs.
22 Feb 19	AM	Telephone call with Deputy Registrar re certified copy of Approval and Vesting Order for registration purposes at land registry office.	0.15 hrs.
24 Feb 19	PJW	Emails on pending closing;	0.40 hrs.
25 Feb 19	PJW	Instructions on closing documents; vm from Elanco;	0.30 hrs.
25 Feb 19	PJW	To emails re various outstanding items;	1.00 hrs.
25 Feb 19	GLC	Review of closing agenda	0.80 hrs.
25 Feb 19	GLC	Conf call with parties re Agenda	0.50 hrs.
25 Feb 19	GLC	File review and various matters re closing	0.50 hrs.
25 Feb 19	AM	Email to █████ attaching Receiver's Certificate and requesting confirmation if Schedule A is in acceptable form.	0.25 hrs.
25 Feb 19	AM	Amendments to Schedule A of the ASM Receiver's Certificate.	0.30 hrs.
26 Feb 19	GLC	Numerous matters re closing and closing documents	0.60 hrs.
26 Feb 19	PJW	To emails with Solicitor Lea; emails on closing pending;	1.00 hrs.
26 Feb 19	CH	Preparing general conveyance and deed;	1.00 hrs.
26 Feb 19	AM	Compiling information required to complete receiver's deed;	0.50 hrs.
26 Feb 19	KM	To draft Receiver Deed and Bill of Sale;	1.50 hrs.
27 Feb 19	GLC	Review of closing agenda and review of file;	0.50 hrs.
27 Feb 19	GLC	Review and comment upon draft closing documentation	0.50 hrs.
27 Feb 19	PJW	To emails on closing;	1.00 hrs.
28 Feb 19	PJW	To emails on closing; emails with Solicitor Lea;	1.00 hrs.
28 Feb 19	GLC	Conf call re closing Agenda	0.60 hrs.
28 Feb 19	GLC	Review, revise and draft closing documents, certificates, etc	1.20 hrs.
28 Feb 19	GLC	File review and emails to and from Receiver	0.20 hrs.
28 Feb 19	CH	Review transfer documents; revisions to deed;	0.80 hrs.

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01 Mar 19	GLC	File review, revise docs, compose and send email to CBB, counsel to purchaser	0.60 hrs.
01 Mar 19	GLC	Emails to and from CBB	0.50 hrs.
01 Mar 19	GLC	Confer with PW re tax adjustments	0.30 hrs.
01 Mar 19	GLC	Email to receiver re timing of BIA order	0.20 hrs.
01 Mar 19	PJW	Emails on tax adjustment; consideration to [REDACTED]	1.00 hrs.

TOTAL FEES: \$25,847.00

FEE SUMMARY

Pamela J. Williams	31.55 hrs.	\$335.00
George Cooper	28.90 hrs.	\$390.00
Charity Hogan	9.80 hrs.	\$235.00
Isabelle Keeler	6.80 hrs.	\$190.00
Katie MacDonald	1.50 hrs.	\$125.00
Andrea MacInnis	9.55 hrs.	\$75.00
	<hr/> 88.10 hrs.	

NON-TAXABLE DISBURSEMENTS:

Prothonotary's Fees (NT) \$50.00

Total Non-Taxable Disbursements:

\$50.00

TAXABLE DISBURSEMENTS:

Delivery & courier	\$31.67
Document production	593.80
Mileage	163.09
Photocopies	5.60
Administration fee	646.18
31 Jan 19 Travelling Expenses	47.00

VENDOR: George L. Cooper;
INVOICE#: 20190206;
DATE: 2019-02-06 - Jan 31
Bridge Toll Charlottetown.

Total Taxable Disbursements:

\$1,487.34

SUMMARY:

Fees for this Invoice	\$25,847.00
HST on Fees	3,877.05
Total Fees Including Taxes	<hr/> \$29,724.05

Dominion Building
97 Queen Street, Suite 600
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Disbursements for this Invoice	1,537.34
HST on Disbursements	223.10
Total Disbursements Including Taxes	<hr/> \$1,760.44
Total Invoice	<hr/> \$31,484.49
BALANCE NOW DUE	<hr/> \$31,484.49

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Alvarez & Marsal Canada Inc.
Attention: Joshua Nevsky
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, ON M5J 2J1

March 1, 2019
File #20028317-00003
HST REG.#R122216708
Client # 20028317

INVOICE SUMMARY

Invoice # 209079050

RE: Receivership of Diversified Metal Engineering

Previous Balance	\$0.00
Interest on Overdue Amount	\$0.00
Fees for this Invoice	\$25,847.00
Taxable Disbursements for this Invoice	1,487.34
Non-Taxable Disbursements for this Invoice	50.00
HST	4,100.15
Total Invoice	<hr/> \$31,484.49
BALANCE NOW DUE	<hr/> <hr/> \$31,484.49

Please return this page with your payment if paying by cheque

Payment Options: Cash, Cheque, VISA, MasterCard, In Office Debit, Online Banking

To pay by online banking, please add Cox & Palmer as a payee and enter 2002831700003 when prompted for an account.

Terms:

An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

Thank you for your business.

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Fax: (902) 566-2639
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Alvarez & Marsal Canada Inc.
Attention: Joshua Nevsky
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, ON M5J 2J1

April 1, 2019
File #20028317-00003
Your Ref:
HST REG.#R122216708
Client # 20028317

Invoice #:209080211

FOR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THIS MATTER:

RE: Receivership of Diversified Metal Engineering

04 Mar 19	GLC	Emails to and from Receiver	0.20 hrs.
04 Mar 19	GLC	Review amendments to agreements and certificates as proposed by CBB	0.30 hrs.
04 Mar 19	GLC	Conf call with Receiver re outstanding closing items	0.50 hrs.
04 Mar 19	GLC	File review and emails to and from Receiver	0.30 hrs.
04 Mar 19	GLC	Review and comment on docs provided by Receiver	0.30 hrs.
04 Mar 19	GLC	Confer with PW re closing arrangements	0.30 hrs.
04 Mar 19	GLC	Calls to and from Receiver re closing arrangements	0.30 hrs.
04 Mar 19	GLC	Conf call with purchaser and receiver;	0.50 hrs.
04 Mar 19	GLC	Various matters following conf call	0.30 hrs.
04 Mar 19	PJW	To attend to closing issues and arbitration emails;	3.50 hrs.
05 Mar 19	PJW	Conference with Gagnon (La Forge); attend to closing details; vm to Hennessey (La Forge); conference with MacDonald (re La Forge);	3.50 hrs.
05 Mar 19	GLC	Numerous matters relating to closing of transaction	1.30 hrs.
06 Mar 19	PJW	Conference with J. Nevsky; follow up on receiver certificate on ASM; emails with Gagnon (La Forge); arrange for Order to be registered;	1.00 hrs.
07 Mar 19	PJW	To email with independent counsel re security review; email on steps related to bankruptcy;	0.50 hrs.
07 Mar 19	GLC	Various matters re escrow funds and outstanding issues following closing	0.30 hrs.
08 Mar 19	GLC	Various matter re security review and post-closing items	0.40 hrs.
08 Mar 19	PJW	Conference with Jamie Khan (TD counsel); email with Nevsky; conference with Ryan MacDonald re brewery and unsecured clients; confirm with counsel on independent opinion;	1.00 hrs.
10 Mar 19	PJW	Prepare release for [REDACTED]	0.65 hrs.
11 Mar 19	PJW	Email with Grunier; email from Khan (TD counsel);	0.50 hrs.

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11 Mar 19	BH	Instructions from Pam Williams; review of BIA re: independent opinion requirements; reviewing security review opinion; drafting form of opinion for independent counsel and providing draft of same to Pam Williams;	1.25 hrs.
11 Mar 19	AM	Preparation of letter to [REDACTED] enclosing court filed Receiver's Certificate re ASM.	0.25 hrs.
12 Mar 19	PJW	To various emails re receivership and follow up;	0.30 hrs.
13 Mar 19	GLC	Review and revise report to RBC/Receiver	0.50 hrs.
14 Mar 19	PJW	Attend to Loris inventory issue;	0.50 hrs.
14 Mar 19	HS	Preparation of application for change of name;	1.00 hrs.
14 Mar 19	AM	Compiling documents and preparation of letter to [REDACTED] enclosing documents for preparation of opinion;	0.50 hrs.
15 Mar 19	PJW	To follow up on various matters - Loris security; consideration to escrow moving forward; email on [REDACTED]; security opinion;	2.00 hrs.
15 Mar 19	GLC	Various matters re distribution motion	0.60 hrs.
16 Mar 19	PJW	To attend to various follow ups; consideration to Green; email on Loris; email to working group;	1.00 hrs.
18 Mar 19	PJW	To finalize escrow overview email; emails on WCAT; email on Green;	1.50 hrs.
18 Mar 19	JG	Review and research matter re claim of [REDACTED] for relocation expenses.	1.75 hrs.
19 Mar 19	PJW	Emails on [REDACTED] and [REDACTED] and WCAT;	0.30 hrs.
20 Mar 19	JG	Continue research re claim for [REDACTED]; email to Pam Williams re same.	1.00 hrs.
22 Mar 19	PJW	To consider release for [REDACTED]; update on Loris and interim distribution;	1.00 hrs.
25 Mar 19	PJW	Emails on arbitration; receipt of motion; email on same;	1.00 hrs.
25 Mar 19	JG	Telephone call with WCAT Employer Advisor re WCAT decision; review of legislation and WCB policies re employer assessment rates and [REDACTED];	1.25 hrs.
26 Mar 19	PJW	Emails on status; conference with Solicitor [REDACTED];	0.50 hrs.
27 Mar 19	PJW	To review security opinion; consider arbitration dates; emails on outstanding items;	1.00 hrs.
27 Mar 19	GLC	File review and initial draft of distribution order	0.90 hrs.
27 Mar 19	GLC	Review of motion regarding priority	0.50 hrs.
27 Mar 19	JG	Review of [REDACTED] Escrow Agreement and related correspondence; research re substantial completion of agreement and Sale of Goods Act.	2.00 hrs.
28 Mar 19	JG	Draft letter to [REDACTED] re enforcement of agreement.	1.00 hrs.
29 Mar 19	PJW	Email from Lea; consideration and follow up on opinion;	0.50 hrs.

TOTAL FEES:

\$11,501.25

FEE SUMMARY

Dominion Building
97 Queen Street, Suite 600
Charlottetown, PE C1A 4A9

Tel: (902) 628-1033
Fax: (902) 566-2639
www.coxandpalmerlaw.com

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Pamela J. Williams	20.25 hrs.	\$335.00
George Cooper	7.50 hrs.	\$390.00
Ben Howard	1.25 hrs.	\$225.00
Jessica Gillis	7.00 hrs.	\$190.00
Heidi Schellen	1.00 hrs.	\$125.00
Andrea MacInnis	0.75 hrs.	\$75.00
	<hr/> 37.75 hrs.	

NON-TAXABLE DISBURSEMENTS:

Registry of Deeds - Recording/Registration (NT)	\$77.25
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Total Non-Taxable Disbursements:	<hr/> \$77.25
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TAXABLE DISBURSEMENTS:

Document production	\$252.80
Administration fee	287.53

Total Taxable Disbursements:	<hr/> \$540.33
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SUMMARY:

Fees for this Invoice	\$11,501.25
HST on Fees	1,725.19
Total Fees Including Taxes	<hr/> \$13,226.44

Disbursements for this Invoice	617.58
HST on Disbursements	81.05
Total Disbursements Including Taxes	<hr/> \$698.63

Total Invoice	<hr/> \$13,925.07
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BALANCE NOW DUE	<hr/> \$13,925.07
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Dominion Building
97 Queen Street, Suite 600
Charlottetown, PE C1A 4A9

Tel: (902) 628-1033
Fax: (902) 566-2639
www.coxandpalmerlaw.com

NOVA SCOTIA | NEW BRUNSWICK | PRINCE EDWARD ISLAND | NEWFOUNDLAND & LABRADOR

COX & PALMER

The difference is a great relationship

Alvarez & Marsal Canada Inc.
Attention: Joshua Nevsky
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
Toronto, ON M5J 2J1

April 1, 2019
File #20028317-00003
HST REG.#R122216708
Client # 20028317

INVOICE SUMMARY

Invoice # 209080211

RE: Receivership of Diversified Metal Engineering

Previous Balance	\$0.00
Interest on Overdue Amount	\$0.00
Fees for this Invoice	\$11,501.25
Taxable Disbursements for this Invoice	540.33
Non-Taxable Disbursements for this Invoice	77.25
HST	1,806.24
Total Invoice	<u>\$13,925.07</u>
BALANCE NOW DUE	<u><u>\$13,925.07</u></u>

Please return this page with your payment if paying by cheque

Payment Options: Cash, Cheque, VISA, MasterCard, In Office Debit, Online Banking

To pay by online banking, please add Cox & Palmer as a payee and enter 2002831700003 when prompted for an account.

Terms:

An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

Thank you for your business.

Appendix C

Auction and Liquidation Services Agreement (Abbotsford Transaction)

THIS Auction and Liquidation Services Agreement dated for reference the 17th day of January, 2019

MADE BETWEEN:

Alvarez & Marsal Canada Inc.

solely in its capacity as the Court-appointed receiver of DME Limited Partnership, DME General Partner Inc., Atlantic Systems Manufacturing (2016) Ltd., DME Canada Acquisitions Inc. and DME US Holdco Inc. and not in its corporate or personal capacity

(hereinafter referred to as the “**Receiver**”)

OF THE FIRST PART

AND:

Infinity Asset Solutions Inc.

And Joiner Sales Corp.

(hereinafter referred to as the “**Auctioneer**”)

OF THE SECOND PART

WHEREAS:

- A. On November 26, 2018, the Supreme Court of Prince Edward Island (the “Court”) granted an Order (the “Receivership Order”) whereby Alvarez & Marsal Canada Inc. (“A&M”) was appointed receiver (the “Receiver”) of DME Limited Partnership, DME General Partner Inc., Atlantic Systems Manufacturing (2016) Ltd., DME Canada Acquisitions Inc., and DME US Holdco Inc. (collectively, the “Company” or “DME”);
- B. The Auctioneer submitted a proposal to the Receiver dated January 7th, 2019, to liquidate the inventory, machinery and equipment, and vehicles of Parcels 1, 2 & 3 of the Asset Parcel Information Package dated December 2018 and included as **Schedule “A”** (the “**Assets**”);
- C. The Receiver wishes to retain the Auctioneer to sell the Assets, subject to the terms and conditions hereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Receiver and the Auctioneer agree as follows:

1. RETENTION OF THE AUCTIONEER

- 1.1 The Receiver hereby retains the Auctioneer to carry out, and the Auctioneer hereby agrees to carry out, a sales program and run a public auction (the “**Auction**”) with respect to the Assets at the premises set out in **Schedule “A”** to this agreement (the “**Premises**” **Schedule “B”**), on the terms and conditions as set forth in this agreement.
- 1.2 The Receiver and the Auctioneer covenant and agree with each other to carry out their respective obligations under this Agreement, including without limitation the obligations as set forth in **Schedule “C”** to this Agreement.
- 1.3 The Auctioneer will not, and has no authority to, incur any liability or obligation on behalf of the Receiver or the Company.

2. THE AUCTION

- 2.1 The Auctioneer has guaranteed and does hereby guarantee a net minimum payment to the Receiver of \$1,520,270 and applicable taxes (the “**NMG**”), regardless of the amount of proceeds received from sale of the Assets pursuant to this Agreement.
- 2.2 The Auctioneer’s deposit of \$300,000 paid to the Receiver will be retained and applied to the NMG upon execution of this agreement and obtaining court approval.
- 2.3 The Auctioneer will charge a buyer’s premium of 16% for on-site sales and 18% for on-line sales which will be paid to the Auctioneer, and which will be retained by the Auctioneer for its sole and exclusive benefit.
- 2.4 The proceeds of sale of the Assets, net of applicable taxes and the buyer’s premium described in Section 2.3 (together, the “**Gross Sale Proceeds**”), shall be paid (in the case of payments to the Receiver, by wire transfer) and distributed by the Auctioneer as follows:
 - (i) firstly, the next \$180,000 over and above the NMG, to be retained by the Auctioneer for its sole and exclusive benefit in consideration for its services under this Agreement; and
 - (ii) secondly, any sale proceeds over \$1,700,270 will be paid by the Auctioneer by (A) 85% thereof being paid to the Receiver and (B) 15% thereof being retained the Auctioneer for its sole and exclusive benefit.
- 2.5 If any of the Assets are removed from the Auction, the NMG shall be reduced by an amount agreed upon by the Auctioneer and the Receiver.
- 2.6 The Auctioneer will pay all amounts payable to the Receiver within 15 business days following the Auction final sale date by way of wire transfer to the account stipulated by the Receiver, along with a full accounting of all transactions. The Auctioneer shall provide a letter of credit as may be requested by the Receiver as security for payment.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS WITH RESPECT TO THE ASSETS

- 3.1 The Receiver shall, promptly following approval of this Agreement by the Court, deliver to the Auctioneer a copy of all available documents that are in the possession of the Receiver relating to the Assets, including, without limitation, any and all ownerships, documents of title, operating manuals, warranties, and all documents respecting registrations. If any transfer ownerships are not available, the Receiver will provide sufficient documents for any/all buyers to produce to the Vehicle Ministry to allow title transfer.
- 3.2 The Receiver shall provide, or make commercially reasonable efforts to provide, to the Auctioneer and its agents, employees and representatives, access to the Premises up to the date of March 15th, 2019 (the “**General Deadline**”), for the purposes of showing the Assets to prospective purchasers, preparing for and conducting the auctions, completing all sales, and removing the Assets upon their sale. The Receiver agrees to pay, at its sole cost, all applicable rent that the Receiver is at law obligated to pay and shall be responsible for the continued supply of all utilities to the Premises including, without limitation, gas, water, heat and hydro, snow removal and for the maintenance of insurance coverage on the Premises and the Assets (collectively, the “**Occupancy Costs**”) until the General Deadline.
- 3.3 The Auctioneer acknowledges that it has inspected the Assets as listed in Schedule A and shall sell the Assets to third parties on an “as is, where is” basis. Neither the Receiver, the Company nor the Auctioneer shall make, vis-à-vis, any third party purchasers, any representations, conditions or warranties, and there are no representations, conditions or warranties or terms or conditions whatsoever, whether expressed, implied, statutory or otherwise with respect to the Assets or any of them or any other matters whatsoever in any way related to the subject matter of the transaction which is the subject of, and any transaction which is contemplated by, this agreement.

4. COURT APPROVAL

- 4.1 This Agreement shall be subject to the condition precedent of approval by the Court (i) the Receiver entering into this Agreement and (ii) a sale approval and vesting order to be in a form acceptable to both parties hereto (the “**Approval Order**”). The Receiver will use commercially reasonable efforts to apply to the Court for the approvals described above by no later than January 24th, 2019.

5. DUTIES OF AUCTIONEER

- 5.1 Except as otherwise provided for in this Agreement, the Auctioneer shall at its own cost and expense:
- (a) provide commercially reasonable best efforts to conduct the Auction in accordance with its terms and the terms of this Agreement;

-
- (a) provide sufficient licensed auctioneers and other personnel as is generally required for the holding of auctions of this nature;
 - (b) supervise the inspection of the Assets by potential purchasers prior to the auctions;
 - (c) prepare for, arrange, conduct and conclude the auctions including, but not limited to, advertising, auction-related set-up, administrative services, collection of proceeds, banking, security/check out personnel, etc.;
 - (d) advertise and promote the auctions. The Auctioneer shall seek the prior consent of the Receiver to all advertising, such consent shall not to be unreasonably withheld;
 - (e) organize, inventory, tag and lot the Assets for auction while at all times taking reasonable care of the Assets;
 - (f) allow representatives of the Receiver to be present at the auctions and to have access to all of the Auctioneer's records concerning the sale of the Assets; and
 - (g) provide the accounting described in Section 2 of **Schedule "C"** hereto.

6. ADDITIONAL REPRESENTATIONS, WARRANTIES AND CONDITIONS

6.1 The Receiver represents and warrants to the Auctioneer that, subject to the approval of the Court described in Section 4.1 hereof, the Receiver has good and sufficient power and authority to enter into this Agreement and to complete the transactions contemplated by this Agreement.

6.2 The Auctioneer represents, warrants and acknowledges to the Receiver that:

- (a) the Auctioneer is a corporation duly incorporated, organized and subsisting under the laws of Ontario and British Columbia;
- (b) the Auctioneer has good and sufficient power and authority to enter into this agreement and to complete the transactions contemplated by this Agreement;
- (c) this agreement constitutes a valid and legally binding obligation of the Auctioneer, enforceable against the Auctioneer in accordance with its terms;
- (d) the Auctioneer will, prior to conducting any sales pursuant to this agreement, be registered under Part IX of the *Excise Tax Act* (Canada) and shall have all necessary registrations and authority to collect, report and remit any applicable taxes on or with respect to any sale of any Assets by the Auctioneer pursuant to this agreement, in all applicable jurisdictions;
- (e) the Auctioneer has not jointly elected with the Receiver pursuant to section 177(1.3) of the *Excise Tax Act* (Canada) and

(h) the Auctioneer holds all required permits and licenses required to perform its obligations under this Agreement.

6.3 The representations, warranties and covenants of the Auctioneer set forth in this agreement will survive completion of the transactions contemplated by this Agreement.

7. MISCELLANEOUS

7.1 All references to currency in this Agreement and in the schedules hereto are to lawful currency of Canada.

7.2 If the doing of any act pursuant to this Agreement falls on a day on which the Premises are not ordinarily open for business, then the time for the doing of such act shall be deemed to be the next day on which such Premises are open for business.

7.3 Any notice, request, instruction or other communication to be given hereunder by any party to the other shall be in writing and effective when delivered by facsimile or by electronic mail to the addresses and/or email addresses set forth as follows:

The Receiver: Alvarez & Marsal Canada Inc.
Commerce Place
Suite 1680, 400 Burrard Street
Vancouver, BC, Canada V6C 3A6

Attention: **Vicki J. Chan, CPA, CA, LIT**
Vice President
Email: vchan@alvarezandmarsal.com

The Auctioneer: Infinity Asset Solutions Inc., in connection with
Joiner Sales Corp.
63 Maplecrete Road
Concord, ON, Canada L4K 1A5

Attention: Bruce Lyle
President
Email: blyle@infinityasset.com

A party may from time to time change its address for service or its facsimile number for service by giving written notice of such change to the other party.

-
- 7.4 No waiver by either party of any of the conditions contained in this Agreement or of any breach of any of the covenants contained in this Agreement shall have effect or be binding upon that party unless expressed in writing and any waiver so given shall extend only to the particular condition or breach so waived and shall not limit or affect any rights with respect to any other condition or breach or any future breach.
- 7.5 This Agreement and the attached schedules constitute the entire agreement between the parties relating to the subject matter hereof and supersedes all prior proposals, communications and agreements, whether written or oral.
- 7.6 This Agreement may be amended or modified only by an instrument in writing executed and delivered by the parties hereto subsequent to the date hereof.
- 7.7 The parties covenant to execute such further documents and do such further acts as may be required to implement the terms of this Agreement.
- 7.8 All stipulations in this Agreement as to time are strictly of the essence.
- 7.9 This Agreement shall be governed by the laws in effect in the Provinces of British Columbia and Prince Edward Island and the parties hereby attorn to the jurisdiction of the Courts of those Provinces.
- 7.10 This Agreement may be executed in counterparts by the parties hereto and executed counterparts may be delivered by electronic mail and such execution and delivery shall be valid for all intents and purposes and the executed counterparts shall together form one document.
- 7.11 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

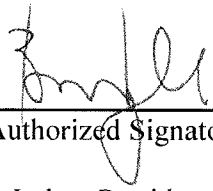
-----Signature Page to follow -----

EXECUTED as of, this 17th day of January, 2019.

INFINITY ASSET SOLUTIONS INC.

IN CONNECTION WITH JOINER SALES CORP.

Per: _____


Authorized Signatory

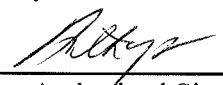
Bruce Lyle – President
Infinity Asset Solutions Inc.

Name and Title of Signatory

Alvarez & Marsal Canada Inc.

solely in its capacity as Court-appointed
receiver of DME and not in its corporate or
personal capacity

Per: _____


Authorized Signatory

Anthony Tillman - Senior Vice President
Print Name and Title of Signatory

**SCHEDULE “A”
EXCLUDED ASSETS**

IP and drawings of the Company

LISTING OF INCLUDED ASSETS

Use of the Company’s customer mailing list until completion of our agreement for the purposes of marketing the sale for both the Private Sale and Auction process.

Machinery & Equipment

DME - SCHEDULE A

ITEM #	JPEG	YEAR	MAKE/CLIENT	MODEL	FAB PLANT	SERIAL #
1		2000	Linmac	660X	Gap Bed Lathe, 34" Swing, 8' Bed, 4' Bore, 13-1200 Rpm, Fagor Innov Pro DRO, Quick Attach Tool Holder, 3 Jaw, 4 Jaw, (2) Steady Rests, Tooling	11212
2					Hose Reel, 4-Tier Shelf, Jet 6" Bench Grinder, Cart	
3		2006	Modern	CO636AM000	Tool Room Lathe, 16" Swing, 4' Bed, 1 1/4" Bore, 100-2000 Rpm, 4 Jaw & 3 Jaw Chucks Steady Rest Quick Attach Tool Holder	640688
4					(2) Steel Benches, (1) Wood, (2) 2-Door Cabinets, Drill Bits, Collet Set, T-Slot Table Kits, Twist Drills, Taps, Micrometers, S/S Parts Grinder, Finish Sander	
5		2014	Sharp	259HD401	Vertical Milling Machine, 12" x 59" T-Slot Table, 6" Stroke, Mitutoyo KA DRO, 6" Machinist Vise, Power Table, Dovetail Ways & Tooling	10049
6			Modern	YS-2VS-949	Vertical Milling Machine, 3 hp, 9" x 49" T-Slot Table, 5" Stroke, 70-4200 Rpm, Fagor Innova DRO, Power Table, 6" Machinist Vise, Dovetail Ways,	070131
7					Steel Bench, Vise, Shop Fan, Paint Rack, (2) Alright Stands, Misc Metal Cuts	
8					60' Swing Out Overhead Monorail Hoist System With Power Fist 400 lb Cap Electric Cable Hoist, (2) Weld Screens	
9					Cantilever Rack, (2) Rolling Stainless Bins, (12) Steel Metal Carts	
10		2013	Baileigh	WB-90-NCE-2	Mandrel Tube Bender, 25' Cap, Digital Push Button Control, Spare Dies	BL-7178
11		2011	Orbitalum	GF4	Orbital Pipe Cutter	142610326
12		1996	SAF Curvatrici	B550	Type H Hydraulic Profile Roll Bender w/ Cart & Dies	250349
13			Miller	Millermatic 350P	Welder (Needs Work)	
14			Lincoln Electric	Powermag 350MP	Welder	
15			Miller	Millermatic 250MP	Welder w/ Spoolmatic 30P Gun	
16					Aluminum Table, Cart, Cantilever Rack, Monitor & Input Station	
17					S/S Rolling Cart, 6 Ridgid Pipe Stands, Custom Clamp Station, 2-Tier Plastic Cart	
18					(2) 2-Tier Shelves, Miller Maystar 210 Welder, Grinder, Lifting Arm	
19					Bench & Table w/ S/S Cart	
20		2012	Durmazler	PBH100	Hydraulic Angle Bending Roll System, Digital Control, Width 1340 mm, Length 1750 mm, Height 1650 mm, w/ Die	
21			Miller	Maxstar 200 DY	Stainless Welder	
22			Miller	Maxstar 200	Digital Control S/S Welder w/ Cart	
23					(2) Shelves, C-Clamps, Aluminum Bench, Cart, 4-Tier Shelf	
24			Diversitech		Feed Fume Extractor, 2 Weld Screens, Jet 6" Grinder	
25			ShopBuilt		65" Pyramid Rolls	
26					(3) Tables, Vise, Cart, (2) Grinders, Weld Screens, Slings, Plate Clamp	
27			Miller	Maxstar 210	(2) Digital Control S/S Welders, DC Tig & Cart	
28		2017	Anver	VPEI-GEN2	5-Station Vacuum Lifter, Max Load Length 20', Max Width 8'	M01705031
29					10' Aluminum Shaping System	
30					Portamate Clamp Stand, 2 Banding Carts, Lift Chair, Saw & Misc	
31			Ridgid	300-T2	Pipe Threader w/ Dies	ED407300713
32					Plate Clamp & 2-Tier Cart	
34		2010	Hyd-Mech	VW-18	Digital Control 18" Bandsaw, 5.5 hp, Laserlight, Gravity Rollcases	JWA0312379B
35					S/S Rack w/ Mixed S/S	
36		2001	Doall	C-916S	Bandsaw 9" X 16" Cap	524-011161
38					S/S Rack, Data Input Station, Cantilever Rack, 3-Section, 4-Tier Shelf, Sawzall & Fittings Bins	
39			Doosan	GC35C-5	Forklift, 9750 lb Cap, 216" 3-Stage Mast, Side Shift, Solid Tire, Lpg, Meter: 3801 Hrs	F56DE-129D-00025

40					Samsung Monitors, (2) Dollies, Jerry Cans, 5500 lb Pallet Jack	
41					Shop Office, 2 Desks, 4 Chairs, CPU's, Image Runner 2525 Copier	
42					New Parts in Office, Weld Supplies, Grinding Wheels, Ironwork Dies, Grinder, Label Machine	
43					10-Tier Steel Rack	
44					(2) 4-Tier Shelves, Straps, Grinders, Shear, Flammable Cabinet	
45	Parcel #4	2018	Hyundai	110D-9	Forklift, 25,000 lb Cap, Diesel, 197", 2-Stage, Individual Fork Positioners, Light Pkg, Meter: 308.8 Hrs	HHRHFT21VH0000083
46					(2) 9-Tier Steel Racks	
47					Uline Tote, Shop Fan, 2-Tier Shelf	
49		2014	Anver	M100M-L3P/6P W/L90M6-110-3/44	3-Station Vacuum Lifter, 900 lb Cap, Max Load Length 10', Max Load Width 6'	S0140000910
50		1999	Accupress	7017512	Press Brake, 175 Ton, 12', Auto Back Gauge, LZS-004 , Block Laser Alignment Gauge, Digital ETS Control, 4 Way Die, Rolling Cart w/ Insert Dies	5696
51					Rolling Table, 1/3 hp Grinder w/ Cart, Shelf	
52			Hyster	S135XL2	Forklift, 12,000 lb Cap, Side Shift, 2-Stage Mast, Solid Tire, Lpg, Meter: 9955 Hrs	B02YV02253A
54		2015	Mustell		C-Hook Coil Lifter, 5 Ton Cap	2015050
55					10-Station Steel Coil Storage Rack	
56					Stainless Rack w/ Carts, Copper & Card Basket	
57			Ironside	10729	Motorized Coil DeCoiler System, 6' Width Cap, Cradle Station, Top Roll Plastic Cover Station, Pinch Roll Straightener, HyperTherm Powermax 45 Plasma Welder, Diversitech Mini-Vac 2 Fume System, Rolling Table, Variable Frequency Drive, Pendant Control	1808
58		2013	Accushear	625012	Hydraulic Shear, Digital Control Auto Back Gauge, Cap Thickness .250, 12' Length, Min Clearance .002	6433
59		2006	Faccin	DP3	Type 2021 Hydraulic Plate Bending Rolls, 81" , Lever Control	06103058-3113
60					Rolling Table, Sawhorses, Shop Vac's, Cabinet w/ Safety Gear, Straps, Hand Grinder, Vise	
62					Rolling Table, Sawhorses, Storage Shelves, 2-Door Cabinet, Tech Cable, Steel Rack w/ S/S Cut Sheets	
63					(2) Rolling Carts & Fan	
64		2017	Rhino Cutting Systems	Shop Series	Downdraft Plasma Burning Bed System, Single Head 102" x 25' Infinity Standard Linatrol Profile Cutting Control, Thermal Dynamics Ultra Cut 100 XT High Precision Plasma Cutting System Source s/n: MY1701200023 w/ Parts in Cabinet	17000401
65					Rotobelt Type Sander/Polisher 4" x 4'	
66		2001	Sharp	PN-150S	Finish Sander, 5 hp, 6" x 3'	110402
67		2013	Edwards		Combination Iron Worker & Press, Mod 40 Ton Press Adjustable s/n: SP006413, 75 Ton s/n: 11937513A Iron Worker, Common Hydraulics, Laser Light	
68			Ecco	X3614	3' Manual Slip Rolls, & Oxy/Act Set	10582
69			Ingersoll Rand	UP607.5TAS-125W/D	Rotating Screw Tank Mount Air Compressor, Meter: 5464 Hrs	CBV4300806
70			Wilder	1624	16 Gauge Workhorse Power Slitter, Shop Vac, King Blower, Twin Data Input Station, Record Vise on Stand, 10' Auger	49248
71			Miller	Millermatic 350P	Welder	
72					Portable Stainless Test Pump, Tech Cable, Pipe Stand, Cabinet, Safety Gear, 12' Ladder & Carts	
73		2012	Ecco	MD-930HL-3	Mill Drill, 2 hp, Pipe Stands	M1212059
74					Custom 12' Cap, Variable Speed Polisher, Single Bag Dust Collector	
75					Vise on Stand, Cart, (4) Grinders, Drill, Step Ladder, Custom Variable Speed 1.50 hp Turning Manipulator	
76			DCE	Cenimaster UMA10451	1 hp Dust Collector, Work Stand, Hose Reel	95-1309/02
77					Rolling Cabinet, Storage Shelves, 2-Door Cabinet, Rohr Polisher, Die Grinder, New Belts & Supplies, Dollie	
78					Ladders & Sawhorses	
80					Pallet Jack, Pipe Stands, Sawhorses, Cart, Fred Dune Extractor, Chains	
81					Steel Bench, Storage Shelves, Tool Box, Hyd Power Lift, King 6" Grinder, Carts, Hole Saws	
82			Miller	Maxstar 210	Welder w/ Cart and Bottom Cooler	
83					(3) Step Ladders, Hyd Jacks, Drills, Pipe Stand, Carts	
84			Miller	Maxstar 210	Digital Welder	

85	Malt Plant - Parcel #3	NSI	5 Ton Cap Malt Grain Handling/Processing System, Vessel Type 1103 HL 118,500L, Brew Water Hot Mod: WT02JK01, Tig Welded Seams, In & Out Loader Frame, Grain Loader, Turning Chain, 114" Dia x 24', Insulated, Humidifier, Siemens Control Mod: CP-MCC, WO BRU032-83 Touch Screen, 2017 Maxon/Honewell Natural Gas Mod RA0200 Indirect Heater 2 Million BTU	
FAB PLANT YARD AREA				
87			Cantilever Rack, 6-Tier	
88			Sawhorses	
89			Cantilever Rack, 4-Tier	
90			Steel Ring Rack w/ Rings	
91			Mixed Brass, S/S Plate, (4) Tank Sides	
92			(2) Pallets of Screen & Stainless	
93			(9) Pallets of Formed S/S Rings, 3 Tank Caps	
94			(5) Pallets of Formed Rings	
95			(2) Welding Manipulators, 1 Variable & Tables Aluminum	
96			(2) Steel Racks & Pallet Racking	
97			Scaffolding	
98	Advanced Steel		12 Ton Cap, 26' Spreader Bar, Weight 1597 Lbs	2018-001
99			(3) Manual Manipulators	
100			(2) 40' Shipping Containers (Older)	
101			(9) Manual Manipulators & (1) Stand Type	
102			Pallet Racking, S/S Shelf	
103			2 Man Baskets	
104			(4) Pallets Mixed Cuts S/S	
105			S/S Rack, Grave Pallet Cradle, Old Positioner	
106			(2) Pallets Formed S/S, Pallet Mixed Cut	
107	Contrax	PBJLJ848	Forklift, 4 Ton, Cherry Picker	70635
108			Cantilever Rack	
109			(4) S/S Tables, 9' x 9', 2 are on Casters	
110			Pallet of Fumed Rings, (3) Tank Sides on Pallets S/S	
111			Steel Rack	
112			(3) Tank Sides, Pallet of Cuts	
113			Burning Bed Insert, Tank Rings, 2 Cut Pallets	
114			(3) Finished Tanks, (1) Mixer Tank	
115			Lpg Cage, 2 Ton, 4 Ton Cherry Picker	
116			20' Span, 2 Ton Gantry system, 25', 2 Ton Beam	
117			1 Ton, 15' 360° Jib	
118	2012	Mussell	Single Girder Crane Beam, (2) 18' Uprights & Mixed Yellow Steel	
119			(4) Hose Reels	
STORAGE LOCATION				
120			S/S Trade Show Display Model with lights	
121		DME	(2) Hop Eggs, Variable Speed Intergrated Mixer, 254 Tare Weight, 15 PSIG, s/n: JN0263-01, s/n: JN0263-02	
122	2006	Anver	600 LB Cap, 6 Pad Vacuum Lifter (Needs Work)	
123		Allright	(5) Wood 6' Step Ladders	
124			2-Tier S/S Weld Cart, 4 Weld Screens, Stand	
125		DME	S/S Hop Back Top Tank, 3' Tall x 2 1/2' Dia, On Stand	
127		DME	Louter Tun Screening System, 64" Dia x 5' Tall, On Stand	
128			Craftsman Tool Box, Garbage Cans, S/S Fittings	
129			2500 lb Cap Pallet Jack, Stand, Ingersoll Rand 2 hp Air Compressor	

130	Doosan	GC35C-5	Forklift, 15,000 lb Cap, 266", 3 Stage Mast, Side Shift, Lpg, Solid Tire, Meter: 1147 Hrs, 12' Fork Extensions	FG80E-1290-00070
131			5-Tier Chrome Rack, 8' Pallet Jack 5500 lb Cap	
132			Custom Variable Speed Twin Station Adjustable Tank Manipulator System	
133			(2) 5-Tier Chrome Racks, (1) 2500 lb Pallet Jack, (2) 5500 lb Pallet Jacks	
134			Pallet of DR 32' x 230' 8mm Shrink Wrap	
135			Pallet of 7 Boxes 40' x 100' 7mm Shrink Wrap	
136			S/S Malt Mill Approx 5 hp	
137			(2) S/S Spindle Stations	
138			Empty Control Box & Wire	
140			Crate of Tower Signs	
141			S/S Cart, (2) Control Cabinets, Empty Pallet of Hardware, Chains, Box of Used Tech Cable, (2) Sawhorses, Partial Desk	
142			(18) Bags of Rockwool 4 x 36 x 96" Enerwrap Insulation	
143	DME/ Andina Brown	BT-40B	(2) 5152 L Cap, 865 Kg, 15/35 PsiG, 40 BBL, S/S Tanks	2017-102
144			(6) Aluminum Tables, Pallet w/ S/S Pump, Roll Case, (2) New Sew Motors, Pallet of Computer Equipment, Spent Grain Transition Station, Pallet of Misc.	
145			(4) Pallets of Parts for DME Brewhouse	
146			Pallet w/ 2 Twin Control Panels, Pallet of Scaffolding, Pallet of Tires, (3) Pallets of Crane Hoists, Step Stools, Filter Cartridge	
147	Hound Dog	A	S/S Keg Washing System, Digital Control	H2521
148			Steam Generator, Sew Motor, Reducer, Pallet of Transformers, 2-Ton Hoist, Pallet of Wire, Malt Mill, No Data	
149			Craftsman Tool Box, 6' Ladder	
150			(2) Show Display Tables	
151			Slings	
152			(8) S/S Stands, Cage and Hose	
153			(2) Miller Maxstar 200 Welders, (7) S/S Welder Carts	
154			(13) Chairs, Bandsaw Table, (5) Stack Chairs, Desks, S/S Display Tanks, Trade Show Booths, (2) First Aid Kits	
156	DME/Molson/Coors Peak Project		Sheldons Type 1122 UNF Blower, Insulated Ducting w/ Gate Valves, Sheldons Mod: 3024 UNF Blower, Pallet of Mixed parts	
157			S/S Shrink Wrapper, Geist Grit Hopper, Bottom Gate ???, for Feeding System, Approx. 20 BBL	
158	DME/Sonmen Hill Custor	MM-15BBL	Mash Mixer/Brew Kettle Combination, 3080 L Cap	
159			(4) Boxes AP Armaflex 3/4" x 48" x 50'	
160			(11) Boxes AP Armaflex 1 1/2" x 48" x 25'	
161		GH400K	Grit Hopper, S/S, 400 Kg Cap	2015 145
164			Pallet of Ice Melt	
165			Diverter Control System In Crate	
166			Record #6 Vise, 3 Step Stools	
167	DME	SGH-400	237 - 154 Kg Cap Specialty Hopper	BNO176-51-02
MAIN PLANT				
172			(4) Picknic Tables, 12' Fork Extensions, 2.5 Lifts of Crating Lumber, S/S Cabinet, Plywood Pads	
173			Reception Area: Flatscreen, Chair, Cabinet, Label Printer & Misc	
174			(2) Desks, CPU's, File Cabinets, (3) Chairs, (3) Flatscreens	
175			(2) Desks, (2) Flatscreens, (3) Chairs, File Cabinet, First Aid Kit	
176			GBL Laminator & Safety Gear, (3) Rolling Mastercraft Cabinets, S/S Fittings, Tools, Touch Screen	
177			(2) Desks, (4) Flatscreens, (2) Lenovo Think Pad Laptops, Panel View Cabinet, Bookcase, Panasonic & Sharp Flatscreens, Chairs	
178			(4) Work Stations, (4) Chairs, Siemens Simatry Field PG Laptop, Label Printer, (8) Flatscreens, Microsoft Tablet, Mastercraft Cabinet w/ S/S Parts, (2) Dollies, (2) Intel NUC615S4H Plug Ins	
179			(35) Top & Bottom Lockers, Benches, Ladder, Shelf & Misc	

SERVER ROOM				
180				(2) hp 1920-24G & 48G Switches, NEC Digital Phone System, Switches, (2) Flatscreens, Cisco & Netgear, (26) NEC ILV(YDG) 2-3 (8k) DJ700 Series Hand Sets
181				(2) Double Work Stations, (4) Chairs, (6) Flatscreens, Asus CPU, Modisc CPU
182				(2) 4-Tier Storage Shelves, Endura Cut Plotter, New Beer Glasses, Glass Sight's (2) Tables, Flatscreen
183	2013	Trotec	Speedy 400	Marking Cutting, Engraving System, 1.4 Kw, C02 Laser Laser Diode 655 NM S4-0297
184				L-Shaped Work Desk, (2) Chairs, (3) Flatscreens, HP Altec Laptop, Canon 5600F Scanner
185		Canon	IPF670	Printer System BACT6167
186				U-Shaped Work Desk, (4) Chairs, Cabinets, Inwin CPU, Canon & HP Printers
187				Lunchroom Table, Chairs, Fridge, (2) Microwaves, Coffee Maker, Toaster, Dishwasher
188				Work Desk, (3) Chairs, File Cabinets, Storage Cabinet, Microsoft Tablet
189				12' Boardroom Table, (14) Chairs, Artwork, Flatscreen, Cabinet, Samsung 65" TV, Wireless Keyboards
MAIN PLANT FLOOR				
190				(2) 5-Tier Shelves, Pop Riveter, Fridge, Packing Blankets, (2) Desks, Pump Parts
191				(4) Hose Reels, (4) Weld Screens, Baldor Bench Grinder, S/S Welding Rod & Stand, (2) Easels, Aluminum Table, Creeper
192				Wire Rack, (2) Rolling Fittings Bins w/ Electric Parts, Cart w/ Wire, Basket
193				(2) 20' Aluminum Ext Ladders, Ridgid Mod: R4512, 10" Table Saw, Shipping Bench
194				12' w Pallet Rack Section, Stretch Wrap, 12' Ladder, Shackles, Tool Box Base, Banding Cart, 6-Tier Shelf w/ Hardware
195	2010	Mazda	B2300	Pickup Truck, 71907 Kms, Automatic, 2-Wheel Drive, 4F4KY1CD6APM02501
196	2006	GMC/ Isuzu		Single Axle Delivery Truck, 6-Speed Eaton Fuller Transmission, 81655 Kms, 25' Wood Deck, 12,000 Kgs GVW, Diesel 4GTJ6F13X6F700627
197		Doosan	GC35C-5	Forklift, 15,0000 lb Cap Solid Tire, Side Shift, 216" 3-Stage Mast, Lpg, Meter: 2514 Hrs FGBOE-1290-00026
198				Hose Reel, (2) Carts, Alright 3' Ladders, Ice Melt, Tables, (3) 2' Ladders, Alluminum Table, Nylon Straps, (2) 3' Ladders, Priority Cabinet, 1-Section, 2-Tier Pallet Rack
199				(3) BBQ's, Air Hose, 2-Door Cabinet, (2) Shrink Fast Guns, General 90-040 ml 14" Bandsaw, (2) 2-Tier Carts, (2) 2-Tier Pallet Rack, Straps
200				Qty of S/S Fittings on Wall, Electrical S/S Bench, Wire w/ Chrome Rack, New Shackles, Band Cart
201				(4) Aluminum Tables, (8) Ridgid Stands, (2) 12' Fiberglass Ladders, Weld Screen, Record 6" vise, Jet 6" Grinder, (2) 2-Tier Carts, (2) Hose Reels
202				Cantilever Rack w/ 1" - 3" S/S Pipe
203				Rolling Cabinet, CPU Input Station, Flatscreen, Sockets, Clamps, Slings, Record #6 Vise, (2) 2500 lb Pallet Jacks
204				(6) Ridgid Stands, (2) Hose Reels, (4) 5-Tier Shelves w/ S/S Black Room Parts, Welding Wire, 3-Tier Shelf w/ S/S parts & (13) Pentair KUNCDN25-40 S/S Valves, (2) Endress Digital Maker
205				Alluminum Table Clark Quick Switch Clamp, Record #6 Vise, 3-Tier Shelf, Baldor 1/2 hp Grinder, Test Pressure Pump, (2) Hose Reels & Tools, Steel Roll Dispenser
206				Caldwell 2-Ton 10' Spreader Bar, Caldwell 2-Ton 4' Spreader Bar, 2500 lb Pallet Jack, Post A Mate Stand, Hose Reel, Nylon Slings, (2) Pipe Clamps, Plate Clamp, Chain, (2) Hose Reels, Small Table
207				40' Ext Ladder, 2-Door Cabinet w/ Confined Safety Harnesses, (4) 8' Fiberglass Shop Ladders, (2) 5' Fiberglass Shop Ladders, 20' Ext, (2) Hose Reels, King 6" Grinder, 2' & 3' Step Ladders
208	1996	Skyjack	SJ-6832	Scissor Lift, 32' Lift Height, 800 lb Cap 81000
209				(2) Manual Adjustable Weld Manipulators
210		Custom		Custom Double Sided Welding Manipulators, Powered, Variable Speed, 2 hp, w/ Twin Diversitech Fred MiniVac2 Fume Extractors
211				(2) S/S Sheets, 60" x 120"
212				(3) 2-Tier Carts
213		Diversitech	MiniVac2	(4) Fume Extractors
214		Diversitech	MiniVac	(2) Fume Extractors
215	2018	Anver	001354(E) 50M10-198-5/5	1500 lb Cap, Max Load Length: 20', Max Load Width: 8', 10-Station Vacuum Lifter S0170015001B
216				(2) Pallets of Stands, Jerry Cans, 10 Ridgid Stands

217		Ingersoll Rand	IRN20H-TASHU	20 hp Rotary Screw Air Compressor, Hrs: Approx: 4000	CBU323838
218				Manipulators Arms, (2) Easels, Record #6 Vise, King 6" Grinder, Table, Finish Sander, Grinder Weld Screen, Complete Input Station	
219				12' 2-Tier Pallet Rack, (3) 2-Tier Carts, (4) King 1hp Blower/Dust Collectors, (2) Air Systems, CIF-CAN15 Confined Space Blower	
220	2011	J.IRIZAR		2.5 Ton Cap 150 up-32mm Power Roll w/ Mod: IR5 Idler	
221	2011	J.IRIZAR	WR-5	5 Ton Rotation Cap, 2.5 Ton Load Cap, 150 up to 3200 mm, Power Roll w/ Mod: IR5, 2.5 Ton Idler Roll	
222				2500 lb Pallet Jack, 12' Ladder, Rolling Rigging Stand, Hercules 4 Ton Cherry Picker	
223				(18) S/S Bands & Single Sheet	
224				S/S Pipe & Aluminum In Rack	
225				(2) Pallets w/ Central City Parts, Stand, Creeper	
226				4" Vise, Vacuum Pump, (4) Screens, (12) Ridgid Stands, Portamate, (4) 2-Tier Carts, (2) Baskets, 2-Door Cabinet, Confined Space Safety Gear, (2) Hose Reels, (2) Tables, King 6" Grinder, (4) Shop Bins Stands	
227	2006	FabMaster	IW-66K	Ironworker, 60 Ton Cap, Punch, Flat Shear, Angle Shear, Bar Shear And Notch	360243
228	2006	ALMI	AL150	3' x 6 1/2" Finish Sander	100758
229		Gallant	1	Rotobelt Twin Station Finish Sander, 4" x 5'	39816
230		Ecco	X-3614	3' Manual Slip Rolls	10581
231				50 Ton Hydraulic Shop Press, Adjustable w/ Dies Shelf, Sawhorses, Stands, (4) 2-Tier Carts, (3) S/S Weld Carts, (2) Ladders, Hose Reel	
232				(2) Aluminum Tables, S/S Weld Cart, Knaack 2048 Job Box, Hilti TE2, Hilti TE-7C, Drill & Tools, Rolling Steel Cart, Greenlee Job Box, 2-Tier Cart	
233	Parcel #5 2018	CAT	2C6500	Forklift, 6,000 lb Cap, 221", 3-Stage Mast, Side Shift, Solid Tire, Lpg, Meter: 166 hrs	AT83F90424
234				Steel Bin, 4-Tier Pallet Racks 8' Porter Cable, 6 Gal Portable Compressor, S/S Weld Cart, Ridgid Stand, Cat 2 CR Saw, Dayton Winch, Confined Space Blower, Hitachi Chop Saw, Knaack Job Box	
235				Shop Offices, (3) Desks, (3) Chairs, 6 Flatscreens, (2) CPU's, (2) Micrometers, Cordless Drill, Hyd Gauges, Welding Rod, First Aid Room, RKIGY2012 Meter, BW Clipon Monitor, Radio	
236				(2) Boxes w/ S/S Parts & Flanges, Box w/ New 8-Piece Pie Shaped Screen Panel Set	
238				Metal 2-Door Cabinet, (2) Flammable Cabinets, Dollie, S/S Cabinet, Hyd Punch	
239		Miller	Maxstar 200	(2) Welders & (1) Cart	
240		Midwest Fasteners	CD100	Stud Welder & Cart	
241		Miller	Maxstar 200	Welder w/ Cart	
242		Miller	Maxstar 210	Welder w/ Cart	
243		Miller	Maxstar 210	Welder w/ Cart	
244		Pulsar	D165	Hyd Crimper w/ Cart	4603
245		Miller	Maxstar 200	Welder w/ Cart	
246		Miller	Maxstar 210	(2) Welders	
247		Miller	Maxstar 210	(2) Welders w/ (2) Carts	
248		Miller	Maxstar 210	Welder w/ Cart	
249		Miller	Maxstar 200	Welder w/ Cart	
250		Miller	Maxstar 200	Welder w/ Cart	
251		Miller	Maxstar 210	Welder	
252		Miller	Maxstar 200	Welder w/ Cart	
253		Miller	Maxstar 210	Welder w/ Cart	
254		Miller	Millermatic 350P	Welders	
255				Portable Beaver 10 kVA Transformer, 2 hp Variable Speed S/S Pump	
256		Custom		Welding Manipulator System, Twin Station 2 hp Variable Speed, Adjustable, (2) Fred Minivac 2 Fume Systems, (2) Manual Twin Towers	
257				Rolling Board, Pipe Stands, Saw Horses	
258				(2) S/S Weld Carts, Chop Saw, Finish Sander, Grinder, Die Grinder, Drills, Heat Guns, Ext Cords, 14' Fiberglass Ladder, 4 Carts, #6 Vise, 6 Pipe Stands, Aluminum Table Shelf	

MAINTENANCE SHOP					
259				King Parts Washer, Darex Drill Sharpener, Piranha II Diamond Grinder (Electrode) Mod: DGP-PG3A-1/2 w/ Shopvac, Storage Shelves, Bench, Finish Sanders, Grinder, Drills, Hole Hawg, Hyd Jacks, Porta Power Jack, Ocy/Act Parts, Tap & Die Kits, Spare Welding Leads, Monitor Outside on Wall	
264				Aluminum Table, (3) 2-Tier Carts, 14' Step Ladder, Vise, Shop Vac, Shelf, Hose Reel, 4 Ton Cherry Picker	
265				(2) Weld Carts, Aluminum Table, (2) Hose Reels, (2) King 6" Grinders, (2) 2-Tier Carts, 6" Vise, (2) Aluminum Tables, 5" Vise	
266		Custom		Welding Manipulator Double Sided Twin, 2 hp, Variable Speed w/ Single Adjustable Idler Stand	
267		Custom	76-0341	Welding Manipulator Double Sided Twin, 2 hp, Variable Speed w/ Twin Mini v-2 Fume Extractors	24319-07
268				King 6" Grinder, Pipe Stands, Hose Reel, Rigging Band, Tables	
269		Ecco	X-3614	3' Manual Slip Rolls	10543
270	2015	Ecco	W1318S	13" x 18" Metal Bandsaw, 3 1/8 hp, Auto Clamp w/ Gravity Rollcases	15A12709
271				(2) Steel Racks w/ S/S Flat Bar, Pipe & Tube	
272				Rolling Rack w/ S/S Tube & Pipe w/ Rollcase & Stand	
273				Storage Shelf, Cage, Hose Reel, Pentair Punch Press, Variable Speed 8' 2-Tier Pallet Rack, Oxy/Act Set, Table, Barr Tank, S/S Bands, Weld Cart, Job Mate	
274				(5) S/S Weld Carts, (2) Tables, (5) Pipe Stands, 4-Tier & 3-Tier Shelf w/ Clamps, Hose Reel, Weld Screen, Cabinet w/ Tools, 12' Ladder, (2) 8' Single Tier Pallet Jacks, (5) Boxes Arm Flex, 3/4" x 48 x 50', (4) Boxes Arm Flex, 1" x 48" x 35', Johns Mainville R-12 Fiberglass Clamp Stand	
275				(11) Ridgid Stands, Ext Cords, Shop Fan, (4) S/S Weld Carts, Hose Reel, Weld Screens, (9) Shop Vac's, 2-Door Cabinet, Global Storage Cabinet, King 6" Grinder	
276	2004		45	Mill Drill, 5" Stroke, 75-1970 Rpm, 31' x 9 1/2" T-Slot Table, Machinist Vise	411023
278				Shop Office, 2 Desks, 4 Bookshelves, 4 Gaslift Chairs, Waiting Chair, Bar Fridge, Shredder, AC Machine, 2 File Cabinets, CPU, 2 Flat Screens Scanner, Chrome Rack, Microwave	
279		Ametek		Crystal Gauge Cal HP Pressure Comparator, 15000 Psi / 1000 Bar, FilR Mod VS to High Definition Videoscope	
280		Orbitalum	GF4	Inspection Camera (New) Spectrovision 365 Strobe Light	
281		Ridgid	1224	Orbital Pipe Cutter	
282		Custom		Pipe Threader w/ Dies	EB482821214
283				(3) Custom Manual Adjustable Welding Positioners	
284				2500 lb Cap Pallet Jack, 8', 5500 lb Pallet Jack, Plastic Tote, Hose Reel, 2 Rigging Box Carts w/ Tools	
285				Engineers Office: Desk, Chrome/Leather Chair Steno, CPU, (2) Flatscreens, HP 7740 Printer, Zebra ZT230 Printer, Bar Fridge	
287		Mussell		4-Tier Steel Rack, S/S Pipe Parts, 4 Pallets S/S Cuts, 2 Pallets of Mixed Pumps, 2-Section 3-Tier Pallet Rack, Clamp Stand, Chain & Straps, 2 Fume Systems, Mini Pallet of Plastic Hose, Weld Cart, Plastic Grate, Tank Rib Cuts	
				Overhead Crane, Approx. 55' Span, 5 Ton Top Rail Ride, Underslung, Single Girder, Pendant Control, 100' Craneway	
CUSTOM ORDERS & SEMI FINISHED EQUIPMENT					
307	Natty Greens Pub Cancelled Order			20 BBL, 48" ID x 48 Can Lauter Tun Tank w/ Drive Complete	
312	2018	Engl	Polo 22-18,	Hop Grinder	348Q4
314				CIP Custom: Cleaning System & Misc (Made in-house Parts)	
315	2009	Mazda	B2300	Parts Truck	
NEW PARTS INVENTORY BUILDING					
316 Parcel #6	2018	Flexi	AC1200 Type E	Narrow Isle Order Picker, 3410 lb Cap, 218", Meter: 130 hrs, 3-Stage Mast, Powerhouse Mod: PHP24-760KBCRPB Charger	NA05486Z
317				(13) 2-Tier Carts, (2) 2500 lb Pallet Jacks, (5) Dollies, Shelf w/ Plate Clamps, Castor, 12' x 14' Fiberglass Step Ladder, (6) Small Ladders, Chrome Rack & PAKing, Platform Scale	
318				6-Section, 4-Tier, 8' x 25' Pallet Rack w/ Insets	
319				Contents: 10 Miller Maxstar, No Lead 210 Welders, Thermaline Heat Exchanger Mod: T44-16, Thermaline 10 BBL Heat Exchanger, Gate Valves, Hose, (4) 4-Tier Storage Shelves w/ Fittings, (5) Rittal Cabinets, (4) Engl Crushers, Water Boiling System, (7) S/S Rolling 22" x 52" Mod: CIF-56G, 247 L Cap Tanks, S/S Valves, Pump, Stands, (19) Belimo AFRX24N4 Controls, Sea Motors	
320				5-Tier Shelf w/ (5) S/S Pumps, (7) S/S Motors, (8) Motors	

321 6-Section, 4-Tier Pallet Rack w/ (4) 2-Tier Carts
 322 Contents: Qty of Penton S/S Valves, Gaskets w/ Fittings Bins, (4) SEW Drives, (2) Heat Exchangers, S/S Valves,
 323 (2) Sea Drives, Butterfly Valves, Pegasus Sites
 324 4-Tier Shelf, S/S Parts, (4) Boxes NGI, KJ180 Feet
 3-Section, 25', 4-Tier Pallet Rack w/ Insets
 325 Contents: (49) Boxes Pentair 2 1/2", 4" Actuating Valves, Belino Control Valves, Heat Exchangers, Sea Drives,
 326 Baldor Drives, (3) VFD Pumps, Brushes, Tank Tops, (3) SEW Motors, (3) S/S Pumps, Qty of Ebar Pumps, ABC
 327 Controls, VFD Controls, Matty Greene Custom Control Cabinet
 328 3-Section, 25', 4-Tier Pallet Rack w/ Insets
 Contents: Qty of S/S Fittings in Bins, Qty of Heat Exchangers, S/S Pumps, (60) New Baldor Drives & Parts
 329 Chrome Rack w/ Watson Tubing, (3) Alltech Pumps, AB Control
 (5) 4-Tier Storage Racks, Siemens Input Modules, Controls, Hand Tools, Hardware, Elec Plugs,
 330 Junction Boxes, AB Terminals, RM Terminals
 Bench w/ Hand Tools, Rittal Cabinets, Portable Siemens Meter System, Black Raven Control Box
 331 Weidmuller Therm Plus Label Printer, Weidmuller MCP Basic Engraver w/ Decl CPU, (2) Desks,
 Printer, (4) Flatscreens, Mastercraft Toolbox, 5-Tier Shelf, Vise, 2 Fluke Insulator Testers,
 332 2 Door Cabinet With 2016 Haffmans Vos Rota 90/25 Turbidity Meter, Hoffman Nibem-TPH Meter,
 Hoffman OPTI Inline 02 Meter, Optihaze Meter
 333 Bench w/ Wire, Conduit Cutter, Beaver Portable Transformer, 4-Tier Shelf, (9) Control Cabinets,
 Shelves, Vise, Chop Saw
 334 (3) 4-Tier Shelving, Wire, Mixed Box of Parts for Cleints
 336 (3) Chrome Racks, Storage Shelf w/ Bins, (3) Control Cabinets & Parts, Disconnects
 337 (7) 4-Tier Storage Shelves, Fittings Bins, Castors, Valves, Clamps, Tubes, Cables, Seats, Kilo Tech
 ND300 Scale, Air Fittings, AE Bench Scale, Desk, Bar Fridge
 338 6-Section, 9-Tier Shelf w/ Qty of S/S Nipples, Couplings, PVC Caps, Nuts, Bolts, Gaskets, S/S Caps,
 Feprula Adapters
 339 (3) 5-Tier Storage Shelves, Microwave, Air Fittings, S/S Parts, Link Sorts, Handles
 340 12-Sections, 9-Tier Storage Shelves w/ New Parts, Inverter, S/S, Clamps, Short Ferrules, 6" Shafts,
 Welded Elbows, Welded Adapters, Sample Valves, Diffusers, Pressure Gauges, Reducers & Misc.
 341 4-Section, 8-Tier Shelf w/ New S/S Parts
 342 4-Tier Shelf w/ New S/S Parts, File Cabinet, Desk, CPU, Flatscreen
 343 S/S Bands Outside on Wall by Fab Shop
 344 In Storage Building, Inhouse Engineered Mini Brewhouse, Could Go Into Production Need Some Work,
 Custom With Oak Crate Enclosure

FAB PLANT INSIDE STEEL

345 Bar Steel on Rack & Flat
 346 Pipe Steel on Rack
 347 Coil Stock, 10 Gauge, 12 Gauge
 349 (9) Pieces, 60" x 120", 12 Gauge, Steel Rack Cabinets
 350 Steel Rack Cabinets
 351 Steel Rack Cabinets

FAB PLANT YARD AREA

352 12 Gauge Coil, 467' x 48" Coils
 353 (3) Pallets of S/S Sheets
 354 (17) Pallets S/S Sheet Stock, 2 of the Lifts are 45 Sheet, 16 Gauge, 48 x 96, 3628 lbs, 2520 lbs
 355 (2) Pallets
 356 Contents of Rack
 357 S/S Pipe on Rack & Ground

358 (3) Mixed Pallets
 359 (7) 4" x 4" x 1 1/4" Angle
 360 Tube S/S on Rack & Pipe on Ground
 361 Pipe S/S on Rack w/ Carriage
 362 48" Coils of Steel, 12 Gauge, 7791 lb, 8315, 8227, 3500, 7769 lb, 8018, 7261, 7599, 8168 lb, 8153,
 8500, 8133 lb, 7610, 3200
 363 (7) Rolls, 16 Gauge x 48", 6775, 7388, 8322, (1) Approx 7000, 7196, 7758, 7981
 364 (2) Coils Rolls 5250, Approx. 7500
 365 Pallets of Sheet Shelf, Not Much
 366 Mixed Lift (2) Pallets of Caps, (3) Pallets of Bent Tube
 367 (33) pallets of End Caps (59)
 368 NSI S/S Cyclone Hopper, 1188 lb Cap, 2231 Weight
 369 (6) Pallets Mixed S/S Insulators
 370 Lift of Mixed Pipe S/S
 371 Qty of Mixed Pipe S/S
 372 Need Information for Contents of Locked containers
 373 S/S Angle
 374 (4) Mixed Pallets

SALES OFFICE - 2650 PROGRESS

375 Boardroom 5' Dia Wood Table
 376 (10) Chairs
 377 Samsung TV Stand, Speaker, White Board
 378 Conference Phone & Fridge Artwork
 379 Waiting Chair, Plant, Coat Rack, Loveseat, (2) Chairs & Table
 380 Samsung Flatscreen
 381 (2) Flatscreen Monitors, Rolling Cabinet Station
 382 Office Desk, (2) Work Chairs, Guest Chair, (2) Flatscreens, Wood Table, (2) Steno, CPU Flatscreen
 383 (9) CPU/Servers, (3) Chrome Racks And Parts
 384 Ping Pong Table
 385 U Shaped Work Station
 386 (2) File Cabinets
 387 (2) Flatscreens
 388 All In One
 389 Shredder

UPSTAIRS

390 Work Station
 391 Shelf
 392 CPU (2) Flatscreens & Chair
 393 (12) Chairs
 394 Flatscreen
 395 Office Couch, Desk, Wood Cabinet & Chair
 396 Jarvis Sit Stand Raise Desk & Side Table
 397 CPU (3) Flatscreens, Shredder
 398 CPU (2) Flatscreens
 399 (2) CPU Towers, (4) Flatscreens
 400 (2) Paper Shredders
 401 Jarvis Sit Stand Raise Desk

402			CPU (3) Flatscreens
403			(2) Tables, (2) Chairs
404			Lunch Table & (6) Chairs
405			(2) Fridges, (2) Keurigs, (2) Microwaves, Dishwasher
406			Chrome Framed Black Sofa
407			(2) Jarvis Sit Stand Raise Desks, Credenza, Cabinet, (2) Steno Chairs, Stool, Mastercraft Cabinet
408			(4) Flatscreens, Fujitsu Laptop
409			Double Sided Work Desks
410			(6) Rolling Chairs
411			(4) Flatscreens & CPU
412			(4) Flatscreens & CPU
413			Jarvis Sit Stand Raise Desk
414			(3) Flatscreens
415			(3) Waiting Chairs
416			2-Door Cabinet & Shelf
417	Canon	IPF605	Printer

Inventory Listing

StockCode	Description	Qty on Hand
NSI30-2163	VALVE BF 1-1/2" TC 316L EPDM SEAL STD HANDLE	51
NSI30-2174	VALVE BF 2-1/2" TC PNEUMATIC ACTUATOR, AIR	43
NSI30-0645	GEAR MOTOR 2.0HP, 5.3RPM, 230/460V 3PHASE 60Hz,	5
NSI30-2169	VALVE BF 1/2" TC PNEUMATIC ACTUATOR, AIR	8
NSI30-2166	VALVE BF 3" TC VALVE AND HANDLE EPDM GASKET	55
NSI30-7039	SCREEN V-WIRE 0.028" 77-3/4 OD x 12-1/4" ID C/W	2
NSI30-2501	MANWAY ROUND 18" WITH TEMPERED GLASS PANE LIWI	24
NSI30-0132	MALT MILL ENGL POLO WITHOUT MOTOR , WITHOUT SWITCH	4
NSI30-2176	VALVE BF 4" TC PNEUMATIC ACTUATOR, AIR	17
NSI30-2175	VALVE BF 3" TC PNEUMATIC ACTUATOR, AIR	24
NSI30-2164	VALVE BF 2" TC VALVE AND HANDLE EPDM GASKET 316L	36
NSI30-1662	VALVE 3/4" EMECH E20W AUTO C/W G1.2 ACTUATOR	1
NSI30-1292	PUMP AMPCO Lfv540-182TC X 7.087 IMPELLER	1
NSI30-2128	GEAR MOTOR 2.0HP 5.3RPM 575V 3PHASE 60Hz, SEW	2
NSI30-1919	PUMP W/ MOTOR ALFA LAVAL LKH20	2
NSI30-2505	TRANSMITTER - PRESSURE , CERABAR, ENDRESS+HAUSER	1
NSI30-8066	MANWAY OVAL SHADOWLESS 200R 3300MM SS304 ID 130"	9
NSI30-0602	HEAT EXCHANGER SINGLE STAGE WORT CHILLER FOR 5-8HL	2
NSI30-3043	PUMP W/ MOTOR FRISTAM FPR 3532 SSWD 15HP MOTOR	1
NSI30-1712	HEAT EXCHANGER SINGLE STAGE SS PLATE AND MS FRAME	1
NSI30-8019	SCREEN V-WIRE 0.028" 53.75" OD - C/W 1" FLAT BAR	2
NSI30-1653	SCREW JACK 2 TON RWJT122U0N-23.5-MMAA-ENCX-M1 56C	2
NSI30-6301	HEAT EXCHANGER SINGLE STAGE WORT CHILLER FOR	1
NSI30-1288	MANWAY ROUND 500MM X 100MM SS304 LPSD 7022 2.5BAR	19
NSI30-1297	MOTOR 5HP 230/460V 3600RPM 184TC TEFC	6
NSI30-2167	VALVE BF 4" TC VALVE AND HANDLE EPDM GASKET 316L	20
NSI30-2500	MANWAY ROUND 20" WITH TEMPERED GLASS PANE LIWI	9
NSI30-2263	VALVE BUTTERFLY 1.5" TC NC PNEUMATIC	12
NSI30-6560	HEAT EXCHANGER SINGLE STAGE SS PLATES AND SS FRAME	1
NSI30-2173	VALVE BF 2" TC PNEUMATIC ACTUATOR, AIR	17
NSI30-2509	MANWAY ROUND 16", 1.5 BAR, WITH TEMPERED GLASS	13
NSI30-1920	PUMP W/ MOTOR ALFA LAVAL LKH40	1
NSI30-0671	SCREEN V-WIRE 0.028" 65.75" OD, 12.25" ID	1
NSI30-7836	GEAR MOTOR 1.5HP 30RPM KAF37 DRE90M4 1740/30 1.1	1
NSI30-1616	GEAR MOTOR 2.0HP 24RPM 575V 3PH 60HZ SEW	2
NSI30-2165	VALVE BF 2-1/2" TC VALVE AND HANDLE EPDM GASKET	20
NSI30-1918	PUMP W/ MOTOR ALFA LAVAL LKH20	1
NSI30-2171	VALVE BF 1" TC PNEUMATIC ACTUATOR, AIR	5
NSI30-1244	VALVE BALL 1-1/2" NPT BRASS WITH 24 VAC/DC ELECTR	8
NSI30-1713	HEAT EXCHANGER SINGLE STAGE SS PLATE AND MS FRAME	2
NSI30-2129	GEAR MOTOR 3.0HP 17RPM 575V 3PHASE 60Hz, SEW SAF87	1
NSI30-3006	VALVE BF DN50 DIN WELD-THR 316L C/W 3 POSITION SS	6
NSI30-2588	PUMP EBARA CDU120/3NB PUMP ONLY	14
NSI30-2223	GEAR MOTOR 3.0HP 25RPM 575V 3PHASE 60Hz, SEW	1
NSI30-1052	MOTOR 1-1/2HP 208-230V/460V 3450 RPM 56J TEFC	6
NSI30-6207	HEAT EXCHANGER SINGLE STAGE WORT CHILLER FOR	1
NSI30-1363	HEAT EXCHANGER SINGLE STAGE, BATCH HEATER FOR	1
NSI30-2620	MANWAY ROUND 18" DN450 90°CONE ZIMMERLIN# 245 090	2
NSI30-6136	VALVE KNIFE GATE 14", SEMI-LUG KNIFE GATE VALVE,	1

StockCode	Description	Qty on Hand
NSI30-2062	MOTOR 1HP 208-230/460V 1725RPM 56C TEFC	6
NSI30-6339	HEAT EXCHANGER SINGLE STAGE WORT CHILLER FOR	1
NSI30-2267	VALVE BUTTERFLY 4" TC NC PNEUMATIC	4
NSI30-2303	HEAT EXCHANGER WORT COOLER 1" TC X 1-1/4" MNPT	1
NSI30-2502	MANWAY ROUND 24" WITH TEMPERED GLASS PANE LIWI	2
NSI30-2265	VALVE BUTTERFLY 2.5" TC NC PNEUMATIC	6
NSI30-2593	MOTOR 1-1/2HP 208-203/460 3450RPM 56J TEFC	4
NSI30-6214	MANWAY OVAL SHADOWLESS 200RP 1500MM SS304 59.06"	2
NSI30-6268	MANWAY OVAL SHADOWLESS 200RP 3000MM SS304	5
NSI30-4012	VALVE BF 1" TC VALVE 316L K588Z-E-10-LH *MUST	11
NSI30-0398	PUMP AMPCO C216-182TC X 6.00 IMPELLER	2
NSI30-0022	VALVE CHECK 1-1/2 TC SS316	54
NSI30-0556	MOTOR 3HP 208-230/460V 1800RPM 182TC TEFC	2
NSI30-6326	MOTOR 1-1/2HP 575V 3PH 60HZ 3450RPM 56J TEFC	4
NSI30-0005	VALVE BALL 1/4 NPT 1PC SS304 *(GSP#F0010000)	500
NSI30-1239	MOTOR 2HP 208-230/460V 3PH 3600RPM 145TC TEFC SS	5
NSI30-1314	VALVE BALL 3/4" NPT WITH 120 VAC ELECTRIC	6
NSI30-1336	VALVE BALL 1-1/4" NPT BRASS WITH 24 VAC/DC	8
NSI30-1483	MOTOR 3HP 575V 3PH 1800RPM 182TC TEFC STAINLESS	3
NSI30-2590	PUMP EBARA CDU200/5NB PUMP ONLY	7
NSI30-1249	VALVE BALL 2" NPT BRASS WITH 24 VAC/DC ELECTRIC A	3
NSI30-1400	VALVE BF DIN 50 STANDARD HANDLE EPDM GASKET 316SS	7
NSI30-1405	GEAR MOTOR 2.0HP 6.2RPM 230/460V 60HZ SAF77	1
NSI30-6414	MOTOR 3HP 575V 3PH 60HZ 3600RPM 145TC TEFC	1
NSI30-2040	VALVE BALL 3/4" NPT BRASS WITH 24 VAC/DC	6
NSI30-1889	MANWAY ROUND DN400 ZIMMERLIN# 341 104	1
NSI30-6081	GEAR MOTOR 2.0HP 24RPM 230/460V 3PH 60HZ SEW	1
NSI30-1619	GEAR MOTOR 1.0HP 6.8RPM 230/460V 3PHASE 60Hz SEW	1
NSI30-0226	GEAR MOTOR 1.0HP 5.1RPM 230V 60HZ SAF77 DR90L6	2
NSI30-1458	GEAR MOTOR 1.0HP 6.8RPM 230V 3PHASE 60Hz SEW	1
NSI30-4014	VALVE BF 2" TC VALVE 316L K588Z-E-20-LH *MUST	8
NSI30-1150	MOTOR 2HP 208-230/460V 1800RPM 145TC TEFC	2
NSI30-2226	HEAT EXCHANGER SINGLE STAGE SS	2
NSI30-6412	MANWAY OVAL SHADOWLESS 200RP 3800MM SS304	4
NSI30-2589	PUMP EBARA CDU200/3NB PUMP ONLY	3
NSI30-6271	GEAR MOTOR 3.0HP 144RPM 230/46	1
NSI30-0296	VALVE BF 2" TC C/W HDL SS304 LZ04-035 + LZ04-004	76
NSI30-6221	PUMP AMPCO C216-145TC X 5.250 IMPELLER	1
NSI30-0997	MOTOR CONTROLLER, KBAC-29 #9528H, 1/3Ø 230V	2
NSI40-0294	VALVE BF 2 TC C/W AIR ACTUATOR 7C4.L VERTICAL	22
NSI30-1620	MOTOR 7.5HP 575V 3PH 3600RPM 60HZ TEFC 213TC WITH	1
NSI60-3754	TUBE GLASS (BOROSILICATE) 325MM OD X 9MM THK. X	2
NSI30-1296	MOTOR 7.5HP 230/460V 3PH 1800R	1
NSI60-9201	1" SS FLEX PIPE C/W SS FNPT X	11
NSI30-1295	MOTOR 7.5HP 230/460V 3600RPM 213TC TEFC	1
NSI30-0050	VALVE BF 1-1/2 SMS 100 NO HDL SS304	14
NSI30-2120	PUMP AMPCO C216-182TC X 4.500 IMPELLER	1
NSI30-1801	MOTOR CONTROLLER, VFD, ABB ACS250, 575V 3PH	2
NSI30-6173	MOTOR 3/4HP 208-230/460V 1800RPM 56C TEFC	2

StockCode	Description	Qty on Hand
NSI30-1419	MOTOR CONTROLLER, VFD, ABB ACS250, 460V 3PH	1
NSI30-0297	VALVE BF 1" TC C/W HDL LZ04-035 + LZ04-004	100
NSI30-0343	PUMP AMPCO C216-145TC X 4.500 IMPELLER	1
NSI30-1290	PUMP AMPCO C216-184TC X 5.250 IMPELLER	1
NSI30-6228	MOTOR 3HP 208-230/460V 3450 RPM 56J TEFC	2
NSI30-1485	MOTOR 5HP 575V 3PH 3600RPM 184TC TEFC STAINLESS	1
NSI30-6209	MANWAY OVAL SHADOWLESS 200RP 1400MM SS304 55.12"	4
NSI30-2522	GEAR MOTOR 1.0HP 24RPM SAF57 DRE80M4; 230/460V 3	1
NSI30-1246	VALVE BALL 1-1/2" NPT BRASS WITH 120 VAC ELECTRIC	4
NSI30-1572	PRESSURE TRANSMITTER SANITARY, TYPE S-11, RANGE	3
NSI75-1109	Encl, RIT, 36x30x12, Nema 4X, WM363012N4	1
NSI30-6346	MOTOR 5HP 230/460V 3PH 1800RPM 60Hz TEFC 184TC	1
NSI30-2654	ZIMMERLIN PRESSURELESS DOME COVER DN450 316L	1
NSI30-4013	VALVE BF 1-1/2" TC 316L EPDM SEAL LOCKING HANDLE	11
NSI30-1660	MOTOR 2HP 575V 3PH 3600RPM 145TC TEFC STAINLESS	1
NSI30-0649	MOTOR 5HP 230/460V 3PH 3600RPM 60HZ TEFC 184TC	1
NSI30-2587	PUMP EBARA CDU70/3NB PUMP ONLY	1
NSI30-1867	MOTOR 3HP 575V 3450RPM 56J TEFC	1
NSI30-0698	VALVE BF 2" WELD ON (2" Weld20BFV)	29
NSI30-0420	MANWAY OVAL GSP 184-4 NR 440 X 320 X 60MM SS304	1
NSI30-1796	MOTOR CONTROLLER, VFD, ABB ACS250, 575V 3PH	1
NSI30-0486	MANWAY ROUND T/450-4 NR 454 X 100MM SS304	2
NSI30-1866	MOTOR 1-1/2HP 575V 3450RPM 56J TEFC	1
NSI30-0426	MANWAY OVAL GSP 200-4 NEO 395 X 492 X 100MM SS304	3
NSI40-0022	MASH MIXING OAR / PADDLE SS304	14
NSI30-0697	VALVE BF 1-1/2 WELD ON (1.5" Weld15BFV)	18
NSI30-2113	MOTOR 2HP 220/380V/3PH/50Hz, 2900RPM, 145TC TEFC	1
NSI105-6012	Encl, RIT, 24x24x08, Nema 4X, Sloped, WMS242408N4	1
NSI30-6191	MANWAY OVAL SHADOWLESS 200RP 1300MM SS304 51.18"	1
NSI30-6225	MOTOR 1-1/2HP 208-230/460V 3PH 1800RPM 145TC TEFC	1
NSI30-6545	MANWAY ROUND 12" OD SS304, 4 SPRING LOADED SWING	2
NSI30-3150	MOTOR BALDOR CM3542 TEFC 3/4 HP 208-230/460V 3PH	1
NSI30-2162	VALVE BF 1" TC VALVE AND HANDLE EPDM GASKET 316L	23
NSI30-2260	VALVE BUTTERFLY 3" TC STANDARD HANDLE	2
NSI30-1903	VALVE BF 2" TC C/W 3-POSITION HANDLE -BLACK	9
NSI30-0317	VALVE BALL 1-1/2 TC 3PC FULL PORT SS304	4
NSI30-0056	VALVE BF 1 TC K100 NO HDL SS304 *(GSP#F7300525)	12
NSI30-1904	VALVE BF 3" TC C/W 3-POSITION HANDLE -BLACK	6
NSI30-0272	PUMP EBARA CDU70/3NB WITH HIGH TEMP SEAL	1
NSI30-1481	MOTOR 3/4HP 575V 3PH 1800RPM 56C TENV WASHDOWN	1
NSI30-1245	VALVE BALL 1" NPT BRASS WITH 24 VAC/DC ELECTRIC A	1
NSI60-8243	HANDLE VALVE - 12 POSITION BLACK	75
NSI30-0493	VALVE BF 1-1/2 SMS C/W HDL SS304	23
NSI30-0057	VALVE BF 1-1/2 TC K100 NO HDL SS304	2
NSI30-2152	STRAINER Y-TYPE 1/2" NPT(F) C	1
NSI30-0394	VALVE SOLENOID BRASS 3/4 NPT 120VAC 60HZ BURKERT	7
NSI30-0499	VALVE BF 2 SMS C/W HDL SS304	10
NSI30-2153	STRAINER Y-TYPE 1/2" NPT(F) CAST IRON W/ 20 MESH	8
NSI30-2172	VALVE BF 1-1/2" TC PNEUMATIC ACTUATOR, AIR	6

StockCode	Description	Qty on Hand
NSI30-0058	VALVE BF 2 TC K100 NO HDL SS304 (GSP# F7300535)	16
NSI60-0772	TUBE GLASS 7/8 OD - 72" LENGTH MAX.	67
NSI30-0335	VALVE CHECK 3 TC K64 SS316	2
NSI60-1450	CLAMP TC 2 SS304 DOUBLE HINGE 13MHM-2-S ALFA	14
NSI60-1592	FERRULE TC 2 SHORT 304SS WITH CRN (AC14XD420)	125
NSI40-5888	ADAPTER QUICK CONNECT FOR BEER NUT	51
NSI30-0053	VALVE BF 3 SMS 100 NO HDL SS304	5
NSI60-6392	FERRULE 14AM7 TC 304 4" LONG *ASME MUST INCLUDE	12
NSI60-1623	ELBOW TUBE 3 X 90 DEG 304SS WITH CRN (A2SX4730)	22
NSI60-1667	GASKET FLANGE W38 TUBE 3 - BUNA	31
NSI60-1593	FERRULE TC 3 SHORT 304SS WITH CRN (AC14XD430)	53
NSI30-0052	VALVE BF 2-1/2 SMS TO 2 TC 100 NO HDL SS304	4
NSI60-1510	FERRULE 14AM7 TC SA-479 304 6" LONG *ASME MUST	24
NSI60-0532	FLANGE PIPE 2-1/2" 150# BLIND SA-182 304L	8
NSI60-0535	FLANGE PIPE 3" 150# RFSO SA-182 304L (ASME)	15
NSI60-1653	CROSS TUBE 2 304SS WITH CRN (A9W4720)	5
NSI30-2121	VALVE GLOBE 1/2" 304SS	5
NSI30-0034	HANDLE BFV 7M6 MICRO ADJUSTABLE (GSP# F7300010)	3
NSI60-3287	ELBOW PIPE 1-1/4 SCH40 90DEG SS316 LR (**MUST	12
NSI30-0049	VALVE BF 1 SMS 100 NO HDL SS304	4
NSI60-1624	ELBOW TUBE 3 X 45 DEG 304SS WITH CRN (A2KSX4730)	15
NSI60-1648	ELBOW TUBE 2-1/2 X 90 DEG 304SS WITH CRN	16
NSI60-5102	FLANGE TUBE 3" W38 150# WELD NECK SS304	4
NSI60-1639	REDUCER TUBE CONCENTRIC 3 X 2 304SS WITH CRN	15
NSI60-1703	ADAPTER 1-1/4 NPTF TO 1-1/2 TC WITH CRN	4
NSI60-1645	REDUCER TUBE CONCENTRIC 3 X 1-1/2 304SS WITH CRN	4
NSI30-0013	VALVE BALL 1-1/2 NPT 1PC SS304	8
NSI60-5156	VALVE STEAM BURKERT #US08902	1
NSI30-0011	VALVE BALL 1-1/2 WELD 3PC SS304	2
NSI60-1598	FERRULE TC 2-1/2 SHORT 304SS WITH CRN (AC14XD425)	26
NSI30-0006	VALVE BALL 3/8 NPT 1PC SS304	60
NSI60-1629	TEE TUBE 3 304SS WITH CRN (A7W4730)	6
NSI60-1182	GASKET BFV 2 RED TC20BVF-SILICONE	100
NSI60-1635	TEE TUBE REDUCING 3 X 1-1/2 304SS WITH CRN	6
NSI30-0325	VALVE BALL 1-1/2 NPTF 2PC FULL PORT SS304	4
NSI60-3317	ELBOW PIPE 1 SCH40S 90DEG SHORT RADIUS BUTT WELD	38
NSI30-0009	VALVE BALL 1 NPT 1PC SS304	9
NSI60-1066	FERRULE 14WMP TC 1-1/2 SHORT 304SS ASME INCLUDE	97
NSI60-1181	GASKET BFV 1 RED TC10BVF-SILICONE	100
NSI60-1627	TEE TUBE 2 304SS WITH CRN (A7W4720)	6
NSI60-5101	FLANGE TUBE 2" W38 150# WELD NECK SS304	3
NSI60-1637	REDUCER TUBE ECCENTRIC 3 X 2 304SS WITH CRN	4
NSI60-1628	TEE TUBE 2-1/2 304SS WITH CRN (A7W4725)	6
NSI60-0613	TEE PIPE 3 SCH40 SA-182 F304	4
NSI60-1622	ELBOW TUBE 2 X 45 DEG 304SS WITH CRN (A2KSX4720)	14
NSI60-1626	TEE TUBE 1-1/2 304SS WITH CRN (A7W4715)	11

StockCode	Description	Qty on Hand
NSI30-0010	VALVE BALL 1" OD WELD 3PC SS316	1
NSI30-0004	VALVE BALL 1-1/4 NPT 1PC SS304	2
NSI60-1634	TEE TUBE 3 LOW PROFILE 304SS WITH CRN (A7WSB4730)	2
NSI60-6314	FERRULE 14AM7 TC 1-1/2 LONG 304SS ASME INCLUDE	4
NSI60-1663	CLAMP 13MHH TC 1/2 SS316 WITH CRN	12
NSI60-6346	FERRULE TC 3 LONG 316L (14AM7)	3
NSI60-7856	TEE TUBE 7WW 2 POL SA-249/A269 304 ASME (MUST	9
NSI60-5679	ELBOW PIPE 1 SCH40	19
NSI60-7863	ELBOW TUBE 3.0 X 90 POL 2WCL90 SA-249/A269 304	11
NSI60-7866	ELBOW TUBE 3.0 X 45 POL 2KWU45 SA-249/A269 304	16
NSI60-7858	TEE TUBE 7WW-C COMP 2 POL LOW PROFILE SA-249/A269	15
NSI60-3292	REDUCER PIPE 1-1/4 TO 1" ECCENTRIC SCH40 SS316	4
NSI60-1631	TEE TUBE 1-1/2 LOW PROFILE 304SS WITH CRN	6
NSI30-0007	VALVE BALL 1/2 NPT 1PC SS304	32
NSI60-9096	TEE TUBE 7WW 1-1/2 POL SA-249/A269 304 ASME (MUST	10
NSI60-3075	ELBOW PIPE 4 SCH40 90DEG L.R. 316SS	1
NSI60-1142	FERRULE TC14H (6") 6.250" OD X 5.782" ID	3
NSI60-6393	ELBOW TUBE 1.5 X 90 POL 2WCL90 SA-249/A269 304	12
NSI60-0620	TEE PIPE 1-1/4 SCH10 SS304	2
NSI60-7859	TEE TUBE 7WW-C COMP 3 POL LOW PROFILE SA-249/A269	5
NSI60-1640	REDUCER TUBE CONCENTRIC 2 X 1-1/2 304SS WITH CRN	8
NSI60-1665	GASKET FLANGE W38 TUBE 1 BUNA	6
NSI30-0008	VALVE BALL 3/4 NPT 1PC SS304	16
NSI30-0906	VALVE BALL 1-1/4" NPT 2PC FULL PORT, 316SS	1
NSI30-0324	VALVE BALL 1 NPT 2PC FULL PORT SS304	1
NSI60-1638	REDUCER TUBE ECCENTRIC 2 X 1 1/2 304SS WITH CRN	1
NSI60-9095	TEE TUBE 7WW-C COMP 1-1/2 POL LOW PROFILE	10
NSI60-5909	REDUCER PIPE 2 X 1-1/2 SCH40 SS316	5
NSI30-6504	VALVE BALL 1/4 NPT 1PC SS304 *MUST HAVE CRN*	1
NSI60-0558	CAP 16WU WELD 3 SS304	3
NSI60-5971	ELBOW PIPE 3 SCH40 90DEG L.R. 316SS	1
NSI60-5678	ELBOW PIPE 1/2 SCH40 90DEG 316SS	6
NSI60-5897	ELBOW PIPE 1 SCH10 45DEG SS316	6
NSI60-5163	TEE PIPE 1-1/2 SCH40 SS304	1
NSI60-3319	ELBOW PIPE 1/2 SCH80 BW 90DEG LR **MUST HAVE CRN**	2
NSI60-0369	ELBOW PIPE 1-1/2 SCH10 45DEG SS	3
NSI60-5915	TEE PIPE 1" SCH40 SS316 3000# A182-F316/L- Unifie	1
NSI60-7873	TEE TUBE REDUCING 3" TO 1-1/2" POLISHED ASME	3
NSI60-0370	ELBOW PIPE 2-1/2 SCH10 90DEG SS304	1
NSI60-3297	ELBOW PIPE 1/2" SCH80 BW 90DEG LR SS304	4
NSI60-5540	REDUCER PIPE 1-1/2 X 1 SCH.10 SS304	1
NSI60-3323	TEE PIPE REDUCING 1"X 3/4" SCH40 WELD ON SS304	2
NSI60-3299	TEE PIPE REDUCING 1 1/2"X 1" SCH40 WELD ON SS316	1
NSI60-5858	TEE PIPE 3/4" BW SCH 40 316SS	2
NSI60-5164	ELBOW PIPE 1-1/2 SCH10 SS304	1
NSI60-0773	SCREW SET 5/16-18 UNC X 3/8 AISI 316 CUP POINT	101
NSI60-1134	FERRULE TC14H (4") 4.256" OD X 3.834" ID	2
NSI60-3261	ELBOW PIPE 1 1/2 SCH40 90DEG SR BW	1
NSI60-7852	REDUCER TUBE CONCENTRIC 3 X 2 POL 31WW	302

StockCode	Description	Qty on Hand
NSI60-7005	ADAPTER 2 NPTF TO 1-1/2TC	25
NSI60-1228	ADAPTER BARB HOSE 1 1/2 - 1 1/2 TC X 3.5 INCHES	100
NSI60-7006	ADAPTER 1-1/2" TC TO 3/4" NPTF	25
NSI60-0689	CAP PVC 1 NPT-THREADED	2,500
NSI60-0872	COUPLING HALF 3000 # NPT 1-1/2 SA-182 F316L	29
NSI60-1155	PIPE STOOL 1" SCH 40s TP304Lss - D01708 - 7/8"	74
NSI60-0688	CAP PVC 3/4 NPT-THREADED	3,200
NSI60-0287	COUPLING NPT 150# 1-1/4 SS316 F3210675	60
NSI60-0691	CAP PVC 1-1/2 NPT-THREADED	720
NSI60-1156	PIPE STOOL 3/4" SCH 40s TP304Lss - D00046 REV:3	37
NSI60-1715	COUPLING SOCKET WELD 1-1/4" PIPE #150 SA-182 F304	40
NSI60-0362	ELBOW 150# 90* NPT 1-1/4 SS316 F3210424	13
NSI60-5160	NIPPLE NPT 1/2 SCH40 X 2 LG SA-312 TP316	58
NSI60-0300	COUPLING HALF 150 # NPT 3 SS316 F3210790	9
NSI60-0446	NIPPLE NPT 3/8 SCH40 X 4 LG SA-312 TP316	29
NSI60-0466	NIPPLE NPT 1-1/4 SCH40 X 6 LG SA-312 TP316	7
NSI60-0292	COUPLING HALF 150 # NPT 1/4 SS316 F3210772	64
NSI60-3331	NIPPLE NPT 1/2 SCH80 X 2 LG SA-312 TP316	40
NSI60-1716	COUPLING SOCKET WELD 3/4" PIPE #150 SA-182 F304	37
NSI60-0461	NIPPLE NPT 1 SCH40 X 5 SA-312 TP316 (F3210242)	12
NSI60-0295	COUPLING HALF 150 # NPT 1/2 SS316 F3210776	43
NSI60-0288	COUPLING NPT 150# 1-1/2 SS316 F3210679	7
NSI60-3286	ELBOW STREET NPT 3/8 150# 90DEG SS316 **MUST HAVE	7
NSI60-0456	NIPPLE HALF NPT 3/4 SCH40 X 2 LG SA-312 TP316	16
NSI60-0455	NIPPLE NPT 3/4 SCH40 X 4 LG SA-312 TP304	13
NSI60-0361	ELBOW STREET NPT 1 150# 90 DEG SS316 (F3210520)	8
NSI60-0367	UNION PIPE 1-1/4 SOCKET WELD 150# SS304	4
NSI60-0354	ELBOW 150# 90* NPT 1/4 SS316 (F3210404)	29
NSI60-0363	ELBOW 150# 90* NPT 1-1/2 SS316 F3210428	5
NSI60-0294	COUPLING HALF 150 # NPT 3/8 SS316 (Gr#	34
NSI60-0489	PLUG 150# NPT 1-1/2 SQUARE HEAD SS316 F3210929	9
NSI60-1154	PIPE STOOL 1 1/4" SCH 40s TP304Lss - D12515	4
NSI60-0967	NIPPLE HALF NPT 3/8 SCH40 X 2 LG SA-312 TP316	13
NSI60-0298	COUPLING HALF 150 # NPT 1-1/2 SS316 F3210784	7
NSI60-1747	COUPLING SOCKET WELD 1" PIPE 150LB SA-182 F304	8
NSI60-0296	COUPLING HALF 150 # NPT 3/4 SS316 F3210778	14
NSI60-0284	COUPLING NPT 3000# 1/2 SS304	5
NSI60-2021	COUPLING HALF 150 # NPT 1-1/4 SS316 F3210782	5
NSI60-2220	UNION PIPE 1" SOCKET WELD #150 SS316	2
NSI60-0286	COUPLING NPT 150# 1 SS316 F3210671	2
NSI60-0480	NIPPLE NPT 3 SCH40 X CLOSE SA-312 TP316 (F3210374)	1
NSI60-0606	TEE 150# NPT 3/8 SS316 F3210559	9
NSI60-0463	NIPPLE NPT 1-1/4 SCH40 X CLOSE SA-312 TP316	5
NSI60-0285	COUPLING NPT 150# 3/4 SS316 F3210667	5
NSI60-0356	ELBOW 150# 90* NPT 1/2 SS316 F3210412	6
NSI60-0488	PLUG 150# NPT 1 SQUARE HEAD SS316 F3210921	4
NSI60-0487	PLUG 150# NPT 3/4 SQUARE HEAD F3210917; SA-182 F31	10

StockCode	Description	Qty on Hand
NSI60-5572	NIPPLE NPT 1/2 SCH40 X 2-1/2 LG SA-312 TP316	5
NSI60-0274	CAP 150# NPT 1-1/2 ROUND SS316 F3210828	2
NSI60-0649	UNION 150# NPT 1 SS316 F3211071	1
NSI60-0297	COUPLING HALF 150 # NPT 1 SS316 F3210780	2
NSI60-0355	ELBOW 150# 90* NPT 3/8 SS316 F3210408	3
NSI60-1304	CAP PVC 2-1/2" NPT	1
NSI60-7004	ADAPTER 2-1/2 NPTF TO 1-1/2TC	50
NSI60-0116	NUT HEX NYLOCK 7/8-9 UNC SS LOW PROFILE	45
NSI60-0115	NUT HEX NYLOCK 7/8-9 UNC SS	54
NSI60-1473	BOLT HEX 1-1/4-7 UNC X 3" LG AISI 316	19
NSI60-6904	SCREW FLAT HEAD SOCKET 5/8-18 UNF X 1-5/8" LG SS	32
NSI60-0117	NUT HEX NYLOCK 1-8 UNC SS	32
NSI60-6933	BOLT HEX 7/8-9 UNC X 6 LG. AISI 316	14
NSI60-5221	NUT 7/8 LEFT HAND UNC SST	12
NSI60-0070	BOLT HEX 3/4-10 UNC X 2-1/2 LG. AISI 316	75
NSI60-1019	SCREW CAP SOCKET 3/4-10 UNC X 3" LG SS	21
NSI60-0206	NUT 13H BS 3 HEX SS304	6
NSI60-1067	BOLT HEX 3/4-16 UNF X 1-1/4 LG SS	44
NSI60-3840	1/2"-13 x 3" ASTM F879 Hex Drive Grade 18-8 SS	43
NSI60-0067	BOLT HEX 3/4-10 UNC X 1 LG. AISI 316	39
NSI60-0118	NUT HEX NYLOCK 1-8 UNC SS LOW PROFILE	6
NSI60-0043	BOLT HEX 7/16-14 UNC X 4 LG. AISI 304	72
NSI60-0095	NUT HEX 1 1/2-6 UNC SS	10
NSI60-1337	NUT HEX NYLOCK 3/8 -16 UNC SS LOW PROFILE	285
NSI60-0162	NUT HEX 1-1/2-6 UNC MS PLAIN FINISH	56
NSI60-7546	SCREW CAP FH SOCKET 5/8-11 UNC X 2 LG 18-8 SS	7
NSI60-1484	BOLT HEX 3/4-10 UNC X 1-1/4 LG AISI 316	49
NSI60-1407	BOLT HEX 7/8-9 UNC X 4-1/2 LG. AISI 316	14
NSI60-7537	BOLT HEX 5/16-18 UNC X 4-1/2 LG AISI 316	69
NSI60-0106	NUT HEX NYLOCK 7/16-14 UNC SS	200
NSI60-7548	BOLT HEX 7/8-9 UNC X 3/4 LG AISI 316	11
NSI60-0062	BOLT HEX 5/8 UNC X 3-3/4 LG. AISI 316	39
NSI60-6248	SCREW CAP SOCKET 3/8-16 UNC X 2-1/2" LG SS	43
NSI60-0011	SCREW CAP SOCKET 3/4-10 UNC X 2" LG SS	6
NSI60-0072	BOLT HEX 3/4-10 UNC X 3-3/4 LG. AISI 316	20
NSI60-1378	SCREW CAP FLAT HEAD SOCKET 3/8-16 UNC X 2-1/2"	61
NSI60-0039	BOLT HEX 7/16-14 UNC X 1-1/2 LG. AISI 316	102
NSI60-0059	SCREW CAP SOCKET 5/8-11 UNC X 2-1/2" LG SS	12
NSI60-0063	BOLT HEX 5/8-11 UNC X 4-1/2 LG. AISI 316	19
NSI60-0082	NUT ACORN 1/4-20UNC SS	297
NSI60-1377	SCREW CAP FH SOCKET 1/4-20 UNC X 2-1/2" LG SS	90
NSI60-1303	BOLT HEX 1/2-13 UNC X 3-1/2 LG. AISI 316 SS	45
NSI60-0038	BOLT HEX 3/8 UNC X 5 LG. AISI 316	39
NSI60-0021	BOLT HEX 5/16-18 UNC X 2 LG. AISI 316	174
NSI60-0111	NUT HEX NYLOCK 1/2-13 UNC SS LOW PROFILE	57
NSI60-0077	BOLT HEX 1-8 UNC X 2 LG. AISI 316	9

StockCode	Description	Qty on Hand
NSI60-0078	BOLT HEX 1-8 UNC X 2-1/2 LG. AISI 316	8
NSI60-1099	ELBOW STREET NPT 1/8 150# 90 DEG SS316	22
NSI60-7825	SCREW CAP FLAT HEAD SOCKET 3/8-16 UNC X 3 SS	36
NSI60-0025	BOLT HEX 5/16-18 UNC X 3 LG. AISI 316	101
NSI60-0083	NUT ACORN 5/16-18UNC SS	188
NSI60-0031	BOLT HEX 3/8-16 UNC X 1-3/4 LG AISI 316	91
NSI60-6641	BOLT HEX 5/16-18 UNC X 3-1/2 LG AISI 316	75
NSI60-0020	BOLT HEX 5/16-18 UNC X 1-3/4 LG. AISI 316	180
NSI60-8247	STUD M12 X 1.75 X 70 DIN976	5
NSI60-0045	BOLT HEX 1/2-13 UNC X 3/4 LG. AISI 316	103
NSI60-0041	BOLT HEX 7/16-14 UNC X 2-1/2 LG. AISI 316	49
NSI60-0042	BOLT HEX 7/16-14 UNC X 3 LG. AISI 316	39
NSI60-0353	ELBOW NPT 1/8 90DEG 150# SS316 (F3210400)	21
NSI60-0024	BOLT HEX 5/16-18 UNC X 1/2 LG. AISI 316	239
NSI60-0089	NUT HEX 7/16-14 UNC SS	170
NSI60-0149	WASHER FLAT 5/16 FENDER AISI316	161
NSI60-0161	NUT HEX 1-8 UNC MS GRADE 2 PLAIN FINISH	77
NSI60-6655	BOLT HEX 5/16-18 UNC X 2-1/2 LG AISI 316	93
NSI60-0009	SCREW CAP SOCKET 3/4-10 UNC X 3-1/2" LG SS	11
NSI60-0006	BOLT HEX 1/4-20 UNC X 1-3/4 LG. AISI 316	199
NSI60-5571	SCREW CAP SOCKET 3/8-16 UNC X 3/4" LG SS	38
NSI60-0008	SCREW CAP SOCKET 3/4-10 UNC X 2-1/2" LG SS	13
NSI60-5273	BOLT HEX 5/16-18 UNC X 4" AISI 316	51
NSI60-0019	BOLT HEX 5/16-18 UNC X 1-1/2 LG. AISI 316	118
NSI60-5795	SCREW CAP SOCKET 3/8-16 UNC X 1"LG SS	33
NSI60-0053	BOLT HEX 1/2-13 UNC X 4 LG. AISI 316	22
NSI60-6388	SCREW CAP FH SOCKET 1/2-13 UNC X 2" LG SS	25
NSI60-5129	SCREW CAP SOCKET 5/8-11 UNC X 3" LG SS	4
NSI60-5180	SCREW CAP FLAT HEAD SOCKET 5/16-18 UNC X 1-1/2 LG	83
NSI60-0040	BOLT HEX 7/16-14 UNC X 2 LG. AISI 316	38
NSI60-0133	WASHER FLAT 7/16 USS AISI316	222
NSI60-0167	SCREW CAP FLAT HEAD SOCKET 1/4-20 UNC X 1" LG SS	84
NSI60-0434	NIPPLE NPT 1/8 SCH40 X 1-1/2 LG SA-312 TP316	18
NSI60-0148	WASHER FLAT 1/4 FENDER AISI316	204
NSI60-0044	BOLT HEX 7/16-14 UNC X 1 LG. AISI 316	50
NSI60-0165	SCREW CAP FLAT HEAD SOCKET 5/16-18 UNC X 1-1/4"	77
NSI60-0048	BOLT HEX 1/2-13 UNC X 1-3/4 LG. AISI 316	33
NSI60-0142	WASHER LOCK 7/16 AISI316	244
NSI60-0138	WASHER FLAT 1-1/2 USS AISI316	14
NSI60-7336	SCREW CAP FLAT HEAD SOCKET 3/8-16 UNC X 2 SS	28
NSI60-0166	SCREW CAP FLAT HEAD SOCKET 5/16-18 UNC X 2" LG SS	34
NSI60-5125	NUT HEX 7/16-14UNF SS	96
NSI60-0014	BOLT HEX 5/16-18 UNC X 3/4 LG. AISI 316	108
NSI60-0163	SCREW CAP SOCKET 1/4-20 UNC X 1/2" LG SS	52
NSI60-8246	WASHER LOCK M12 304SS DIN127B	38
NSI60-0032	BOLT HEX 3/8-16 UNC X 2 LG. AISI 316	28
NSI60-8244	NUT HEX M12 X 1.75 304SS	13
NSI60-0169	SCREW CAP SOCKET HEAD 3/8-16 UNC X 1-1/2" LG SS	25
NSI60-0085	NUT ACORN 1/2-13 UNC SS	19

StockCode	Description	Qty on Hand
NSI60-0055	BOLT HEX 5/8-11 UNC X 1 LG. AISI 316	53
NSI60-0018	BOLT HEX 5/16-18 UNC X 1-1/4 LG. AISI 316	35
NSI60-0150	WASHER FLAT 3/8 FENDER AISI316	7
NSI60-3730	SCREW CAP SOCKET 1/4-20 UNC X 1-3/4" LG SS	20
NSI60-6991	SCREW CAP FLAT HEAD SOCKET 3/8-16 UNC X 3 1/4 LG	5
NSI60-1469	SCREW CAP SOCKET 1/4-20 UNC X 3/4" LG SS	65
NSI60-6234	SCREW CAP SOCKET 5/16-18 UNC X 3/4" LG SS	65
NSI60-6610	NUT 1-1/2 NC PLATED	2
NSI60-0674	SCREW CAP FH SOCKET 3/8-16 UNC X 1-1/2" LG SS	12
NSI60-6613	SCREW CAP FLAT HEAD SOCKET 3/8-16 UNC X 3/4 SS	7
NSI60-5149	NUT 7/8 SS LEFT HAND UNF	53
NSI40-0077	TRANSITION MALT MILL POLO TO 4" TC	7
NSI60-0250	SAMPLE TAP 1-1/2 TC K33	19
NSI25-1276	TRANSITION - 4"TC TO FLEX MODEL 350 UNLOADER (13
NSI30-0064	DIFFUSER SIGHT GLASS 2 TC 0.5MIC	5
NSI60-7938	GAUGE PRESSURE SANI-FLOW 0 - 60 PSI 1-1/2 TC	4
NSI60-6994	GAUGE PRESSURE 0-200PSI 1/4FNPT 4" FACE SS BODY	3
NSI30-0936	DIFFUSER SIGHT GLASS 2 SMS THREAD TO NUT 0.5MIC	2
NSI30-0378	SIGHT GLASS 2 TC K45 SS304	20
NSI60-2067	FERRULE 14AM7 TC 8 LONG	16
NSI60-1487	GAUGE PRESSURE 1-1/2 TC SANITARY DIAPHRAGM,	4
NSI30-0390	SIGHT GLASS 1-1/2 SMS45 NT SS304	1
NSI60-8086	FERRULE TC 10" 14WMP 304	5
NSI30-2402	SIGHT GLASS 2" WELD PROTECTION COVER SS304	2
NSI60-7420	COVER GLASS PROTECTION	5
NSI60-7417	COVER GLASS PROTECTION	5
NSI60-7419	SIGHT GLASS REPLACEMENT 2"	5
NSI60-7416	SIGHT GLASS REPLACEMENT 1-1/2"	5
NSI26-1219	LAUTER POT VERTICAL GLASS 110MM X 7 MM THK X 18"	5
NSI30-2517	SPRAY ROTATING 1.5" CLIP ON SANIMIDGET SB 360*	27
NSI60-0259	SPRAYBALL 17AF TOTAL 65MM X 1-1/2 SS316	182
NSI30-0046	VALVE VAC PRES 2 K64.VP 0-32 PSI ADJ SS304 (PVI)	12
NSI60-5318	SPRAY LECHLER GYRO 577.289.17.BN 1" NPTF 316SS	2
NSI60-0780	HANGER TUBE 2 " C/W PVC INSERT AISI 304	616
NSI30-8191	AIR CYLINDER 50MM PISTON 200MM STROKE	4
NSI60-0260	SPRAYBALL 17AF TOTAL 90MM X 1-1/2 SS316	74
NSI30-2526	SPRAY ROTATING 2.0" CLIP ON SANIMEGA SB 360	1
NSI60-2141	SPRAYBALL 17AF TOTAL 50MM X 1 SS316 (F0005131)	94
NSI60-0258	SPRAYBALL 17AF TOTAL 65MM X 1 SS316	64
NSI30-0344	AIR CYLINDER 2" BORE X 8" STROKE SS; AURORA	3
NSI30-0044	SPRAY LECHLER 1-1/2 TC 567.209.17.15	2
NSI30-2615	SPRAY ROTATING 2.0" CLIP ON SANIMEGA 270OU	1
NSI30-0047	VALVE VAC PRES 2-1/2 K64.VP 0-32 PSI ADJ SS304	2
NSI60-2103	REDUCER TUBE ECCENTRIC 1-1/2 X 3/4 POL 32WW SS304	157
NSI30-0045	VALVE VAC PRES 1-1/2 K64.VP 0-32 PSI ADJ SS304	2

StockCode	Description	Qty on Hand
NSI60-2134	SPRAYBALL 17CF BOTTOMHALF 50MM X 1 SS316	4
NSI60-2096	REDUCER TUBE CONCENTRIC 1-1/2 X 3/4 POL 31WW SS304	78
NSI60-0263	SPRAYBALL 17BF T0P HALF 90MM X 1-1/2 SS316	2
NSI60-0631	TEE TUBE 7WW-C COMP 2 POL LOW PROFILE	37
NSI60-0634	TEE TUBE 7WW-C COMP 2-1/2 POL LOW PROFILE	17
NSI60-6292	REDUCER TUBE CONCENTRIC 1/2 X 3/4 POL SS304	39
NSI60-5900	REDUCER TUBE CONCENTRIC 1 X 3/4 POL SS304	22
NSI60-1386	LOCKING BOLT FOR 210 MANWAY	1
NSI60-0497	REDUCER TUBE 2 X 1-1/2 UNPOL 31WU SS304	5
NSI60-6035	FOOT ADJUSTABLE 1" UNC X 6" LG X 7" DIA PAD	87
NSI60-5278	FERRULE 112.D 2-1/2 DIN65 PLAIN SS304	134
NSI60-6801	NUT DIN 100 121.D 4 RND SS304	121
NSI60-7003	ADAPTER 1-1/2 NPTF TO 1-1/2 TC	195
NSI40-0083	ADAPTER 3/4 NPTM X 1 TC	186
NSI60-1070	GASKET BFV 2 BLK TC20BVF-EPDM	517
NSI40-0079	ADAPTER 1 NPTM X 1 TC	146
NSI60-1069	GASKET BFV 1-1/2 BLK TC15BVF-EPDM	469
NSI60-1196	HYDROMETER 1.00-1.060 20C/4C	25
NSI60-7007	ADAPTER 2 NPTF TO 2 TC	55
NSI60-1425	NUT- CAP 114.S SMS 3" SS304 (FOR CAPPING THREAD	30
NSI60-0304	FERRULE 102.S SMS 1 THREADED SS304	140
NSI60-1201	ADAPTER BARB HOSE 2" - 2" TC X 3.5 INCHES LONG	67
NSI60-0496	FERRULE 102.S SMS 1-1/2 THREADED	159
NSI40-5393	ADAPTER 2" SMS THREAD X 1-1/2 TC	61
NSI60-0309	CAP 114.S SMS 1 SS304	64
NSI50-4178	VIEWPORT 6 TC X 1/2 LEXAN	12
NSI60-0312	FERRULE 112.S SMS 2 PLAIN (GSP# F7100008)	160
NSI60-0409	BARB HOSE 1-1/2 X 3 #25 SS304	47
NSI60-1198	HYDROMETER BRIX SCALE 10-20 20C	21
NSI60-1197	HYDROMETER BRIX SCALE 0-10 20C	21
NSI60-6800	FERRULE 102.D DIN 100 THREADED SS304	16
NSI60-0311	FERRULE 112.S SMS 1-1/2 PLAIN	137
NSI40-0080	ADAPTER 1-1/4NPTM X 1-1/2TC	63
NSI60-7365	ADAPTER 3" TC TO 3" NPT-F	17
NSI60-0314	FERRULE 112.S SMS 3 PLAIN	82
NSI60-2255	FERRULE 102.D DIN 40 THREADED SS304	19
NSI60-1195	HYDROMETER 1.050-1.100 20C/4C	13
NSI60-5148	BARB HOSE 1/4 X 2 SS304	32
NSI40-1127	ADAPTER DIN 40 (1-1/2") THREAD TO 1 1/2 TC	21
NSI60-0318	NUT 121.S SMS 2-1/2 ROUND SS304	7
NSI60-7366	ADAPTER 3" TC TO 3" NPT-M	10
NSI60-5276	FERRULE 112.D DIN 40 PLAIN SS304	25
NSI60-0307	FERRULE 102.S SMS 2-1/2 THREADED	9
NSI40-0357	ADAPTER DIN25 THREADED X 1" TC FERRULE	22
NSI60-0410	BARB HOSE 2 X 3 #25 SS304 (F0221020)	10
NSI60-0305	FERRULE REDUCER 102.S SMS 1 TO 1 1/2 THREADED	13
NSI60-5342	BARB HOSE 3/16 X 2 SS304	23

StockCode	Description	Qty on Hand
NSI60-0411	BARB HOSE 3" OD X 4" LG #25 SS304	5
NSI60-1512	SWAGE FITTING FEMALE SWIVEL JIC 3/8 HOSE X -6 JIC	10
NSI60-5965	BARB HOSE 4"OD X 5 LG #25 SS304	2
NSI60-0552	SPIGOT CAP 16AMP-SC BEER THREAD TO 1-1/2 TC	9
NSI60-5277	FERRULE 112.D DIN 50 PLAIN SS304 (F7200210)	16
NSI60-6198	FERRULE 102.D 3"OD DIN 80 THREADED SS304	5
NSI60-1071	GASKET BFV 3 BLK TC30BVF- EPDM	49
NSI60-2315	NUT DIN10 RND SS304	38
NSI60-0202	CAP 16A BS 3 SS304	6
NSI60-2256	FERRULE 102.D DIN 50-2" THREADED SS304 (F7200145)	8
NSI60-6803	GASKET 131.D DIN 100 EPDM	56
NSI60-1509	SS SNAP HOOK - 1/4" (151560)	27
NSI60-0176	CAP 16A BS 1 SS304	16
NSI60-0313	FERRULE 112.S SMS 2-1/2 PLAIN	4
NSI60-0342	CAP 114.S SMS 2-1/2 SS304	4
NSI60-5371	FERRULE THREADED 1-1/2" ACME FLAT FACE	8
NSI60-5275	FERRULE 112.D DIN 25 PLAIN SS304	8
NSI60-0177	FERRULE 14WF BEVEL SEAT 1 PLAIN SHORT SS304	11
NSI60-0341	CAP 114.S SMS 2 SS304	5
NSI60-3307	COUPLING REDUCING 1-1/4 x 1/2 #3000 NPTF	2
NSI60-0184	FERRULE 14WF BEVEL SEAT 1-1/2 PLAIN SHORT SS304	10
NSI60-0317	NUT 121.S SMS 2 ROUND SS304	1
NSI60-1038	O-RING PARKER # 2-432 5-3/8ID X 5-7/8OD BUNA	19
NSI60-6045	BARB HOSE 2 -1/2 X 3 SS304	2
NSI60-2253	FERRULE 102.D DIN 25 THREADED SS304	4
NSI60-8229	FERRULE DIN150 THREAD **WITH 3 INCH FERRULE	1
NSI60-0310	FERRULE 112.S SMS 1 PLAIN SS304	5
NSI60-2254	FERRULE 102.D 1-1/4 DIN32 THREADED	2
NSI60-1083	NUT ACME 3" 13H	1
NSI60-2251	FERRULE THREADED 2" ACME	4
NSI60-5648	GASKET TEFLON TIP SIGHT GLASS Z (SMALL) #410 /	11
NSI60-0207	REDUCER PIPE BELL 1-1/2 X 1-1/4 150# NPT SS316	1
NSI60-0178	FERRULE 15WF BS 1 THREADED SHORT	2
NSI60-0197	FERRULE 14WF BS 2-1/2 PLAIN SHORT	1
NSI60-1039	O-RING PARKER # 2-238 3-1/2ID X 3-3/4OD BUNA	13
NSI60-5879	COUPLING REDUCING 3/8 x 1/4 150# F-NPT	2
NSI60-6802	CAP - DIN 100 114.D (DIN14B)	117
NSI60-7027	TEE BRANCH TUBE 3 X 1-1/2 SS304	43
NSI60-0541	CAP 16AMP TC 1/2 SS316	244
NSI60-2041	ELBOW TUBE 0.75 X 90 POL SS316 2WCL90	162
NSI60-0540	CLAMP 13MHH TC 1/2 SS316	113
NSI60-5898	ELBOW TUBE 1.0 X 45 UNPOL LONG TANGENT 304SS	27
NSI60-5653	HANGER TUBE 1 C/W 3/4" PVC INSERT AISI 304	91
NSI60-0538	FERRULE 14WMP TC 1/2 SHORT SS316	212
NSI60-1131	FERRULE TC14H (1-1/2") 1.676" OD X 1.370" ID	40
NSI60-1282	TEE TUBE 7WW 3/4 POL SS304	35
NSI60-5100	ELBOW TUBE 1.5 X 90 POL LONG TANG SS304 L2S	18

StockCode	Description	Qty on Hand
NSI60-0621	TEE TUBE 7WW-C COMP 1 POL LOW PROFILE	131
NSI30-8096	SILENCER FESTO U-1/2-B	28
NSI60-9159	FES SOCKET, FEMALE, M12X5, 5 PIN, STRAIGHT	12
NSI60-9139	FES SHUT / BLEEDER OFF VALVE 1/4"NPT X 8MM	16
NSI60-8098	FES PUSH PULL FOR PNEMATIC TERMINAL AIR BLOCK M7	145
NSI60-9098	FES COVER PLATE VMPA1-RP	51
NSI60-9101	FES PUSH-PULL L-FITTING, R1/8" X 6MM, QSL-1/8-6	96
NSI60-9155	FES PUSH-PULL FITTING TEE P#190670 QST-3/8-6	47
NSI60-9118	FES PUSH PULL L-FITTING 10MM X 10MM QSL-10	47
NSI60-9113	FES PUSH PULL T-CONNECTOR, 6MM QST-6	41
NSI60-9135	FES SOLENOID 5/2 WAY VALVE VMPA2-M1H-J-PI	2
NSI60-9156	FES MANIFOLD BLOCK P#541519 CPX-AB-2-M12-RK-DP	2
NSI60-9124	FES PUSH PULL PLUG-IN REDUCER 12MM x 10MM	44
NSI60-9103	FES PUSH-PULL L-FITTING, R1/4" X 6MM QSL-1/4-6	40
NSI60-9114	FES PUSH-IN T-CONNECTOR, 8MM QST-8	40
NSI60-9148	FES POWER SOCKET, STRAIGHT, 4PIN SCREW TERMINAL	7
NSI60-9158	FES PLUG, MALE, M12X1, 5 PIN, STRAIGHT P#1066354	6
NSI30-8092	FES ADAPTOR PROFI CPX FESTO FBA-2-M12-5POL-RK #	4
NSI60-9117	FES PUSH-PULL L-FITTING, 8MM X 8MM QSL-8	40
NSI60-9142	ELBOW PUSH PULL TUBE 90DEG 10MM X 10MM TO CONN	16
NSI60-6898	FITTING PUSH CONNECT ELBOW 1/4 TUBE - 1/8 NPTM	59
NSI60-9110	FES PUSH-IN FITTING, R1/4" X 8MM QS-1/4-8	73
NSI60-9149	FES PLATE P#533375 VMPA-AP	10
NSI60-9119	FES PUSH-IN CONNECTOR, 6MM X 6MM QS-6	23
NSI60-9109	FES PUSH-IN FITTING, R1/4" X 6MM QS-1/4-6	52
NSI30-0349	VALVE - PNEUMATIC - FLOW CONTROL NSE1/4-N02	8
NSI60-9107	FES PUSH-IN FITTING, R1/8" X 6MM QS-1/8-6	60
NSI60-9128	FES BLANKING PLUG, 6MM QSC-6H	96
NSI60-9123	FES PUSH PULL REDUCER 10MM X 8MM QS-10H-8 (23
NSI60-9121	FES PUSH PULL 10MM SPLICE/BUTT P/IN CONNECTOR	21
NSI60-1075	ELBOW PUSH TO CONNECT 1/4 TUBE TO UNIVERSAL THREAD	23
NSI60-9112	FES PUSH-IN FITTING, R3/8" X 10MM QS-3/8-10	23
NSI60-9134	FES SOLENOID 3/2 WAY VALVE VMPA1-M1H-K-PI 533347	1
NSI60-9122	FES PUSH PULL REDUCER 8MM x 6MM QS-8H-6	19
NSI60-9120	FES PUSH-IN CONNECTOR, 8MM X 8MM QS-8	15
NSI60-9102	FES PUSH-PULL L-FITTING, R1/8" X 8MM QSL-1/8-8	15
NSI30-8126	Air Fitting Cartridge, Festo MPA-L valve blocks.	26
NSI60-9133	FES MPA SIZE 2 COVER PLATE VMPA2-RP	8
NSI60-9161	FES SUB BASE P#533352 VMPA1-FB-AP-4-1	2
NSI60-9111	FES PUSH-IN FITTING STRAIGHT, R3/8" X 8MM	16
NSI60-9140	FES PUSH-PULL ELBOW TUBE 90DEG 6MM X 6MM TO CONN	12
NSI60-9141	FES PUSH PULL ELBOW TUBE 90DEG 8MM X 8MM TO CONN	10
NSI60-9108	FES PUSH-IN FITTING, R1/8" X 8MM QS-1/8-8	15
NSI60-9152	FES E MANIFOLD MOD P#537999 VMPA1-FB-EV-V	9
NSI60-9147	FES PUSH-PULL L-FITTING, R1/2" X 10MM QSL-1/2-10	4
NSI60-9132	FES PUSH PULL FOR PNEMATIC TERMINAL AIR BLOCK	7
NSI60-5587	FITTING PUSH CONNECT TEE BRANCH 1/4 TUBE -	4

StockCode	Description	Qty on Hand
NSI60-9153	FES PUSH-PULL FITTING RETAINER P#195496	14
NSI60-9162	FES E MANIFOLD MOD P#537998 VMPA1-FB-EV-AB	4
NSI60-9130	FES BLANKING PLUG, 10MM QSC-10H	14
NSI60-6192	ADAPTER - 1/8 NPT TO 1/4" PUSH-ON - PC1/4-N01	12
NSI60-9138	FES SHUT / BLEEDER OFF VALVE 1/8"NPT X 6MM PUSH	1
NSI60-7828	FITTING PUSH CONNECT STRAIGHT 3/8 TUBE - 1/4 NPTM	6
NSI60-9131	FES PUSH PULL FOR PNEMATIC TERMINAL AIR BLOCK	6
NSI60-7315	FITTING PUSH TO CONNECT STRAIGHT 1/4 TUBE - 1/4	6
NSI60-9105	FES PUSH-PULL L-FITTING, R3/8" X 8MM QSL-3/8-8	2
NSI60-9129	FES BLANKING PLUG, 8MM QSC-8H	6
NSI60-5875	ADAPTER PUSH TO CONNECT 1/4 TUBE - 3/8NPTM	4
NSI60-9163	FES WALL MOUTNING ANGLE P#534416 VMPA-BG-RW CW/	7
NSI60-7231	Fitting SMC # KQH09-36S (8mm	1
NSI60-9160	FES ELECTRONICS MOD P#533360 VMPA1-FB-EMS-8	12
NSI30-2147	SAMPLE KEOFITT MICROPORT - ASEPTIC NEEDLE SAMPLE	13
NSI60-1006	BEARING LINEAR 1-1/4" DDS20	15
NSI30-1574	PRESSURE TRANSMITTER SANITARY, TYPE S-11, RANGE	10
NSI30-1253	VALVE GLOBE MODULATING 1" OD-TUBE WELD	3
NSI30-0367	VALVE ANGLE SEAT 2-1/2" NPT BRONZE FOR STEAM,	5
NSI30-1114	VALVE ANGLE SEAT 2" NPT BRONZE FOR STEAM,	5
NSI30-1563	FLOW METER 3/4" TC DN15 SS316L SITRANS MAG1100F	1
NSI30-1573	PRESSURE TRANSMITTER SANITARY, TYPE S-11, RANGE	5
NSI30-0948	BLOWER 4 INCH 250CFM 115 VOLT AC , 1.5 AMP ,	6
NSI30-1581	PRESSURE TRANSMITTER SANITARY TYPE SA-11, RANGE	3
NSI30-0529	VALVE SOLENOID BRASS 1 NPT 24VDC BURKERT	7
NSI30-0234	VALVE ANGLE SEAT 1-1/2" NPT BRONZE FOR STEAM,	3
NSI30-1440	VALVE ANGLE SEAT 2" NPT BRONZE PNEUMATIC FOR	1
NSI60-1126	SENSOR RTD SANITARY 1/4 x 3" PROBE, 1-1/2" TC,	8
NSI30-6109	VALVE ANGLE SEAT 1-1/2" NPT S	1
NSI60-1200	WHEEL IDLER 20MM ID SEALED BALL BEARING (P/N POEV	8
NSI60-1127	SENSOR RTD SANITARY 1/4 x 4" PROBE, 1-1/2" TC,	4
NSI30-1049	VALVE SOLENOID BURKERT 1.5" NPT BRASS BODY, HIGH	1
NSI30-1488	BLOWER 3 INCH 150CFM 24 VOLT DC , 5 AMP , CONT.	2
NSI30-1039	VALVE SOLENOID 1.5" NPT BRASS, 24VAC BURKERT	1
NSI30-0999	VALVE MOTORIZED 3/4 BRASS WIRING CR04 (2 WIRES), V	9
NSI60-1109	TOOL PUNCH CLAMP (P-1)	3
NSI30-1915	BLOWER 3 INCH 150CFM 24 VDC 3.3 AMP FLANGEMOUNT	1
NSI30-1207	VALVE SOLENOID BRASS 3/4 NPT 2	7
NSI26-0002	CARB STONE ASSY 3/4 X 8" C/W 1-1/2 TC FERRULE	24
NSI30-2202	HANDLE FOR PENTAIR VALVE Z580H SUDMO# SUE2025319	150
NSI30-2201	HANDLE FOR PENTAIR VALVE Z580H SUDMO# SUE2130374	100
NSI40-5622	STAND - MALT MILL SS STANDARD REV2 - FOR POLO	7
NSI60-7636	SHAFT 1-1/4 STAINLESS STEEL 1.2490/1.2485 x	5
NSI60-1447	FERRULE TC 2 LONG 316SS BS14AM-2-316L-PL BPE WELD	210

StockCode	Description	Qty on Hand
NSI40-1481	STAND - MOTOR - HEAVY EXTENDED TALL UNIVERSAL -	3
NSI30-6322	HEAT EXCHANGER COPPER BRAZED TYPE 316 SS FLOW PLAT	2
NSI40-5919	STANCHION 2" X 2" SIDE MOUNT WITH ENDCAP	36
NSI40-1173	LEG SOCKET 1/2 X 5-9/16 OD WITH 1-1/2" MS NUT	70
NSI40-5920	STANCHION 2" X 2" SIDE MOUNT WITH 3/8" SOCKET	29
NSI30-6232	HEAT EXCHANGER COPPER BRAZED TYPE 316 SS FLOW	1
NSI60-1445	FERRULE TC 1 LONG 316SS BS14AM-1-316L-PL BPE WELD	80
NSI40-5700	STAND - MOTOR - EXTENDED UNIVERSAL - FITS 56 TO	3
NSI40-0052	UNITANK BOTTOM CONE 2" RING x 70 DEG CONE FOR	40
NSI30-1706	HEAT EXCHANGER BRAZED PLATE ALFA LAVAL CB30-50H	2
NSI30-1704	HEAT EXCHANGER BRAZED PLATE ALFA LAVAL CB30-24H TO	3
NSI40-1379	LEG SOCKET 3/8 X 5-9/16 OD WITH 1-1/2" MS NUT	25
NSI30-1872	HEAT EXCHANGER BRAZED PLATE ALFA LAVAL CB110-24L	1
NSI60-1448	FERRULE TC 3 LONG 316SS BS14AM-3-316L-PL BPE WELD	60
NSI40-1440	LEG SOCKET 1/2 X 6-1/2 OD WITH 1-1/2" MS NUT	36
NSI60-1446	FERRULE TC 1-1/2 LONG 316SS BS14AM-1 1/2-316L-PL	1,178
NSI60-6920	ARMAFLEX INSUL - 3/4" X 48" X 50' (IPAPR34040)	3,470
NSI60-6921	ARMAFLEX INSUL - 1" x 48" x 35' (IPAPR10040)	5,038
NSI60-6922	ARMAFLEX INSUL - 1-1/2" X 48" X 25' (IPAPR11240)	7,282
NSI30-1726	TURBIDITY METER BENCHTOP VOS ROTA TURBIDITY 90/25	1
NSI30-1728	TESTER FOAM STABILITY NIBEM-TPH HAFFMANS# 106.000	1

**SCHEDULE “B”
THE PREMISES**

- 1) Units 501, 503, 504, 505, 601 and 602-30731 Simpson Road, Abbotsford, BC
- 2) 104-2480 Mt Lehman Road, Abbotsford, BC
- 3) 30764 South Fraser Way, Abbotsford, BC

SCHEDULE “C” THE RECEIVER’S AND AUCTIONEER’S RESPONSIBILITIES

The following sets out the Receiver’s and Auctioneer’s respective responsibilities with respect to the disposition of the Assets. The parties acknowledge and agree that:

General

1. The Auctioneer is acting only in its capacity as an independent contractor dealing with the Receiver and is otherwise not the Receiver’s employee or assign, nor is it assuming the legal responsibilities, duties or obligations of the Receiver or of a “Secured Party.
2. The Auctioneer will carry out the Auction in an orderly and professional manner, in accordance with industry practices. The Auctioneer shall, promptly following the earlier of (i) the completion of the sales and (ii) the General Deadline, provide the Receiver with a detailed written accounting in respect of the sales and the Gross Sale Proceeds in a form satisfactory to the Receiver acting reasonably.
3. The Auctioneer will not be responsible for the following costs, claims, or liabilities, even if such are payable:
 - (a) lease payments to third parties under any leases of the Assets;
 - (b) any pre-existing environmental costs;
 - (c) any legal costs associated with dealing with liens against the Assets; and,
 - (d) any product warranties, conditions, or liabilities.
4. At or before the General Deadline, the Auctioneer will leave the Premises in a reasonable condition and shall otherwise leave the Premises in the same condition as viewed, ordinary wear and tear excepted; provided the Auctioneer shall not be authorized to leave, and shall be liable for, any property, including any unsold or unclaimed Assets, remaining on the Premises on the General Deadline.
5. The Auctioneer agrees to indemnify and save harmless Alvarez & Marsal Canada Inc. in its capacity as the Court-appointed receiver of DME Limited Partnership, DME General Partner Inc., Atlantic Systems Manufacturing (2016) Ltd., DME Canada Acquisitions Inc. and DME US Holdco Inc. and each of its respective directors, officers, shareholders, employees and agents and the successors and assigns of any of the foregoing persons (each an “**Indemnified Party**”) from and against, any and all liabilities, claims, losses, costs, fees (including without limitation any legal fees on a solicitor and own client basis), actions damages and expenses incurred by any Indemnified Party in connection with any claim by a third party arising from or relating to, directly or indirectly, the Assets, without limitation, defects in the Assets, claims against warranties, the sale and purchase of the Assets, the use of the Assets and/or damage, injury or death suffered or claimed, whensoever occurring and howsoever arising.

Taxes

6. The Auctioneer shall collect, and promptly pay to the applicable authority and confirm such payment to the Receiver, all social services tax, goods and services tax and any other tax resulting from any sale transaction entered into by the Auctioneer with respect to any of the Assets.

The Auctioneer shall indemnify and hold the Receiver harmless from any and all demands, liabilities or claims, including, but not limited to, fines, penalties, losses, costs and expenses, which the Receiver may sustain, incur or be subject to, arising out of, or by reason of, any failure by the Auctioneer to collect, pay or remit any applicable taxes under, or in accordance with, the provisions of the *Excise Tax Act* (Canada) in relation to the sale of the Assets in accordance with the Auction (including without limiting the generality of the foregoing in respect of the buyer's premium described in Section 2.3 of this Agreement).

Insurance

7. The Auctioneer will maintain insurance, and will provide to the Receiver proof of insurance, with respect to any public liability which could flow from the Auctioneer's activities, naming the Receiver as beneficiary of such insurance, providing for coverage of not less than \$5,000,000 per occurrence and otherwise in a form satisfactory to the Receiver acting reasonably.
8. Proceeds received on any insurance claim in respect of any insured Assets that otherwise would have been sold during the Auction shall be considered Gross Sale Proceeds.

Event of Force Majeure

9. If the Auctioneer is delayed, interrupted or precluded from completing the Auction in accordance with this Agreement by reason of *force majeure* which includes, without limitation, any event or circumstance of any nature whatsoever that is beyond the reasonable control of the Auctioneer, including earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, any act or omission or delay by any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, or seasonal or climactic conditions, the Auctioneer shall be excused from performing its obligations under this Agreement (other than its obligations to pay money) for so long as the event of *force majeure* is in effect if such event shall affect the conduct or timing of any actions contemplated by this Agreement. The Auctioneer shall give immediate notice thereof to the Receiver. The Auctioneer shall be entitled to be paid so much of the amounts payable to it pursuant to this Agreement to which it has become entitled as at the date of the event of *force majeure*. In the event that, acting reasonably, the parties are unable to negotiate a settlement, the matter will be determined by or in accordance with directions from the Court.

Environmental & Debris

10. For the purposes of this Schedule “C”, “Contaminants” means any substance or thing or mixture of them which alone, or in combination, or in concentrations, are flammable, corrosive, reactive or toxic or which might cause adverse effects or be deemed detrimental to living things or to the environment, including, but not limited to, any pollutant, contaminant, toxic or hazardous substance, such as, by way of example, urea formaldehyde, asbestos, polychlorinated biphenyl, pesticides, or any other substance with which the removal, manufacture, preparation, generation, use, maintenance, storage, transfer, handling or ownership is subject to any laws, rules or regulations. The Auctioneer and does not assume responsibility for the removal or disposal of books and records, garbage/debris on-site (other than as may be caused by the Purchaser’s employees), but will assist where needed to clean and make ready the Premises with all costs charged back to the Receiver.

11. The Auctioneer and its directors, officers, employees, agents, successors and assigns shall not be responsible for any liabilities, actions, damages, claims, losses, costs and expenses resulting from pre-existing Contaminants, nor the costs of removal, abatement, treatment, storage or disposal of pre-existing contaminants, or remediation of the Premises. The Auctioneer shall be responsible for any costs, expenses, or liabilities associated with Containments brought onto or created on the premises by the Auctioneer and the remediation of any contamination resulting therefrom.

Appendix D

Asset Purchase Agreement (ASM Transaction)

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made the 24 day of January, 2019.

BETWEEN:

ALVAREZ & MARSAL CANADA INC., solely in its capacity as the Court appointed receiver of DME LIMITED PARTNERSHIP, DME GENERAL PARTNER INC., ATLANTIC SYSTEMS MANUFACTURING (2016) LTD., DME CANADA ACQUISITIONS INC. and DME US HOLDCO INC. and not in its personal capacity or in any other capacity;

(Hereinafter referred to as the "Vendor")

of the FIRST PART;

AND: EASTERN FABRICATORS Inc., a body corporate, duly incorporated under the laws of Canada;

(Hereinafter referred to as the "Purchaser")

of the SECOND PART;

WHEREAS pursuant to an order of the Supreme Court of Prince Edward Island (General Section) (the "Court") made on November 26, 2018 (the "Receivership Order"), Alvarez & Marsal Canada Inc. was appointed as the Receiver, without security, of all the assets, undertakings and properties of, Atlantic Systems Manufacturing (2016) Ltd. ("ASM") acquired for, or used in relation to a business carried on by ASM ("Business") including all proceeds thereof (the "ASM Property"); AND WHEREAS pursuant to the provisions of the Receivership Order, the Receiver has the power to sell all or any part of the ASM Property, subject to Court approval;

AND WHEREAS the Purchaser wishes to purchase and the Vendor wishes to sell the Purchased Assets (as defined herein) upon the terms and subject to the conditions set out herein;

IN CONSIDERATION of the mutual covenants and agreements set out, the parties respectively covenant and agree as follows:

1. DEFINITIONS

Where used in this Agreement or in any amendment, the following terms shall have the following meanings respectively:

- (a) "Accounts Receivable" means the ASM accounts receivable due and owing to ASM at the Closing Date being set out in Schedule "B";
- (b) "Agreement" means this Agreement of Purchase and Sale and all instruments supplemental to or in amendment or confirmation of this Agreement;
- (c) "Business" has the meaning ascribed thereto in the first recital to this Agreement;

- (d) "Business Day" means a day other than a Saturday, Sunday or any day on which the principal chartered banks located in the Province of Prince Edward Island, are not open for business during normal banking hours;
- (e) "Closing" means the completion of the sale to and purchase by the Purchaser of the Purchased Assets under this Agreement by the transfer and delivery of documents of title and the payment of the purchase price therefor as contemplated;
- (f) "Closing Date" means the 1st day of February, 2019;
- (g) "Closing Time" means 11:00 o'clock a.m. on the Closing Date or any other time on a date the Parties may agree as the time at which the Closing shall take place;
- (h) "Encumbrances" means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, demands and equities of any nature whatsoever or howsoever arising and right or privilege capable of becoming any of the foregoing;
- (i) "Equipment" means the equipment currently located at 10 MacAleer Drive sold on an as is where is basis;
- (j) "HST" means Harmonized Sales Tax;
- (k) "Lease" means the lease dated May 1, 2017, as between MacAleer Investments Inc. and Atlantic Systems Manufacturing (2016) Ltd.;
- (l) "Other Assets" means the other assets as described in Schedule "A";
- (m) "Parties" means the Vendor and the Purchaser, collectively, and "Party" means any one of them;
- (n) "Person" means any individual, corporation, partnership, trustee or trust or unincorporated association; and pronouns have a similarly extended meaning;
- (o) "Purchase Price" means the purchase price to be paid by the Purchaser to the Vendor for the Purchased Assets as provided in paragraph 3(a);
- (p) "Purchased Assets" means the assets of ASM located at 10 MacAleer Drive Charlottetown, including the Accounts Receivable, the Equipment and the Other Assets;
- (q) "Receiver's Certificate" means a certificate signed by the Receiver substantially in the form attached as Schedule B to the Approval and Vesting Order attached hereto as Schedule "C" confirming that: (i) the Purchaser has paid, and the Receiver has received payment of, the Purchase Price in relation to the purchase by the Purchaser of the Purchased Assets, and (ii) the conditions to be complied with at or prior to Closing as set out in Section 7 have been satisfied or waived by the Receiver or the Purchaser.

2. SCHEDULES

The following are the Schedules attached to and incorporated in this Agreement by reference:

Schedule "A" – List of Assets

Schedule "B" – List of Accounts Receivable

3. AGREEMENT TO PURCHASE, PURCHASE PRICE and TRANSFER OF ASSETS PURCHASED

- (a) Agreement to Purchase and Purchase Price. Subject to the terms and conditions of this Agreement, and subject to any adjustments provided for, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, the Purchased Assets. The Vendor and the Purchaser covenant and agree that the Purchase Price will be based on the following:

The sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00) for the Equipment, Other Assets and Accounts Receivable all being sold on the basis of "as is where is".

The Purchaser shall pay a Thirty-Five Thousand Dollars (\$35,000.00) deposit on execution of this Agreement, which deposit will be held in trust with Cox & Palmer for assets on execution of this Agreement.

Payment of Purchase Price. The Purchase Price for the Purchased Assets shall be paid and satisfied by the Purchaser to the Vendor on the Closing Date in Canadian funds.

- (b) Transfer and Delivery of Purchased Assets. The Vendor shall execute and deliver to the Purchaser all bills of sale, assignments, instruments of transfer, assurances, to effectively transfer to the Purchaser all the Purchased Assets, including a copy of the issued and entered Approval and Vesting Order and the attached Receiver's Certificate and shall deliver up to the Purchaser possession of the Purchased Assets, free and clear of any liens, charges or encumbrances or rights of third persons (other than permitted encumbrances and any liens, charges or encumbrances imposed or created by the actions of the Purchaser, or as agreed to be assumed by the Purchaser).
- (c) Other Actions. The Vendor and the Purchaser shall take other actions contemplated to be taken by them at the Closing Time as specified in paragraph 6.
- (d) Tax Elections. The Vendor and the Purchaser agree to cooperate in the filing of elections under the *Income Tax Act* (Canada) and other taxation statutes as may be necessary or desirable to give effect to the allocation for tax purposes.
- (e) HST Elections. The Vendor and the Purchaser shall elect jointly pursuant to the provisions of Subsection 167(1) of the *Excise Tax Act* by completing at or prior to

closing all the subscribed forms and related documents in such manner as in prescribed form, so that the purposes of the *Excise Tax Act*, no HST is payable in respect of the purchase and sale of the purchased assets.

The Purchaser covenants that, at the time of closing, they will file with Canada Revenue Agency the joint election made under Section 167 of the *Excise Tax Act* by registered mail and will provide the Vendor with written confirmation of such filing.

It is further acknowledged and agreed that there shall be no adjustment to the Purchase Price as a result of HST for any of the Purchased Assets.

4. CLOSING

The Closing shall take place at the Closing Time on the Closing Date at the office of Cox & Palmer on February 1, 2019, 97 Queen Street, Suite 600, Charlottetown, Prince Edward Island.

5. REPRESENTATIONS AND WARRANTIES

- (a) Representations and Warranties of the Vendor. The Vendor represents, warrants and agrees to and with the Purchaser that:
- (i) The Vendor has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary action on the part of the Vendor, subject to the Approval and Vesting Order. This Agreement is a valid and binding obligation of the Vendor enforceable in accordance with its terms;
 - (ii) The Vendor has been duly appointed by the Court, with the full right, power and authority to enter into this Agreement, perform its obligations hereunder and convey all right, title and interest of the Debtors in and to the Purchased Assets; and
 - (iii) The Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (b) Vendor Makes No Representations or Warranties. The Vendor makes no representations or warranties to the Purchaser of any kind, character or nature, whether express or implied, statutory or otherwise, with respect to the Purchased Assets or the Business including, without limitation, any representations or warranties regarding merchantability or fitness for a particular purpose.
- (c) Condition of Purchased Assets. The Purchaser acknowledges that the Receiver is selling and the Purchaser is purchasing the Purchased Assets on an "as is, where is" and "without recourse" basis as the Purchased Assets shall exist on the Closing Date, including, without limitation, whatever defects, conditions,

impediments, hazardous materials or deficiencies exist on the Closing Date, whether patent or latent. The Purchaser further acknowledges and agrees that it has entered into this Agreement on the basis that neither the Receiver nor the Debtors have guaranteed or will guarantee title to or marketability, use or quality of the Purchased Assets, that the Purchaser has conducted such inspections of the condition and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters.

- (d) Representations and Warranties of Purchaser. The Purchaser represents, warrants and agrees to and with the Vendor that:
- (i) The Purchaser has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations; the execution and delivery of this Agreement and the consummation of the transactions contemplated have been duly authorized by all necessary corporate action on the part of the Purchaser;
 - (ii) This Agreement constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with the terms of this Agreement, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought;
 - (iii) The Purchaser is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms;
 - (iv) There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the transactions contemplated and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;
 - (v) no authorizations, consents or approvals of, or filing with or notice to, any Governmental Authorities is required in connection with the execution, delivery or performance of this Agreement; and
 - (vi) except for the Approval and Vesting Order, no consent, waiver, authorization or approval of any person and no declaration to or filing or registration with any governmental authorities is required in connection with the execution and delivery by the Purchaser of this Agreement.

- (e) Nature and Survival of Representations and Warranties. All representations, warranties, covenants and agreements contained in this Agreement on the part of each of the Parties shall survive the Closing, the execution and delivery of any bills of sale, instruments of conveyance, assignments or other instruments of transfer of title to any of the Purchased Assets and the payment of the consideration therefore, provided that those representations and warranties shall survive the Closing, with respect to any incorrectness in or breach of any representation or warranty made by that Party.

6. CONDITIONS PRECEDENT TO THE PERFORMANCE OF THE PURCHASER AND THE VENDOR

- (a) Purchaser's Conditions. The obligation of the Purchaser to complete the purchase of the Purchased Assets shall be subject to the fulfillment or satisfaction of, or compliance with, on or before the Closing Date, each of the following conditions precedent. These conditions have been inserted for the benefit of the Purchaser who may waive any of the conditions in whole or in part:
- (i) All of the representations and warranties of the Vendor made in or pursuant to this Agreement including, without limitation, the representations and warranties made by the Vendor set forth in paragraph 6(a), shall be true and correct in all material respects at the Closing Time and with the same effect as if made at and as of the Closing Time (except the representations and warranties which may be affected by the occurrence of events or transactions expressly contemplated and permitted;
 - (ii) The Vendor shall have performed, or complied with, in all respects, each of its obligations, covenants and agreements, and all instruments of conveyance and other documentation relating to the sale and purchase of the Purchased Assets including, without limitation, assignments of contracts and agreements (and consents, where required), bills of sale and documentation relating to the authorization and completion of the sale and purchase of the Purchased Assets and the taking of all actions and proceedings on or prior to the Closing in connection with the performance by the Vendor or its obligations under this Agreement shall be satisfactory to the Purchaser and its counsel and the Purchaser shall have received copies of all other documentation or evidence as the Purchaser may reasonably request in order to establish the consummation of the transactions contemplated and the taking by the Vendor of all corporate proceedings in connection with this Agreement in compliance with the terms, warranties and conditions, in form (as to certification and otherwise) and substance satisfactory to the Purchaser and its counsel;
 - (iii) the Approval and Vesting Order will have been granted by the Court and such order will not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom);

The foregoing conditions are inserted for the exclusive benefit of the Purchaser. In the event that any of the conditions shall not be fulfilled or complied with by the Vendor at or prior to the Closing Time, the Purchaser may rescind this Agreement by notice to the Vendor and in that event the Purchaser shall be released from all obligations, and unless the Purchaser can show that the condition or conditions for the non-performance of which the Purchaser has so rescinded this Agreement are or were reasonably capable of being performed or caused to be performed by the Vendor, then the Vendor shall be released from all obligations; provided that any condition may be waived in whole or in part by the Purchaser without prejudice to its right of rescission in the event of non-fulfillment of any other condition or conditions, any waiver to be binding on the Purchaser only if it is in writing.

(b) Vendor Conditions. The obligation of the Vendor to complete the sale of the Purchased Assets shall be subject to the fulfillment or satisfaction of, or compliance with, on or before the Closing Date, each of the following conditions precedent:

- (i) All of the representations and warranties of the Purchaser made in or pursuant to this Agreement including, without limitation, the representations and warranties made by the Purchaser set forth in paragraph 5(d), shall be true and correct in all material respects at the Closing Time and with the same effect as if made at and as of the Closing Time (except the representations and warranties which may be affected by the occurrence of events or transactions expressly contemplated and permitted) and the Purchaser shall have confirmed with the Vendor, that to the best of his knowledge, information and belief (after due inquiry), the truth and correctness in all material respects of these representations and warranties;
- (ii) The Purchaser shall have performed or complied with, in all respects, each of its obligations, covenants and agreements, and all documentation relating to the due authorization and completion by the Purchaser of the purchase of the Purchased Assets and the taking of all actions and proceedings on or prior to the Closing in connection with the performance by the Purchaser of its obligations under this Agreement shall be satisfactory to the Vendor and its counsel and the Vendor shall have received copies of all other documentation and evidence as the Vendor may reasonably request in order to establish the consummation of the transactions contemplated and the taking by the Purchaser of all proceedings in connection and in compliance with the terms, warranties and conditions of this Agreement, in form (as to certification and otherwise) and substance satisfactory to the Vendor and its counsel; and

The foregoing conditions are inserted for the exclusive benefit of the Vendor. In the event that any of the conditions shall not be fulfilled or complied with by the Purchaser at or prior to the Closing Time, the Vendor may rescind this Agreement by notice to the Purchaser and in that event the Vendor shall be released from all obligations, and unless the Vendor can show that the condition or conditions for the non-performance of which the Vendor has so rescinded this Agreement are or were reasonably capable of being performed or caused to be performed by the

Purchaser, then the Purchaser shall be released from all obligations; provided that any condition may be waived in whole or in part by the Vendor without prejudice to its right of rescission in the event of non-fulfillment of any other condition or conditions, any waiver to be binding on the Vendor only if it is in writing.

7. NOTICE

Any notice, waiver or other document required or permitted to be given to the Vendor under this Agreement shall be in writing and shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by telex or other form of recorded communication, to the Party:

- (i) To the Vendor at: Cox & Palmer
97 Queen Street, Suite 600
Charlottetown, PE C1A 4A9
Attention: Pamela J. Williams, Q.C.
- (ii) To the Purchaser at: Carr, Stevenson & MacKay
65 Queen Street, Box 522
Charlottetown, PE C1A 7L1
Attention: William F. Dow, Q.C.

or at another address as the party to whom the writing is to be given shall have last notified the party giving the same in the manner provided in this paragraph. Any notice, waiver or other document shall be deemed to have been given on the date on which it was delivered at that address and if mailed shall be deemed to have been given on the date on the third Business Day next following the date on which it was mailed; provided, however, that if at the time of mailing the notice, waiver or other document, normal postal service shall have been interrupted through strikes or other similar irregularities, then the notice, waiver or other document shall be deemed to have been received on the third day following the resumption of normal mail service. Any notice transmitted by telex or other form of recorded communication shall be deemed given and received on the date of transmission if received during the normal business hours of the recipient and on the first Business Day after its transmission if it is received after the end of normal business hours on the date of its transmission.

8. POSSESSION OF PURCHASED ASSETS

The Receiver shall remain in possession of the Purchased Assets until the Closing Time, at which time the Purchaser shall take possession of the Purchased Assets where situated. In no event shall the Purchased Assets be sold, assigned, conveyed or transferred to the Purchaser until all the conditions set out in the Approval and Vesting Order have been satisfied or waived and the Purchaser has satisfied or the Receiver has waived all the delivery requirements.

9. RISK

- (a) The Purchased Assets shall be and remain at the risk of the Receiver until the Closing Time and at the risk of the Purchaser from and after the Closing Time.

10. GENERAL

- (a) Tender. Any tender of documents or money may be made on the Vendor or the Purchaser or any party acting for them or their solicitors and money may be tendered by negotiable cheque certified by a Canadian chartered bank or trust company.
- (b) Costs and Expenses. All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated shall be paid by the Party incurring that expense.
- (c) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Prince Edward Island where it is made.
- (d) Entire Agreement. This Agreement and the Schedules constitute the entire agreement between the Parties and, except as stated, contain all of the representations and warranties of the respective Parties. There are no verbal statements, representations, warranties, undertakings or agreements between the Parties. This Agreement may not be amended or modified in any respect, except by written instrument executed by the Parties.
- (e) Time of the Essence. Time shall be of the essence of this Agreement and of every part thereof.
- (f) Assignment. Neither this Agreement nor any rights or obligations under it shall be assignable by either Party without the prior written consent of the other Party. Subject thereto, this Agreement shall enure to the benefit of and be binding on the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.
- (g) Further Assurances. The Parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide those further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out its provisions, whether before or after Closing.
- (h) Rights. Except as specifically set forth or referred to in this Agreement, nothing herein, expressed or implied, is intended or shall be construed to confer on or to give any person, other than the Parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.
- (i) Headings and Descriptions. The headings and marginal descriptions of all paragraphs are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

- (j) Canadian Currency. All monetary amounts expressed in this Agreement are deemed to be in Canadian currency.
- (k) Counterparts. This Agreement may be executed in two or more facsimiled or original signed counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

[Remainder of Page Blank – Signature Page Follows]

Per:

SCHEDULE "A"

Other Assets

- Office Equipment currently located at the ASM Property
- Vehicles (VIN #1GTN1TEXXDZ375826 and 5TFMV52107X005416)
- Raw Material Inventory (including work in process) currently located at the ASM Property
- Leasehold Interest in 10 MacAleer Drive pursuant to the Lease
- Domain for <http://www.asmequipment.com/>
- Tradename for Atlantic Systems Manufacturing
- Telephone, facsimile numbers and emails
- IP of ASM

SCHEDULE "B"

Accounts Receivable

Customer	\$
Advanced Extraction	1,578.70
Atlantic Aqua Farms	1,634.44
Blue Hill Bay	292.00
Blois Fish Automation	1,259.48
Campbell's Concrete	828.00
Confederation Cove	27,899.00
Canadian Crab	533.66
Global Installation	563.50
Greenhead Lobster	1,383.71
P.E. Aqua	13,386.00
Summerside Seafood	219.65
Sober Island	24,897.50
Trundy Point	30.17
Total Accounts Receivable	74,505.81

SCHEDULE "C"

Court File No. S1 GS 28446

SUPREME COURT OF PRINCE EDWARD ISLAND
(GENERAL SECTION)

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

DME LIMITED PARTNERSHIP, DME GENERAL PARTNER INC., ATLANTIC SYSTEMS
MANUFACTURING (2016) LTD., DME CANADA ACQUISITIONS INC. and DME US HOLDCO INC.

Respondents

RECEIVER'S CERTIFICATE

- A. Pursuant to an Order of the Honourable Justice Nancy Key (the "Court") dated November 26, 2018, the ("Order"), Alvarez & Marsal Canada Inc., as Court appointed receiver (the "Receiver") without security, of all of the assets, undertakings and properties (the "Property") of each of DME Limited Partnership, DME General Partner Inc., Atlantic Systems Manufacturing (2016) Ltd., DME Canada Acquisitions Inc., and DME US Holdco Inc. (collectively and individually, the "Company"), was granted those powers and authorizations as set out therein including to dispose of certain of the Property.
- B. Pursuant to an Order of the Court granted on January 31, 2019 (the "Approval and Vesting Order"), the Court approved sale of the property set out in the Asset Purchase Agreement attached hereto as Scheduled "A" (the "Sale Property"), to Eastern Fabricators Inc. (the "Purchaser") and provided for the vesting in the Purchaser all right, title and interest in and to the Sale Property, which vesting is to be effective with respect to the Sale Property upon delivery by the Receiver to the Purchaser a certificate confirming: (i) the receipt by the Receiver of payment to the Purchaser of the purchase price for the Sale Property; and (ii) the sale has been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES THE FOLLOWING:

1. The Purchaser has paid and the Receiver has received the purchase price for the Sale Property payable on the applicable closing date; and
2. The Sale has been completed to the satisfaction of the Receiver.

This Receiver's Certificate was delivered by the Receiver at _____[TIME] on _____ [DATE].

ASSET PURCHASE AGREEMENT

Cox & Palmer
97 Queen St
Charlottetown, PEI
Pamela J. Williams
(902)629-3916

Appendix E

Asset Purchase Agreement (DME Charlottetown)

ASSET PURCHASE AGREEMENT

BETWEEN

ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as the Court-appointed receiver
of DME Limited Partnership and DME General Partner Inc., DME
Canada Acquisitions Inc. and DME US Holdco Inc. and not in its
personal capacity or in any other capacity

- and –

CIMC ENRIC TANK AND PROCESS LTD.

- and –

CIMC ENRIC TANK AND PROCESS B.V.

Dated: February 13th, 2019

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT made this 13th day of February, 2019.

B E T W E E N:

ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as the Court-appointed receiver
of DME Limited Partnership and DME General Partner Inc., DME
Canada Acquisitions Inc. and DME US Holdco Inc. and not in its
personal capacity or in any other capacity

(in such capacity, the “**Receiver**”)

- and -

CIMC ENRIC TANK AND PROCESS LTD.

(the “**Purchaser**”)

- and –

CIMC ENRIC TANK AND PROCESS B.V.

(the “**Guarantor**”)

WHEREAS pursuant to an order of the Supreme Court of Prince Edward Island (General Section) (the “**Court**”) made on November 26, 2018 (the “**Receivership Order**”), Alvarez & Marsal Canada Inc. was appointed as receiver (the “**Receiver**”), without security, of all the assets, undertakings and properties of, *inter alios*, DME Limited Partnership and DME General Partner Inc., DME Canada Acquisitions Inc. and DME US Holdco Inc. (together, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the “**Property**”);

AND WHEREAS pursuant to the provisions of the Receivership Order, the Receiver has the power to sell all or any part of the Property, subject to Court approval;

AND WHEREAS the Receivership Order, provided for, among other things, a process under which offers would be solicited for the sale of all or substantially all of the Property and Business (as defined herein);

AND WHEREAS the Purchaser wishes to purchase and the Receiver wishes to sell the Purchased Assets (as defined herein) upon the terms and subject to the conditions set out herein;

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained in this Agreement (as defined herein), and for other good and valuable

consideration, the receipt and sufficiency of which are each hereby acknowledged by the Parties (as defined herein), the Parties agree as follows:

ARTICLE 1 DEFINED TERMS

1.1 Definitions.

In this Agreement:

“**22 McCarville Lease**” has the meaning given in section 7.3(8);

“**A&M**” means Alvarez & Marsal Canada Inc.;

“**Accounts Payable**” means all amounts relating to the Business owing to any Person which are incurred in connection with the purchase of goods or services in the ordinary course of business;

“**Accounts Receivable**” means all accounts receivable, notes receivable, trade accounts, book debts and other receivables, as of the date hereof through to and including the Closing Date, of the Debtors, of NSI and of the Receiver that arise out of or otherwise relate to: (a) the projects listed in Schedule “E” hereto being the Acquired Works in Progress; or (b) those accounts receivable set forth on **Schedule “I”**;

“**Acquired Works-in-Progress**” means those projects of the Business listed on **Schedule “E”** hereto that are currently to be completed in order to fulfil existing customer orders but excluding any related customer contracts related to such projects;

“**Affiliates**” means, with respect to any Person, any other Person that controls or is controlled by or is under common control with the referent Person;

“**Agreement**” means this agreement of purchase and sale, including all schedules and all amendments or restatements, as permitted, and references to “**article**”, “**section**” or “**schedule**” mean the specified article, section of, or schedule to this Agreement and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement;

“**Applicable Law**” means, with respect to any Person, property, transaction, event or other matter, all applicable laws, statutes, regulations, rules, by-laws, ordinances, protocols, regulatory policies, codes, guidelines, official directives, orders, rulings, judgments and decrees of any Governmental Authority;

“**Approval and Vesting Order**” means the approval and vesting order issued by the Court approving this Agreement and the transactions contemplated by this Agreement and conveying to the Purchaser all the Debtors’ rights, title and interests, if any, in and to the Purchased Assets free and clear of all Encumbrances other than the Permitted Encumbrances, and which order shall be in a form substantively similar to the draft order attached as **Schedule “A”** hereto;

“**Assignable Assets**” has the meaning given in section 3.1(3);

“Assumed Liabilities” has the meaning set out in section 3.2;

“Assumption Agreement” has the meaning given in section 14.12;

“Books and Records” means all personnel records, inspection records, financial records, and other records, books, documents and databases recorded or stored by means of any device, including in electronic form, as are in the possession or under the control of the Debtors, that in any way relate to the Purchased Assets and/or used in the Business operated by the Debtors from its locations in Charlottetown, PEI including, without limitation, the Installed Base, outstanding quotations, brochures, marketing and exhibition materials, photos, archives, client and supplier databases, software licenses, computer (network) systems, computer hardware, models, calculations, designs, drawings, engineering drawings, technologies, systems, research and development results, documentation, certificates, certifications, registrations, operating and other permits, permissions and consents for carrying on its business, engineering documentation, technical papers, licenses, maintenance reports of installations and cranes. For greater certainty, **“Books and Records”** shall include all above-mentioned Books and Records relating to NSI including all engineering drawings, engineering documentation and technical papers relating to all Installed Base.

“Business” means the business carried on by the Debtors including by the Receiver during the receivership that is the subject of the Receivership Order;

“Business Day” means a day on which banks are open for business in the City of Charlottetown, PEI, but does not include a Saturday, Sunday or statutory holiday in the Province of PEI;

“Claims” means any and all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including solicitor and client costs and disbursements, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing, related to the Debtors or the Property or the Real Properties, and **“Claim”** means any one of them;

“Closing” means the successful completion of the Transaction;

“Closing Date” means the date that is the later of: (i) the first Business Day following the date that is 10 calendar days following the date on which the Approval and Vesting Order is granted; (ii) the first Business Day following the date on which any appeals or motions to set aside or vary the Approval and Vesting Order have been finally determined; and (iii) the date on which all of the conditions of closing set forth in ARTICLE 7 have been satisfied or waived in accordance with the provisions therein; or (iv) any other date following the date the Approval and Vesting Order is granted that the Parties may agree to;

“Closing Time” means 12:01 a.m. (Charlottetown time) on the Closing Date or such other time as agreed in writing by the Parties;

“Consents and Approvals” means the consents and approvals of all relevant third parties;

“Contracts” means, including the Real Property Lease, all of the contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements and engagements to which the Debtors are a party and which are listed on **Schedule “C”** hereto;

“Court” has the meaning set out in the recitals hereof;

“Debtors” has the meaning set out in the recitals hereof;

“Deposit” has the meaning given in section 4.2;

“Employee” means individuals employed by the Receiver, on a full-time, part-time or temporary basis, and **“Employees”** means every Employee;

“Encumbrances” means all liens, charges, security interests, pledges, leases, offers to lease, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever;

“Environmental Law” means any Applicable Law relating to the natural or indoor environment including those pertaining to (i) reporting, licensing, permitting, investigating, remediating or controlling the presence or Release or threatened Release of Hazardous Substances, or (ii) the use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including, for greater certainty, any such Applicable Law pertaining to occupational health and safety;

“Equipment” means the machinery and equipment, tools and dies, office equipment, computer equipment, vehicles, websites and lease hold improvements owned by the Debtors located at the Hillstrom Real Property and the McCarville Real Property including any of the foregoing that are listed in **Schedule “D”** hereto, and which are sold on an “As is/Where is” basis;

“ETA” means the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended;

“Excluded Assets” means the Debtors’ rights, title and interests in and to the following:

- (a) original tax records and books and records pertaining thereto, minute books, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance and existence of the Debtors that do not relate in any way to any of the Purchased Assets;
- (b) the cash and cash equivalents, short-term investments, bank account balances, bank deposits, including any deposits posted in respect of letters of credit, and petty cash of the Debtors;
- (c) any Claim of the Debtors to a reimbursement under any insurance policy applicable to the Debtors, together with any claim or demand which the Receiver or any secured creditor has or may have in and to any funds held in escrow by

Koffman Kalef LLP pursuant to a certain Escrow Agreement dated as of September 30, 2016;

- (d) the dispute and/or litigation between the Debtors and the previous owner of NSI;
- (e) the benefit of any refundable Taxes payable or paid by the Debtors in respect of the Purchased Assets and applicable to the period prior to the Closing Date net of any amounts withheld by any taxing authority, and any claim or right of the Debtors to any refund, rebate, or credit of Taxes for the period prior to the Closing Date;
- (f) any other contracts to which the Debtors are a party and which are not listed on **Schedule “C”** hereto including all contracts relating to any Acquired Works-in-Progress;
- (g) the assets and Inventories used in the business conducted by Atlantic Systems Manufacturing (2016) Ltd.;
- (h) the NSI Abbotsford Inventories;
- (i) the Excluded Works-in-Progress;
- (j) the NSI Machinery and Equipment; and
- (k) any accounts receivable not included on **Schedule “E”** or **Schedule “T”**

“Excluded Liabilities” has the meaning given in section 3.4;

“Excluded Works-in-Progress” means the projects listed on **Schedule “F”** hereto;

“Governmental Authority” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law or regulation-making organizations or entities: (a) having or purporting to have jurisdiction on behalf of any nation, province, republic, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

“Hazardous Substance” means any substance, material or emission whose storage, handling, use, transportation or Release is prohibited, controlled or regulated by any Governmental Authorities having jurisdiction pursuant to Environmental Laws, including any contaminant or pollutant as defined in the *Environmental Protection Act* (Prince Edward Island);

“Hillstrom Real Property” means the real property municipally known as 54 Hillstrom Avenue, Charlottetown, PEI and described legally in PID No. 565945 owned by DME General Partner Inc.;

“HST” means harmonized sales tax imposed under Part IX of the ETA;

“Indemnitees” has the meaning given in section 3.2(2);

“Installed Base” means all of the industrial process equipment that have been sold by the Debtors to customers of the Business and are in use by customers of the Business;

“Intellectual Property” means domestic and foreign intellectual property rights including: (a) proprietary and non-public business information, including inventions (whether or not patentable), disclosures, improvements, trademarks, service marks, trade names, business names, corporate names, slogans, logos, trade dress, website names, internet domain names and other similar designations of source or origin, together with all goodwill, registrations, applications, renewals and extensions related to the foregoing; (b) patents, utility, models and industrial design registrations or applications (including any continuations, divisionals, continuations-in-part, provisionals, renewals, reissues, re-examinations, substitutions, extensions and applications for any of the foregoing); (c) copyrights, copyrightable subject matter and moral rights (including any registrations, applications, renewals, extensions and reversions for any of the foregoing); (d) mask works rights, mask work registrations and applications for mask work registrations; (e) trade secrets and other confidential information, know-how, technology, proprietary processes, formulae, inventions, compositions, techniques, business methods, technical data and information, procedures, databases, algorithms, models, methodologies, customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals; and (f) computer programs, including any and all software implementation of algorithms, models and methodologies (whether in source code, object code or other form), databases, compilations, descriptions, flow-charts and other work product to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and all documentation, including user manuals and other training documentation, related to any of the foregoing; in each of the foregoing subsections (a) through (f) used in, held for use or necessary for the conduct of the Business of any of the Debtors or any division of the Debtors (including, without limitation, NSI), as currently conducted or contemplated to be conducted, whether such Intellectual Property is owned by the Debtors or any division of the Debtors (including, without limitation, NSI) or any other Person, including, without limitation, the Intellectual Property listed in **Schedule “H”**;

“Interim Period” means the period from and including the date of this Agreement to and including the Closing Date;

“Inventories” means all inventories owned by and in possession of the Debtors including all finished goods, raw materials, packaging, supplies and parts and any of the foregoing listed on **Schedule “G”** including all such aforementioned items used in the business of NSI and located in Loris, S.C., but excluding the NSI Abbotsford Inventories, the whole of which are sold on an “As is/Where is” basis;

“IRAC Approval” means the receipt by the Purchaser of any necessary approvals in respect of the acquisition by the Purchaser of the Hillstrom Real Property and the McCarville Real Property pursuant to the terms of this Agreement as may be required from the Island Regulatory and Appeals Commission and Executive Council of Prince Edward Island in accordance with the provisions of the *Prince Edward Island Lands Protection Act*, in form and substance satisfactory to the Purchaser;

“**ITA**” means the *Income Tax Act*, R.S.C. 1985, c.1, as amended;

“**Liabilities**” means all costs, expenses, charges, debts, liabilities, commitments and obligations of any nature or kind, whether accrued or fixed, actual, absolute, contingent, latent or otherwise, matured or unmatured or determined or undeterminable, including those arising under any Applicable Law, Claim or Encumbrance and those arising under any contract or undertaking or otherwise, including any tax liability or tort liability of the Debtors;

“**McCarville Real Property**” means the real property municipally known as 38 McCarville Street, Charlottetown, PEI and described legally in PID No. 518118 owned by DME General Partner Inc.;

“**Notice**” has the meaning given in section 14.4;

“**NSI**” means the business that previously operated under the names “Newlands Systems” and/or “NSI” primarily located in Abbotsford, B.C. and Loris, S.C., as a separate division of the Debtors’ operations;

“**NSI Abbotsford Inventories**” means the Inventories used in the business of NSI and located in Abbotsford, B.C.;

“**NSI Machinery and Equipment**” means the machinery and equipment owned by the Debtors and used in the business conducted by NSI at its location in Loris, S.C. and Abbotsford, B.C.;

“**Parties**” means the Receiver and the Purchaser;

“**PEI**” means the Province of Prince Edward Island;

“**Permits**” means all the authorizations, registrations, permits, certificates of approval, approvals, consents, commitments, rights or privileges issued, granted or required by any Governmental Authority in respect of the Purchased Assets and required to operate the Business;

“**Permitted Encumbrances**” means all those Encumbrances described in **Schedule “B”** hereto;

“**Person**” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;

“**Property**” has the meaning set out in the recitals hereof;

“**Purchase Price**” has the meaning set out in section 4.1;

“**Purchase Price Adjustment**” means the adjustment to be made to the Purchase Price as calculated and finally determined in accordance with sections 4.5;

“Purchased Assets” means all of the Debtors’ rights, title and interests in and to the Property other than the Excluded Assets and the Excluded Liabilities, which Purchased Assets include the Debtors’ rights, title and interests, if any, in and to the following:

- (a) the full benefit of all prepaid expenses and all deposits with any Person, public utility or Governmental Authority relating to the Real Properties or the Purchased Assets (including in respect of the Acquired Works-in-Progress);
- (b) the Real Properties;
- (c) the Equipment;
- (d) all fixed machinery and fixed equipment situate on or forming part of any of the Real Properties, other than the Equipment;
- (e) the Inventories;
- (f) the Contracts, but only to the extent transferable to the Purchaser or the Purchaser’s permitted assignees;
- (g) the Installed Base including any and all customer lists, engineering drawings and reference lists of delivered projects;
- (h) the Books and Records;
- (i) the Real Property Lease;
- (j) any Permits, required to carry-on the Business including, without limitation, the Required Permits, in each case on terms satisfactory to Purchaser; but only to the extent transferable to the Purchaser or the Purchaser’s permitted assignees;
- (k) all Warranty Rights, relating to the Equipment and the Purchased Assets used in connection with the Business;
- (l) all Intellectual Property of the Business associated with the Debtors brand, the NSI brand, the Business and used in the operation of the Business;
- (m) the Acquired Works-in-Progress; and
- (n) Accounts Receivables,

but excluding, for greater certainty, in each and every case the Excluded Assets;

“Purchaser” means CIMC Enric Tank and Process Ltd., a corporation duly formed and validly subsisting under the laws of British Columbia;

“Real Properties” means, together, the Hillstrom Real Property and the McCarville Real Property;

“Real Property Lease” means that certain lease agreement between DME Limited Partnership and FINANCEPEI dated December 1, 2015 in respect of PID# 469726 situated, lying and being at Hillstrom avenue, lot or township no. 63 in Queens County, PEI;

“Receiver” has the meaning set out in the recitals hereof;

“Receiver’s Certificate” means a certificate signed by the Receiver substantially in the form attached as Schedule A to the Approval and Vesting Order confirming that: (i) the Purchaser has paid, and the Receiver has received payment of, the Purchase Price in relation to the purchase by the Purchaser of the Purchased Assets, and (ii) the conditions to be complied with at or prior to Closing as set out in sections 7.1 and 7.3, respectively, have been satisfied or waived by the Receiver or the Purchaser, as applicable;

“Receivership Order” has the meaning set out in the recitals hereof;

“Release” means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;

“Required Permits” means, collectively, any Permits required under the Mechanical Contractor’s License-Boiler and Pressure Vessels Act, Province of PEI, ASME Certificate of Authorization, National Board of Boiler and Pressure Vessel Inspectors-Certificate of Authorization to Register and CSA B51/CRN Registration of Pressure Vessel and Pressure Piping;

“Rights” has the meaning given in section 3.1(3), but only has such meaning in such section;

“Sale Process” means the marketing process approved by the Receivership Order;

“Taxes” means all taxes, HST, land transfer taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, excise, real property and personal property taxes, and any related interest, fines and penalties, imposed by any Governmental Authority, and whether disputed or not;

“Third Party” has the meaning given in section 3.1(3);

“Transaction” means the transaction of purchase and sale contemplated by this Agreement;

“Transition Date” has the meaning given in section 10.1(2);

“Transition Period” has the meaning given in section 10.1(2);

“Transfer Taxes” has the meaning given in section 5.3(1); and

“Warranty Rights” means the full benefit of all warranties, warranty rights, performance bonds and indemnities (implied, express or otherwise) of the Debtors against manufacturers,

contractors or any other Person which apply to the Property, but only to the extent that the same are capable of being assigned.

ARTICLE 2 SCHEDULES

2.1 Schedules.

The following schedules are incorporated in and form part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule A	Approval and Vesting Order
Schedule B	Permitted Encumbrances
Schedule C	Contracts
Schedule D	Equipment
Schedule E	Acquired Works-in-Progress
Schedule F	Excluded Works-in-Progress
Schedule G	Inventories
Schedule H	Intellectual Property
Schedule I	Accounts Receivable

ARTICLE 3 AGREEMENT TO PURCHASE

3.1 Purchase and Sale of Purchased Assets.

- (1) Relying on the representations and warranties herein, and subject to article 6 herein, the Receiver hereby agrees to sell, assign, convey and transfer to the Purchaser, and the Purchaser hereby agrees to purchase, all right, title and interest of the Debtors in and to the Purchased Assets, free and clear of all Encumbrances other than the Permitted Encumbrances.
- (2) Subject to the Closing, the Receiver hereby remises, releases and forever discharges to, and in favour of, the Purchaser, all its rights, claims and demands whatsoever in the Purchased Assets.
- (3) Except as otherwise specifically stated in this Agreement, this Agreement or any document delivered in connection with this Agreement shall not constitute an assignment of any rights, benefits or remedies (in this section 3.1(3), collectively, the “**Rights**”) under any Permits or Consents and Approvals (collectively, the “**Assignable Assets**”) that form part of the Purchased Assets and which are not assignable by the Receiver to the Purchaser without the required consent of the other party or parties thereto (collectively, the “**Third Party**”). To the extent any such consent is required and not obtained by the Receiver prior to the Closing Date, then, to the extent permitted by Applicable Law:

- (a) the Receiver will, at the request, direction and cost of the Purchaser which shall include all cure obligations and costs, acting reasonably, assist the Purchaser, in a timely manner and on a commercially reasonable best-efforts basis, in applying for and obtaining all consents or approvals required under the Assignable Assets in a form satisfactory to the Receiver and the Purchaser, and take such actions and do such things as may be reasonably and lawfully designed to attempt to provide the benefits of the Assignable Assets to the Purchaser, including holding those Assignable Assets in trust for the benefit of the Purchaser or acting as agent for the Purchaser pending such assignment and allowing the Purchaser to have the benefit and right to use such Assignable Assets as if the Purchaser had acquired such Assignable Assets;
- (b) the Receiver will only deal with or make use of such Rights in accordance with the directions of the Purchaser; and
- (c) in the event that the Receiver receives funds with respect to those Assignable Assets, the Receiver will promptly pay over to the Purchaser all such funds collected by the Receiver, net of any outstanding costs provided in subsection (a) above.

3.2 Assumption of Liabilities.

- (1) At the Closing Time, the Purchaser will assume and thereafter fulfil, perform and discharge when due the following Liabilities of the Debtors outstanding as at the Closing Date (collectively, the “**Assumed Liabilities**”):
 - (a) all Liabilities arising from or in connection with the Contracts from and after the Closing Date;
 - (b) all Liabilities arising from or in connection with any Taxes for which the Purchaser is responsible pursuant to article 5 and any Permitted Encumbrances from and after the Closing Date; and
 - (c) all Liabilities relating to or arising from the Purchased Assets under Environmental Laws from and after the Closing Date including, without limitation, any costs and expenses associated with any Acquired Works-in-Progress, however excluding the customer contracts related thereto, from and after the Closing Time required to be carried out in order to comply with any Environmental Laws.
- (2) In addition to any other provision for indemnification by the Purchaser contained in this Agreement, the Purchaser will, from and after the Closing Date, indemnify and save harmless the Receiver on its own behalf and as trustee for its Affiliates and their current and former directors and officers, employees, agents, advisors and representatives (including the Receiver) (collectively, the “**Indemnitees**”) from and against all Claims asserted against any of the Indemnitees in any way directly or indirectly arising from, relating to or in connection with any of the Assumed Liabilities.

3.3 Excluded Assets.

Notwithstanding anything else in this Agreement, the Purchased Assets shall not include the Excluded Assets.

3.4 Excluded Liabilities.

Save and except for the Assumed Liabilities, the Purchaser is not assuming, and shall not be deemed to have assumed any Liabilities of the Debtors or the Receiver or of any other Person, whether known or unknown, fixed or contingent or otherwise, including any debts, obligations, sureties, positive or negative covenants or other liabilities directly or indirectly arising out of or resulting from the conduct or operation of the Business or the Real Properties or the Debtors' ownership or interest therein, whether pursuant to this Agreement or as a result of the Transaction (collectively, the "**Excluded Liabilities**"). For greater certainty, the Excluded Liabilities shall include, but not be limited to, the following:

- (a) any Liabilities of the Debtors or the Receiver arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other documents necessary to give effect to the Transaction and the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisers and others;
- (b) except as otherwise agreed in this Agreement, all Taxes payable by the Debtors arising with respect to any period prior to the Closing Date and all Taxes payable relating to any matters or assets other than the Purchased Assets arising with respect to the period from and after the Closing Date;
- (c) any Liabilities associated with the Accounts Payable of the Debtors;
- (d) any Liabilities resulting from an Encumbrance that is not a Permitted Encumbrance;
- (e) any Liabilities associated with any of the Excluded Assets;
- (f) any Liabilities in respect to Claims arising from or in relation to any facts, circumstances, events or occurrences existing or arising prior to the Closing Date;
- (g) any product Liability or similar claim for injury to a Person or property which arises out of or is based upon any express or implied representation, warranty, agreement or guarantee made by the Debtors or the Receiver, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by the Debtors or the Receiver;
- (h) any recall, design defect or similar claims of any products manufactured or sold or any service performed by the Debtors or the Receiver;

- (i) any Liabilities of the Debtors or the Receiver in respect of the Employees to the extent that such Liabilities are based on facts, circumstances or events that arise on or before the Closing on the Closing Date and any Liabilities of the Debtors or the Receiver in respect of other Employees of the Debtors or the Receiver including all severance payments, damages for wrongful dismissal and all related costs in respect of the termination by the Debtors or the Receiver of the employment of any Employee;
- (j) any Claims or Liabilities under or relating to Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or before the Closing or otherwise to the extent arising out of any actions or omissions of the Debtors or the Receiver;
- (k) any trade accounts payable of the Debtors or the Receiver (i) which constitute intercompany payables owing to Affiliates of the Debtors or the Receiver, as the case may be; (ii) which constitute debt, loans or credit facilities to financial institutions; or (iii) which did not arise in the ordinary course of business;
- (l) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by the Business' customers to the Debtors or the Receiver on or before the Closing; (ii) did not arise in the ordinary course of business; or (iii) are not validly and effectively assigned to the Purchaser under this Agreement;
- (m) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of the Debtors or the Receiver (including with respect to any breach of obligations by any such Person);
- (n) any Liabilities under any contracts to which the Debtors or the Receiver are a party in respect of the Business and are not included as part of the Purchased Assets, or any other contracts (i) which are not validly and effectively assigned to the Purchaser under this Agreement; (ii) which do not conform to the representations and warranties with respect thereto contained in this Agreement; or (iii) to the extent such Liabilities arise out of or relate to a breach by the Debtors or the Receiver of such contracts before Closing;
- (o) any Liabilities associated with or relating to any Acquired Works-in-Progress or any obligations under any contracts relating to any Acquired Works-in-Progress;
- (p) any Liabilities associated with or relating to any Accounts Receivable or any obligations under any contracts relating to any Accounts Receivable;
- (q) any Liabilities associated with debt, loans or credit facilities of the Debtors or the Receiver or the Business owing to financial institutions;

- (r) any Liabilities arising out of, in respect of or in connection with the failure by the Debtors or the Receiver or any of their respective Affiliates to comply with any Applicable Law or any order or ruling of any Governmental Authority; and
- (s) any Liabilities relating to the lease for the trailer located on the property to which the Real Property Lease relates.

ARTICLE 4

PURCHASE PRICE AND SATISFACTION OF PURCHASE PRICE

4.1 Purchase Price.

Subject to the adjustments provided for in section 4.5, the purchase price for the Purchased Assets shall be the aggregate of FIVE MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$5,250,000.00) (the “**Purchase Price**”).

4.2 Deposit.

- (1) Within 3 Business Days of execution of this Agreement by the Receiver as indicated on the last page of this Agreement, the Purchaser shall pay the Receiver a deposit by certified cheque or wire transfer of FIVE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$525,000.00) (the “**Deposit**”), which Deposit shall be held in accordance with the provisions of this Agreement pending completion or other termination of this Agreement and shall be applied against and towards the Purchase Price due on the completion of the Transaction on the Closing Date.
- (2) The Parties agree that the Receiver shall cause the Deposit to be placed in an interest bearing account, which Deposit and interest shall accrue to the benefit of the Purchaser from the date of this Agreement until the Closing Date or other termination of this Agreement and shall be credited to the Purchaser on the Closing Date.

4.3 Satisfaction of Purchase Price.

Subject to the adjustments provided for in section 4.5 and subject to article 6 herein, the Purchaser shall indefeasibly pay and satisfy the Purchase Price as follows:

- (a) the Deposit, and any interest accrued thereon, shall be applied against the Purchase Price; and
- (b) the remainder of the Purchase Price, being the net amount owing after deducting the Deposit, shall be paid by the Purchaser to the Receiver on Closing.

4.4 Allocation of Purchase Price.

The Parties, acting reasonably and in good faith, covenant to use best efforts to agree to allocate the Purchase Price amongst the Purchased Assets in a mutually agreeable manner on or prior to the Closing Time, provided that failure of the Parties to agree upon an allocation shall not result in the termination of this Agreement but rather shall result in the nullity of the

application of this section of the Agreement such that each Party shall be free to make its own reasonable allocation.

4.5 Adjustment of Purchase Price.

- (1) The Purchase Price shall be adjusted as of the Closing Time in a manner and amount to be agreed upon by the Parties, acting reasonably, for any property taxes (including interest thereon), utilities and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a receivership sale. The Receiver shall prepare a statement of adjustments and deliver same with all supporting documentation to the Purchaser for its approval by no later than the Closing Date. If the amount of any adjustments required to be made pursuant to this Agreement cannot be reasonably determined as of the Closing Date, an estimate shall be agreed upon by the Parties as of the Closing Date based upon the best information available to the Parties at such time, each Party acting reasonably, and such estimate shall serve as a final determination.
- (2) Other than as provided for in this section 4.5, there shall be no adjustments to the Purchase Price.
- (3) Any payments made pursuant to this section 4.5 shall be treated as an adjustment to the Purchase Price by the Parties for Tax purposes, unless otherwise required by Applicable Law.

ARTICLE 5 TAXES

5.1 Elections.

The Receiver and the Purchaser will on or before the Closing Time jointly execute an election (if applicable), in the prescribed form and containing the prescribed information, to have subsection 167(1.1) of the ETA apply to the sale and purchase of the Purchased Assets hereunder so that no HST is payable by the Purchaser in respect of such sale and purchase. The Purchaser will file such election with the Minister of National Revenue within the time prescribed by the ETA. The Receiver and the Purchaser will, as soon as possible after the Closing Date, jointly execute an election under section 22 of the ITA with respect to the sale of the Accounts Receivable and shall designate therein the portion of the Purchase Price allocated to the Accounts Receivable pursuant to section 4.4 as consideration paid by Purchaser for the Accounts Receivable. The Receiver and the Purchaser shall each file such elections forthwith after the execution thereof (and, in any event, with their respective Tax returns for the taxation year in which the Closing Date occurs).

5.2 Property Taxes.

The Purchaser shall be liable for all applicable property Taxes payable under any Applicable Law on and after the Closing Time.

5.3 Transfer Taxes.

- (1) The Purchaser will be liable for and, subject to section 5.1, will pay, or will cause to be paid, all transfer, value added, *ad-valorem*, excise, sales, use, consumption, goods or services, harmonized sales, retail sales, land transfer tax, social services, or other similar taxes or duties (collectively, “**Transfer Taxes**”) payable under any Applicable Law on or with respect to the sale and purchase of the Purchased Assets under this Agreement. The Purchaser will prepare and file any affidavits or returns required in connection with the foregoing at its own cost and expense.
- (2) The Purchaser shall indemnify and save harmless the Receiver and its employees, advisors and agents from all Claims incurred, suffered or sustained as a result of a failure by the Purchaser:
 - (a) to pay any Transfer Taxes payable by the Purchaser; and/or
 - (b) to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Purchased Assets.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing and Closing Procedure.

Closing shall take place at the Closing Time on the Closing Date at the offices of the Receiver’s lawyers, Cox & Palmer, located in Charlottetown, PEI, or at such other time or at such other place as the Parties may agree in writing.

6.2 Tender.

Any tender of documents or money under this Agreement may be made upon the Parties or their respective lawyers, and money shall be tendered by wire transfer of immediately available funds to the account specified by the receiving Party.

6.3 Receiver’s Closing Deliverables.

The Receiver covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date as expressly provided herein:

- (1) a copy of the issued and entered Approval and Vesting Order and the attached Receiver’s Certificate;
- (2) a statement of adjustments prepared in accordance with section 4.5 hereof;
- (3) an acknowledgement, dated as of the Closing Date, that each of the conditions in section 7.1 hereof has been fulfilled, performed or waived as of the Closing Time;

- (4) an assignment and assumption agreement for all Warranty Rights, Permits and Consents and Approvals pertaining to the Purchased Assets (to the extent assignable) relating to the period from and after the Closing Date, and to the extent not assignable, an agreement to hold same in trust for the Purchaser;
- (5) a certificate from the Receiver, dated as of the Closing Date, certifying:
 - (a) that the Receiver has not been served with any notice of appeal with respect to the Approval and Vesting Order or any notice of any application, motion or proceedings seeking to set aside or vary the Approval and Vesting Order or to enjoin, restrict or prohibit the Transaction; and
 - (b) that the representations and warranties of the Receiver in this Agreement are true and correct in all material respects as of the Closing Time and that the obligations of the Receiver to be performed prior to the Closing Time have been performed in all material respects;
- (6) if available, the tax election as contemplated by section 5.1 executed by the Receiver;
- (7) a bill of sale, duly executed by the Receiver, if necessary; and
- (8) such further documentation relating to the completion of the Transaction as shall be otherwise referred to herein or required by the Purchaser, acting reasonably, Applicable Law or any Government Authority.

6.4 Purchaser's Closing Deliverables.

The Purchaser covenants to execute, where applicable, and deliver the following to the Receiver at Closing or on such other date as expressly provided herein:

- (1) the indefeasible payment and satisfaction in full of the Purchase Price in accordance with section 4.3 hereof;
- (2) an acknowledgement, dated as of the Closing Date, that each of the conditions in section 7.3 hereof has been fulfilled, performed or waived as of the Closing Time;
- (3) if available, the tax election as contemplated by section 5.1 executed by the Purchaser;
- (4) an assignment and assumption agreement for all Warranty Rights, Permits, Consents and Approvals pertaining to the Property (to the extent assignable) relating to the period from and after the Closing Date, and to the extent not assignable, an agreement to hold same in trust for the Purchaser;
- (5) a certificate executed by a senior officer of the Purchaser confirming that the representations and warranties of the Purchaser in this Agreement are true and correct in all material respects as of the Closing Time and that the obligations of the Purchaser to be performed prior to the Closing Time have been performed in all material respects;

- (6) consent of the landlord for the assignment of the Real Property Lease;
- (7) if necessary, payment or evidence of payment of HST applicable to the Purchased Assets or, if applicable, appropriate tax exemption certificates with respect to HST in accordance with article 5 hereof; and
- (8) such further documentation relating to the completion of the Transaction as shall be otherwise referred to herein or required by the Receiver, acting reasonably, Applicable Law or any Government Authority.

6.5 Receiver's Certificate.

Upon receipt of written confirmation from the Purchaser that all of the conditions contained in section 7.3 have been satisfied or waived by the Purchaser, and upon satisfaction or waiver by the Receiver of all of the conditions contained in section 7.1, the Receiver shall forthwith deliver to the Purchaser the Receiver's Certificate, and shall file same with the Court.

6.6 Confidentiality.

Both prior to the Closing Date and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason thereafter:

- (1) the Purchaser will not disclose to anyone or use for its own or for any purpose other than the purpose contemplated by this Agreement any confidential information concerning the Debtors or the operations obtained by the Purchaser pursuant hereto, and will hold all such information in the strictest confidence and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason, will return or destroy all documents, records and all other information or data relating to the Debtors or to the operations which the Purchaser obtained pursuant to this Agreement;
- (2) the Receiver will not disclose to anyone or use for its own or for any purpose other than the purpose contemplated by this Agreement any confidential information concerning the Purchaser or its Affiliates or their respective operations obtained by the Receiver, and will hold all such information in the strictest confidence and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason, will return or destroy all documents, records and all other information or data relating to the Purchaser or its Affiliates or their respective operations which the Receiver obtained pursuant to this Agreement or in connection with the Transactions contemplated by this Agreement; and
- (3) the Receiver will not disclose the terms of the Transaction including the Purchase Price to any Person (other than the Purchaser and the Debtors), and will hold all such information in the strictest confidence.
- (4) Nothing herein shall prevent or restrict the Receiver from reporting on the Transaction to the Royal Bank of Canada as senior secured lender of the Debtors or to the Court as may be required or desirable.

ARTICLE 7

CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions in Favour of the Receiver.

The obligation of the Receiver to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or before the Closing Date:

- (1) all of the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects on the Closing Date;
- (2) all of the covenants of the Purchaser contained in this Agreement to be performed on or before the Closing Date shall have been duly performed by the Purchaser;
- (3) the Purchaser shall have complied with all of the terms contained in this Agreement applicable to the Purchaser prior to the Closing Date;
- (4) there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (5) the Approval and Vesting Order will have been granted by the Court and such order will not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom).

7.2 Conditions in Favour of Receiver Not Fulfilled.

If any of the conditions contained in section 7.1 hereof is not fulfilled on or prior to the Closing Date and such non-fulfillment is not directly or indirectly as a result of any action or omission of the Receiver, then the Receiver may, at its sole discretion, and without limiting any rights or remedies available to it at law or in equity:

- (a) terminate this Agreement by notice to the Purchaser, in which event the Receiver shall be released from its obligations under this Agreement to complete the Transaction; or
- (b) waive compliance with any such condition without prejudice to the right of termination in respect of the non-fulfillment of any other condition.

7.3 Conditions in Favour of the Purchaser.

The obligation of the Purchaser to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or before the Closing Date:

- (1) all of the representations and warranties of the Receiver contained in this Agreement shall be true and correct in all material respects on the Closing Date;

- (2) all of the covenants of the Receiver contained in this Agreement to be performed on or before the Closing Date shall have been duly performed by the Receiver;
- (3) the Receiver shall have complied with all of the terms contained in this Agreement applicable to the Receiver prior to the Closing Date;
- (4) to the best of the Receiver's knowledge, there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper;
- (5) the Approval and Vesting Order will have been granted by the Court in form and substance acceptable to the Purchaser, after a motion, in form and substance acceptable to the Purchaser, served on those persons as requested by the Purchaser and such order will not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom);
- (6) the Real Property Lease shall have been assigned to the Purchaser or alternative arrangements satisfactory to the Purchaser shall have been entered into with the applicable landlord at the Closing Time or alternative arrangements satisfactory to the Purchaser shall have been entered into with the applicable landlord at the Closing Time, provided that the Purchaser shall have no obligation to pay any amounts, or assume any Liabilities under such Real Property Lease until from and after the Closing Date;
- (7) the receipt by the Purchaser of the Required Permits or the right of the Purchaser to have the benefit and right to use such Required Permits as if the Purchaser had acquired such Required Permits or the ability of the Purchaser to operate through the Receiver those aspects of the Business that require such Permits to be in place, in each case on terms satisfactory to the Purchaser;
- (8) the Receiver shall have disclaimed that certain lease agreement dated September 1, 2017 between DME Limited Partnership and 101711 PEI Inc. in respect of the property located at 22 McCarville Street, Charlottetown, PEI (the "**22 McCarville Property**") and any Equipment and Inventories that were located at the 22 McCarville Property shall have been removed from such property and re-located by the Receiver to either the Hillstrom Real Property or the McCarville Real Property; and
- (9) the IRAC Approval shall have been delivered to the Purchaser.

7.4 Conditions in Favour of Purchaser Not Fulfilled.

If any of the conditions contained in section 7.3 hereof is not fulfilled on or prior to the Closing Date and such non-fulfillment is not directly or indirectly as a result of any action or omission of the Purchaser, then the Purchaser may, in its sole discretion and without limiting its rights or remedies available at law or in equity:

- (a) terminate this Agreement by notice to the Receiver, in which event the Purchaser and the Receiver shall be released from their obligations under this Agreement to complete the Transaction; or
- (b) waive compliance with any such condition without prejudice to the right of termination in respect of the non-fulfillment of any other condition.

ARTICLE 8 REPRESENTATIONS & WARRANTIES OF THE RECEIVER

The Receiver represents and warrants to the Purchaser as follows, with the knowledge and expectation that the Purchaser is placing complete reliance thereon and, but for such representations and warranties, the Purchaser would not have entered into this Agreement:

- (1) the Receiver has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary action on the part of the Receiver, subject to the Approval and Vesting Order. This Agreement is a valid and binding obligation of the Receiver enforceable in accordance with its terms;
- (2) the Receiver has been duly appointed by the Court, with the full right, power and authority to enter into this Agreement, perform its obligations hereunder and convey all right, title and interest of the Debtors in and to the Purchased Assets;
- (3) the Receiver is not a non-resident of Canada for the purposes of the ITA;

ARTICLE 9 REPRESENTATIONS & WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Receiver as follows, with the knowledge and expectation that the Receiver is placing complete reliance thereon and, but for such representations and warranties, the Receiver would not have entered into this Agreement:

- (1) the Purchaser is a corporation duly formed and validly subsisting under the laws of the province of British Columbia;
- (2) the Purchaser has all necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. Neither the execution of this Agreement nor the performance by the Purchaser of the Transaction will violate the Purchaser's constating documents, any agreement to which the Purchaser is bound, any judgment or order of a court of competent jurisdiction or any Government Authority, or any Applicable Law. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement is a valid and binding obligation of the Purchaser enforceable in accordance with its terms;

- (3) there are no orders of or proceedings before or pending before any Governmental Authorities, or threatened to be brought by or before any Governmental Authorities by or against the Purchaser affecting the legality, validity or enforceability of this Agreement or the consummation of the transactions contemplated hereby by the Purchaser;
- (4) except for the IRAC Approval, no authorizations, consents or approvals of, or filing with or notice to, any Governmental Authorities is required in connection with the execution, delivery or performance of this Agreement;
- (5) except for the Approval and Vesting Order, no consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Governmental Authorities is required in connection with the execution and delivery by the Purchaser of this Agreement;
- (6) the Purchaser will have at the Closing Time sufficient funding to enable the Purchaser to consummate the purchase of the Purchased Assets on the terms set forth herein and otherwise to perform all of the Purchaser's obligations under this Agreement;
- (7) the Purchaser is registered under Part IX of the *Excise Tax Act* (Canada) with registration number that will be provided within one (1) Business Day of the date hereof;
- (8) the Purchaser is not a non-resident of Canada within the meaning of the ITA; and
- (9) the Purchaser is or will be a registrant under Part IX of the ETA on the Closing Date.

ARTICLE 10 COVENANTS

10.1 Mutual Covenants.

- (1) Subject to article 6 hereof, each of the Parties hereby covenants and agrees that, from the date hereof until Closing, each shall take all such actions as are necessary to have the Transaction approved by the Court pursuant to the Approval and Vesting Order on substantially the same terms and conditions as are contained in this Agreement, and to take all commercially reasonable actions as are within its power to control, and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with each of the conditions set forth in article 7 hereof.
- (2) If the Closing has not occurred solely because the condition set forth in Section 7.3(9) not being met prior to 12:01 a.m. (Charlottetown time) on March 5, 2019 (the "**Transition Date**"), the Receiver covenants and agrees that it will, at its own cost and expense but subject to the provisions of this Section 10.1(2), continue to perform all of its covenants as set forth in Section 10.2 from and after the Transition Date to the Closing (the "**Transition Period**") including, without limitation, to conduct the Business in the ordinary course in a manner consistent with the manner it has been

conducted since the date of the Receivership Order. In respect of the operation by the Receiver of the Business during such Transition Period, the Parties agree that they shall, prior to the Transition Date and on a weekly basis thereafter, work in good faith to: (a) establish a weekly cash flow budget to fund the operation of the Business during the Transition Period and (b) agree on any changes to the operations of the Business and/or Properties to maintain profits and/or minimize losses during the Transition Period. Upon Closing, the Purchaser shall reimburse the Receiver for all monies expended by the Receiver as set forth in the agreed-upon cash flow budget for the Transition Period during which the Receiver was operating the Business. The Parties further covenant and agree that any monies received by the Receiver or the Business in respect of the Acquired Works-in-Progress and/or the Accounts Receivable from and after the date of this Agreement, including any monies received by the Receiver or the Business in respect of the Acquired Works-in-Progress and/or the Accounts Receivable during the Transition Period, shall be for the account of the Purchaser, provided that the Closing is completed. For greater certainty, if Closing is delayed beyond 12:01 a.m. (Charlottetown time) on March 5, 2019, by reason of any event other than the condition set forth in Section 7.3(9) not being met, nothing herein shall affect or fetter the Receiver's discretion in the operation of the Business.

10.2 Receiver Covenants.

- (1) The Receiver hereby covenants and agrees that, from the date hereof until Closing, it shall take all such actions as are necessary to provide to the Purchaser all necessary information in respect of the Debtors and the Purchased Assets reasonably required to complete the applicable tax elections in accordance with section 5.1 hereof and to execute all necessary forms related thereto.
- (2) The Receiver shall file with the Court, as soon as practicable after its execution and delivery of this Agreement, a motion seeking the Court's issuance of the Approval and Vesting Order.
- (3) From and after the date of this Agreement until the Closing Date, the Receiver, at its sole cost and expense, shall:
 - (a) conduct the Business in the ordinary course in a manner consistent with the manner it has been conducted since the date of the Receivership Order;
 - (b) maintain the Properties and the Purchased Assets in good working condition (normal wear and tear excepted);
 - (c) use its best efforts to maintain the Business and customers, assets and operations as an ongoing concern in accordance with past practice or the Receiver;
 - (d) not enter into any transaction other than in the ordinary course of its business and consistent with past practice on terms that are arm's length;
 - (e) give the Purchaser prompt written notice of any material change in or affecting the Business; and

- (f) during the period from the date of this Agreement to the Closing Date, to the extent that any work is to be commenced on any Acquired Works-in-Progress, Receiver shall obtain the consent of the Purchaser prior to commencing any such work.
- (4) Receiver agrees that, at any time post-Closing until the earlier of the termination of the Receivership proceedings or July 1, 2019, the Purchaser may request, without any obligation to do so, to be assigned to it any of the Excluded Works-in-Progress and, if any such request is made by the Purchaser, the Receiver will use its best efforts to have any such Excluded Works-in-Progress assigned to the Purchaser on terms satisfactory to the Purchaser.
- (5) From and after the Closing, if the Receiver or any of its Affiliates receives or collects any funds relating to any Accounts Receivable or any other Purchased Asset, the Receiver or its Affiliate shall remit such funds to the Purchaser within 7 Business Days after its receipt thereof.
- (6) The Receiver shall cooperate in good faith with the Purchaser in respect of:
 - (a) the completion of any Acquired Works-in-Progress during the period from the date of this Agreement through to the Closing;
 - (b) in making commercially reasonable arrangements with customers of the Business relating to such Acquired Works-in-Progress;
 - (c) in communicating with suppliers of the Business that the Purchaser shall have the benefit, right, title and interest in and to amounts that have been prepaid to such suppliers and any amounts held on deposit by such suppliers; and
 - (d) in communicating with those customers from whom Accounts Receivable are to be received that the Purchaser, or its Affiliate, is now the owner and operator of the Business and shall have the benefit, right, title and interest in and to all Accounts Receivable;
- (7) The Receiver acknowledges and agrees that the Receiver shall take no action which shall cause a change in the quantity of the Inventories from the date of this Agreement through to the Closing Date.

10.3 Purchaser Covenants.

- (1) The Purchaser hereby covenants and agrees that, from the date hereof until the Closing Date, it shall take all such actions as are necessary to provide to the Receiver all necessary information in respect of the Purchaser reasonably required to complete the applicable tax elections in accordance with section 5.1 hereof and to execute all necessary forms related thereto.
- (2) The Purchaser will preserve the Books and Records delivered to it at the Closing Time for a period of six years from the Closing Date, or for such other period as is required

by any Applicable Law, and will permit the Receiver and their respective authorized representatives reasonable access thereto in connection with the affairs of the Debtors, and the right to make copies thereof at their expense.

- (3) The Purchaser will comply with the *Personal Information Protection and Electronic Documents Act* (Canada) and other similar Applicable Laws relating to privacy and the protection of personal information in respect of the Books and Records, Contracts and any other business and financial records related to the Purchased Assets.
- (4) The Purchaser will ensure that the representations and warranties of the Purchaser set out in article 9 are true and correct in all material respects at the Closing Time and use reasonable commercial efforts to ensure that the conditions of closing for the benefit of the Receiver set out in section 7.1 over which it has reasonable control have been performed or complied with in all material respects by the Closing Time.

10.4 Guarantor Covenant.

The Guarantor hereby covenants and agrees to guarantee the obligations of the Purchaser set forth in this Agreement with respect to the payment to the Receiver of the Deposit, the Purchase Price and any adjustments to the Purchase Price, in each case, as set forth in Sections 4.1, 4.2, 4.3 and 4.5 of this Agreement.

ARTICLE 11 POSSESSION AND ACCESS PRIOR TO CLOSING

11.1 Possession of Purchased Assets.

The Receiver shall remain in possession of the Purchased Assets until the Closing Time, at which time the Purchaser shall take possession of the Purchased Assets where situated. In no event shall the Purchased Assets be sold, assigned, conveyed or transferred to the Purchaser until all the conditions set out in the Approval and Vesting Order have been satisfied or waived and the Purchaser has satisfied or the Receiver has waived all the delivery requirements outlined in section 7.1 hereof.

11.2 Examination of Title and Access to the Purchased Assets.

- (1) The Purchaser acknowledges and agrees that it shall, at its own cost and expense (regardless of results), examine title to the Real Properties, and satisfy itself as to the state thereof, satisfy itself as to outstanding work orders affecting the Real Properties, satisfy itself as to the use of the Real Properties being in accordance with applicable zoning requirements and satisfy itself that any and all buildings and structures on the Real Properties may be insured to the satisfaction of the Purchaser.
- (2) The Purchaser and its agents and representatives may have reasonable access to the Purchased Assets during normal business hours in the Interim Period for the purpose of enabling the Purchaser, at its sole cost and expense (regardless of results), to conduct such non-destructive, non-invasive inspections of the Purchased Assets as it deems appropriate, provided that such inspections shall not unduly interfere (and the

Purchaser undertakes to use its best efforts, which the Purchaser represents and warrants shall not be less than reasonable commercial efforts, not to so interfere) with the use, operation and enjoyment of the Purchased Assets by the Receiver. Such inspection may, if the Receiver so desires, be conducted in the presence of a representative of the Receiver. The Receiver will also make the Required Employees available for the inspections of the Purchased Assets at no additional cost to the Purchaser.

- (3) The Purchaser covenants and agrees to repair or pay the costs to repair any damage occasioned during or resulting from the inspection of the Purchased Assets conducted by the Purchaser or its authorized representatives, as outlined above, and to return the Purchased Assets to substantially the same condition they were in prior to such inspections. The Purchaser covenants and agrees to indemnify and save the Receiver harmless from and against all losses, costs, claims, third party claims, damages, expenses (including actual legal costs) which the Receiver may suffer as a result of the inspection of the Purchased Assets conducted by the Purchaser or its authorized representatives, as outlined above.

11.3 Risk.

- (1) The Purchased Assets shall be and remain at the risk of the Receiver until the Closing Time and at the risk of the Purchaser from and after the Closing Time.
- (2) If, prior to the Closing Time, the Purchased Assets are substantially damaged or destroyed by fire, casualty or otherwise, or depleted or lost in any other way such as theft, then, at its option, the Purchaser may decline to complete the Transaction. The Receiver will inform the Purchaser immediately on any damage to any of the Purchased Assets regardless of whether such damage amounts to substantial casualty or otherwise. Such option shall be exercised within 15 calendar days after notification to the Purchaser by the Receiver of the occurrence of such damage or destruction (or prior to the Closing Date if such occurrence takes place within 15 calendar days of the Closing Date), in which event this Agreement shall be terminated automatically. If the Purchaser does not exercise such option, it shall complete the Transaction and shall be entitled to an assignment of any proceeds of insurance referable to such damage or destruction. Receiver covenants and agrees that it shall at all times from and after the date of this Agreement to and including the Closing Date maintain in place and in good standing all such insurance coverages as are currently in place in respect of the Business and the Purchased Assets and the Receiver shall not, without the consent of the Purchaser, make any changes whatsoever to such insurance coverages. Where any damage or destruction is not substantial, the Purchaser shall complete the Transaction and shall be entitled to an assignment of any proceeds of insurance referable to such damage or destruction. For the purposes of this section, substantial damage or destruction shall be deemed to have occurred if the loss or damage to the Purchased Assets exceeds \$125,000 in the aggregate.
- (3) If, prior to the Closing Date, all or any material part of any of the Real Properties is/are expropriated or a notice of expropriation or intent to expropriate all or a material

part of the Real Properties is issued by any Governmental Authority, the Receiver shall immediately advise the Purchaser thereof by Notice in writing. The Purchaser shall, by Notice in writing given within 5 Business Days after the Purchaser receives Notice in writing from the Receiver of such expropriation, elect to either: (i) complete the Transaction contemplated herein in accordance with the terms hereof with a corresponding reduction of the Purchase Price, and all compensation for expropriation shall be payable to the Purchaser and all right, title and interest of the Receiver or the Debtors to such amounts, if any, shall be assigned to the Purchaser on a without recourse basis; or (ii) terminate this Agreement and not complete the Transaction, in which case all rights and obligations of the Receiver and the Purchaser (except for those obligations which are expressly stated to survive the termination of this Agreement) shall terminate, and the Deposit together with all interest accrued thereon shall be returned to the Purchaser forthwith.

ARTICLE 12

AS IS, WHERE IS

12.1 Condition of the Purchased Assets.

- (1) The Purchaser acknowledges that the Receiver is selling and the Purchaser is purchasing the Purchased Assets on an “*as is, where is*” and “*without recourse*” basis as the Purchased Assets shall exist on the Closing Date, including, without limitation, whatever defects, conditions, impediments, hazardous materials or deficiencies exist on the Closing Date, whether patent or latent. The Purchaser further acknowledges and agrees that it has entered into this Agreement on the basis that neither the Receiver nor the Debtors have guaranteed or will guarantee title to or marketability, use or quality of the Purchased Assets, that the Purchaser has conducted such inspections of the condition and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters.
- (2) Except as otherwise expressly provided in article 8, no representation, warranty or condition whether statutory (including under the *Sale of Goods Act* (Prince Edward Island), the *International Sale of Goods Contracts Convention Act* (Canada) and the *International Sale of Goods Act* (Ontario) or any international equivalent act which may be applicable to the subject matter pursuant to the provisions of this Agreement, including but not limited to the *United Nations Convention on Contracts for the International Sale of Goods*), or express or implied, oral or written, legal, equitable, conventional, collateral, arising by custom or usage of trade, or otherwise is or will be given including as to title, outstanding liens or encumbrances, description, fitness for purpose, merchantability, merchantable quality, quantity, condition (including physical and environmental condition), suitability, durability, assignability, or marketability thereof or any other matter or thing whatsoever, and all of the same are expressly excluded and disclaimed and any rights pursuant to such statutes have been waived by the Purchaser. The Purchaser acknowledges and agrees that it has relied entirely and solely on its own investigations as to the matters set out above and in determining to purchase the Purchased Assets and assume the Assumed Liabilities pursuant to this Agreement.

- (3) The description of the Purchased Assets and Assumed Liabilities contained herein is for the purpose of identification only and the inclusion of any item in such description does not confirm the existence of any such items or that any such item is owned by the Debtors. Except as otherwise explicitly set forth in article 8, no representation, warranty or condition has been given by the Receiver concerning the completeness or accuracy of such descriptions and the Purchaser acknowledges and agrees that any other representation, warranty, statements of any kind or nature, express or implied, (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Debtors or the quality, quantity or condition of the Purchased Assets) are specifically disclaimed by the Receiver.
- (4) Any documents, materials and information provided by or on behalf of the Receiver to the Purchaser with respect to the Purchased Assets or Assumed Liabilities (including any confidential information memorandums, management presentations, or material made available in the electronic data room) have been provided to the Purchaser solely to assist the Purchaser in undertaking its own due diligence, and the Receiver has not made and is not making any representations or warranties, implied or otherwise, to or for the benefit of the Purchaser as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. The Purchaser acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Receiver and their respective affiliates, directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information.

ARTICLE 13 TERMINATION

13.1 Termination of this Agreement.

This Agreement may be validly terminated:

- (1) upon the mutual written agreement of the Parties;
- (2) pursuant to section 7.2 hereof by the Receiver;
- (3) pursuant to section 7.4 hereof by the Purchaser;
- (4) pursuant to section 11.3 hereof; or
- (5) unless otherwise agreed by the Parties, if the Closing has not been completed by 5:00 p.m. (Charlottetown time) on March 29, 2019.

13.2 Remedies for Breach of Agreement.

- (1) If this Agreement is terminated as a result of any breach of a representation, warranty, covenant or obligation of the Receiver, the Purchaser's right to pursue all legal

remedies with respect to such breach shall survive such termination, and the Deposit together with all interest accrued thereon and without deduction, shall be returned by the Receiver to the Purchaser forthwith. Except as otherwise provided in this Section 13.2, if this Agreement is terminated as a result of any breach of a representation, warranty, covenant or obligation of the Purchaser, the Receiver's right to pursue all legal remedies with respect to such breach shall survive such termination, and the Deposit together with all interest accrued thereon and without deduction, shall be returned by the Receiver to the Purchaser forthwith. Notwithstanding the foregoing, if this Agreement is terminated:

- (a) solely as a result of a failure by the Purchaser to fulfill its obligations set forth in Section 4.3 and provided that all of the conditions of closing set forth in Section 7.3 have been satisfied in full or have been waived by the Purchaser prior to the time on which the Purchaser was required to fulfill its obligations set forth in Section 4.3, the Deposit shall be forfeited to the Receiver as liquidated damages that the Receiver would suffer in the circumstances, and this shall be the Receiver's sole right and remedy pursuant to this Agreement or at law in the event of such failure by the Purchaser to fulfill such obligations; or
- (b) as a result of any breach by the Purchaser of any of its obligations in Sections 7.1(1), 7.1(3) or 10.3(4), an amount equal to 50% of the Deposit shall be forfeited to the Receiver as liquidated damages that the Receiver would suffer in the circumstances, and this shall be the Receiver's sole right and remedy pursuant to this Agreement or at law in the event of such breach by the Purchaser of Sections 7.1(1), 7.1(3) or 10.3(4) and the remaining 50% of the Deposit together with all interest accrued thereon and without deduction, shall be returned by the Receiver to the Purchaser forthwith.

13.3 Termination If No Breach of Agreement.

If this Agreement is terminated other than as a result of a breach of a representation, warranty, covenant or obligation of one of the Parties, then:

- (1) the Deposit, together with all interest thereon, shall be returned by the Receiver to the Purchaser forthwith, and all other obligations of each of the Receiver and the Purchaser hereunder shall end completely, except those that survive the termination of this Agreement; and
- (2) neither Party shall have any right to specific performance, to recover damages or expenses or to any other remedy (legal or equitable) or relief other than as expressly provided herein.

ARTICLE 14

GENERAL CONTRACT PROVISIONS

14.1 Headings.

The division of this Agreement into articles and sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles and sections of and schedules to this Agreement.

14.2 Further Assurances.

From time to time after Closing, each of the Parties shall execute and deliver such further documents and instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and which are not inconsistent with the terms hereof, including, at the Purchaser’s request and expense, the Receiver shall execute and deliver such additional conveyances, transfers and other assurances as may, in the opinion of the Parties or their counsel, acting reasonably, be reasonably required to effectually carry out the intent of this Agreement and transfer the Purchased Assets to the Purchaser.

14.3 Survival Following Completion.

Notwithstanding any other provision of this Agreement, section 4.5, article 8, article 9, article 10, section 13.2 and section 13.3 shall survive the termination of this Agreement and the completion of the Transaction, provided, however, that upon the discharge of A&M as the Receiver, the Parties’ respective obligations by reason of this Agreement shall end completely and they shall have no further or continuing obligations by reason thereof.

14.4 Notice.

All notices, requests, demands, waivers, consents, agreements, approvals, communications or other writings required or permitted to be given hereunder or for the purposes hereof (each, a “**Notice**”) shall be in writing and be sufficiently given if personally delivered, sent by prepaid registered mail or transmitted by email, addressed to the Party to whom it is given, as follows:

- (a) to the Receiver:

Alvarez & Marsal Canada Inc.
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900
 P.O. Box 22
 Toronto, Ontario, M5J 2J1

Attention: Joshua Nevsky
 Tel: (416) 847-5161

Email: jnevsky@alvarezandmarsal.com

and a copy to the Receiver's counsel to:

Cox & Palmer
Dominion Building
97 Queen Street, Suite
Charlottetown, PE C1A 4A9

Attention: Pamela J. Williams, QC and George L. Cooper, QC
Tel: (902) 629-3916 / (506) 863-0793
Email: pwilliams@coxandpalmer.com / gcooper@coxandpalmer.com

(b) to the Purchaser:

CIMC Enric Tank and Process Ltd.
54 Hillstrom Avenue
Charlottetown, PE C1E2C6

Attention: Arend Muggen
Tel : +31(0)38 303 4600
Email: a.muggen@cetp.net

and a copy to the Purchaser's counsel to:

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

Attention: Jane Dietrich and Colin Ground
Tel: (416) 860-5223/ (416) 860-6742
Email: jdietrich@casselsbrock.com/cground@casselsbrock.com

and a copy to the Purchaser's parent company:

CIMC Enric Tank and Process B.V.
Burgemeester Roelenweg 30
8021 EW Zwolle
The Netherlands

Attention: Arend Muggen
Tel: +31(0)38 303 4600
Email: a.muggen@cetp.net

or such other address of which Notice has been given. Any Notice mailed as aforesaid will be deemed to have been given and received on the third Business Day following the date of its mailing. Any Notice personally delivered will be deemed to have been given and received on the day it is personally delivered, provided that if such day is not a Business Day, the Notice will be deemed to have been given and received on the Business Day next following such day. Any Notice transmitted by email will be deemed given and received on the first Business Day after its transmission.

If a Notice is mailed and regular mail service is interrupted by strike or other irregularity on or before the fourth Business Day after the mailing thereof, such Notice will be deemed to have not been received unless otherwise personally delivered or transmitted by email.

14.5 Waiver.

No Party will be deemed or taken to have waived any provision of this Agreement unless such waiver is in writing and such waiver will be limited to the circumstance set forth in such written waiver.

14.6 Statutory References.

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

14.7 Consent.

Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit or the requirement for such consent is not required pursuant to the terms of the Approval and Vesting Order, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

14.8 Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the province of Prince Edward Island and the laws of Canada applicable therein. The Parties irrevocably attorn to the jurisdiction of the courts of the Province of Prince Edward Island. The Parties consent to the exclusive jurisdiction and venue of the Court for the resolution of any disputes between them, regardless of whether or not such disputes arose under this Agreement.

14.9 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties. There are not and will not be any verbal statements, representations, warranties, undertakings or agreements between the Parties. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties. The recitals herein are true and accurate, both in substance and in fact.

14.10 Time of the Essence.

Time will be of the essence, provided that if the Parties establish a new time for the performance of an obligation, time will again be of the essence of the new time established.

14.11 Time Periods.

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

14.12 Assignment.

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, legal and personal administrators, successors and permitted assigns. The Purchaser may not assign this Agreement without the Receiver's prior written approval. Up until Closing, the Purchaser shall have the right to direct that title to the Real Properties be taken in the name of another person, entity, joint venture, partnership or corporation (presently in existence or to be incorporated) provided that the assignee shall, in writing, agree to assume and be bound by the terms and conditions of this Agreement (the "**Assumption Agreement**") and a copy of such Assumption Agreement is delivered to the Receiver forthwith after having been entered into, upon which the Purchaser shall be fully released from any and all further obligations and liabilities hereunder. The Receiver covenants and agrees to deliver a full and final release and discharge in favour of the Purchaser upon the Purchaser's delivery of an executed Assumption Agreement other than in respect of the Deposit.

14.13 No Registration of Agreement.

The Purchaser agrees that it will not register or cause or permit to be registered this Agreement and that no reference to or notice of it or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Real Properties and/or any part thereof. The Purchaser shall indemnify and save the Receiver harmless from and against any and all Claims whatsoever arising from or with respect to any such registration. This section shall survive the expiration and/or termination of this Agreement for any reason.

14.14 Fees, Commissions and other Costs and Expenses.

Except as otherwise set out in this Agreement, each of the Receiver and the Purchaser shall be solely responsible for their respective legal and accounting costs and expenses and any real estate or other commissions incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses whatsoever and howsoever incurred and will indemnify and save harmless the other from and against any Claim resulting from any broker's, finder's or placement fee or commission alleged to have been incurred as a result of any action by it in connection with the transactions under this Agreement.

14.15 Severability.

If any portion of this Agreement is prohibited in whole or in part in any jurisdiction, such portion shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining portions of this Agreement and shall, as to such jurisdiction, be deemed to be severed from this Agreement to the extent of such prohibition.

14.16 No Strict Construction.

The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

14.17 Cumulative Remedies.

Unless otherwise expressly stated in this Agreement, no remedy conferred upon or reserved to one or both of the Parties is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

14.18 Currency.

All references to dollar amounts contained in this Agreement shall be deemed to refer to lawful currency of Canada.

14.19 Receiver's Capacity.

It is acknowledged by the Purchaser that the Receiver is entering into this Agreement solely in its capacity as Court-appointed receiver and that the Receiver shall have absolutely no personal or corporate liability under or as a result of this Agreement in any respect.

14.20 Planning Act.

This Agreement is to be effective only if the provisions of the *Planning Act*, RSPEI 1988, c P-8, as amended, are complied with. The Parties agree that compliance with the *Planning Act* (PEI) shall be the responsibility of the Purchaser at its costs. The Receiver agrees to execute all documents reasonably requested by the Purchaser in respect thereof.

14.21 No Third Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall be construed to create any rights or obligations except amongst the Parties and no other person or entity shall be regarded as a third party beneficiary of this Agreement.

14.22 Number and Gender.

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation."

14.23 Counterparts.

This Agreement may be executed in counterparts and by facsimile or PDF, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the Purchaser and the Guarantor have each duly executed this Agreement as of the date first above written.

CIMC ENRIC TANK AND PROCESS LTD.

Per: 

Name: Ko Brink.
Authorized Signing Officer

CIMC ENRIC TANK AND PROCESS B.V.

Per: 

Name: Ko Brink.
Authorized Signing Officer

ACCEPTED by the Receiver this 13TH day of FEBRUARY, 20 19.

ALVAREZ & MARSAL CANADA INC., solely in its capacity as the Court-appointed receiver of the **[DME Limited Partnership]** and **[DME General Partner Inc.]**, and not in its personal capacity or in any other capacity

Per: 

Name: JOSE NEVSKY
Title: VICE PRESIDENT

**SCHEDULE “A”
APPROVAL AND VESTING ORDER**

See attached

SUPREME COURT OF PRINCE EDWARD ISLAND
(GENERAL SECTION)

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

DME LIMITED PARTNERSHIP, DME GENERAL PARTNER INC., ATLANTIC SYSTEMS
MANUFACTURING (2016) LTD., DME CANADA ACQUISITIONS INC. and DME US HOLDCO INC.

Respondents

BEFORE THE HONOURABLE

DATED the __ day
of February, 2019.

APPROVAL AND VESTING ORDER

WHEREAS the motion of Alvarez & Marsal Canada Inc., solely in its capacity as Court appointed receiver and not in its personal capacity (the “**Receiver**”) without security, of the property, assets and undertakings (the “**Property**”) of, DME Limited Partnership, DME General Partner Inc., Atlantic Systems Manufacturing (2016) Ltd., DME Canada Acquisitions Inc. and DME US Holdco Inc. (the “**Respondents**” or the “**Company**”) seeking, *inter alia*, direction and authorization to complete the transaction as set out in the Asset Purchase Agreement dated February 13, 2019, between CIMC ENRIC TANK AND PROCESS LTD. (the “**Purchaser**”) and the Receiver, (the “**Sale Agreement**”) relating to the Purchased Assets as defined in the Sale Agreement (the “**Purchased Assets**”) was heard this 22nd day of February, 2019 at 42 Water Street, Charlottetown, Prince Edward Island;

ON READING the Motion Record including the Second Report of the Receiver dated February 14, 2019 (the “**Receiver’s Second Report**”);

THIS COURT ORDERS THAT:

SERVICE

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

RECEIVER'S REPORT

2. The Receiver's Second Report filed in relation to this motion and all actions of the Receiver since the initial Receivership Order are hereby approved.

APPROVAL

3. The sale transaction contemplated by the Sale Agreement (the "**Sale Transaction**") is hereby approved and confirmed as commercially reasonable and in the best interests of the estate of the Company. The Receiver is hereby authorized and directed to take such additional steps and execute and deliver such additional documents, including entering into the Sale Agreement, as may be necessary or desirable for the completion of the Sale Transaction and the conveyance of the Purchased Assets to the Purchaser. The Receiver may agree to such amendments as necessary, provided such changes do not materially impact the substantive terms of the Sale Transaction.

VESTING

4. Upon the delivery of the Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**") all rights, title and interest of the Respondents in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all interests of any person of any nature or kind, including, without limiting the foregoing, all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, conditional sales contracts or title retention agreements, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, encumbrances, judgments, orders, pledges, assignments, writs of seizure or execution, notices of sale, options, adverse claims, executions, demands, duties, levies, charges, or other financial or monetary claims, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached, been perfected, registered or filed and whether secured, unsecured or otherwise and whether created by or pursuant to the orders made in these proceedings or any other proceedings before the Court (collectively, the "**Claims**") including, without limitation, all Claims evidenced by

registrations pursuant to any provincial or other registry system (all of which are collectively referred to as the "**Encumbrances**"); and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Receiver's Certificate.

REAL PROPERTY

5. Upon the registration in the Queens County Registry Office of a Deed of Conveyance in a form satisfactory to the Purchaser duly executed by the Receiver, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule "C" hereto.

PROCEEDS OF SALE

6. For the purposes of determining the nature and priority of Claims and Encumbrances, the net proceeds from the sale of the Purchased Assets (the "**Proceeds**") shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate, all Claims and Encumbrances shall attach to the Proceeds with the same priority as they had with respect to the applicable Purchased Assets identified in the applicable Receiver's Certificate immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

SEALING

7. Subject to further Court Order, the Confidential Appendices to the Receiver's Third Report shall be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope and shall only be opened after the completion of these receivership proceedings.

GENERAL

8. The Receiver is authorized and directed to issue the Receiver's Certificate upon being satisfied that the terms of the related transaction have been completed to its satisfaction.

9. The Receiver shall file with the Court a copy of the Receiver's Certificate, after delivery thereof. The Receiver shall not be required to file, register or record this Order, notice thereof or any financing statement with respect thereto but may take such steps as it deems necessary or appropriate to register or record this Order, notice thereof or any financing statement with respect thereto, if it deems it advisable to do so. The Receiver is further authorized to execute and register discharges of any registered security or other interest extinguished by this Order after completion of any transaction authorized herein if necessary.
10. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Respondents' past and current employees.
11. Notwithstanding:
- (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Respondents and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made in respect of any of the Respondents;
- the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Respondents and shall not be void or voidable by creditors of any of the Respondents, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
12. 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.

DATED at Charlottetown, Prince Edward Island this ____ day of February, 2019

J.

Schedule "A"

Court File No. S1 GS 28446

SUPREME COURT OF PRINCE EDWARD ISLAND
(GENERAL SECTION)

BETWEEN:

ROYAL BANK OF CANADA

Applicant

and

DME LIMITED PARTNERSHIP, DME GENERAL PARTNER INC., ATLANTIC SYSTEMS
MANUFACTURING (2016) LTD., DME CANADA ACQUISITIONS INC. and DME US HOLDCO INC.

Respondents

RECEIVER'S CERTIFICATE

- A. Pursuant to an Order of the Honourable Justice Nancy Key (the "**Court**") dated November 26, 2018, the ("**Order**"), Alvarez & Marsal Canada Inc., as Court appointed receiver (the "**Receiver**") without security, of all of the assets, undertakings and properties (the "**Property**") of each of DME Limited Partnership, DME General Partner Inc., Atlantic Systems Manufacturing (2016) Ltd., DME Canada Acquisitions Inc., and DME US Holdco Inc. (collectively and individually, the "**Company**"), was granted those powers and authorizations as set out therein including to dispose of certain of the Property.
- B. Pursuant to an Order of the Court granted on February __, 2019 (the "**Approval and Vesting Order**"), the Court approved the Asset Purchase Agreement dated February 13, 2019, between CIMC ENRIC TANK AND PROCESS LTD. (the "**Purchaser**") and the Receiver, (the "**Sale Agreement**") and ordered that all of the Debtor's right title and interest in and to the Purchased Assets, as described and defined in the Approval and Vesting Order, shall vest in the Purchaser as contemplated by the Sale Agreement, effective upon the delivery by the Receiver of this certificate to the Purchaser.

THE RECEIVER CERTIFIES THE FOLLOWING:

1. The Receiver has received the net sale proceeds, as described in the Sale Agreement.
2. The Receiver confirms that all the conditions precedent under the Sale Agreement have been satisfied or waived in accordance with the Sale Agreement and that the Sale Agreement has not been terminated.
3. The Transaction has been completed to the satisfaction of the Receiver.

This Receiver's Certificate was delivered by the Receiver at _____[TIME] on _____ [DATE].

Alvarez & Marsal Canada Inc., in its
capacity as the Court appointed Receiver of
the Property of the Company and not in its
personal capacity

Per: _____

Name:

Title:

Schedule “B”

Schedule "C"

SCHEDULE "B"
PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means: (a) statutory liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies and other like liens arising or accrued as a matter of Applicable Law in the ordinary course of business, provided that the obligations secured by such liens are not delinquent or material; (b) the rights of counterparties under the Contracts; (c) any subsisting reservations or exceptions contained in the original grants from the Crown of any land or interest therein; (d) all encroachments, overlaps, overhangs, unrecorded servitudes and easements, variations in area or measurement, rights of parties in possession, lack of access or any other matters not of record which would be disclosed by an accurate survey or physical inspection of the Real Property and which do not materially interfere with or affect the value or operation of the Business as currently carried on at such Real Property; (e) minor discrepancies in the legal description of the Real Property or any adjoining real property which would be disclosed in a current survey and which do not materially interfere with or affect the value or operation of the Business as currently carried on at such Real Property; and (f) all servitudes and easements (including conservation easements and public trust easements, rights-of-way, road use agreements, covenants, conditions, restrictions, reservations, licenses, agreements and other matters of record) and zoning by-laws, ordinances and other restrictions as to the use of real property; provided that they are not of such a nature as to have a material adverse effect on the value or use of the Real Property subject thereto or the operation of the Business as currently carried on at such Real Property.

**SCHEDULE “C”
CONTRACTS**

See attached

Schedule C

Assigned Contracts/Agreements

Vendor	Description	Contract Agreement or Individual Invoice	Syspro Vendor #
Finance PEI	Parking lot land lease	Contract Agreement	1501
De Lage Landen Financial Services Canada Inc.	printer	Contract Agreement	2367
De Lage Landen Financial Services Canada Inc.	printer	Contract Agreement	2367
De Lage Landen Financial Services Canada Inc.	printer	Contract Agreement	2367
Eastlink	Internet and Office phone for 54 Hillstrom	Individual Invoice	1422
Eastlink	Internet for 38 McCarville	Individual Invoice	1422
CBC (Denver)	Craft Brewery Conference	Individual Invoices	1156
CBC (Denver)	Craft Brewery Conference	Individual Invoices	1156
Hawkridge	Solidworks, SOLIDWORKS PDM Professional 2019 Processor License - 25 Users	Individual Invoices	N0612
Hawkridge	Solidworks, SOLIDWORKS Premium 2019 Network	Individual Invoices	N0612
Hawkridge	Solidworks, SOLIDWORKS Professional 2019 Network	Individual Invoices	N0612
Hawkridge	DriveWorks Pro User Floating License - 5 Users	Individual Invoices	N0612
Hawkridge	DriveWorks Administrator Fixed License (2x)	Individual Invoices	N0612
Imaginit	Autodesk, Autocad LT Commercial Single User	Individual Invoices	1857
Imaginit	Autodesk, Product Design Suite Ultimate single user	Individual Invoices	1857
Imaginit	Autodesk, Product Design Suite Ultimate - Multi-user networked	Individual Invoices	1857
Syspro Halifax	Syspro, Version 7 update	Individual Invoices	2911
Syspro Halifax	Syspro Shopclock	Individual Invoices	2911
Syspro\Unipoint	Unipoint	Individual Invoices	2911
Syspro\Compuplus	ABCBarcode	Individual Invoices	2911
Syspro Halifax	RTV/RMA	Individual Invoices	2911
Syspro Halifax	StockCode	Individual Invoices	2911
Syspro Halifax	Copy Live to Test program	Individual Invoices	2911
Syspro Halifax	Vivid	Individual Invoices	2911
Salesforce	CPQ - Enterprise Edition	Individual Invoices	2931
Salesforce	CPQ - Training Subscription for admins	Individual Invoices	2931
Salesforce	Lightning Sales Cloud - Enterprise Edition	Individual Invoices	2931
Salesforce	Lightning Service Cloud - Enterprise Edition	Individual Invoices	2931
Salesforce	Pardot- Database - Pro	Individual Invoices	2931
Salesforce	Pardot - Sales Cloud Features - Pro	Individual Invoices	2931
Salesforce	Salesforce Inbox - Enterprise	Individual Invoices	2931
Codeware	Codeware Compress, 1x	Individual Invoices	1240
Siemens	Siemens Simatic HMI/STEP 7 PRO, 3x	Individual Invoices	4002
PEI Technology Solutions	IT consultant, 3rd Party reseller	Individual Invoices	1526
Microsoft, Windows Server Operating system	Windows Server Standard (DME), 2x	Individual Invoices	N/A, 3rd party
Microsoft, Windows Server Operating system	Microsoft SQL Server Standard (DME), 2x	Individual Invoices	N/A, 3rd party
Microsoft, Windows Server Operating system	Windows Server Standard (NSI), 3x	Individual Invoices	N/A, 3rd party
Microsoft, Windows Server Operating system	Microsoft Exchange Server Standard (NSI), 1x	Individual Invoices	N/A, 3rd party
Microsoft, Windows Server Operating system	Microsoft SQL Server Standard (DME), 1x	Individual Invoices	N/A, 3rd party
Microsoft, Client Access Licenses (CALs)	Microsoft Server Standard (DME), 60x	Individual Invoices	N/A, 3rd party
Microsoft, Client Access Licenses (CALs)	Microsoft Server Standard (NSI), 40x	Individual Invoices	N/A, 3rd party
Microsoft, Client Access Licenses (CALs)	Microsoft Server Standard (NSI), 25x	Individual Invoices	N/A, 3rd party
Microsoft, Client Access Licenses (CALs)	Microsoft Exchange Server - Standard (NSI), 42x	Individual Invoices	N/A, 3rd party
Microsoft, Client Access Licenses (CALs)	Microsoft Exchange Server - Standard (NSI), 20x	Individual Invoices	N/A, 3rd party
Microsoft, Client Access Licenses (CALs)	Microsoft SQL (NSI), 20x	Individual Invoices	N/A, 3rd party
Microsoft, Client Access Licenses (CALs)	Microsoft SQL (NSI), 10x	Individual Invoices	N/A, 3rd party
Microsoft, Client Access Licenses (CALs)	Microsoft SQL (DME), 55x	Individual Invoices	N/A, 3rd party
Microsoft, Client Access Licenses (CALs)	Windows Remote Desktop Services (NSI), 26x	Individual Invoices	N/A, 3rd party
Microsoft, Client Access Licenses (CALs)	Windows Remote Desktop Services (DME), 2x	Individual Invoices	N/A, 3rd party
Hypertherm	Pronest, 1x	Individual Invoices	N/A, 3rd party
Watchguard	Watchguard Firewall	Individual Invoices	N/A, 3rd party
Acronis	Acronis Backup Utility, 1x	Individual Invoices	N/A, 3rd party
Acronis	Acronis Virtual Host Backup, 2x	Individual Invoices	N/A, 3rd party

**SCHEDULE “D”
EQUIPMENT**

See attached

Schedule D - 1

Assigned Equipment

Equipment	Manufacturer	Qty	Asset ID #
A-Frame Gantry		2	130
Air Compressor	Sullair	1	15
Air Compressor	Compair	1	39
Air Compressor	Sullair	1	38
Air Dryer	Sullair	1	14
Angle Rolls	Ackbend	1	6
Band Saw - Vertical	Baxter	1	78
Bandsaw - Horizontal	Hyd - Mech	1	27
Bench Grinder	Ryobi	1	64
Bench Grinder		1	51
Bench Grinder		1	49
Bench Grinder	Delta	1	73
Beveller - Plate	Heck Industrial	1	50
Black Light	Magnaflux	1	52
Black Light	Magnaflux	1	53
Black Light	Magnaflux	1	90
Chain Saw	Stihl	1	82
Chop Saw	Dewalt	1	75
Chop Saw	Dewalt	1	55
CIP System - Custom	In House	1	502
Circ. Welder (C&B, Welding, controls)	Air Liquide	1	100
Circ. Welder (Horizontal Rotator Line #1)	Air Liquide	1	105
Circ. Welder (Horizontal Rotator Line #2)	Air Liquide	1	106
Circ. Welder (Horizontal Rotator Line #3)	Air Liquide	1	104
Circ. Welder (Horizontal Rotator Line #4)	Air Liquide	1	107
Circ. Welder (Horizontal Rotator Line #5)	Air Liquide	1	108
Circ. Welder (Rotator #1 - vertical)	Air Liquide	1	102
Circ. Welder (Rotator #2 - vertical)	Air Liquide	1	137
Column & Boom	Irizar	1	133
Column & Boom	Irizar	1	500
Cone Forming (Puller)	In House	1	112
Cone Manipulator	In House	1	110
Coping Machine	Fein	1	123
Coping Machine	Fein	1	60
Diesel Heater	Frost Buster	1	501
Drill - Hammer	Bosch	1	89
Drill - Right Angle	Milwaukee	1	88
Drill Press	Kerry	1	35
Drill Press	Delta	1	131
Drill Press	Delta	1	29
Drill Press - Radial arm	KOA Ming	1	77
Exhaust Fan	Air Master	1	118
Exhaust Fan	DrieA2	1	72
Facing Tool	Tri Tool	1	62
Facing Tool	Orbitalum	1	31
Facing Tool	Orbitalum	1	42
Facing Tool	George Fischer	1	41
Flanger	Blue Valley	1	11
Flat Bottom Manipulator	In House	1	111

Equipment	Manufacturer	Qty	Asset ID #
Fork lift	Lift King (15,000 lb)	1	506
Fork lift	Manitou (10,000 lb)	1	17
Fork lift	Komatsu (7,000 lb)	1	34
Fork lift	Komatsu (5,000 lb)	1	33
Fork lift - Electric	Crown	1	30
Fork lift - Electric	Crown	1	7
Fume Extractor	United Air	1	120
Fume Extractor	United Air	1	119
Fume Extractor	Lincoln	1	48
Fume Extractor	Lincoln	1	116
Head Manipulator	In House	1	109
Hoist	Vulcan	1	302
Hoist	Vulcan	1	304
Hoist	Vulcan	1	305
Hoist	Vulcan	1	307
Hoist	Vulcan	1	308
Hoist	Vulcan	1	310
Hoist	Vulcan	1	312
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Hoist	Vulcan	1	342
Hoist	Vulcan	1	343
Hoist	Vulcan	1	344
Hoist	CM	1	345
Hoist	Vulcan	1	346
Hoist	Vulcan	1	347
Hoist	Vulcan	1	348
Hoist	Vulcan	1	349

Equipment	Manufacturer	Qty	Asset ID #
Hoist	Vulcan	1	350
Hoist	Vulcan	1	352
Hoist	Vulcan	1	353
Hoist	Vulcan	1	354
Hoist	Vulcan	1	355
Hoist	Vulcan	1	356
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Hoist	Vulcan	1	385
Hoist	Vulcan	1	386
Hoist	Vulcan	1	387
Hoist	Vulcan	1	388
Hoist	Vulcan	1	389
Hoist	Vulcan	1	390
Hose Crimper	Aeroquip	1	76
Iron Worker	Piranaha	1	8
Jig Saw	Hitachi	1	59
Jig Saw	Hitachi	1	87
Laser Line Generator	Dewalt	1	91
Lathe	Weisser Heilbrown	1	80
Leg Assembly & Polishing	In House	1	113
Man Lift	Genie "Run-About"	1	61
Manlift	Genie	1	10
Milling Machine	Bridge Port	1	79
Overhead Crane	Dynex	1	507
Pallet Jack	6 foot	1	67
Pallet Jack	4 foot	1	68
Plasma Cutter	Hypertherm	1	46
Plate Rolls	Faccin	1	4
Plate Rolls	Faccin	1	23
Plate Shear	Ermac	1	2

Equipment	Manufacturer	Qty	Asset ID #
Porta Band	Milwaukee	1	56
Positioner	Roto Star	1	44
Positioner	Redi Arc	1	45
Positioner - pipe	In house	1	84
Press	Pro Point	1	122
Press	Shop made	1	28
Press Brake	Pirahana	1	21
Press Brake	Pirahana	1	22
Pressure Washer	Shurlift	1	70
Pump Cart Laser jacket inflation		1	85
Pump Cart Laser jacket inflation		1	66
Purge Monitor	Huntington Fusion	1	92
Ring Rolls		1	24
Router	Rigid	1	57
Saw	Hydmech	1	5
Saw	Jaespa	1	83
Saw - Tube	George Fischer	1	16
Saw - Tube	Orbitalum	1	65
Saw - Tube	Orbitalum	1	43
Saws All	Milwaukee	1	58
Scissor Lift (custom)	6000 Lbs	1	132
Seam Welder	AMET / Lincoln	1	3
Skates - Moving	GK Lifting	5 pcs	54
Skates - Rollers (2)	Hillman	2	86
Snow Blower	MTD	1	81
Spreader Bar - 5 Ton	ASC Industries	1	121
Sur-Fox	Walter	1	13
Sur-Fox	Walter	1	71
Swage Tool	DK Lock	1	47
Table saw	Rockwell	1	74
Tank Assembly Elevators	In House	1	115
Tank Assembly Pits	In House	1	114
Tank Insulating System	C/W Scales	1	69
Tank Rolls	In House	4	135
Tank Spinners	In House	2	134
Tooling Box - Flanger	Greenlee	1	117
Trailer - Utility		1	90
Truck - Shop	GMC	1	91
Truck - Shop	GMC	1	92
Tube Bender	Ercolina Top Bender	1	25
Tungsten Sharpener	Tech South	1	63
Vibratory Finisher	Vibra Finish	1	9
Water - Jet Cutter	Machitech	1	1
Welder	Lincoln	1	201
Welder	Lincoln	1	202
Welder	Lincoln	1	204
Welder	Lincoln	1	205
Welder	Lincoln	1	206
Welder	Lincoln	1	207
Welder	Lincoln	1	208
Welder	Lincoln	1	209
Welder	Lincoln	1	210
Welder	Lincoln	1	211

Equipment	Manufacturer	Qty	Asset ID #
Welder	Lincoln	1	212
Welder	Lincoln	1	213
Welder	Lincoln	1	214
Welder	Lincoln	1	215
Welder	Lincoln	1	216
Welder	Lincoln	1	217
Welder	Lincoln	1	218
Welder	Lincoln	1	219
Welder	Lincoln	1	220
Welder	Miller	1	221
Welder	Miller	1	222
Welder	Miller	1	223
Welder	Lincoln	1	226
Welder	Lincoln	1	227
Welder	Lincoln	1	228
Welder	Lincoln	1	229
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Welder	Lincoln	1	256
Welder	Lincoln	1	257
Welder	Lincoln	1	258
Welder	Lincoln	1	259
Welder	Lincoln	1	260
Welder	Lincoln	1	261
Welder	Lincoln	1	262
Welder	Miller	1	263
Welder	Lincoln	1	264
Welder	Lincoln	1	267
Welder	Lincoln	1	268
Welder	Lincoln	1	269
Welder	Lincoln	1	270
Welder	Lincoln	1	271

Equipment	Manufacturer	Qty	Asset ID #
Welder	Lincoln	1	272
Welder	Lincoln	1	273
Welder	Lincoln	1	274
Welder	Lincoln	1	275
Welder - Orbital	Polysoude	1	32
Welder - Orbital	Arcmachine	1	25
Welder - Orbital	Arcmachine	1	24

Schedule D - 2

Assigned Office & IT Equipment

Equipment	Manufacturer	Qty
Desk		55
Chairs		80
Desktop < 3 year old		35
Desktop > 3 years old		22
Laptop < 3 Year old		1
Laptop > 3 Year old		3
Drafting Desktop < 3 Years Old		2
Drafting Desktop > 3 Years Old		9
Monitors		102
Printer Type	Brother Laser	8
Printer Type	Canon Laser	1
Filing Cabinets		11
White board		8
Kitchen Appliances (e.g. coffee machines, microwaves, ...)		17
Servers		3
TVs		4
Video conference equipment units		2

SCHEDULE “E”
ACQUIRED WORKS-IN-PROGRESS

See attached

Schedule E

To be acquired WIP

Project Number	Customer Number
B5162	8155
B5333	11796
B5339	9055
B5351	9055
B5409	8115
B5282	11761
B5364	8001
B5366	8001
B4620	8268
B5115	11656
B5281	11760
B5331	5025
B5341	9070
B5430	11846
B5435	2117
B5436	11847
B5438	7095
B5274	9055
B5285	11763
B5374	11813
B5381	8178
B5384	11821
B5404	11833
B5417	8205
24	Projects
Contracts to be added back	
B5375	11814
BN0273	11807
2	Projects
26	Projects

SCHEDULE “F”
EXCLUDED WORKS-IN-PROGRESS

See attached

Schedule F

Excluded WIP

Project Number	Customer Number
Excluded after LOI - based on DD findings	
B4823	8249
B5130	11674
B5342	8222
B5131	7024
B5389	11824
B5390	4095
B5063	8222
B5212	11714
B5159	11683
B5405	11562
B5020	11591
B5394	11827
B4785	9036
B5363	11809
B5428	11842
B5432	8194
B5411	11653
B4709	9011
B4967	11565
B5000	11661
B5169	11691
B5308	11661
B5410	11834
B5077	11628
B5337	2306
B5278	11758
B5407	11671
B4575	8243
B4932	11547
B5357	2306
B5346	2306
B5420	2306
B4851	8243
B4935	7093
B4936	7093
B4937	7093
B5074	11626
B5350	11801
B5423	8035

Project Number	Customer Number
B5412	11658
B5425	4028
B5427	4028
B5284	7074
B5422	8035
B5368	11812
B5415	8127
B5125	11675
B5255	2068
B5319	11787
B5330	8066
B5370	9015
B5371	11611
B5383	6080
B5429	11843
B5433	6050
B5421	11514
56	Projects
Excluded from the list, as per letter of intent	
B5006	11585
B5377	11815
B5294	11770
B5379	5040
B5385	1608
B5388	9027
B5396	11828
B5406	11542
BN0253	11356
BN0259	11124
B5095	11638
B5146	8215
P5303	1809
B5223	11718
Z5419	11841
15	Projects
Additional Excluded from the list (NSI / P-Projects, Biopharmaceutical) as per LOI	
BN0274	11822
P4917	1003
P5305	1156
P5359	1156
P5408	11537
P5413	1003
P5414	1156
7	Projects
78	Projects

**SCHEDULE “G”
INVENTORIES**

See attached

Schedule G-1

DME Main Inventory

StockCode	Description	Qty Counted
AB194RHM4E	Disconnect Handle 194R IP66	2.00
AB194RLNC7	Terminal Shroud 194R IEC Non-Fused Switches	1.00
AB194RLNC8	Terminal Shroud 194R IEC Non-Fused Switches	2.00
AB194RNE1251753	Disconnect 194R Switch 3 Pole 125A Non-Fused	1.00
AB194RNE1251754	Disconnect 194R Switch 4 Pole 125A Non-Fused	1.00
AB194RR7	Disconnect Operating Shaft 194R 12.6"	2.00
AB813SV1500V230	RELAY POWER FAIL 500V	3.00
AIR BANK 12 24V	12 PORT AIR BANK, 24v FESTO	4.00
AIR BANK 24 24V WSHDN	24 PORT WSHDN AIR BANK, 24v FESTO	1.00
AIR BANK BLANK	AIR BANK Cover Plate	11.00
AIR BANK CONN LINE	AIR BANKCONNECTING LINE	6.00
AIR BANK PKG AUTO KEGWASHER	12 PORT WSHDN AIR BANK, 24v FESTO	1.00
AIR BANK PKG BREWHOUSE	24 PORT WSHDN AIR BANK, 24v FESTO	1.00
AIR BANK PKG CIP	8 PORT WSHDN AIR BANK, 24v FESTO	1.00
AIR LUB-KW	AIR LUBRICATOR	4.00
AIR PREP PACKAGE KW01	1/2" CONN, SHUTOFF VLV, 40 MICRON	3.00
AIR PREP PACKAGE KW02	1/2" CONN, SHUTOFF VLV, 5 MICRON	6.00
AL6XNCUP05003000	1/2" 3000# Thd Coupling AL6XN	1.00
AL6XNCUP10003000	1" 3000# Thd Coupling AL6XN	2.00
AL6XNPI020040	2" SCH 40 / 40S PIPE AL6XN	880.00
AL6XNSS4809612	48 x 96 x 12ga AL6XN Sheet	1.00
AL6XNSS4809614	48 x 96 x 14ga AL6XN Sheet	0.25
ALS48096125CHEC	48 x 96 x 1/8" ALUM.CHECK PL.3003 H22	6.00
ARV150	AIR RELIEF VALVE 1.5"	2.00
ARV200	AIR RELIEF VALVE 2"	2.00
BALBOTT40X10	40 mm dia x 1" Tube BOTTOM PAT	18.00
BALBOTT65X10	65 mm dia x 1" Tube BOTTOM PAT	9.00
BALBOTT65X15	65mm x 1-1/2" Tube BOTTOM PAT	1.00
BALFULL40X10	40 mm dia x 1" Tube FULL PAT	8.00
BALFULL65X10	65 mm dia x 1" Tube FULL PAT	10.00
BALFULL65X15	65 mm dia x 1.5" TUBE FULL PAT	44.00
BALLROTARYCLN2.CN	ROTARY CLEANING BALL 2"	2.00
BALTOPP40X10	40 mm dia x 1" Tube TOP PAT	6.00
BALTOPP65X10	65 mm dia x 1" Tube TOP PAT	2.00
BALTOPP65X15	65mm dia x 1-1/2" Tube TOP PAT	50.00
BFV100000002T	1" T/C BUTTERFLY VALVE	2.00
BFV100000002TCN1	1" BUTTERFLY VALVE T/C (CN)	8.00
BFV100000010	1" T/C BFY VAL. AIR ACT. N/C	2.00
BFV150000002T	1 1/2" T/C BUTTERFLY VALVE	23.00
BFV150000002TCN	1 1/2" BUTTERFLY VALVE TC (cn)	40.00
BFV150000002TCN1	1-1/2" BUTTERFLY VALVE T/C CN	83.00
BFV150000004	1 1/2" EPDM SEALS	25.00

StockCode	Description	Qty Counted
BFV150000010	1.5" T/C BFY VAL. AIR ACT. N/C	16.00
BFV150000010CN	1.5" T/C BFY VAL. AIR ACT. N/C, YUANAN	24.00
BFV200000002T	2" T/C BUTTERFLY VALVE STD.	36.00
BFV200000002TCN1	2" BUTTERFLY VALVE T/C (CN)	144.00
BFV200000010	2" T/C BFLY VAL. AIR ACT. N/C	29.00
BFV250000002TCN1	2 1/2" BUTTERFLY VALVE TC (CN)	37.00
BFV250000010	2.5" T/C B'FLY VAL AIR ACT N/C	4.00
BFV300000002T	3" T/C BUTTERFLY VALVE STD.	3.00
BFV300000002TCN1	3" BUTTERFLY VALVE T/C (CN)	55.00
BFV300000010	3" T/C B'FLY VAL. AIR ACT. N/C	6.00
BFV400000002T	4" T/C BUTTERFLY VALVE STD.	6.00
BFV400000002TCN1	4" BUTTERFLY VALVE T/C (CN)	106.00
BFV600000002	6" T/C BUTTERFLY VALVE STD.	1.00
BFVACTDEF1030	DEFINOX BFV ACTUATOR 1- 3.0"	18.00
BFVLUBRICANT	60g Tube Paraliq GTE 703	38.00
BLOWER402425001	BLOWER 4 INCH 250CFM 24 VOLT DC , 6 AMP , CONT.	1.00
BOXCG625	1/2"STRAIN RELIEF CONN 625-750	3.00
BOXGV2M07	1.6-2.5 AMP.MANUAL STARTER	3.00
BOXGV2M08	2.5-4.0 AMP.MANUAL STARTER	1.00
BOXGV2M10...	4-6.3 amp MAN.STARTER	2.00
BOXGV2M16	9-14A MAN.STARTER WEATHER PRO.	3.00
BOXGV2MC02	GV2-MC02 PVC ENCLOSURE	14.00
BOXNHC..102.	90 DEG. CONNECTOR .500-.625	20.00
BOXNHC.1036CR	3/4" 90° ELB STRAIN RELIEFCONN	14.00
BOXSTRCON084100	8/4 SOW PVC STR.RELIEF CONN	12.00
BOXSTRCON104075	10/4 SOW PVC STR.RELIEF CONN	109.00
BOXTSRC.10	PVC STR.RELIEF CONN.FOR14/4SOW	230.00
BPE050020TEAWF316L	0.5" od AWF Tee T316L	17.00
BPE050505BBTTEE316LSO	0.5 BW/0.5 BW/0.5 TC S.O. Tee	21.00
BPE050505TTTTTEE316L	0.5 TC x 0.5 TC x 0.5 TC Tee	8.00
BPE050505TTTTTEE316LSO	0.5 TC/0.5 TC/0.5 TC S.O. Tee	21.00
BPE059020BWTCELB316L	0.5" od x 90 deg Elb BxT T316L	2.00
BPE059020ELAWF316L	0.5" od x 90 deg Elb AWF T316L	34.00
BPE070020FERRAWF316L	0.75" od AWF Ferrule T316L	37.00
BPE070020TEAWF316L	0.75" od AWF Tee T316L	15.00
BPE07005FERR316PL	3/4" x 1/2" Long Ferr. T316L -PL	20.00
BPE070500BWBWERED316L	.75 x 0.5 BW ECC REDUCER	3.00
BPE074520ELAWF316L	.75" od x 45 deg Elb AWF T316L	2.00
BPE075000CAP316L	0.75" Clamp Cap T316L	18.00
BPE079020BWTCELB316L	.75" od x 90 deg Elb BxT T316L	2.00
BPE100020FERRAWF316L	1.0" od AWF Ferrule T316L	14.00
BPE100500BWBWERED316L	1.0 BW x 0.5 BW ECC REDUCER	1.00
BPE101005BBBTEE316L	1.0 BW x 1.0 BW x 0.5 BW Tee	5.00
BPE101010BBBTEE316L	1.0" od AWF Tee T316L	22.00
BPE101010TTTTTEE316L	1.0" T/C Tee	3.00

StockCode	Description	Qty Counted
BPE101010TTTTTEE316LSO	1.0 TC/1.0 TC/1.0 TC S.O.Tee	2.00
BPE104520ELAWF316L	1.0" od x 45 deg Elb AWF T316L	9.00
BPE104520ELTC316	1.0" od x 45 deg T/C Elb T316L	5.00
BPE109020BWTCELB316L	1.0" od x 90 deg Elb BxT T316L	28.00
BPE109020ELAWF316L	1.0" od x 90 deg Elb AWF T316L	16.00
BPE109020TCTCELB316L	1.0" od x 90 deg Elb TxT T316L	5.00
BPE150000CAP316L	1.5" Clamp Cap T316L	19.00
BPE150020FERRAWF316L	1.5" od AWF Ferrule T316L	5.00
BPE15005FERR316PL	1-1/2" x 1/2" Long Ferr. T316L -PL	14.00
BPE150500BWBWCRED316L	1.5 BW x 0.5 BW CON REDUCER	3.00
BPE150750BWBWCRED316L	1.5 BW x 0.75 BW CON REDUCER	2.00
BPE151000BWBWCRED316L	1.5 BW x 1.0 BW CON REDUCER	2.00
BPE151507BBBTTEE316L	1.5 BW x 1.5 BW x 0.75 BW Tee	12.00
BPE151510BBBTTEE316L	1.5 BW x 1.5 BW x 1.0 BW Tee	5.00
BPE151515BBBTTEE316L	1.5" od AWF Tee T316L	12.00
BPE151515BBTTEE316L	1.5 BW x 1.5 BW x 1.5 TC Tee Short Outlet	29.00
BPE151515TTTTTEE316L	1.5 TC x 1.5 TC x 1.5 TC Tee	9.00
BPE159020ELAWF316L	1.5" od x 90 deg Elb AWF T316L	103.00
BPE159020ELTCAWF316L	1.5" od x 90° Elb TCxAWF T316L	15.00
BPE200000CAP316L	2.0" Clamp Cap T316L	10.00
BPE200020FERRAWF316L	2.0" od AWF Ferrule T316L	31.00
BPE201500BWBWERED316L	2.0 BW x 1.5 BW ECC REDUCER	2.00
BPE202007BBBTTEE316L	2.0 BW x 2.0 BW x 0.75 BW Tee	2.00
BPE202020BBBTTEE316L	2.0 BW x 2.0 BW x 2.0 BW Tee	4.00
BPE202020BBTTEE316L	2.0 BW x 2.0 BW x 2.0 TC Tee	2.00
BPE204520ELAWF316L	2.0" od x 45 deg Elb AWF T316L	2.00
BPE209020BWTCELB316L	2.0" od x 90 deg Elb BxT T316L	42.00
BPE300020FERRAWF316L	3.0" od AWF Ferrule T316L	7.00
BPE302000BWBWCRED316L	3.0" BW x 2.0 BW CON REDUCER	2.00
BPE400000CAP316L	4.0" Clamp Cap T316L	1.00
BPE40000CLMPCRN	4.0" Single Pin Clamp T304	4.00
BPE400020TEAWF316L	4.0" od AWF Tee T316L	2.00
BSH02512.156	BUSHING 1/4-1/8 150 T316	19.00
BSH03725.156	BUSHING 3/8 -1/4 150# T316	95.00
BSH07525.154	BUSHING 3/4-1/4 150# T304	35.00
BSH07537.154	BUSHING 3/4-3/8 150# T304	9.00
BSH07550.154	BUSHING 3/4-1/2 150# T304	9.00
BSH10003.156	BUSHING 1" x 3/8" 150# T316	9.00
BSH10005.154	BUSHING 1" x 1/2" 150# T304	49.00
BSH10075.154	BUSHING 1 x 3/4 150# T304	20.00
BSH12505.154	BUSHING 1 1/4 x 1/2 150# T304	23.00
BSH12510.154	BUSHING 1-1/4" x 1" 150# T304	17.00
BSH12575.154	BUSHING 1 1/4 x 3/4 150# T304	11.00
BSH15010.156	BUSHING 1 1/2 x 1 150# T316	10.00
BSH15012.154	BUSHING 1 1/2 x 1 1/4 150# 304	5.00

StockCode	Description	Qty Counted
BSH20005.154	BUSHING 2 x .5" 150# T304	16.00
BSH20005.306	BUSHING 2" x 1/2" 3000# T316L	4.00
BSH20007.154	BUSHING 2 x 3/4" 150# T304	8.00
BSH20010.154	BUSHING 2 x 1" 150# T304	6.00
BSH20015.156	BUSHING 2 x 1 1/2 150# T316	10.00
BSH25010.154	BUSHING 2.5" x 1" 150# T304	7.00
BSH25015.156	BUSHING 2.5" x 1.5" 150# T316	8.00
BSH25020.156	BUSHING 2.5" x 2" 150# T316	6.00
BVL025000001	1/4 NPT BALL VALVE, T316 S/S	50.00
BVL037500000	3/8" NPT BALL VALVE, T316 S/S	96.00
BVL050000000	1/2" NPT BALL VALVE, T316 S/S	42.00
BVL075000000	3/4" NPT BALL VALVE, T316 S/S	21.00
BVL07500TCGOU	3/4" T/C BALL VALVE, 3 PC.	21.00
BVL100000000	1" NPT BALL VALVE, T316 s/s	21.00
BVL10000TCGOU	1" T/C BALL VALVE, 3 PC.	13.00
BVL15000TCGOU	1.5" BALL VALVE x T/C	47.00
BVL200000000	2" NPT BALL VALVE, T316 S/S	8.00
BVL25000TCGOU	2.5" BALL VALVE x T/C	3.00
BVL30000TCALFA	3" ALFA T/C BALL VALVE	5.00
BVL30000TCGOU	3" BALL VALVE x T/C	2.00
BVL40000TCGOU	4" BALL VALVE x T/C	2.00
CAP16000804BWSMLS	16" B.W. Pipe Cap, sch 80 (.844" WALL)	12.00
CARSTONE0003	.750 DIA. x .5 MICRO T316 S/S	36.00
CAS00004SWIVELWLK	4" DYNA TRED SWIVEL CASTER	1.00
CAS00008WHEEL	8" CASTER WHEEL W/ BEARING	12.00
CAS04000SWSTMNBK	4" POLY SW CAS. 1.5" TUBE INS	9.00
CASD1664RXD	4" NEOPRENE CASTER WHEEL	21.00
COMCHIM10ADPT	10" SS FLUE ANCHOR PLATE	3.00
COP36096040MRF	36 x 96 x .040 Copper Mirror F	5.00
COPCOPERSKIN	.032 x 24"W COPPER CLADDING	259.50
CRS007500.154	CROSS 3/4" 150# T304	3.00
CUP01200.154	1/8 COUPLING, T304/304L 150#	4.00
CUP02500.154	1/4 COUPLING, T304/304L 150#	6.00
CUP02500.HALF	1/4 NPT HALF COUPLING 316-316L	38.00
CUP02512.154RED	1/4 x 1/8 RED COUP.T304/304L	10.00
CUP03700.154	3/8 COUPLING, T304/304L150#	26.00
CUP03700.HALF	3/8 NPT HALF COUPLING316-316L	17.00
CUP03725.156RED	3/8 x 1/4 RED 150# COUP.T316	42.00
CUP05000.154	1/2 COUPLING, T304/150#	1.00
CUP05000.304	1/2 NPT CUP. 3000# 304/304L	48.00
CUP05000.306BSPP	1/2 BSPP H. COUP T316/L 3000#	55.00
CUP05000.HALF	1/2 NPT HALF COUPLING316-316L	1.00
CUP05025.154RED	1/2 x 1/4 RED COUP.T304/304L	9.00
CUP07500.154	3/4" NPT COUP T304/304L 150#	97.00
CUP07500.304	3/4" Thd Coup 3000#, T304	71.00

StockCode	Description	Qty Counted
CUP07504.HALF	3/4 NPT HALF COUPLING 304 150#	21.00
CUP10000.154	1 NPT S/S COUP T304/304L 150#	20.00
CUP10000.154H	1 NPT S/S H-COUP 304L 150#	9.00
CUP10000.304	1" NPT 304/304L 3000# Thd"d Coupling	117.00
CUP12500.154	1 1/4" S/S COUP T304/304L 150#	2.00
CUP12500.304	1 1/4 THD COUPLING, T304 3000#	17.00
CUP15000.156	1 1/2" COUPT316 316L/150#	1.00
CUP15000.304	1 1/2" NPT Thd"d Coupling 3000# 304/304L	91.00
CUP15000.604	1 1/2" NPT CUP 6000# 304/304L	9.00
CUP15010.306REDSW	1-1/2 x 1 SW RED COUP. 3000#	4.00
CUP20000.154	2" NPT S/S COUP T304/304L 150#	2.00
CUP20000.156H	2" NPT S/S H-CPLG 316L 150#	3.00
CUP20000.304	2" NPT T304 3000# COUPLING	41.00
CUP25000.154	2 1/2" NPT T304/304L 150# COUP	1.00
CUP25000.154H	2 1/2" NPT, T304/150# HALF CUP	8.00
DECSINK151506	15lg x 15w x 6d SINK, SKU# 1000811066	3.00
DMELABELPVRV	CAUTION LABEL FOR VPRV	215.00
DMELABELTEMPKEG	CAUTION MAX. TEMP 150f LABEL	17.00
DMELABELWRENCHS	NO WRENCHES ON COUPLINGS	265.00
DMELABLECAUTION	"CAUTION" LABEL,	677.00
DMEPLATENAME1	DME BREWING SOLUTIONS, USA/CDN	159.00
DOSD8RE240GPM	DOSATRON 40 GPM 1:500 TO 1:50	2.00
ELB012509156	1/8 NPT 90 DEG ELBOW T316 150#	2.00
ELB025009154	THD 90 DEG ELBOW 1/4 T304	16.00
ELB02500S154	1/4 90 ° STREET ELBOW, T304	12.00
ELB037009154	THD 90 DEG ELBOW 3/8 150# T304	40.00
ELB03700S156	3/8 STREET ELBOW, T316/150#	13.00
ELB050009154	1/2" THD 90 DEG ELBOW 150# 304	12.00
ELB05000S156	1/2" 90° STREET ELB, T316 150#	7.00
ELB075009156	3/4" THD 90 ° ELBOW , T316	8.00
ELB07500S154	3/4" STREET 90 DEG ELBOW T304	28.00
ELB100009104BW	1" 90 DEG ELBOW SCH10s BW T304	5.00
ELB100009154	1" 150# THD 90° ELBOW T304	60.00
ELB100009154BW	1" 90 DEG ELBOW SCH 40 BW	2.00
ELB10000S154	1" STREET 90° ELBOW 150# T304	10.00
ELB150004154	1.5" 45° Th'd Elbow Sch 40	21.00
ELB150004154BW	1 1/2" 45 DEG ELBOW SCH 40 BW	2.00
ELC0.5POLYIMIDECON	0.5" NPT NEOPRENE CONN.	69.00
ELC05000LOCKNUTS	1/2" ELECTRICAL LOCK NUT	127.00
ELC05000LOCKNUTSEAL	1/2" ELEC. LOCK NUT SEAL RING	21.00
ELC07500LOCKNUTS	3/4" ELECTRICAL LOCK NUT	8.00
ELC07500LOCKNUTSEAL	3/4" ELEC. LOCK NUT SEAL RING	18.00
ELC10000LOCKNUTS	1" ELECTRICAL LOCK NUT	88.00
ELC10000LOCKNUTSEAL	1" ELEC. LOCK NUT SEAL RING	110.00
ELC12INTOUCHSCRN	12" TOUCH SCREEN	3.00

StockCode	Description	Qty Counted
ELC16I16OCD	SIEMENS I/O CARD	1.00
ELC19INTOUCHSCRN	19" TOUCH SCREEN	2.00
ELC2POSS SW AMB	2 POSITION SEL. SWITCH AMBER	8.00
ELC2POSS SW BLUE	2 POSITION SEL. SWITCH BLUE	8.00
ELC2POSS SW GREEN	2 POSITION SEL. SWITCH GREEN	1.00
ELC2POSS SW RED	2 POSITION SEL. SWITCH RED	17.00
ELC3POSS SW GREEN	3 POSITION SEL. SWITCH GREEN	1.00
ELC3POSS SW RED	3 POSITION SEL. SWITCH RED	6.00
ELC3RB30161SBO	OVERLOAD RELAY	1.00
ELC4CHRTDINPUT	ANALOG INPUT 4 CH RTD	1.00
ELC6ES72411	MODUS COM.	5.00
ELC6INBASTCHSCRN	6" BASIC TOUCH SCREEN	1.00
ELC7INTOUCHSCRN	7" TOUCH SCREEN SIEMENS KTP700	1.00
ELC8ANALOGINPUT	SIEMENS 8 CHANNEL ANALOG INPUT MODULE	5.00
ELC8CHRTDINPUT	ANALOG INPUT 8 CH RTD	3.00
ELCALRM092103DBA	ALARM BUZZER 92 DBA TO 103 DBA	8.00
ELCAPENDPLATESPR	SPRING END PLATES	399.00
ELCCB055080	CIRCUIT BREAKER 5.5 TO 8A	6.00
ELCCBAUX	AUX CONTACT FOR CIRCUIT BREAKER	2.00
ELCCCONTACT1AC20	3 POLE, 24VAC, 1NO+1NC	3.00
ELCCCONTACT1DC20	3 POLE, 24VDC, 1NO+1NC	13.00
ELCCCONTACTOR006	Contacto, 120v/60hz, 9 amp	5.00
ELCCCONTACTOR008	3 POLE/ 1NO / 230VAC	3.00
ELCCCONTACTOR009	3 POLE DIN RAIL 24VDC 12A	2.00
ELCCONTBLK1NC 3X	CONTACT BLOCK 1 NC	2.00
ELCCONTBLK1NO 3X	CONTACT BLOCK 1 NO	18.00
ELCCCONTRANS02	UL/CSA Control Trans 50VA	7.00
ELCCCONTRANS05	Control Trans 50va 110-120 Sec	8.00
ELCDBLK115A600V16	DIST BLOCK 70077157	16.00
ELCDINRAIL 35mm	35mm DIN RAIL	221.00
ELCDISCONN032A	32A PANEL DISCONNECT	1.00
ELCDISCONN063A	63a PANEL DISCONNECT	7.00
ELCDISCONN063A6POLE	63A 6POLE PANEL DISCONNECT	3.00
ELCDSUBMALE	9 PIN SOLDER D-SUB MALE	23.00
ELCDSUBSHELL	HOOD D-SUB 9POS	15.00
ELCEM STOP LARGE	EMERGENCY STOP LEGEND PLATE	20.00
ELCEMSTOP022	22 MM EMERGENCY STOP	20.00
ELCFUSE.10A250V20M	FUSE 0.10A 250V(20mm GLASS)	24.00
ELCFUSE.25A250V20M	FUSE 0.25A 250V(20mm GLASS)	3.00
ELCFUSE.5A250V20M	FUSE 0.5A 250V(20mm GLASS)	197.00
ELCFUSE.5A250V20MTD	FUSE 0.5A 250V(20mm GLASS)	24.00
ELCFUSE10A250V20M	FUSE 10A 250V(20mm GLASS)	37.00
ELCFUSE15A125V20M	FUSE 15A 125V(20mm GLASS)	10.00
ELCFUSE1A250V20M	FUSE 1A 250V(20mm GLASS)	85.00
ELCFUSE2A250V20M	FUSE 2A 250V(20mm GLASS)	73.00

StockCode	Description	Qty Counted
ELCFUSE3A250V20M	FUSE 3A 250V(20mm GLASS)	53.00
ELCFUSE4A250V20M	FUSE 4A 250V(20mm GLASS)	123.00
ELCFUSE4A250V20MTD	FUSE 4A 250V(20mm GLASS)	22.00
ELCFUSE5A250V20M	FUSE 5A 250V (20mm GLASS)	20.00
ELCFUSE5A250V20MTD	FUSE 5A 250V(20mm GLASS)	25.00
ELCFUSE6A250V20M	FUSE 6A 250V(20mm GLASS)	18.00
ELCFUSE7A250V20M	FUSE 7A 250V(20mm GLASS)	4.00
ELCFUSE8A250V20M	FUSE 8A 250V(20mm GLASS)	12.00
ELCFUSEBLOCKCC	Class CC FUSE BLOCK(DIN mt)	1.00
ELCFUSEFA05A600	Type KTK-R F. ACT FUSE 5a600v	58.00
ELCFUSEFA06A600VM	Type KLKD F. ACT FUSE 6amp 600v	40.00
ELCFUSEFA15A600VMID	Type KLKD F. ACT FUSE 15a600v	8.00
ELCFUSEFA20A600VMID	Type KLKD F. ACT FUSE 20a600v	11.00
ELCFUSEFA25A600VMID	Type KLKD F. ACT FUSE 25a600v	77.00
ELCFUSEFA30A600VMID	Type KLKD F. ACT FUSE 30a600v	5.00
ELCFUSEHOLD2PMID	2P FUSE HOLDER MIDGET	99.00
ELCFUSEHOLD3PJ	FUSE HOLDER 60A 600V TYPE J 3PH	10.00
ELCFUSETD0050A600	Type FNQ-R TIM DELAY 1/2am600v	35.00
ELCFUSETD010A600	Type FNQ-R TIM DELAY 1.0a 600v	16.00
ELCFUSETD05A600V	TYPE CCMR TIME DELAY 5A600V	55.00
ELCFUSETD060A600	Type FNQ-R TIM DELAY 6.0a 600v	32.00
ELCFUSETD10A600V	TYPE CCMR TIME DELAY 10A600V	34.00
ELCFUSETD12A600	Type FNQ-R TIME DELAY 12a600v	25.00
ELCFUSETD15A600	Type FNQ-R TIME DELAY 15a600v	54.00
ELCFUSETD20A600V	TYPE CCMR TIME DELAY 20A600V	10.00
ELCFUSETD25A600	Type FNQ-R TIME DELAY 25a600v	68.00
ELCFUSETD30A600V	TYPE CCMR TIME DELAY 30A600V	50.00
ELCFUSETD40A600	Type JTD-40-ID TIME DELAY	2.00
ELCFUSTERMBARSPR	END PLATE FOR FUSE BLOCKS	157.00
ELCFUSTERMINALSPR	FUSABLE SPRING TERMINAL	700.00
ELCFUSTERMLEVER	FUSE DISCONNECT LEVER	498.00
ELCGROUND BAR	GROUND BAR 24 POLE	9.00
ELCGS2-22P0	GS2 AC MICRO DRIVE	1.00
ELCHOLDER22MM	22mm HOLDER/RETAINER BLOCK	6.00
ELCKEY2POSITION	2 POSITION KEY SWITCH	11.00
ELCLABELHOLDERSNAP	ON OFF SNAP ON LABEL HOLDER	21.00
ELCLIGHTMOD024VBLU	BLUE LIGHT MODULE 24 VOLT	11.00
ELCLIGHTMOD024VGRN	GREEN LIGHT MODULE 24 VOLT	12.00
ELCLIGHTMOD024VRED	RED LIGHT MODULE 24 VOLT	7.00
ELCLIGHTMOD024VYEL	YELLOW LIGHT MODULE 24 VOLT	16.00
ELCLIGHTMOD120VBLU	BLUE LIGHT MODULE 120 VOLT	10.00
ELCLIGHTMOD120VRED	RED LIGHT MODULE 120 VOLT	4.00
ELCLIGHTMOD120VYEL	YELLOW LIGHT MODULE 120 VOLT	20.00
ELCLIGHTMOD240VBLUE	BLUE LIGHT MODULE 240 VOLT	16.00
ELCLIGHTMOD240VGRN	GREEN LIGHT MODULE 240 VOLT	21.00

StockCode	Description	Qty Counted
ELCLIGHTMOD240VRED	RED LIGHT MODULE 240 VOLT	6.00
ELCLIGHTMOD240VYEL	YELLOW LIGHT MODULE 240 VOLT	13.00
ELCLINERACTOR20600	2HP 600V	3.00
ELCMEMCAR02	SIEMENS MEMORY CARD 24MB	2.00
ELCP2-16ND3	16-point, 12-24 VDC, sinking/sourcing	2.00
ELCP2-16ND3-1	Module Digital Input for P2000 Discrete	1.00
ELCPATCDCAT52	CAT 5 PATCH CORD 2 ft	14.00
ELCPATCDCAT53	CAT 5 PATCH CORD 3 ft	10.00
ELCPATCDCAT55	CAT 5 PATCH CORD 5 ft	5.00
ELCPATCDCAT5E10	CAT 5E PATCH CORD 10 FT	1.00
ELCPBUTENC1EL	PUSH BUTTON ENCLOSURE 1 ELEMEN	9.00
ELCPBUTTON GREE	GREEN PUSH BUTTON ILLUMINATED	32.00
ELCPBUTTON GREM	GREEN P. BUT ILL. MAINTAINED	30.00
ELCPBUTTON RED	RED PUSH BUTTON ILLUMINATED	27.00
ELCPBUTTON RED MAIN	RED PUSH BUTTON ILL. MAINTAIN	10.00
ELCPIL LT AMBER	PILOT LIGHT AMBER	4.00
ELCPIL LT GREEN	PILOT LIGHT GREEN	10.00
ELCPIL LT RED	PILOT LIGHT RED	31.00
ELCPLC1214C SIE	SIEMENS PLC 1214C 6E37214-1BG40-OXBO	4.00
ELCPLC1215C SIE	I	2.00
ELCPOLYCONN050	1/2" GREY POLYTUFF CONNECTOR	13.00
ELCPOLYCONN075	3/4" GREY POLYTUFF CONNECTOR	73.00
ELCPOLYCONN075F	3/4" GREY POLYTUFF CONNECTOR F	22.00
ELCPOLYCONNO5OF	1/2" 90° POLYTUFF CONNECTOR	9.00
ELCPOLYTUFF005	1/2" GREY POLYTUFF CONDUIT	230.00
ELCPOLYTUFF075	3/4" GREY POLYTUFF CONDUIT	190.00
ELCPOTENT10000HM	POTENTIOMETER 10K OHM	4.00
ELCPOWSPY120015W	12vdc, 15.6 Watt Output 1.3amp OPEN FRAME DIN RAIL	5.00
ELCPOWSPY24120W	24vdc, 120 Watt Output, 5 AMPS	3.00
ELCPROTEUSV7000	VORTEX FLOW METER	1.00
ELCPROXSWTCH01	Th'd Cyl Prox Switch., M12 Conn., Unshld, 2 Wire	11.00
ELCPROXSWTCH02	Cable, m12, DC, PVC, 5M, 4 Pin, 4 wIRE, Straight	15.00
ELCPROXSWTCH03	Cable, m12, DC, PVC, 10M, 4 Pin, 4 Wire, Straight	11.00
ELCRELAYBASEG2R1S	Relay Base for G2R-1-S Relays, DIN Mount	30.00
ELCRELAYOPTONNO	OPTO REALAY, 5V N.O. FOR LOAD CELL PACKAGE	9.00
ELCRELAYSPDT10A120VAC	E-MECH SPDT RELAY 10a 120vac	3.00
ELCRELAYSPDT10A24VDC	E-MECH SPDT RELAY 10a 24vdc	37.00
ELCRES500OHM	500 OHMS RESISTOR	160.00
ELCSE-ANT250	STRIDE dome 2.4 GHz WiFi antenna	3.00
ELCSESW-5U	ETHERNET SWITCH	5.00
ELCSIDEJUMP10SPR	10 POLE SPRING SIDE JUMPERS	23.00
ELCSKINTOPCONN	LAPP/CONTACT CONNECTORS	73.00
ELCTERMDIVIDER02SPR	SPRING TERMINAL Partition plate FOR 2 LEVEL	43.00
ELCTERMDIVIDERSPR	SPRING TERMINAL Partition plate	142.00
ELCTERMENDBAR02SPR	SPRING TERMINAL END BARRIER 2 CIRCUIT	114.00

StockCode	Description	Qty Counted
ELCTERMENDBAR06SPR	SPRING TERMINAL END BARRIER	4.00
ELCTERMENDCAP	TERMINAL END CLAMP	78.00
ELCTERMINAL02SPR	2 CIRCUIT SPRING TERMINAL	176.00
ELCTERMINALGNDBLKSPR	SPRING DIN TERMINAL GROUND BLOCK	434.00
ELCTERMINALSPR	SPRING TERMINAL	758.00
ELCTERMINALSPR06	6MM SPRING TERMINAL	50.00
ELCTERMINALSWENDBAR	END PLATER FOR KNIFE DISCONNECT	35.00
ELCTERMINALSWITCHSPR	SPRING DISCONNECT TERMINAL BLOCK	60.00
ELCTERMINALTAG	TERMINAL MARKER TAG	169.00
ELCTHERMOBLOCKK	TYPE K THERMOCOUPLE TERMINAL	51.00
ELCTIMER24H120V	24 hr.Timer 120/240v, 50/60 hz	17.00
ELCULTRATHINRELAY120V	120VAC/DC IDEC	11.00
ELCULTRATHINRELAY24V	24VAC/DC IDEC	16.00
ELCVPNROUTER	EWON COSY 131	8.00
ELCWIREWAY15COVER	1.5" Wireway Cover	90.00
ELCWIREWAY15X3	1.5"x3" Wireway w/o COVER	90.00
ELCWIREWAY1X3	1"x3" Wireway w/ COVER	78.00
ELCWIREWAY2X3	WIREWAY DUCT 2"wx 3"h x 72"	84.00
ELCWIREWAY3X3	WIREWAY DUCT 3"x 3" x 72"	66.00
ELCXLRPANELMOUNTNIC	NETWORK INTERFACE CONNECTOR	9.00
ENCLOSURE 121006	Fiberglass Encl. 12 x 10 x 6	11.00
ENCLOSURE 121006BP	12 x 10 Alum. Back Plate	12.00
ENCLOSURE 162006SS	SS ENCLOSURE 16 x 20 x 06	12.00
ENCLOSURE 202406SS	SS ENCLOSURE 20 x 24 x 06	4.00
ENCLOSURE 243008SS	SS ENCLOSURE 24 x 30 x 8	2.00
ENCLOSURE 30 24 10	Fiberglass Encl. 30 x 24 x 10	1.00
ENCLOSURE 723612S	STEEL ENCLOSURE 72 x 36 x 12	2.00
ENCLOSURE 8017607	SS ENCLOSURE 30 x 24 x 8	4.00
ENCLOSURE 8017619	SS ENCLOSURE 36 X 30 X 10	3.00
ENCLOSURE 8018514	SS ENCLOSURE 48 x 36 x 10	6.00
ENCLOSURE LATCH KIT	QUICK RELEASE LATCH KIT	4.00
ENCLOSURE5841500	Enclosure 120cm X 40cm X 180cm Powdered Steel	2.00
ENCLOSUREPLINTH8620021	Enclosure Plinth 200mm X 400mm VX.8620021	2.00
ENCLOSUREPLINTH8620025	Enclosure Plinth 200mm X 1200mm VX.8620025	2.00
FAF47DRN90L4/37/M4/230	2HP/48RPM/1.375IN SHAFT/200MM FLANGE	3.00
FAF77DRN90S4/226/M4/230	1.5HP/7.8RPM/2IN SHAFT/300MM FLANGE	1.00
FAFTERMINALBLK01	TERMINAL BLOCK KTM4-AS-M4	12.00
FAL15.47CG20	15"ROD x 47"WIRE x 0.020 SLOT	6.00
FAL48.96CG20	48"WIRE x 96" ROD x 0.020 SLOT	3.00
FAL54101CG20	54"WIRE x 101"ROD x 0.020 SLOT	4.50
FAL60.68CG20	60"w x 68" rod x 0.020 SCREEN	5.00
FAL72.72CG20	72"w x 72" LONG x 0.020 SCREEN	3.00
FIBERGLASS GRAT 480969	FIBERGLASS GRATING 48 x 96	1.00
FIBERGLASS GRAT 48120	FIBERGLASS GRATING 48 x 120	1.00
FLG015000154SO	1.5" RFSO FLANGE 304/304L 150#	2.00

StockCode	Description	Qty Counted
FLG030000156BLND	3" BLIND FLANGE 316/316L 150#	1.00
FLG040000154SO	4" SLIP-ON FLANGE T304 150#	3.00
FLG060000154SO	6" SLIP-ON FLG 304/304L 150#	1.00
FLG080000154BLND	8" BLIND FLANGE T304/304L 150#	9.00
FLG120000154SO	12" RFSO FLANGE 304/304L 150#	1.00
FLG120000154WN010	12" RF WELD NECK FLANGE T304L	8.00
GAS01200150125FFWNIT	12" 150# 1/8" FULL FACE GSKT	6.00
GASRING095400125SIL	0.95" id x 4" od x 1/8" tk RED SILICONE (0.5" COUP)	20.00
GASRING152600125SIL	1.52" id x 6" od x 1/8" tk RED SILICONE (1" COUP)	98.00
GASRING187487125SIL	1.87" id x 4.87" od x 1/8" tk SILICONE (for 1/2" COUP)	462.00
GASRING218600125SIL	2.18" id x 6" od x 1/8" tk RED SILICONE (1-1/2" COUP)	129.00
GASRING250550125SIL	2.5" id x 5.5" od x 1/8" tk SILICONE (for 1.0" COUP)	98.00
GASRING325625125SIL	3.25" id x 6.25" od x 1/8" tk SILICONE (for 1.5" COUP)	329.00
GAU00001250B	0-30 PSI/KPA BACK MT P. GAUGE	3.00
GAU00001250L	0-30 PSI BOTT MT PRESS GAUGE	7.00
GAU025TCBK0-30	2.5"d. 0-30psi/kpa 3A GAUGE	9.00
GAU025TCBM0-30	2.5"d. 0-30psi 3A PRESS GAUGE	6.00
GOU15000SIGH	1 1/2" T/C IN-LINE SIGHT GLASS	12.00
GOU15000SIGHTGASKET	1 1/2" SIGHT GLASS GASKET	12.00
GOU15000SIGHTGL	1 1/2" SIGHT GLASS ONLY	5.00
GOU20000SIGH	2" T/C IN-LINE SIGHT GLASS	3.00
GVL100000000	1" Thd'd Globe Valve T316	8.00
GVL150000000	1.5" Thd'd Globe Valve T316	16.00
GVL200000000	2" Thd'd Globe Valve T316	2.00
HEATCONNECTOR075	3/4" ID WATER HEATER CONNECTOR	7.00
HEATIMMER20806KWSS	20" Imm Heater 208v, 3 ph 6kW	5.00
HEATIMMER2203	IMMER. HEATER 230V, 3 PHASE	3.00
HEATIMMER23006KWSS	20" Imm Heater 230v, 3 ph 6kW	2.00
HEATIMMER230350 9KW	IMMER. HEAT 230/3/50-60hz 9KW	4.00
HEATIMMER24015KWSS	5K HEATER 240V, 1 PHASE	1.00
HEATIMMER400350 9KWCE	CE IMMER. HEAT 400/3/50 9KW	2.00
HEATIMMER480360 5KWSS	IMMER. HEAT 480/3/60 5KW	2.00
HEATIMMER480360 9KW21	IMMER. HEAT 480/3/60 9KW 21"lg	1.00
HEATIMMER600362	600VAC/3PHASE/62KW	1.00
HED09003004CN	HEAD 900MM ID 3MM THK POLISHED	4.00
HED10003004CN	HEAD 1000MM ID 3MM THK POLISHED	4.00
HED102000250410	102" id x 1/4" t304/L HR SA240	4.00
HED1400100410	1400mm ID(55.39"od) 10ga 10%kr,	6.00
HED1800070410	1800mm ID(71.14"od) 10ga 10%kr,	7.00
HED19003004CN	HEAD 1900MM ID 3MM THK POLISHED	2.00
HED2000100410	2000mm ID(79.01" od)10ga 10%kr,	10.00
HED2300100407	2300mm ID(90.92"od) 7ga 10%kr,	7.00
HED310001024	31" id, F & D HEAD, ASME STYLE	8.00
HED4200010044	42" id, 10 ga, 1.5"sf, T304-#4 Polish id/od SA240	2.00
HED4800010044	48" id, 10 ga, 1.5"sf, T304-#4 Polish id/od SA240	1.00

StockCode	Description	Qty Counted
HED480001204	48" id, F & D HEAD, ASME STYLE	2.00
HED550001204.CN	55" ID, 3MM (12GA), 304	2.00
HED570001204	57" id, ASME STYLE F & D HEAD	4.00
HED570001204.CN	57" ID, 3MM (12GA), 304	3.00
HED600001004	60" id, F & D HEAD, ASME STYLE	1.00
HED690001004.CN	69" ID, 4MM (10GA), 304	1.00
HED860001004	86" id F & D HEAD, T304-2B	2.00
HED94000074	94" id F & D HEAD, T304-2B	6.00
HED94000104	94" id F & D HEAD, T304-2B	1.00
HED960000704	96" id F & D HEAD, ASME STYLE	3.00
HOS00750STUB	3/4" STUB HOSE BARB, T316	71.00
HOS02500PNEU0500	1/4"od BLUE Polyurethane Hose x 500ft	2.00
HOS02500PNEU1000	1/4"od BLUE Polyurethane Hose x 1000ft	3.00
HOS02525.304BB	1/4" HoseBarb x 1/4" HoseBarb T304	68.00
HOS03737.316	SS-6-HC-1-6 HOSE CONN	17.00
HOS03750PNEUURE	3/8"od BLUE Polyurethane Hose	415.00
HOS03750PVCO	3/8"ID 5/8"OD PVC TUBING(FOOD)	600.00
HOS03750STUB	3/8" STUB HOSE BARB, T316	60.00
HOS05000PNEU0150	1/2"od BLUE Polyurethane Hose x 150ft	50.00
HOS05000PVCO	1/2"ID x 3/4"od FOOD TUBE	26.00
HOS05000SILICON	1/2"ID x .813" Braid Silicone	270.00
HOS05000STUB	1/2" STUB HOSE BARB, T316	7.00
HOS08410PVCC	1/4" id. PVC Braided Hose	450.00
HOS10610PVCC	3/8" id. PVC Braided Hose	140.00
HOS12810PVCC	1/2" id. BRAIDED HOSE	160.00
HOSBREW1000	1" BREWERS HOSE	128.00
HOSBREW1500010TC	1-1/2" Brew Hose c/w t/c ends x 10'OAL	2.00
HOSBREW1500020TC	1-1/2" Brew Hose c/w t/c ends x 20'OAL	1.00
HOSBREW2000	2" BREWERS HOSE	72.00
HOSWASHDOWN05025	1/2" id EPDM WSHDN HOSE x 25'	3.00
HOSWASHDOWNNOZ	WASHDOWN HOSE NOZZLE	4.00
IFME30128	Sealing Plug Adapter, G1	7.00
IFME33208	Adapter, G1/Vario fitting, x 1.5" T/C	8.00
IFMEVC058	EVC058 , PatchCord M12 Cable x 2m; 5 Pole 4 wire	13.00
IFMEVT005	IFM EVT005 , M12 Cable x 10m; 4wire	1.00
IFMPI2797	Pressure Sensor, -0.73 - 14.5 psi G1 MOUNT	2.00
IFMPI2798	Pressure Sensor, 0-100" h2o, G1 MOUNT	2.00
INGOLD 25MM INCL	25mm Ingold Weld-in Socket	2.00
INGOLD 25MM PLUG	25mm Ingold Socket Plug	2.00
INS15MINWOOLROL	1.5" MINERAL WOOL 48"w x 30'lg	2,280.00
INS24000WOOL	2" 6 LB. DENSITY KOAWOOL	150.00
INSPOURFOAM495B	POUR-IN-PLACE FOAM B 495 LB	812.00
INSPOURFOAM500A	POUR-IN-PLACE FOAM A 550 LB	666.00
INSTALLTOOLKIT	PRINCESS AUTO TOOL KIT	9.00
IZMAG050D000S000C	2" T/C ELECTROMAG. FLOW METER	3.00

StockCode	Description	Qty Counted
JEN05000ANCHPVC	1/2" TUBE ANCHOR W/ PVC INSERT	53.00
JEN05000GASEPDM	1/2" EPDM GASKET	407.00
JEN05000GASSW	1/2" WHITE SILICONE GASKET	29.00
JEN05000GASVIT	1/2" VITON GASKET	86.00
JEN05005FERR316	1/2" x 1/2" Long Ferr. T316	14.00
JEN05010FERR6	1/2" x 1-1/8" Lg 316L SA479	14.00
JEN07005FERR316	3/4" x 1/2" Long Ferr. T316	6.00
JEN07500ANCHSFY	3/4" HANGER(2 PC) W/SFY Insert	16.00
JEN07500CLMP	3/4" CAST HEAVY DUTY CLAMP	43.00
JEN07500GASE	3/4" EPDM GASKET; 42MP-E-3/4	40.00
JEN07500GASSW	3/4 " WHITE SILICONE GASKET	12.00
JEN07500GASTEFL	3/4" TEFLON GASKET	111.00
JEN07500GASVIT	3/4" VITON GASKET	474.00
JEN07500TCCP316	3/4" T/C CAP T316	16.00
JEN07507TUBE316	3/4" SAN.TUBE T316L 0.065 wall	320.00
JEN10000ANCH.CN	1" TUBE HANGER NO STAND-OFF	527.00
JEN10000ANCHPVC	1" TUBE ANCHO W/ PVC INSERT	47.00
JEN10000GASE	1" EPDM GASKET ; 40MP-E-1	625.00
JEN10000GASN	1" BUNA-N GASKET P/N J40N	335.00
JEN10000GASSW	1" WHITE SILICONE GASKET	69.00
JEN10000GAST	1" TEFLON GASKET	111.00
JEN10000GASV	1" VITON GASKET	391.00
JEN10000GASX10V	1" T/C 10 Mesh Screen, Viton Gasket	10.00
JEN10000GASX16V	1" T/C 16 Mesh Screen, Viton Gasket	10.00
JEN10000GASX30V	1" T/C 30 Mesh Screen, Viton Gasket	10.00
JEN10005FERR	1" x 1/2" LONG, T304 FERRULE	85.00
JEN10007BWCR	1" B.W. CROSS, #7 POL, T304	5.00
JEN10007BWTCTE	1" BW x TC TEE T316 #PL POL	134.00
JEN10007BWTE	1" B/W TEE T304 POL ID/OD	101.00
JEN10007BWTY	1" B/W TRUE Y T304 #7	3.00
JEN10007TCTE	1" T/C TEE T304 POL ID/OD	74.00
JEN10007TUBE	1" dia. SANITARY TUBING, T304	433.00
JEN10010FERR	1" x 1-1/8" LONG FERR., T304	151.00
JEN10020FERR	1" x 2" Long t/c Ferrule, T304/304L	1,734.00
JEN10077CRED316	1.0" x 3/4" CONC RED T316 POL	21.00
JEN1010107BBTTE6	1" BW x 1" BW x 1" TC TEE PL	14.00
JEN10457BWEL	1" 45° BW ELBOW T304 POL ID/OD	37.00
JEN10457BWEL316	1"45° BW ELBOW T316 #7 POL	2.00
JEN10907BWEL	1", 90° ELBOW POL ID/OD T304	226.00
JEN10907BWTCEL	1" 90° ELBOW B/WxT/C T304	28.00
JEN10907TCEL	1" 90° TRI-CLMP ELB. POL ID/OD	9.00
JEN15000ANCH.CN	1-1/2" TUBE HANGER NO STANDOFF	679.00
JEN15000ANCHPVC	HANGER TUBE 1-1/2 C/W PVC INSERT AISI 3	114.00
JEN15000ANCHSFY	1.5" HANGER w/SFY Insert	34.00
JEN15000CLMP	1-1/2" CAST HEAVY DUTY CLAMP	497.00

StockCode	Description	Qty Counted
JEN15000CLMP.CRN	1-1/2" HEAVY DUTY CRN CLAMP	246.00
JEN15000GASEPDM	1-1/2" T/C EPDM GASKET; 40MP-E-1-1/2	456.00
JEN15000GASN	1-1/2" BUNA-N GASKET P/N J40N	1,899.00
JEN15000GASSW	1-1/2 " WHITE SILICONE GASKET	5.00
JEN15000GAST	1-1/2" T/C GASKET WHITE TEFLON	80.00
JEN15000GASV	1-1/2" VITON GASKET	381.00
JEN15000GASX	1-1/2" T/C 10 MESH SCREEN	19.00
JEN15000GROMMET	1-1/2" GROMMETT FOR ANCHORS	700.00
JEN15000ORIFN	1.5" SANITARY ORIFICE PLATE	3.00
JEN15000SWIVJT	1-1/2" SWIVEL JOINT	20.00
JEN15000TCCP	1-1/2" T/C CAP, T304, P/N JC16	56.00
JEN15001BWNTY	1-1/2" B.W. LATERAL "Y" T304	5.00
JEN15005FERR	1 1/2" x 1/2" LG FERRULE	236.00
JEN15007BWCR	1.5" B.W. CROSS, #7 POL, T304	1.00
JEN15007BWNTY	1-1/2" B.W. LATERAL "Y" T304	5.00
JEN15007BWTCTE	1-1/2" BW x TC TEE T304 #7 POL	54.00
JEN15007BWTE	1-1/2" BW TEE T304 POL ID/OD	102.00
JEN15007TCCR	1-1/2" T/C CROSS, #7 PO, T304	2.00
JEN15007TCTE	1-1/2" T/C TEE T304 POL ID/OD	136.00
JEN15007TCTE316	1-1/2" T/C TEE T316 POL ID/OD	151.00
JEN15007TUBE	1-1/2" dia. SANITARY TUBING #7	1,794.00
JEN15010FERR	1-1/2" x 1 1/8" LONG FERR, 304	122.00
JEN15015FERR	1-1/2" x 1.62" FERR, T304	178.00
JEN15015FERRTNK	1-1/2" x 1.62" TANK FERR, T304	30.00
JEN15015FERRTNK316	1.5" x 1.62" lg Tnk FERR mtr	10.00
JEN15020FERR4	1-1/2" x 2" Long Ferrule T304/304L	1,872.00
JEN15030FERR	1 1/2" x 3" LONG, T304 FERR.	19.00
JEN15077CRED316	1.5" x .75" CONC. RED T316 POL	12.00
JEN15107CRED	1.5" x 1" BW CON. RED T304 #7	21.00
JEN15107ERED	1.5" x 1" BW ECC. RED T304 #7	20.00
JEN1515107BBTTE	1.5BW x 1.5BW x 1.0 TC TEE #7	3.00
JEN1515107BWTE	1.5 x 1.5 x 1.0 BW TEE #7 T304	22.00
JEN1515TPADAPT	1.5" TUBE x 1.5" mnpt ADAPTOR	8.00
JEN15457BWEL	1 1/2"45DEG BW ELB.T304PO.ID/O	31.00
JEN15457TCEL	1 1/2" 45 deg T/C ELBOW, T304	4.00
JEN15907BWEL	1.5" 90 BW Elbow #7 Polish, ext legs	84.00
JEN15907BWELSHT	1.5" 90 BW Elbow #7 Polish, (SHORT ELBOW)	150.00
JEN15907BWTCEL	1-1/2" 90 ELBOW BWxT/C T304	33.00
JEN15907TCEL	1 1/2" 90 deg T/C ELBOW, T304	78.00
JEN15907TCEL316	1 1/2" 90 deg T/C ELBOW, T316	100.00
JEN20000ANCH.CN	2" TUBE HANGER NO STAND-OFF	806.00
JEN20000ANCHPVC	2" TUBE HANGER w/ PVC INSERT	81.00
JEN20000CLMP	2" CAST HEAVY DUTY CLAMP, T304	61.00
JEN20000CLMPHP	2" HIGH PRESSURE TRI-CLAMP	39.00
JEN20000GASEPDM	2" T/C EPDM GASKET; 40MP-E-2	280.00

StockCode	Description	Qty Counted
JEN20000GASN	2" BUNA-N GASKET, P/N J40N	1,651.00
JEN20000GASSW	2 " WHITE SILICONE GASKET	24.00
JEN20000GAST	2" TEFLON GASKET	94.00
JEN20000GASV	2" VITON GASKET	43.00
JEN20000GASX	2" T/C 10 MESH SCREEN	9.00
JEN20000SWIVJT	2" SWIVEL JOINT	21.00
JEN20000TCCP	2" T/C CAP, T304	48.00
JEN20005FERR	2" FERRULE X 1/2" LG. 304	123.00
JEN20007BWNTY	2.0" B WELD LATERAL Y 304 #7	5.00
JEN20007BWTCTE	2" BW x TC TEE T304 #7 POL	19.00
JEN20007BWTE	2"BW TEE T304 POL ID/OD	30.00
JEN20007TCTE	2" T/C TEE T304 POL OD	7.00
JEN20007TUBE	2" TUBE T304 POL ID/OD	740.00
JEN20010FERR	2" Clamp Ferr x 1-1/8" Lg	121.00
JEN20015FERRTNK	2" x 1.62" TANK FERR, T304	60.00
JEN20030FERR	2"X3" LONG FERRULE T304	12.00
JEN20107CRED	2" X 1" CONC RED 304 #7 POLISH	17.00
JEN20107ERED	2" X 1" ECC. RED T304 UNPOL.	38.00
JEN20151CRED	2" x 1-1/2" CONC RED T304	17.00
JEN20157CRED	2" x 1-1/2" BW CON.RED T304 #7	1.00
JEN20157ERED	2"x 1.5" BW ECC.RED T304 POL#7	33.00
JEN20157EREDTCTC	2" x 1.5" Ecc.Red w/ T/C ENDS	47.00
JEN202010BWRDTE	2" X 2" X 1"REDUCING TEE BWTE	31.00
JEN2020157BWRDTE	2" x 2" x 1.5" BW REDUCING TEE	15.00
JEN2020207BBTTE6	2" BW x 2" BW x 2" TC TEE PL	7.00
JEN20457BWEL	2" 45° BW ELBOW #7 POL	15.00
JEN20907BWEL	2"90 DEG ELBOW T304 POL ID/OD	58.00
JEN20907BWEL316	2" 90° BW ELBOW 316L POL ID/OD	4.00
JEN20907BWellLONG	2"90 BW EL L2S T304 P ID/OD	32.00
JEN20907BWellLONG316	2"90 BW EL L2S T316L P ID/OD	2.00
JEN20907BWTCEL	2" 90° ELBOW BWxT/C T304	14.00
JEN20907BWTCEL316	2" 90° ELBOW BWxT/C T316	40.00
JEN20907TCEL	2" 90° T/C Elbow. POL ID/OD	185.00
JEN25000ANCH.CN	2 1/2" TUBE HANGER NO STANDOFF	347.00
JEN25000ANCHPVC	2.5" TUBE HANGER PVC INSERT	18.00
JEN25000CLMP	2-1/2 CAST HEAVYDUTY CLAMP,T304	91.00
JEN25000CLMPHP	2.5" HIGH PRESSURE TRI-CLAMP	39.00
JEN25000GASN	2 1/2" BUNA-N GASKET, P/N J40N	416.00
JEN25000GAST	2.5" TEFLON GASKET	168.00
JEN25000SWIVJT	2.5" SWIVEL JOINT	11.00
JEN25000TCCP	2 1/2" T/C CAP, T304	8.00
JEN25005FERR	2 1/2"FERRULE X 1/2" LONG	58.00
JEN25007BWTE	2.5" BW TEE T304 POL ID/OD	8.00
JEN25007TCTE	2-1/2" T/C TEE T304 POL ID/OD	84.00
JEN25007TUBE	2 1/2" TUBE S/S SAN ID/OD T304	206.00

StockCode	Description	Qty Counted
JEN25010FERR	2 1/2" AM7 FERRULE 1 1/8" LONG	95.00
JEN25030FERR	2 1/2" x 3" T304/304L Ferrule	27.00
JEN25030FERR4	2 1/2" x 3" T304/304L Ferrule	11.00
JEN25157BWERED	2.5 x 1.5 BW ECC RED T304 POL.	6.00
JEN25157CONRED	2.5 x 1.5 BW CON RED T304 POL.	7.00
JEN25157TCCRED	2.5 x 1.5 T/C CRED T304 POL.	3.00
JEN25157TCERED	2.5 x 1.5 T/C ECC RED T304 #7	2.00
JEN25207BWTE	2.5" x 2" RED. B.W. TEE	7.00
JEN25207ERED	2.5" x 2" BW ECC.RED. T304 #7	3.00
JEN2525157BWTE	2.5" x 1.5" RED. BW. TEE T304	8.00
JEN25457BWEL	2.5" 45° BW ELBOW #7 POL	14.00
JEN25907BWEL	2.5" 90° ELBOW T304 POL ID/OD	16.00
JEN25907BWTCEL	2.5" 90° ELBOW BWxT/C T304	15.00
JEN25907TCEL	2.5" 90° T/C Elbow. POL ID/OD	37.00
JEN30000ANCH.CN	3" TUBE HANGER NO STAND-OFF	651.00
JEN30000ANCHPVC	3" TUBE ANCHOR (HANGER) PVC	43.00
JEN30000CLMP	3" CAST HEAVY DUTY CLMP. T304	998.00
JEN30000GASEPDM	3" T/C EPDM GASKET	10.00
JEN30000GASN	3 BUNA-N GASKET, P/N J40N	168.00
JEN30000GASSW	3 " WHITE SILICONE GASKET	9.00
JEN30000GAST	3" TEFLON GASKET	44.00
JEN30000GASV	3" VITON GASKET	46.00
JEN30000SWIVJT	3" SWIVEL JOINT	4.00
JEN30000TCCP	3" T/C CAP, T304	52.00
JEN30005FERR	3" FERRULE X 1/2" LONG T304	29.00
JEN30007BWTE	3" B.W. TEE, T304 POL ID/OD #7	3.00
JEN30007TCTE	3" T/C TEE T304 POL.ID/OD	2.00
JEN30007TUBE	3" SAN. TUBE S/S POL ID/OD 304	155.00
JEN30010FERR	3"FERRULE X 1 1/8" LONG T304	35.00
JEN30030FERR	3" FERRULE X 3" LONG T304	19.00
JEN30040FERR	3" FERRULE X 4" LONG T304	32.00
JEN30107RDBWTE	3" x 1" RED. B.W.TEE # 7POL	7.00
JEN30155ERED	3" x 1.5" ECC.RED T304 # 5 POL	6.00
JEN30157BWTE	3" x 1.5" BW RED.TEE T304 # 7 POL	3.00
JEN30157BWTE316	3" x 1.5" RED.TEE T316 # 7 POL	4.00
JEN30157CRED	3" x 1.5" CON.RED. T304 #7 Pol	10.00
JEN30157ERED	3" x 1.5" ECC.RED T304 # 7 POL	140.00
JEN30201ERED	3" x 2" ECC.RED T304 POLISHED	11.00
JEN30207CRED	3" x 2" CON.RED T304 #7 POLISH	7.00
JEN30257CRED	3"x 2.5" BW CON.RED #7	4.00
JEN30257RDBWTE	3" x 2.5" RED. B.W.TEE #7 POL	4.00
JEN30457BWEL	3" 45° BW ELBOW #7 POLISH	15.00
JEN30907BWEL	3" B. W. ELBOW T304 POL ID/OD	27.00
JEN30907BWTCEL	3" 90° ELBOW BWxT/C T304	4.00
JEN30907TCEL	3" 90° T/C ELBOW T304 #7 POL.	13.00

StockCode	Description	Qty Counted
JEN40000ANCH.CN	4" TUBE HANGER NO STAND-OFF	48.00
JEN40000ANCHPVC	4"Tube Anchor w/PVC INSERT	20.00
JEN40000CLMP	4" CAST HEAVY DUTY CLAMP, T304	553.00
JEN40000GASEPDM	4" T/C EPDM GASKET	1.00
JEN40000GASN	4" BUNA-N GASKET , P/N J40N	209.00
JEN40000GASSW	4 " WHITE SILICONE GASKET	17.00
JEN40000GAST	4" TEFLON GASKET	5.00
JEN40000GASV	4" VITON GASKET	25.00
JEN40000TCCP	4" T/C CAP, T304, P/N JC16	10.00
JEN40005FERR	4" x 5/8" Long Ferrule, T304	14.00
JEN40007BWTE	4"BUTT WELD TEE 304 #7 POL.	10.00
JEN40007TTBTE	4"T/C xTC xBWTEE 304 #7 POL.	2.00
JEN40007TUBE	4" SANITARY TUBING, T304	125.00
JEN40010FERR	4" x 1 1/8" LONG FERR., T304	33.00
JEN40040FERR	4"FERRULE X 4"LONG T304	431.00
JEN40105RDBWTE	4" x 1" RED. B.W.TEE #5POL	1.00
JEN401507RDBWTE	4" x 1.5" RED. B.W.TEE #7 POL	5.00
JEN40157CRED	4" x 1 1/2" CON REDUCER #7 POL	2.00
JEN40157ERED	4" x 1 1/2" ECC REDUCER #7 POL	3.00
JEN402007RDBWTE	4" x 2" RED. B.W.TEE #7 POL	12.00
JEN40207CRED	4" x 2" BW CON REDUCER T304 #7	2.00
JEN40207ERED	4" x 2" BW ECC REDUCER T304 #7	2.00
JEN40307CRED	4" x 3" BW CON. REDUCE 304 #7	7.00
JEN40307ERED	4" x 3" BW ECC. REDUCE T304 #7	9.00
JEN40307RDBWTE	4" x 3" RED. B.W.TEE #7 POL	4.00
JEN40457BWEL	4" 45 DEGREE BW ELBOW #7 POL. T304	2.00
JEN40907BWEL	4"90DEG.BW ELB. T304 POL.ID/OD	20.00
JEN40907BWTCEL	4" 90° ELBOW BWxT/C T304	8.00
JEN60000ANCHPVC	6" TUBE ANCHOR(HANGER) PVC	20.00
JEN60000CLMP	6" CAST CLAMP	24.00
JEN60000GASN	6"CLAMP GASKET BUNA	13.00
JEN60000GAST	6" T/C GASKET WHITE TEFLON	6.00
JEN60000JCCP	6" CLAMP CAP T304	6.00
JEN60000TCCP	6" T/C CAP, T304L	6.00
JEN60001BWTE	6" B/W TEE, UNPOL, T304	1.00
JEN60005FERR	6"FERRULE X 7/8" LONG T304	1.00
JEN60015FERR	6" Ferrule x 1-1/2" Lg T304	29.00
JEN60017FERR6HW	6" Ferrule x 1-3/4" Lg T316L	1.00
JEN60307ERED	6" X 3" ECC.RED T304 POL ID/OD	2.00
JEN60457BWEL	6" 45° BW ELBOW T304 POLID/OD	4.00
JEN60907BWEL	6"90DEG.BW ELBOW T304 POLID/OD	6.00
JEN80000CLMP	8" CAST CLAMP	37.00
JEN80907BWEL	8" 90 deg. B/W ELBOW, # 7 POL	2.00
JENDIN025L	1" LINER WELD DIN FITTING	14.00
JENDIN025M	1" MALE WELD DIN FITTING	10.00

StockCode	Description	Qty Counted
JENDIN025NUT	1" NUT DIN FITTING	14.00
JENDIN040EPDM	1.5" EPDM GASKET DIN FITTING	6.00
JENDIN040M	1.5" MALE WELD DIN FITTING	8.00
JENDIN040NUT	1.5" NUT DIN FITTING	6.00
JENDIN050CAP	2" CAP DIN FITTING	4.00
JENDIN050L	2" LINER WELD DIN FITTING	30.00
JENDIN050M	2" MALE WELD DIN FITTING	2.00
JENDIN050NUT	2" NUT DIN FITTING	9.00
JENDIN050TEF	2" PTFE GASKET DIN FITTING	12.00
JENDIN065CAP	2.5" CAP DIN FITTING	1.00
JENDIN065EPDM	2.5" EPDM GASKET DIN FITTING	28.00
JENDIN065L	2.5" LINER WELD DIN FITTING	10.00
JENDIN065M	2.5" MALE WELD DIN FITTING	5.00
JENDIN065NUT	2.5" NUT DIN FITTING	3.00
JENDIN080L	3" LINER WELD DIN FITTING	1.00
JENDIN080M	3" MALE WELD DIN FITTING	2.00
JENDIN080TEF	3" PTFE GASKET DIN FITTING	7.00
JENSTRAINBKUP150TBLG	1-2" In-Line LG BackUp Tube	1.00
JENSTRAINMESH15060	1.5" In-Line Strainer 60 MESH	2.00
JENTCLIGHT2	2" T/C LIGHT FIXTURE w/Switch	2.00
JENTCLIGHT2 5060	2" t/c LEDTank Light w/push button switch	11.00
JENTCLIGHT2LED120NS	2" T/C LED LIGHT (No Switch)	3.00
JENTCLIGHT2LED120TG	2" T/C LIGHT W/TOGGLE SW	1.00
KEG586LITER2	58.6 LITER KEG C/W 2" T/C TOP	1.00
KEG586LITER415	58.6 L KEG c/w 4" T/C TOP,	6.00
KEG8910DPA33V02	30AMP3-P120VDEF.PURP.CONTACTOR	7.00
KEG8910DPA33V09	30AMP3-P220VDEF.PURP.CONTACTOR	1.00
KEGHEAD 0001	KEG COUPLER WASHING HEAD 001	1.00
KEGHEAD 0002	KEG WASHING COUPLER (EUROPE)	1.00
KEGHEAD 0003	KEG COUPLER WASHING HEAD "A"	5.00
KEGHEAD 0004	KEG COUPLER SHUT OFF VALVE	7.00
KEGHEAD 0005	KEG COUPLER COUPLING NUT	11.00
KEGHEAD 0008	1/2" ID S/S TAILPIECE	230.00
KEGHEAD 003	BODY CONNECT - BEVERAGE OUT	5.00
KEGHEAD 006	MALE QKD BODY x 1/4"mnpt - GAS	24.00
KEGHEAD 008	Female QKD BODYx 3/8"Barb -GAS	17.00
KEGHEAD 009	Female QKD BODYx 3/8"Barb -LIQ	9.00
LEG118015250	1.18"d x 5/16"THD FOOT PAD	8.00
LEG13000075	7.09"d x 3/4"THD-6"Lg S/S FOOT	25.00
LEG13000100	7.09"d x 1"THD-6"Lg S/S FOOT	10.00
LEG13300591756	5.91"d x 3/4"THD-6"Lg S/S FOOT	41.00
LEG26900125	7.05"d x 1-1/4"-7 Thd-6"Lg S/S Footpad	9.00
LEG295061770	2.95"d x 1/2"THD-6"Lg S/S FOOT	228.00
LEGINSERT 001	1/2" UNC LEG INSERT(Plastic)	70.00
LEGINSERT 003	1/2"-13 LEG INSERT=2" sq Tube	26.00

StockCode	Description	Qty Counted
LOADCELL (3) S/S TENSION	5000# CAPACITY	1.00
LOADCELL (4)	LOAD CELL 4 LEGS 0-125CUFT	2.00
LUBTHERMALTRANS	THERMAL TRANSFER COMPOUND	19.00
MAN00300OUTONLY	300mm Clmp Manway(OUT)1.2 bar	7.00
MAN06000PRES.CN	6" PRESSURE DIA. 159MM MANWAY	7.00
MAN0V250.OT	6V250 MANWAY C/W KNOBS	1.00
MAN0V250GASKET	6V250 MANWAY GASKET	1.00
MAN12000PRES.CN	12" (300mm) RD 304 PRESS MAN	3.00
MAN14000GLASS.CN	14" ROUND SIGHT GLASS MANWAY	3.00
MAN16000.CN	16" ROUND DIA. 400MM MANWAY	9.00
MAN16000GASEPDM.CN	EPDM GASKET DIA. 400MM MANWAY	28.00
MAN16000GASKET	EPDM GASKET (16") CLONE MANWAY	4.00
MAN16018GASKETEPDM	GOULD'S OVAL EPDM GASKET	2.00
MAN17000GASKET	EPDM GASKET FOR G&H MANWAY	5.00
MAN17000PRES.CN	17" PRESSURE DIA. 430MM MANWA	74.00
MAN17013ELIPGASEPDM.CN	EPDM GASK 21"X17" ELIP MANWAY	64.00
MAN17013SQ.CN	17" SQUARE MANWAY 17"X13"	12.00
MAN17013SQGASEPDM.CN	EPDM GASK 17" X 13" MANWAY	47.00
MAN17013WZCB.CN	17.5" X 13.5" ID SHADOWLESS	103.00
MAN17013WZCBEPDM.CN	EPDM SHADOWLESS MANWAY GASKET	3.00
MAN17021X150REC.CN	435MM(17)X535MM(21)X150MM(6)	1.00
MAN17021X200ELIP.CN	435MM(17)X535MM(21)X200MM(8)	34.00
MAN18000..OTGOU	18" SWING OUT MANWAY(LG CLONE)	2.00
MAN18000.CN	18" ROUND MANWAY DIA 450 DIA.	45.00
MAN18000GASEPDM.CN	EPDM GASKET DIA 450 MANWAY	70.00
MAN18000GASKET	EPDM GASKET (18") CLONE MANWAY	3.00
MAN18000GLASS.CN	18" ROUND SIGHT GLASS MANWAY	42.00
MAN20375GASKETEPDM	T500(20.375") EPDM GASK	1.00
MANCFLGASKET.CN	DN450 NON-PRES. SILICON GASKET	1.00
MANFAB16	DME FABRICATED 16" TOP MANWAY	5.00
MANGASKET G/15	G/15 EPDM GASKET	14.00
MANSHLGASKETEPDM	EPDM R202 Man Door Gasket	1.00
MANTREMCAR-GASK	TREMCAR MANWAY GASKET	3.00
MCH05050BARB	1/2" TC x 1/2" x 1.5"lg H BARB	53.00
MCH07537BARB	3/4" TC x 3/8" x 1.5"lg Hose Barb	1.00
MCH07550BARB	3/4" TC x 1/2" x 1.5"lg H BARB	10.00
MCH07575BARB	3/4" TC x 3/4" x 1.5"lg H BARB	9.00
MCH1001000CMPFERR	1.0" H.BARB CRIMP FERR.	14.00
MCH10030BARB	1.5 T/C x 1.0" x 3.5 LG H.BARB	4.00
MCH10100CUPADPT	1" T/C x 1" COUPLING, T304	54.00
MCH10100NIPADPT	1" T/C x 1" NPT NIPPLE, T304	45.00
MCH1501500CMPFERR	1.5" H.BARB CRIMP FERR.	21.00
MCH1501550BARB	1.5" T/C x 1.5" x 5" LG H.BARB	7.00
MCH15025CUPADPT	1 1/2" T/C x 1/4" COUPLING	91.00
MCH15037NIPADPT	1 1/2" T/C x 3/8" NPT NIPPLE	105.00

StockCode	Description	Qty Counted
MCH15050BARB316	1-1/2" T/C x 1/2" HOSE BARB	24.00
MCH15050CUPADPT	1 1/2" T/C x 1/2" COUPLING	32.00
MCH15050NIPADPT	1 1/2" T/C x 1/2" NPT NIPPLE	17.00
MCH15075BARB	1 1/2" T/C x 3/4" HOSE BARB	4.00
MCH15075CUPADPT	1 1/2" T/C x 3/4" COUPLING	6.00
MCH15075NIPADPT	1 1/2" T/C x 3/4" NPT NIPPLE	19.00
MCH15100CUPADPT	1 1/2" T/C x 1" COUPLING	18.00
MCH15100NIPADPT	1 1/2" T/C x 1" NPT NIPPLE	15.00
MCH15150NIPADPT	1 1/2" T/C x 1 1/2" NPT NIPPLE	26.00
MCH15200CUPADPT	1 1/2" T/C x 2" COUPLING	2.00
MCH15200NIPADPT	1 1/2" T/C x 2" NPT NIPPLE 304	7.00
MCH2002000CMPFERR	2" H.BARB CRIMP FERR.	2.00
MCH2002050BARB	2" T/C x 2" x 5" LG H.BARB	1.00
MCH20025CUPADPT	MACHINED 2" TC CAP x 1/4" COUP	10.00
MCH20150CUPADPT	2" T/C x 1-1/2" COUPLING T304	5.00
MCH20150NIPADPT	2" T/C x 1 1/2" NPT NIPPLE	8.00
MCH20200CUPADPT	2" T/C x 2" COUPLING	3.00
MCH20200NIPADPT	2" T/C x 2" NPT NIPPLE, T304	14.00
MCH25200CUPADPT	2.5" T/C x 2" COUPLING	3.00
MCM01676A12	MAGNETIC CATCH ALUMINUM	18.00
MCM01986K25	SPRING FOR DAMPERS	5.00
MCM02344K13 28MM	28mm SH Bushing for Pulley	1.00
MCM02427K163	1" mBSPT- mNPT S/S Adaptor	11.00
MCM02427K173	1-1/2" mBSPT- mNPT S/S Adaptor	1.00
MCM02663K24	1/2" SOLENOID VALVE, 24vdc,	2.00
MCM02857K413	Water Supply Hose w/ 1/2" npt ends	33.00
MCM02913T999HLT	FLOW SWITCH 1.5" thd, 5-60gpm	2.00
MCM02993T95	3/4" TWO LINES	38.00
MCM03259T24	STRUT CHANNEL NUTS WITH SPRINGS 316SS	97.00
MCM032665K14	SAN THERM DUAL SCALE 1.5" TC	4.00
MCM032665K141	SAN THERM DUAL SCALE 2" TC	1.00
MCM03392T51	3/16 CHAIN, 1200# LOAD Cap.	103.00
MCM03797T54	5/16"d H. ST. ANCHOR SHACKLE	20.00
MCM03870K81	TYPE K THERMOCOUPLE WIRE	50.00
MCM03946K124	3" Therm.x 2.5"Stem, Back Conn	3.00
MCM03946K224	3" Therm.x 9"Stem, Back Conn	1.00
MCM03956K125	3" THER x 2.5" Stem Rt. Angle	15.00
MCM04352K224	Flow Mtr Pulse Output Module	1.00
MCM04352K53	1" npt Flow Meter, 5-50gpm	2.00
MCM04450K1	1/8" MNPT HEX MUFFLER	26.00
MCM04589K22	1/2" CPVC SCH 80 ELBOW	29.00
MCM04971K5	1" NPT Insertion Flow Switch	2.00
MCM04985K16	FEMALE DIN CONN TYPE "A" Recpt	30.00
MCM04985K22	Male DIN CONN TYPE "A" Recpt	11.00
MCM05136K16	4" URETHANE HOSE	32.00

StockCode	Description	Qty Counted
MCM05136K28	6" URETHANE HOSE	12.00
MCM05269T84	2" ID SPLIT LOCKING GROMMET	53.00
MCM05481K17	1/2" mnpt PLASTIC PLUG Sq Head	44.00
MCM05481K18	3/4" mnpt PLASTIC PLUG Sq Head	149.00
MCM05481K19	1" mnpt PLASTIC PLUG Sq. Head	1.00
MCM05481K22	1-1/2" mnpt PLASTIPLUG Sq Head	8.00
MCM05784T121	NP Brass ASME Pop-Safety Valve	3.00
MCM06204K24	4.45" OD, B sec. V-Belt Pulley	2.00
MCM06209K111	3.75" OD, 2B V-Belt SH Pulley	3.00
MCM06381K352	2" id x 2.25 x 2.5" BRONZE BUSH	62.00
MCM06436K43	1.5" S/S Clamp-on Shaft Collar	3.00
MCM06835K58	FELT FILTER BAG 25 MICRON	1.00
MCM07098K52	120v RELAY, SPDT, 5 Terminal	13.00
MCM07807K46	MultiCord StrainRelief 3/4" npt	19.00
MCM08262T13	UltraThin Relay & Socket Combo	21.00
MCM08262T999	UltraThin RelayCONNECTOR STRIP	13.00
MCM09287K133	180° L.H. Torsion Spring, T302	5.00
MCM09532K21	3.0" T/C Ferr. End Protectors	27.00
MCM09532K36	2.0" T/C Ferr. End Protectors	28.00
MCM1184N3	MIX VALVE 1" NPT FEM. CONN.	2.00
MCM46515K81	Hort Level Switch, 1" npt conn	18.00
MCM46815K21	Hort Level Switch, 1" npt conn	17.00
MCM46815K22	S/S Hot Level Switch, 120/240	6.00
MCM47885K73	1/2" fnpt, CHECK VALVE 5psi Cra	10.00
MCM71445T84	ROTATING PVDF DRUM WASH HEAD	9.00
MCM7429K47	TWIN HOSE CLIP 3/4" - 7/8"	14.00
MCM8672K42	1/4" UHMW WEAR STRIP	10.00
MCM92390A395	1/2" x 3" Clevis Pin 18.8 S/S	20.00
MCM92680A615	3/8-16 BRASS HVY HEX NUTS	78.00
MCM92949A540	Button Head Soc. Cap Screw 1/4-20 x 3/4" long	325.00
MCM93495A310	Rivet Nut, Brass Rubber Insulated 1/4-20 thd	360.00
MCM94709A418	3/8" Neopren/SS Sealing Washer	80.00
MCM97467A693	M8 x 1.25 INTERNAL THD, 18-8 SS RIVET NUT	63.00
MCM98408A152	3/4" E-STYLE RETAINING RINGS	130.00
MSC0405.4	4" x 5.4 M.S CHANNEL	6.00
MSF03720 BAR	3/8" x 2" MILD STEEL BAR	485.00
MST1515.1250	1-1/2 x 1-1/2 x 1/8" M.S.TUBE	240.00
MST2020.1250	2" x 2" x 1/8" M.S.TUBE .	880.00
MST2050.125	2" x 5" x 1/8" wall HSS-	24.00
MST3030.1250	3" X 3" X 1/8" MILD STEEL TUBE	50.00
MTRDRIVE005230SM	1/2 hp/230v WSHDN INVERTER	3.00
MTRDRIVE0201P3PDIN	2 hp 1ph In/2hp 3ph OUT	1.00
MTRDRIVE020230DIN	2 HP/208-240V INVERTER DRIVE	2.00
MTRDRIVE020230SINGLEINPUT	2 hp DRIVE 208-230in / 230out	2.00
MTRDRIVE020230SM	2 hp/230v WSHDN INVERTER DRIVE	1.00

StockCode	Description	Qty Counted
MTRDRIVE020460DIN	2 HP/380-480V INVERTER DRIVE	8.00
MTRDRIVE030230DIN	3 HP/208-240V INVERTER DRIVE	2.00
MTRDRIVE030230SM	3 hp/230v WSHDN INVERTER DRIVE	8.00
MTRDRIVE030460SM	3 hp/460v WSHDN INVERTER DRIVE	1.00
MTRDRIVE030575SM	3 hp/575v WSHDN INVERTER DRIVE	5.00
MTRDRIVE050460DIN	5 HP/380-480V INVERTER DRIVE	5.00
MTRDRIVE050460SM	5 hp/460v WSHDN INVERTER DRIVE	2.00
MTRDRIVE050600DIN	5 HP/525-600V INVERTER DRIVE	1.00
MTRDRIVE05575	5 hp/575v WSHDN INVERTER DRI	1.00
MTREXP0123046001	1 hp 115- 230/1/60 HZ, 56 FR	1.00
MTREXP0723046001	3/4 hp 115- 230/1/60 HZ, 56 FR	1.00
MTREXP30575363	3.0 hp EXPLOSION PROOF 1800rpm	1.00
MTREXP50208460/3/60	5.0 hp EXPLOSION PROOF 1800rpm	3.00
MTRWSH15575614517	1.5 hp 575/3/60 ,145f, 1700rpm	1.00
MTRWSH2057518145	2.0 hp 575/3/60 ,145f, 1800rpm	4.00
MTRWSH205753145	2.0 hp 575/3/60 ,145f, 3450rpm	5.00
MTRWSH22145	2 hp, 2 Pole, 145f 200-480v	20.00
MTRWSH24145	2 hp, 4 Pole, 145f 200-480v	8.00
MTRWSH5023046061836	5 hp @208/460 3HP@415v/50hZ	3.00
MTRWSH50575184	5 hp Wshdn,575/3/60 184T FRAME	1.00
MTRWSH52184	5 hp, 2 Pole, 184f 200-480v	7.00
MTRWSH54184	5 hp, 4 Pole, 184f 200-480v	5.00
NIP0125015154	1/8 x 1.5 lg Sch 40 Nipple 304	20.00
NIP012502154	1/8 x 2 LG SCH 40 NIPPLE T316	12.00
NIP01250C156	1/8 x CLOSE NIPPLES 150# T316	42.00
NIP0250015156	1/4" NIPPLE 1-1/2" LONG 316	19.00
NIP025002156	1/4" NIPPLE 2" LONG 316	32.00
NIP025004156	1/4" NIPPLE 4" LONG 316	8.00
NIP02500C156	1/4" CLOSE NIPPLE 316	46.00
NIP02500S156	1/4" SHORT NIPPLE 316	33.00
NIP037002156	3/8" NIPPLE 2" LONG 316	16.00
NIP037003156	3/8" NIPPLE 3" LONG 316	29.00
NIP037004156	3/8" NIPPLE 4" LONG 316	25.00
NIP037005156	3/8" NIPPLE 5" LONG 316	9.00
NIP037006156	3/8" NIPPLE 6" LONG 316	15.00
NIP03700C156	3/8" Close Nipple 316	43.00
NIP03700S156	3/8" SHORT NIPPLE 316	22.00
NIP050002154	1/2" NIPPLE x 2" LONG T304	65.00
NIP0500025156	1/2" NIPPLE 2.5" LONG 316	6.00
NIP050003154	1/2" NIPPLE 3 " LONG T304	55.00
NIP050004156	1/2" NIPPLE 4" LONG 316	26.00
NIP050005156	1/2" NIPPLE 5" LONG 316/316L	11.00
NIP050006154	1/2" NIPPLE 6" LONG 304/304L	13.00
NIP05000C156	1/2 Close Nipple, 316	133.00
NIP05000S154	1/2" Short Nipple 304/304L	7.00

StockCode	Description	Qty Counted
NIP075002154	3/4" NIPPLE 2" LONG 304	84.00
NIP075003154	3/4" NIPPLE 3" LONG T304	45.00
NIP0750035156	3/4 NIPPLE 3 1/2" LONG 316	10.00
NIP075004156	3/4" Nipple 4" LONG T316	25.00
NIP0750045156	3/4" Nipple 4-1/2" LONG T316	5.00
NIP075005156	3/4 NIPPLE 5" LONG 316	12.00
NIP075006154	3/4" NIPPLE 6" LONG 304	48.00
NIP07500C156	3/4" CLOSE NIPPLE, T316/316L	32.00
NIP100002404	1" NIPPLE x 2" LONG 304 A733	38.00
NIP100003156	1" NIPPLE 3" LONG T316/316L	24.00
NIP100004154	1" NIPPLE 4" LONG 304 A773	5.00
NIP10000C154	1" CLOSE NIPPLE 304/304L	81.00
NIP125002156	1 1/4" NIPPLE 2" LONG 316	13.00
NIP150002156	1 1/2" NIPPLE 2" LONG 316	39.00
NIP150003156	1 1/2" NIPPLE 3" Long 316	4.00
NIP150004156	1 1/2" NIPPLE 4" LONG 316	4.00
NIP150006156	1 1/2 " NIPPLE 6" LONG 316	8.00
NIP2000025154	2"npt Nipple x 2.5"OAL T304	5.00
NIP200003306	2"npt Nipple x 3"oal T316	32.00
NIP200006154	2"NPT NIPPLE x 6"OAL T304	28.00
NIP20000C156	CLOSE NIPPLE 2" 150# T316	4.00
NSI105-7005	PROBE, RTD, 1-1/2"TC, 3.9", ENDRESS+HAUSER	1.00
NSI30-0020	VALVE CHECK 1/4MNPT - 1/4FNPT SS304 (SS-4CP5-10	1.00
NSI30-0063	DIFFUSER SIGHT GLASS 1-1/2 TC 0.5MIC K46 (GSP#	1.00
NSI30-2163	VALVE BF 1-1/2" TC 316L EPDM SEAL STD HANDLE	2.00
NSI30-2164	VALVE BF 2" TC VALVE AND HANDLE EPDM GASKET 3	1.00
NSI30-2509	MANWAY ROUND 16", 1.5 BAR, WITH TEMPERED GLA	1.00
NSI30-2517	SPRAY ROTATING 1.5" CLIP ON SANIMIDGET SB 360*	2.00
NSI40-0051	UNITANK BOTTOM CONE 1-1/2 x RING 70 DEG CONE x	2.00
NSI40-1504	HYDEX BUSHING FOR MASH MIXER AGITATOR 2-3/8"	1.00
NSI60-0256	NOZZLE SPRAY 1/4 HH-SS 10	8.00
NSI60-0407	FOOT ADJUSTABLE 1-5/8" OD STAINLESS STEEL	11.00
NSI60-0771	5/8" Diam GLASS SIGHT TUBE 72"	12.00
NSI60-1006	BEARING LINEAR 1-1/4" DDS20	1.00
NSI60-1500	HOSE SILICON 3 ID (G384-300)	1.00
NSI60-6035	FOOT ADJUSTABLE 1" UNC X 6" LG X 7" DIA PAD	7.00
NSI60-6036	FOOT ADJUSTABLE 1/2" UNC X 6" LG X 4-1/4" DIA PAD	10.00
NSI60-6382	O-RING PARKER # 2-230 2-1/2ID X 2-3/4OD BUNA	3.00
NSI60-6403	SEAL MECHANICAL 1-1/4" CP.1250.CB.V.316	1.00
NSI60-6803	GASKET 131.D DIN 100 EPDM	4.00
NSI60-7254	SEAL MECHANICAL 1-1/4 SHAFT, COMPLETE SEAL, A	2.00
NSI60-7297	SEAL MECHANICAL 1-1/4 SHAFT, FIXED SEAT ONLY,	2.00
NUT0500COUPLING	1/2" S/S COUPLING NUT, 18-8	6.00
NUT0750COUPLINGMACH	3/4" S/S MACHINED COUPLING NUT	274.00
NUT1000COUPLINGMACH	1" S/S MACHINED COUPLING NUT	5.00

StockCode	Description	Qty Counted
NUT12500COUPLING	1-1/4" -7 S/S(18.8) Coupling Nut	13.00
PERBEVERADAPT	PERLICK BEVERAGE ADAPTOR	4.00
PLG.5969FMAL	FEMALE RECEPTACLE 110V	11.00
PLG00030MALE	15A125V 3W VALISE MALE PLUG	3.00
PLG02500.154	1/4"NPT SQ.HEAD PLUG 150# T304	23.00
PLG03700.304	3/8" npt Sq. Head Plug 3000#	18.00
PLG03750.154	3/8" npt SS SQ.HEAD PLUG T304	13.00
PLG07500.154	3/4"NPT SQ.HEAD PLUG 150# T304	20.00
PLG10000.154	1"NPT SQ. HEAD PLUG 150# T304	6.00
PLG25000.156	2-1/2" npt Sq. Head Plug 150#	4.00
PRESSXMTR060	0-60PSI PRESS. TRANSMITTER	2.00
PRESWITCH630	6-30PSI PRESS SWITCH	6.00
PTC2512STTUBMNP	1/4" TUBE x 1/8" MNPT ST. FTTG	19.00
PTC2525STTUBMNP	1/4" TUBE x 1/4" MNPT ST. FTTG	22.00
PTC3737STTUBMNP	3/8" TUBE x 3/8" MNPT ST. FTTG	21.00
PTC3804C3FILTER	FILTER	1.00
PULLHANDLE 001	PULL HANDLE	8.00
PULLHANDLE 003	1-1/2" RD. SLIDE-ON GRIP 4" LG	29.00
PUMP114MD14TS400	4" HD, 1.5 x 1.5 t/c, 4.00"imp	19.00
PUMP216SEAL	6" SEAL KIT (C+KIT/D-216-B)	32.00
PUMP240VDC350RPM	24 VDC, 350 RPM, 0.74 FLA	6.00
PUMP328IMPEL	8" Pump Impeller(SPECIFY SIZE)	2.00
PUMP328SEAL	8" SEAL KIT (C+KIT/D-328-B)	2.00
PUMP5SEAL	5" Viton Pump Head Seal Kit	6.00
PUMP6SEAL	6" viton pump head seal kit	8.00
PUMPSEAL32.CN	WONDET PUMP SEAL MODEL 32	4.00
QKDFEMALE025MNPT	S/S FEMALE QKD x 1/4 MNPT	10.00
QKDFEMALE037HOS	S/S FEMALE QKD x 3/8 Hose Barb	124.00
QKDMALE037HOSE	MALE S/S QKD x 3/8" HOSE	19.00
QKDMALE037MNPT	MALE S/S QKD x 3/8" MNPT	129.00
QKDSET037.CN	MALE/FEMALE QKD HOS/MNPT 3/8	166.00
RUPDISCDST590021C	5,900psi @ 21°C ZOOK Rupture Disc	50.00
RUPDISCPBST160021C	1,600psi @ 21°C ZOOK Rupture Disc	50.00
RUPDISCRAUS080200F20	80psig @ 200°F ZOOK Rupture Disc 316/epdm	5.00
RUPHOLDST403	3,000psi Screw Type Holder ZOOK , 1/2" mnpt Conn	20.00
RUPHOLDST415	15,000psi Screw Type Holder ZOOK , 1/2" mnpt Conn	20.00
SAN15000CLMP	1 1/2" QUICK CLAMP FOR HEAT EX	68.00
SAN15072TCTCTB	1.5" dia. x 72" SANIPRO TUBE	21.00
SAN25000CLMP	2-1/2" QUICK CLAMP FOR HEAT EX	15.00
SAN30000CLMP	3" QUICK CLAMP FOR HEAT EX	45.00
SAN40000CLMP	4" QUICK CLAMP FOR HEAT EX	6.00
SEAL01250408	1.250"id x 4.08"od x 3/8" SEAL	7.00
SEAL01370306	1.375"id x 3.06"od x 3/8" SEAL	5.00
SEAL01370408	1.375"id x 4.08"od x 3/8" SEAL	6.00
SEAL01750408	1.750"id x 4.08"od x 3/8" SEAL	6.00

StockCode	Description	Qty Counted
SEAL02000408	2.00" id x 4.08" od x 3/8" SEAL	7.00
SEAL02370408	2.375" id x 4.08" od x 3/8" SEAL	1.00
SEAL02750408	2.75" id x 4.08" od x 3/8" SEAL	11.00
SHPPALLET02	48 x 40 Heat Treaded Pallet (Recycled)	8.00
SIGHTGLASSUNION101.6MM	UNION SIGHT GLASS 101.6MM	20.00
SOL821012511060	1.25" SOL. VALVE w/o M.O. 15cv	1.00
SOL8210ASCO	3/4" ASCO SOL. VALVE # 8210	1.00
SOL8210ASCODINCONN	ASCO SOL. VALVE DIN CONNECTOR	2.00
SOL8210G073 120	3/8" ASCO SOLENOID VALVE 120/1	3.00
SOL8210P004	1.0" ASCO SOLENOID VALVE	1.00
SOL8210P022	1.5" ASCO SOLENOID VALVE	2.00
SOL8210P022024	1.5" ASCO SOLENOID VALVE	2.00
SOLSC8210G004024	1.0" ASCO SOLENOID VALVE	3.00
SOLSC8320G202024	1/4" ASCO SOLENOID VALVE	10.00
SOLSC8320G202120	1/4" ASCO SOLENOID VALVE	2.00
SPRAYNOZZLE 003	FULLJET S/S NOZZLE 3/4HH-SS7	25.00
SPRAYNOZZLE 011	S/S SPARGE NOZZLE 3/4HH4-SS	30.00
SPRAYNOZZLE 011A	S/S SPARGE NOZZLE 3/4HH4-SS EQUIV	4.00
SPRAYNOZZLE 016	BRASS WhirlJet Nozzle (VAPOR)	22.00
SPRAYNOZZLE 030.CN	SANI-MIDGET KNOCK OFF, 1" TUBE 360d	5.00
SPRAYNOZZLE 031	Toft SANI-MIDGET, 1" TUBE 270u	4.00
SPRAYNOZZLE 034 360D	Toft SANI-MAGNUM, 1.5" CLIP-ON	2.00
SPRAYNOZZLE 036	1/2"-GG-SS-32	5.00
SPRAYNOZZLE040	1.5" CONNECTION, 65MM BALL	7.00
SPRAYNOZZLE042	1" CONNECTION DUAL NOZZLE	14.00
SSA10101254	1" x 1" x 1/8" S/S Angle T304	820.00
SSA12121874	1-1/4x1-1/4x3/16 SS ANGLE T304	250.00
SSA15151254	1-1/2x1-1/2x1/8 S/S ANGLE T304	120.00
SSA15151874	1-1/2x 1-1/2 x 3/16 ANGLE T304	100.00
SSA2020.1874	2" x 2" x 3/16 ANGLE T304	93.00
SSA20201254	2" x 2" x 1/8" S/S ANGLE T304	80.00
SSA20202504	2" x 2" x 1/4" S/S ANGLE T304	134.00
SSA30302504	3"x3"x1/4" S/S ANGLE 304/304L	130.00
SSCHAIN0125280	1/8" 280LB-WLL 304L STAINLESS STEEL TWIST CHAIN	64.00
SSF012070004	1/8" x 3/4" S/S FLAT BAR T304	168.00
SSF012100004	1/8"x1" S/S FLAT T304	24.00
SSF012200004	1/8"(.118") x 2" FLAT 304/304L	264.00
SSF018100004	3/16"x1" S/S FLAT T304	47.00
SSF018150004	3/16"x1-1/2" S/S FLAT T304	264.00
SSF018200004	3/16"x2" S/S FLAT T304	617.00
SSF018300004	3/16"x3" S/S FLAT T304	12.00
SSF025150004	1/4" x 1-1/2" S/S FLAT T304	176.00
SSF025200004	1/4"x2" S/S FLAT T304	140.00
SSF025300004	1/4"x3" S/S FLAT T304	30.00
SSF025400004	1/4"x4" S/S FLAT T304	17.00

StockCode	Description	Qty Counted
SSF037100004	3/8"X1" S/S FLAT T304	216.00
SSF037150004	3/8"X1-1/2" S/S FLAT T304	41.00
SSF037200004	3/8"X2" S/S FLAT T304	20.00
SSF050120004HR	1/2"X1-1/4" S/S FLAT T304	60.00
SSF050150004	1/2"X1-1/2" S/S FLAT T304	624.00
SSG071442SG4	7 x 2 x 144 x16ga SAFE GRIP304	240.00
SSG101442SG4	10 x 2 x 144" x 14GA SAFE.GRIP T304	22.00
SSG121442SG4	12 x 2 x 144 x 16ga SAFE GRIP T304	240.00
SSM02525KEY4	1/4" SQUARE KEYSTOCK, T304	47.00
SSM03131KEY4	5/16" SQUARE KEYSTOCK, T304	6.00
SSM03737KEY6	3/8" SQUARE KEYSTOCK, 316/316L	16.00
SSM05050KEY4	1/2" SQUARE KEYSTOCK, T304	13.00
SSM07575KEY4	3/4" SQUARE KEY STOCK, T304	24.00
SSMHINGE 001	S/S PIANO HINGE, 2" Open x 6'	1.00
SSP015000104	1 1/2" SCH 10 PIPE 304	360.00
SSP015000104POL	1 1/2" Sch 10 POL PIPE T304	120.00
SSP020000104	2" SCH 10 S/S PIPE T304	260.00
SSP020000104POL	2" Sch 10 S/S 180g POL. T304	420.00
SSP030000404	3" SCH 40 S/S PIPE T304	20.00
SSP030000404POL	3" Sch 40 S/S 180g POL. T304	55.00
SSP040000104	4" SCH 10 S/S PIPE T304	140.00
SSP040000104POL	4" Sch 10 S/S 180g POL. T304	20.00
SSP040000404POL	4" Sch 40 S/S 180g POL. T304	400.00
SSP050 00104SMLS	5" SCH 10 S/S PIPE T304 (0.134w)	32.00
SSP050000404POL	5" Sch 40 S/S 180g POL. T304	440.00
SSP060000104	6" SCH 10 S/S PIPE T304	115.00
SSP060000104POL	6" Sch 10 S/S POL. PIPE T304	260.00
SSP080000104	8" SCH 10s S/S PIPE T304	120.00
SSP160000804SMLS	16" SCH 80 Seamless Pipe, T304/304L	8.00
SSR001250004	1/8" dia. ROUND BAR T304	60.00
SSR003750004	3/8" dia ROUND T304	440.00
SSR006250004	5/8" dia. ROUND T304	140.00
SSR007500004	3/4" S/S ROUND BAR T304	15.00
SSR010000004	1" dia. S/S ROUND T304	124.00
SSR013750004 CG	1-3/8"d CENTRELESS T316 316L	96.00
SSR015000004	1-1/2" dia. S/S ROUND T304	12.00
SSR015000006 CG	1-1/2" dia. RD T316 CENTER GRD	12.00
SSR017500004	1-3/4" dia. S/S ROUND T304	12.00
SSR020000006 CG	2" CENTERLESS T316 316L	6.50
SSR023700004	2-3/8" SMOOTH TURNED ROUND 304	34.00
SSR025000004	2-1/2" dia. S/S ROUND T304	5.00
SSR027500006	2 3/4" C.G. T316 316LROUND BAR	48.00
SSR030000004	3" dia. ROUND T304	6.50
SSR040000004	4" dia. ROUND T304	18.00
SSS480960724	48 x 96 x 7GA T304L-2B	1.00

StockCode	Description	Qty Counted
SSS480961224	48 x 96 x 12ga 304/304L-2B	1.00
SSS4809612524	48 x 96 x 1-1/4 SHEET T304	0.82
SSS480961426	48 x 96 x 14 GA T316 2B S/S	1.00
SSS480962504CHK	48 x 96 x 1/4 CHECK PLATE 304	1.00
SSS480963756	48 x 96 x 3/8 SHEET T316L	1.00
SSS480967504	48 x 96 x 3/4 304/304L PLATE	1.00
SSS481201224	48 x 120 x 12GA 304/304L 2B	22.00
SSS481201244	48 x120 x 12 GA T304 #4 S/S	4.00
SSS481201444	48 x 120 x 14GA #4 SPVOS T304	44.00
SSS481202504	48 x 120 x 1/4 PLATE, T304	1.00
SSS481202524	48 x 120 x 1/4 PLATE T304-2B	3.00
SSS481205004	48 x 120 x 1/2 T304/304L HRAP	1.50
SSS481441124	48 x 144 x 11GA 2B SPVOS T304	7.00
SSS481441224	48 x 144 x 12GA 2B SPVOS T304	31.00
SSS481441444	48 x 144 x 14 GA #4 T304 S/S	7.00
SSS481441644	48 x 144 x 16GA #4 SPVOS T304	6.00
SSS481441644CHK	4 x 12 x 16ga #4 Check Plate	2.00
SSS601200724	60 x 120 x 7GA SHEET 304/304L	7.00
SSS601201024	60 x 120 x 10GA T304L-2B SPV	9.00
SSS601201026	60 x 120 x 10GA 316/316L-2B	1.00
SSS601201224	60 x 120 x 12GA 304/304L-2B	3.00
SSS601201226	60 x 120 x 12GA 2B SPVOS T316	1.00
SSS601201244	60 x 120 x 12GA #4 FINISH T304	2.00
SSS601201444	60 x 120 x 14GA #4 POL. SHEET	22.00
SSS601201624	60 x 120 x16GA T304-2B(NO SPV)	14.00
SSS601201644	60 x 120 x 16 GA T304, #4	7.00
SSS601203164	60 x 120 x 3/16 SHT T304/304L	5.00
SSS601203754	60 x 120 x 3/8 SHEET T304L	2.00
SSS601203756	60 x 120 x 3/8 SHEET T316L	1.00
SSS601206204	60 x 120 x 5/8 T304/304L HRAP	2.00
SSS601441024	60 x 144 x 10GA 2B T304L SPV	13.00
SSS601441124	60 x 144 x 11GA T304/304L-2B	4.00
SSS601441224	60 x 144 x 12GA 2B SPVOS T304	9.00
SSS601441424	60 x 144 x 14GA SHEET 2B T304	5.00
SSS601441444	60 x 144 x 14GA #4 POL. SHEET	30.00
SSS601441644	60 x 144 x 16GA #4 SPVOS T304	7.75
SSSBLOWOUTPATCH02	6" OD 1.5" ID	21.00
SSSBLOWOUTPATCH04	6" OD 2" ID	80.00
SSSBLOWOUTPATCH07	6" OD 3" ID	106.00
SSSBLOWOUTPATCH08	6" OD 3.5" ID RIVETED ON	67.00
SSSBLOWOUTPATCH09	4" OD 2" ID RIVETED ON	31.00
SSSLEGCAP040PIPE	4" PIPE LEG CAP 1-1/16" HOLE	46.00
SSSLEGTRIMUN040P	4" PIPE UNITANK LEG TRIM	67.00
SSSSIGHTTUBEHOLDER	1/2" SCH 40 PIPE	28.00
SST1000P0654	1"RD.S/S ORNA TUBE 180GRT T304	78.00

StockCode	Description	Qty Counted
SST1250P0654	1 1/4" x .065 POL. TUBE, T304	100.00
SST1515P1204	1-1/2" sq x.120" ORNATUBE T304	114.00
SST2015P1204	2" x 1.5" x .120 ORNA TUBE 304	190.00
SST2020.2504	2"X2"X1/4" TUBE T304	35.00
SST2020P0654	2"X2"X.065 ORNA TUBE T304	95.00
SST2020P1204	2"X2"X.120 ORNA TUBE T304	20.00
SST2040P1874	2"x 4" x.187 ORNA TUBE T304	20.00
SST2050P1204	2"x 5" x.120 ORNA TUBE T304	60.00
SST3030.2504	3"X3"X1/4" SQ. TUBE T304	20.00
SST3030P1204	3" x 3" x.120 wall Polished Tube	72.50
SSVENT1014P304	10"od x 14ga 304 POL'D VENT TUBE	46.00
SUD02005094	SK-620PMO-EPDM-25	5.00
SUD02340957	SK-620PMO-EPDM-40-DLS/C	5.00
TEE02500.154	1/4 NPT S/S TEE, T304 150#	37.00
TEE03700.154	TEE 3/8, 150#, T304	9.00
TEE05000.154	1/2" TEE 150 LB T304	17.00
TEE05000.156BW	TEE 1/2" SCH 40, BW T316/316L	6.00
TEE07500.156	3/4" THREADED TEE 150# T316	12.00
TEE10000.154	THREADED TEE 1" 150# T304	73.00
TEE10000.154BW	1" 150#/SCH 10 BW TEE	2.00
TEE12500.156	TEE 1 1/4" 150# T316	19.00
TEE15000.154	TEE 1 1/2" 150# T304 THD'd	27.00
TEE20000.154	TEE 2" 150# T304	29.00
THERMOWELL04	4" CRN THERMOWELL, T316/316L	14.00
THERMOWELL09	9" CRN Thermowell, T316/316L	32.00
TRYCOCK.PERLI SS15	Perlick Tricock w/ S/S Handle	26.00
TRYCOCK.T/C 34	1.5" T/C TRY-COCK SERIES 34 P4	41.00
TRYCOCK.T/C 34 ORING	1.5" T/C Try-Cock Silicone O-Ring Seal	75.00
TRYCOCKREPAIRKIT	Perlick TRY-COCK Repair Kit	12.00
TUB05000FERSET	1/2" Ferrule set (includes front & back)	136.00
TUB05000NUT	1/2" Replacement Comp Nut For Fittings	136.00
TUB050075COMBWP	1/2 COMPRES x 3/4 BW PIPE	54.00
UHM481200250	1/4" Thick UHMW SHEET 4' x 10'	2.00
UHM5.0ROD	5" DIAMTER UHMW ROD	1.00
UHMRAKEFT	1/4" UHMW WEAR STRIP, x 8ft	5.00
UNI03700.156THD	3/8 THREADED UNION 150# T316	7.00
UNI05000.156THD	1/2" THREADED UNION 150# T316	1.00
UNI07500.156THD	3/4" THREADED UNION 150# T316	11.00
UNI10000.156THD	1" THREADED UNION 150# T316	7.00
VACBRK0190192	VACUUM BREAKER VB-21SS 1/2 NPT	7.00
VALPISTON15120V	1.5" PISTON VALVE ASSY 120v	5.00
VALPISTON20024V	2.0" PISTON VALVE ASSY 24v	2.00
VALPISTON20120V	2.0" PISTON VALVE ASSY 120v	2.00
VALVEANGLECONT010POS040	1"(DN025) t/c Angle Seat Control Valve s/s (COLD)	2.00
VALVEANGLECONT010POS100	1"(DN025) t/c Angle Seat Control Valve s/s (HOT)	2.00

StockCode	Description	Qty Counted
VALVEANGLECONT015POS040	1.5"(DN040) t/c Angle Seat Control Valve s/s :COLD	2.00
VALVEANGLECONT015POS100	1.5"(DN040) t/c Angle Seat Control Valve s/s (HOT)	1.00
VALVEANGLECONTPOSHEAD	Digital Positioner Type 8049, 24VDC	3.00
VALVEANGLESEAT015316	1.5" t/c N/C Angle Seat Val	6.00
VALVEBALL 150-60DEG	1.5"npt 60° VportPneuBallValve	1.00
VALVEBALL 200 -60DEG	2"npt 60° V-PORT PneuBallValve	1.00
VALVECHECK1000SWING	1" S/S SWING CHECK VALVE	3.00
VALVECHECK1500SWING	1-1/2" S/S SWING CHECK VALVE	8.00
VALVECHECK2000SWING	2" S/S SWING CHECK VALVE	12.00
VALVECHECKSAN1006025	1.0" Inline Sanitary CheckValve	6.00
VALVECHECKSAN1506	1.5" CHECK VALVE SANITARY	2.00
VALVECHECKSAN1506025	1.5" Inline Sanitary CheckValve	2.00
VALVECHECKSAN2006025	2.0" Inline Sanitary CheckValve	3.00
VALVE-KNIFE12.CN	12" MANUAL KNIFE VALVE	2.00
VALVE-TAPRITE	#1600C SHUTOFF VALVE w/CHECK	14.00
VPR20000TCON	2 " T/C VAC/PRE RELIEF 14.7PSI/1BAR	6.00
VPR40000TCON	4" T/C PVRV, 14.7 PSI, 1 VAC	1.00
WIR04000BLK	#4 awg Stranded Black Wire	930.00
WIR06000BLK	#6 awg Stranded Black Wire	900.00
WIR08300SOW	8/3 SOW CABTIRE WIRE	76.00
WIR10300SOW	10/3 SOW CAB TIRE WIRE	23.00
WIR10400SOW	10/4 SOW CAB TIRE WIRE	354.00
WIR12000LEAD	#12 LEAD WIRE, 20amp, 200 Cel.	45.00
WIR12300SOW	12/3 SOW CAB TIRE WIRE 600v	56.00
WIR14300SOW	14/3 SOW CAB TIRE WIRE	65.00
WIR14400SOW	14/4 AWG SOW CABTIRE 600v	87.00
WIR16200SOOW	16/2 SOOW CABTIRE WIRE 600v	100.00
WIR16300SOW	16/3 SOW CABTIRE WIRE	60.00
WIR16400SOW	16/4 SOW CABTIRE WIRE	50.00
WIR18300SJOW	18/3 SOW CABTIRE WIRE 300v	152.00
WIR189CONDUCT	18ga 9 Conductor Wire	150.00
WIRMARR.0033	#33 MARRETTE	52.00
XAUGERFLEX 003	3-1/2" FLEXAUGER 45° ELBOW	47.00
XAUGERFLEX 005	FLEXAUGER 3 1/2" X 10' LENGTH	35.00
XAUGERFLEX 005500	FLEXAUGER 5" X 10' LENGTH	25.00
XAUGERFLEX 008	30 DEG PLASTIC BOOT(BLACK)	2.00
XAUGERFLEX 008ST	STRAIGHT PLASTIC BOOT(BLACK)	1.00
XAUGERFLEX 042	5" FLEXAUGER 45° ELBOW	5.00
XAUGERFLEX 043	COUPLER THREADED TAPER 4"	13.00
XAUGERFLEX 50	50' FLEX AUGER PACKAGE(69'RUN)	3.00
XAUGERFLEXVF500-050D	50' FLEX PACKAGE (5" MODEL)	3.00
XCALIBRATION RD	CALIBRATION ROD	25.00
XCONDUCTTRAN02	CONDUCTIVITY TRANSMITTER	4.00
XFILTER-A12	P&F FILTER, W/ 12 PLATES	2.00
XFILTER-A20	P&F FILTER, A/2 W/ 20 PLATES	2.00

StockCode	Description	Qty Counted
XFILTER-A40	P&F FILTER A/4 W/40 PLATES	1.00
XFILTER-XTR10	XTRACT FILTER HOUSING 10"	6.00
XFLOWMTR03030	7/8" FLOW ELEMENT, 1" NPT, 3-30 GPM	16.00
XFLOWMTR05050	1" FLOW ELEMENT, 1" NPT, 5-50 GPM	8.00
XFLOWMTR070116	3/4"mnpt 1.6-16 gpm S/S Turbine Flowmeter	1.00
XFLOWMTR150420	1.5"mnpt S/S TURBINE FLOWMETER	3.00
XFLOWMTR15180	1.5" FLOW ELEMENT, 1.5" NPT, 15-180 GPM	11.00
XFLOWMTRDISP	Flow Meter Display, Loop Powered, 4-20mA or pulse	40.00
XFOAMPROBEG1195	Boil Over Foam Probe 19.5"	5.00
XFOAMPROBEG12TCADP	G1 x 2" Tri-Clamp Adaptor	10.00
XHEXAT04FICF15068	AT4F ICF-150 C/S	1.00
XHEXAT04GICF150094	AT4G ICF-150 C/S CRN FOR QUEBEC	1.00
XHEXAT10F ICLF15070	AT10F ICLF150 c/s FR 70 PLATE	1.00
XHEXPLATE5-30CL	5-30 bbl WATER/GLYCOL PLATE	1.00
XHEXPLATE7015CL20	H2O/GLY 70 Brz'dPlate 2.0"mnpt	1.00
XKETTLEBURNEREC200A	Model EC200 Gas Burner 4040113	1.00
XMALTCASE 64000	64,000 LB GALV MALT CASE	1.00
XMILL2R12 001	MILL EXIT ADAPTOR, SIDE & END	4.00
XMILL2RVERTDIS05	5"x5 ft VERT Discharge w/Drive	3.00
XMILL2RVERTDIS06	5"x6 ft VERT Discharge w/Drive	3.00
XMILL2RVERTDIS08	5"x8 ft VERT Discharge w/Drive	2.00
XMILL2RVERTDIS09	5"x9 ft VERT Discharge w/Drive	1.00
XMILL2RVERTKITEXT05	5 ft. 5" AUGER EXT. w/Coupling	3.00
XMILLRAD 001	15 DEGREE WEDGE FOR MILL	1.00
XPOLYGRIST045TOP	5 CUBIC FT, 5' DIA x 6"	5.00
XPOLYGRIST056	56 CUBIC FT, 48" DIA x 9'2"	2.00
XPOLYGRISTHDWARE5KIT	5 FT POLY BIN HARDWARE KIT	3.00
XPOLYGRISTHDWARE7KIT	7 FT POLY BIN HARDWARE KIT	1.00
XPOLYTRANSCONE	POLY GRIT CASE TRANSITION CONE	10.00
XPRESSTRANS05	Pressure / Temperature Transmitter	3.00
XTEMPCONTROLAUTO01	TEMP CONTROL 100/240vac	23.00
XTEMPCONTROLAUTO02	TEMP CONTROL 24vdc	10.00
XTEMPCONTROLAUTO03	TEMP CONTROL 4-20mA	2.00
XTEMPCONTROLBRACKET	DWYER TEMP CONTROL BRACKET	9.00
XTEMPCONTROLDWY02	DWYER #TSW-250 CONTROLLER	45.00
XTEMPCONTROLDWY15	DWYER 1/4" Probe Whip x 15ft	41.00
XTEMPCONTROLRAN	RANCO TEMPERATURE CONTROLLER	38.00
XTEMPCONTROLRAO	RANCO MOUNTING BRACKET ON CIP	21.00
XTEMPCONTROLRTD	RTD InputControl Poly Head	2.00
XTEMPCONTROLRTD01	SANITARY RTD PROBE	2.00
XTEMPCONTROLRTD03	SX-1T-PX1259X, 4-20, 0-250°F	3.00
XTEMPCONTROLRTD05	S-1F-PX1256X, 0-250°F	1.00
XTEMPCONTROLRTD06	SANITARY RTD PROBE	1.00
XTEMPCONTROLRTD08	RL3020AT15T RTD CNTL 4-20 TRAN	3.00
XTEMPCONTROLRTD10	S-1T-PX1254X, Term. Block	6.00

StockCode	Description	Qty Counted
XTEMPCONTROLRTD11	1/4"x4" LONG (1.5" T/C) 0/250°	16.00
XTEMPCONTROLRTD12	RHS-T20A060-AS3	22.00
XTEMPCONTROLRTD13	B-1F-PX1252 5X 1/4" X 2.5" STEM, 316SS	4.00
XTEMPCONTROLRTDPUCK0250	9032.90 FOR RTD SENSOR, 3-WIRE, 0-250F	2.00
XTEMPCONTROLRTDRDP	1/4"x2" STEM (1.5" T/C)	15.00
YCAP30150HOLE	3" TC CAP 1.5" HOLE	21.00
YCARBSTONE06	1.5" TC CARBSTONE ASSEMBLY	12.00
YCARBSTONE12	1.5" TC CARBSTONE ASSEMBLY	2.00
YCARBSTONE18	1.5" TC CARBSTONE ASSEMBLY	6.00
YCARBSTONE24	1.5" TC CARBSTONE ASSEMBLY	4.00
YCARBSTONEWA	1.5" TC CARBSTONE ASSEMBLY	5.00
YCIPSKID50GFRAME	50 US GAL PORTABLE CIP FRAME	4.00
YCIPSKID75GFRAME	75 US GAL PORTABLE CIP FRAME	4.00
YCONE1410	14" x 10ga 60° UNITANK CONE T304	76.00
YCUP150304CUT100	1-1/2" NPT Thd"d Coupling CUT 1" OFF 3000# 304	123.00
YDJS04548144	45 PSI JACKET 48 X 144	81.00
YGHYDRATOR4.CN	4" GRIST HYDRATOR	29.00
YKEGWASHBARBADAPTER	KEGWASHER BARB ADAPTER	44.00
YKEGWASHERCRATE4STN	4 STATION KEGWASHER CRATE	4.00
YKEGWASHER-FRAME 2STN	2 STATION KEGWASHER FRAME	3.00
YKEGWASHER-FRAME 4STN	4 STATION KEGWASHER FRAME	7.00
YKEGWASHER-FRAMEXLG 4STN	4 STN LONG KEGWASHER FRAME	2.00
YKEGWASHSPOOLASSY	SPOOL ASSEMBLY	41.00
YKETTLESTACK08	KETTLE VAPOUR STACK 8" DIA	14.00
YKETTLESTACK10	KETTLE VAPOUR STACK 10" DIA	19.00
YLAUTERTUNFBHANDLE	FALSE BOTTOM REMOVAL SLOT HANDLE	29.00
YLJCUP075	COUPLING EXTENSION 3/4"	393.00
YLJCUP100	COUPLING EXTENSION 1"	32.00
YLJCUP150	COUPLING EXTENSION 1.5"	233.00
YLJCUP200	COUPLING EXTENSION 2"	283.00
YLJCUP250	COUPLING EXTENSION 2.5"	2.00
YLJD23070	7 BBL STEAM KETTLE CONE	1.00
YLJD23076	10 BBL STEAM KETTLE CONE	3.00
YLJD23079	15 BBL STEAM KETTLE CONE	3.00
YLJD23087	40 BBL STEAM KETTLE CONE	2.00
YLJD23093	15 BBL STEAM KETTLE SIDE SHELL	3.00
YLJD23097	30 BBL STEAM KETTLE SIDE SHELL	1.00
YLJD23107	5 BBL STEAM KETTLE SIDE SHELL	3.00
YLJD23109	7 BBL STEAM KETTLE SIDE SHELL	2.00
YLJD23121	25 BBL MASH MIXER CONE	1.00
YLJD23722	7BBL/5HL CELLAR SIDE SHELL	7.00
YLJD23725	15BBL/15HL CELLAR SIDE SHELL	1.00
YLJD23728	20BBL/25HL CELLAR SIDE SHELL	2.00
YLJD23730	30BBL/35HL CELLAR S. SHELL LWR	2.00
YLJD23737	50BBL/60HL CELLAR SIDE SHELL	1.00

StockCode	Description	Qty Counted
YLJD23743	40-120 BBL CELLAR CONE	1.00
YLJD23811	5-7 BBL CELLAR CONE	20.00
YLJD24455	10 BBL MASH MIXER SIDE SHELL	4.00
YLJD24460	10 BBL MASH MIXER CONE	3.00
YLJD24843	D24843-REV1	1.00
YLJD24933	D24933-REV0	1.00
YLJD24939	D24939-REV0	2.00
YLJD26776	D26776-REV0	1.00
YLJD26872	D26872-REV0	1.00
YLJD28390	80 BBL UNITANK NEW DEAL	2.00
YLJD29076	30 BBL HOT LIQUOR TANK SIDE SHELL	1.00
YMASHJHOOK	MASH TUN FB REMOVAL TOOL	29.00
YMASHPADDLE	MASH PADDLE	6.00
YMASHRAKE	MASH RAKE	11.00
YMASHTHANDLE	LAUTER TUN FB REMOVAL TOOL	29.00
YNIP075600HALF	3/4" X 6" NIPPLE CUT IN HALF WITH HOSE BARB	28.00
YPIPSTANDLEG	SINGLE LEG FOR PIPE STAND	26.00
YPMIXINGSTATION05014	MIXING STATION 5BBL TO 15BBL	2.00
YPMIXINGSTATION15030	MIXING STATION 20BBL TO 30BBL	2.00
YPMIXINGSTATION31059	MIXING STATION 31 - 59 BBL	8.00
YPMIXSTATIONHOSEMOUNT	MIXING STATION HOSE MOUNT	20.00
YPORTABLECARTFR	PORTABLE PUMPCART FRAME	5.00
YPORTABLECARTFR5HP	5HP PORTABLE PUMPCART FRAME	4.00
YPUMPFLOORMOUNT	FLOOR PUMP MOUNT	37.00
YPUNDERFLUSHCANISTER	UNDERFLUSHING OUTLETS (8)	14.00
YPUNDERFLUSHCANISTER04	UNDERFLUSHING OUTLETS (4)	7.00
YPUNDERFLUSHCANISTER12	UNDERFLUSHING OUTLETS (12)	5.00
YRACKARM 03-14	3-14 BBL RACKING ARM ASSEMBLY	4.00
YRACKARM 100-199	100-199 BBL RACKING ARM ASSY	14.00
YRACKARM 15-59	15-59 BBL RACKING ARM ASSEMBLY	14.00
YRACKARM 60-99	60-99 BBL RACKING ARM ASSEMBLY	12.00
YVENT15	1-1/2" TANK OVERFLOW VENT	17.00
YVENT20	2" TANK VENT / OVERFLOW	12.00
YVENT30	3" TANK VENT / OVERFLOW	13.00
YVENT40	4" VENT TUBE/OVERFLOW	8.00
YWORKCPANELMOUNT2VFD	C/P MOUNT WITH 2 VFD	7.00
YWORKCPANELMOUNT4VFD	C/P MOUNT WITH 4 VFD	1.00
YWORKCPANELMOUNTT1	C/P MOUNT FOR 12" TOUCH SCREEN	11.00
YWORKCPANELMOUNTT119	C/P MOUNT FOR 19" TOUCH SCREEN	7.00
YWORTRECYCLEFIT	1" ADJUSTABLE WORT RECYCLE	12.00
YWORTRECYCLEFIT15	1.5" ADJUSTABLE WORT RECYCLE	5.00
ZMTRKNIFEGATESTUDS	KNIFE GATE STUD ASSEMBLY	2.00
ZYAGITATOR	YEAST TANK MIXER 280RPM .25HP	2.00
ZYAGITATOR01	LIGHTNIN Mi6L05, 20rA POL 3/4" SHAFT, 11.2" Imp.	1.00

StockCode	Description	Qty Counted
		76,319.82

Schedule G-2

DME Finished Goods

StockCode	Description	Count Qty
XMALTSSCALEPELLA5	INLINE MALT METERING UNIT	1.00
YWORK2VES6FT	2 VESSEL 6 FT WORK PLATFORM	1.00
YWORK3VES4FT	3 VESSEL 4 FT WORK PLATFORM	1.00
YWORKPLATSTAIRS	5 FT WORK PLATFORM STAIRS	1.00
ZB2758-2	68 BBL CUSTOM BRIGHT TANK (GARRISON)	1.00
ZBT0035.CN	3.5 BBL BRIGHT TANK CHINA	1.00
ZBT005.CN	5 BBL BRIGHT TANK	1.00
ZBT007.CN	7 BBL BRIGHT BEER TANK	1.00
ZBT015.CN	15 BBL BRIGHT BEER TANK	3.00
ZBT060.CN	60 BBL BRIGHT BEER TANK	1.00
ZCL020	20 BBL COLD LIQUOR TANK	1.00
ZCL020.CN	20 BBL COLD LIQUOR TANK	1.00
ZCL030.CN	30 BBL COLD LIQUOR TANK	2.00
ZHL020	20 BBL HOT LIQUOR BACK	1.00
ZST005SSS.CN	5 BBL SINGLE SHELL SERVER	1.00
ZST007SSS.CN	7 BBL SINGLE SHELL SERVER	2.00
ZUN005.CN	5 BBL UNITANK CN	6.00
ZUN010SS	10 BBL UNITANK SINGLE SHELL WITH COP BANDS B4924	2.00
ZUN015.UK	15 BBL UNITANK (ABUK) CUSTOM TANK USED IN UK	1.00
ZUN060.CN	60 BBL UNITANK CN	1.00
ZUN160	160 BBL UNITANK (LORD HOBO)	2.00
ZUN060B4639	60 BBL UNITANK (DAMAGED)	1.00
ZWP020	20 BBL WHIRLPOOL	1.00
ZYB007	7 BBL YEAST BRINK	1.00
ZYE58LITER	MODIFIED 58.6L KEG PROPOGATOR	1.00
TOTAL		36.00

**SCHEDULE “H”
INTELLECTUAL PROPERTY**

See attached

SCHEDULE H

Intellectual Property

Domestic and foreign intellectual property rights including:

- a) Proprietary and non-public business information, including inventions (whether or not patentable), disclosures, improvements, trademarks, service marks, trade names, business names, corporate names, slogans, logos, trade dress, website names, internet domain names and other similar designations of source or origin, together with all goodwill, registrations, applications, renewals and extensions related to the foregoing;
- b) Patents, utility, models and industrial design registrations or applications (including any continuations, divisionals, continuations-in-part, provisionals, renewals, reissues, re-examinations, substitutions, extensions and applications for any of the foregoing);
- c) Copyrights, copyrightable subject matter and moral rights (including any registrations, applications, renewals, extensions and reversions for any of the foregoing);
- d) Mask works rights, mask work registrations and applications for mask work registrations;
- e) Trade secrets and other confidential information, know-how, technology, proprietary processes, formulae, inventions, compositions, techniques, business methods, technical data and information, procedures, databases, algorithms, models, methodologies, customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals; and
- f) Computer programs, including any and all software implementation of algorithms, models and methodologies (whether in source code, object code or other form), databases, compilations, descriptions, flow-charts and other work product to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and all documentation, including user manuals and other training documentation, related to any of the foregoing;

In each of the foregoing subsections (a) through (f) used in, held for use or necessary for the conduct of the Business of any of the Debtors or any division of the Debtors (including, without limitation, NSI), as currently conducted or contemplated to be conducted, whether such Intellectual Property is owned by the Debtors or any division of the Debtors (including, without limitation, NSI) or any other Person.

DME and NSI Intellectual Property

All Intellectual Property of the Business associated with the DME brand, the Business and used in its operations

All Books and Records in any way relating to or used in the Business operated by the DME Group from its Charlottetown locations including, without limitation, the installed base, outstanding quotations, brochures, marketing and exhibition materials, photos, archives, client and supplier databases, software licenses, computer (network) systems, computer hardware, models, calculations, designs, drawings, technologies, systems, R&D results, documentation, certificates, certifications, registrations, operating and other permits, permissions and consents for carrying on its business, engineering documentation, licenses, maintenance reports of installations and cranes.



Web domain names:

- dme.ca
- dme.pe.ca
- dmebrewing.ca
- dmebrewing.com
- dmebrewing.net
- dmebrewing.co
- dmeinternational.com
- dmebrewingsolutions.com
- dmebrewingsolutions.ca
- dmebrewingequipment.ca
- dmebrewingequipment.com
- dmeinternational.cn
- dmeinternational.ca
- dmedecor.ca
- dmedecor.com
- dmebioenergy.ca
- dmebioenergy.com
- dmebiotech.ca

- dmebiotech.com
- dmebrewing.com
- dmebrewingservices.ca
- dmebrewingservices.com
- dmeindustrial.com
- dmefoodandbev.com
- dmebiopharm.com

Social Media:

- DMEBrewingSolutions (Facebook)
- DMEBrewing (Twitter)
- DMEBrewing (Instagram)
- DME Brewing Solutions (Youtube)
- Diversified-Metal-Engineering (LinkedIn)

NSI Intellectual Property

All Intellectual Property of the Business associated with the NSI brand, the business carried on by NSI and used in the operations of NSI.

All Books and Records in any way relating to or used in the Business operated by the DME Group from its Abbotsford locations including, without limitation, the installed base, outstanding quotations, brochures, marketing and exhibition materials, photos, archives, client and supplier databases, software licenses, computer (network) systems, computer hardware, models, calculations, designs, drawings, technologies, systems, R&D results, documentation, certificates, certifications, registrations, operating and other permits, permissions and consents for carrying on its business, engineering documentation and licenses.



Web domain names:

- nsibrew.com

Social Media:

- NewlandsSystems (Facebook)
- NewlandsSystems (Twitter)
- Newlands.Systems (Instagram)
- NewlandsSystems (Twitter)

Boilers And Pressure Vessels Act, Category H fittings

200 psi Sanitary Process Spool, 0H2631.7890

45 psi Steam Jackets, 0H0953.9870

Other Items that may Relate to Trade Secrets and Other Confidential Information, Know How, Technology, Proprietary Processes, Formulae, Inventions, Compositions, Techniques, Business Methods, Technical Data and Information, Procedures, Databases, Algorithms, Models, Methodologies, amongst other Intellectual Property related to the business of DME Group and affiliates;

The above relating to products such as but not being limited to:

Brewhouses from 5 barrel to 120 barrel system(s);

- configuration from 2 vessel to 5 vessel
- including, but not limited to lauter tun, mash tun, high gravity mash mixer, steam kettle and whirlpool.

Cellar vessels from 5 barrel to 600 barrel;

- unitanks
- bright beer tanks
- serving tanks

Yeast handling equipment

- yeast prop to various sizes
- yeast brinks to various sizes

Packaging equipment

- manual keg washer / filler

- semi auto keg washer / filler

Other

- cold side hop dosing solution (hop egg)
- pump carts
- portable CIP systems
- stationary CIP systems (manual / automated)

Automation / Control systems

- software customised by DME "1500 RB automation solution"

Four levels of automation provided;

1. basic plc ("1200")
2. plc with air actuated valve control ("1200 AV")
3. plc with air actuated control and recipe control ("1200 RB")
4. plc with air actuated control and recipe control plus data logging & reporting ("1500 RB")

SCHEDULE "T"
ACCOUNTS RECEIVABLE

See attached

Schedule I-1

Accounts Receivable

DME

Customer Name	Number
AMALGAMATED DAIRIES LTD.	1006
ANDERSON CRAFT ALES LTD	8224
BCI BREWING OPERATIONS	11587
BILLSBURG BREWERY, INC	9073
BREWERS ROAD, LLC	1118
CHARLOTTETOWN METAL PRODUCTS	1236
COULEE BREWING CO.	8191
CYPRESS BREWING CO	9039
DEMOCRACY BREWING	11600
ELANCO CANADA LIMITED	1003
ELANCO CANADA LIMITED	1003
ELANCO CANADA LIMITED	1003
ELANCO CANADA LIMITED	1003
FERMENTUM PTY LTD	11527
FINBACK BREWERY	11538
HALF HITCH BREWING CO.	8007
HEMINGWAYS BREWERY CAIRN PTY LTD	11525
HIDDEN SANDS BREWING COMPANY	8169
HUBBUB BREWING LLC	8211
ISLAND DAIRY SERVICES	1808
MARKET BREWING COMPANY LTD.	8286
MILDURA BREWERY	8047
MILL STREET BREWPUB INC.	11673
NOKOMIS CRAFT ALES	6080
PT ENTERPRISES	8273
SMOKEHOUSE BREWERY	11725
SOUTHERN PROHIBITION (CDB, INC)	8185
THE GREENPORT HARBOR BREWING CO.	1755
THE SPINDRIFT BREWING COMPANY	8044
TIRED HANDS BREWING COMPANY	11356

Schedule I-1

Accounts Receivable

NSI

Customer Name	Number
A Frame Brewing	10046
Big Boss Brewing Co.	10166
Big Rig Brewery	11650
Blythe Brewing & Distilling	11746
Bomber Investments Inc.	11645
Brunswick Bier Works	10381
Brunswick Bier Works	10247
Buffalo Bayou Brewing Co.	10253
Crossroads Craft Brewing	10370
Crown Valley Brewing Co.	10372
Cybernetic Control Systems Inc	11618
Dead Frog Brewing	10388
Deep Ellum Brewing Company LLC	10392
Equilibrium Brewing	10470
Factory Brewing Ltd.	10361
Fate Restaurants, LLC	10489
Figueroa Mountain Brewing Co.	11782
Four Peaks Brewing Co.	10517
Granville Island Brewing	10622
Gray Stone Brewing	10624
Gray Stone Brewing	10624
Great Divide Brewing Co.	10628
Henry Blyth Farms Inc	10196
Hess Brewing Co.	10667
Howe Sound Brewing	10681
Last Spike Brewery Ltd	11586
Le Trou Du Diable	10921
Le Prospecteur	11119
Left Field Brewery	10836
Moon River Brewing Co.	10948
Moonraker Brewing, LLC	10947
Park City Brewery LLC	11048
Perrin Brewing Company	11068
Rock Bottom Restaurants	11173
SingleCut Beersmiths	11687
Sonnen Hill Brewing Ltd	11607
The Boston Beer Company	10202
The Shop Beer Co.	10416
Tin Man Brewing Company	11354
Trench Brewing & Distilling	11664
Wellington County Brewery Inc.	11463
ZG Holdings, LLC	11510