



Invitation for Offers

Sale of Assets

(for Gaddess Industrial Inc., Gaddess Industries Ltd. and Gaddess Industrial Preventative Maintenance Ltd. located in Minto, New Brunswick)



Invitation for Offers Submission Date:

Responses must be received no later than 14:00 Atlantic Standard Time on February 3rd, 2014 at the office of:

Deloitte Restructuring Inc.
P.O. Box 6549
44 Chipman Hill
7th floor, Brunswick House
Saint John, New Brunswick E2L 4R9

Facsimile bids will not be accepted for the Invitation for Offers.

Title and Disclaimer

The purpose of this Invitation for Offers (the “Invitation”) is to provide a description of certain assets offered for sale. Deloitte Restructuring Inc. (“Deloitte”) is engaged as Receiver for the Canadian Imperial Bank of Commerce, and Agent for GE Canada Equipment Financing G.P. and the Business Development Bank of Canada with respect to the sale of assets of Gaddess Industrial Inc., Gaddess Industries Ltd. and Gaddess Industrial Preventative Maintenance Ltd. (collectively “Gaddess” or the “Company”)

The information contained in this Invitation is based upon information provided by Gaddess and is intended solely for use by prospective purchasers of the assets described herein.

This Invitation is not all-inclusive and does not contain all the information that a prospective purchaser may require. While the information contained herein is believed to be accurate and reliable, Deloitte does not make any representations or warranties, expressed or implied, as to the accuracy or completeness of such information or any other written or oral communication by Gaddess, Deloitte or any of Gaddess’s other advisors or agents. Prospective purchasers should, in accordance with the procedures set forth under this Invitation and in accordance with standard business practice, conduct their own investigation and analysis and form their own judgment of the information and assets described herein.

Deloitte, at its sole discretion, reserves the right at any time to withdraw any or all of the assets and services from the Invitation, terminate the Invitation or alter, add or waive terms and conditions as it deems necessary.

No securities commission or regulatory authority in Canada or in any other country has in any way passed on the merits of this document or the accuracy or adequacy of this Invitation. This Invitation does not constitute an Offer or solicitation in any jurisdiction to any person to whom it is unlawful to make such an Offer or solicitation. This Invitation is not, and under no circumstances, is to be construed as a prospectus, a public offering, or an offering memorandum as defined under applicable securities legislation.

All inquiries should be made to:

Deloitte Restructuring Inc.
P.O. Box 6549
44 Chipman Hill
7th floor, Brunswick House
Saint John, New Brunswick, E2L 4R9, Canada

Jean Goguen, CMA, CIRP
Vice President
Telephone: (506) 874-0600
Email: jgoguen@deloitte.ca

Table of contents

1.	Introduction	5
1.1	Terminology	5
1.2	Invitation	6
1.3	Background.....	6
1.4	Contacts.....	6
2.	Asset Sales Process	7
2.1	Asset Sales Process.....	7
2.2	Address.....	7
2.3	Packaging.....	7
2.4	Disqualification of Offers.....	7
2.5	Examination of Assets	7
2.6	Access.....	8
2.7	Questions, Interpretations, Addenda and Discussion	8
2.8	Offer Submission Costs.....	8
2.9	Amendments to the Form of Offer	9
2.10	Asset Parcels.....	9
2.11	Offers to Purchase.....	11

3.	Evaluation of Offers.....	12
3.1	Reservations.....	12
3.2	Discussions with Top Ranked Bidder.....	12
3.3	Notification of Results.....	12
	Appendix A – Terms and Conditions	13
	Appendix B – Form of Offer	17
	Appendix C - Summary of Asset Parcels Offered.....	22
	Appendix D - Pictures of Parcels Offered	32

1. Introduction

1.1 Terminology

The following terms are used throughout this Invitation for Offers (the “Invitation”) as well as terms defined therein:

“Agreement of Purchase and Sale” shall be the agreement between Deloitte and the Purchaser according to the Terms and Conditions, upon acceptance by Deloitte.

“Asset Sales Process” is the process by which Deloitte is issuing this Invitation, soliciting prospective purchasers to submit Offers for the purchase of the assets of Gaddess. The Asset Sale Process will be managed in accordance with the Terms and Conditions attached as Appendix A.

“Bidder” is a prospective purchaser, or consortium of prospective purchasers, responding to this Invitation.

“Company” is Gaddess Industrial Inc., Gaddess Industries Ltd., and Gaddess Industrial Preventative Maintenance Ltd.

“Day”, unless otherwise specified, means a calendar day.

“Deloitte” or “Receiver” or “Agent” is Deloitte Restructuring Inc., acting as Receiver for the Canadian Imperial Bank of Commerce (“CIBC”), and agent for GE Canada Equipment Financing G.P. (“GE”) and Business Development Bank of Canada (“BDC”), and is not acting in its personal capacity.

“Form of Offer” is the form of binding Offer to purchase assets which prospective purchasers are invited to submit in the form attached as Appendix B.

“Gaddess” is Gaddess Industrial Inc., Gaddess Industries Ltd., and Gaddess Industrial Preventative Maintenance Ltd.

“Offer” is a bid submitted in accordance with the Terms and Conditions.

“Province” is the Province of New Brunswick.

“Purchaser” is a successful proponent of the sale of all or certain of Gaddess’ assets upon acceptance of a Bidder’s Form of Offer by Deloitte.

“Terms and Conditions” are the terms and conditions of the Invitation attached as Appendix A.

Any capitalized term used in this Invitation that is not defined in this Invitation, but which is defined in the Agreement of Purchase and Sale, shall have the meaning ascribed to it in the Agreement of Purchase and Sale.

1.2 Invitation

This Invitation provides Bidders with information to enable them to prepare and submit an Offer for consideration by Deloitte on behalf of the various secured creditors of Gaddess.

Attachments to this Invitation contain supporting information as follows:

Appendix A	Terms and Conditions
Appendix B	Form of Offer
Appendix C	Summary of Asset Parcels Offered
Appendix D	Pictures of Parcels Offered

1.3 Background

For more than 40 years, Gaddess had served heavy industry in the mining, milling, power generation, oil & gas and pulp & paper sectors.

A 360x70(feet) linear assembly fabrication building on a 20-acre compound with private access to deep water enabled Gaddess to make and ship large modular assemblies. The modular shop houses a 65-ton crane with 40 feet of clearance, and in the machine and fabrication shops is a state-of-the-art paint booth, and one of the largest capacity cutting tables in Atlantic Canada.

Outlined below are the industries served and general capabilities throughout the Company site:

Industries

- Forestry
- Mining
- Power Generation
- Pulp & Paper
- Food Processing

Main fabrication shop

- 26,000 sq. ft.
- 50 ft. HD Koike Plasma Table
- Full Machine Shop
- 12 Assembly/Welding Stations
- 20 ft. x 60 ft. Steel Shot Blast Room
- 25 ft. x 60 ft. Paint Booth

Modular fabrication shop

- 9,000 sq. ft.
- 65-ton O/H Crane
- 50-ton Flip Rite Rotation System
- 40 ft. Under the Hook
- Clean "No Contamination" 20 ft. x 30 ft. Separate Bay

1.4 Contacts

A Purchaser's primary contacts (the "Primary Contacts") for this Invitation are as follows:

Deloitte: Jean Goguen, CA, CIRP
 Vice President
 Deloitte Restructuring Inc.
 P.O. Box 6549
 44 Chipman Hill
 7th floor, Brunswick House
 Saint John, New Brunswick, E2L 4R9, Canada
 Email: jgoguen@deloitte.ca
 Telephone 506-663-6639

2. Asset Sales Process

2.1 Asset Sales Process

Deloitte makes this Invitation available to all interested parties. Bidders are invited to submit an Offer for the purchase of the assets set out in Appendix C (collectively, the “Assets”).

The Asset Sales Process will be managed in accordance with the Terms and Conditions as set out in Appendix A. Deloitte retains the right at any time to terminate or alter the Invitation and the Terms and Conditions without compensation to any party. Further, there is no obligation to accept any Offer or the Offer with the highest purchase price.

2.2 Address

Offers must be delivered to:

Deloitte: Deloitte Restructuring Inc.
c/o Gaddess Industrial Inc.
P.O. Box 6549
44 Chipman Hill
7th floor, Brunswick House
Saint John, New Brunswick, E2L 4R9, Canada
Attention: Jean Goguen, CMA, CIRP

2.3 Packaging

The Offer must be submitted in a sealed envelope. All Offers must bear the name and address of the Bidder, marked “Confidential”, and labeled “INVITATION FOR OFFERS, GADDESS INDUSTRIAL INC., Minto, New Brunswick.”

The Offer must be signed by an official authorized to bind the Bidder to its provisions. The Offer should remain valid and open to acceptance for 15 days from the date of submission.

2.4 Disqualification of Offers

Under no circumstances will Offers be considered that:

1. Are received later than the date and time stipulated;
2. Are not submitted in a sealed and properly marked envelope; and/or
3. Are not signed by the authorized company official.

2.5 Examination of Assets

Bidders shall satisfy themselves, by personal examination or otherwise, as to the condition of the assets being offered, Company site and its surroundings, access to the Company site, and the general and local conditions relating to labour, law, regulations, transportation, communications, utilities, weather and all other matters that may affect their Offer. By submitting an Offer the applicable Bidder confirms, acknowledges and certifies to Deloitte that it has done its own due diligence and is fully satisfied with same and without limiting the foregoing, it has inspected the property and that the property is sold on an

“as is, where is” basis and that no representation, warranty or condition is expressed or implied as to title, description, fitness for purpose, merchantability, quantity, condition, cost, or quality thereof or compliance of the property with any laws and requirements, or in respect of any other matter or thing whatsoever; without limiting the foregoing, it acknowledges and agrees that the property is sold as it exist on closing with no adjustments to be allowed for changes in conditions, qualities or quantities from the date hereof to the closing except as may be specifically set out herein.

2.6 Access

Upon request, Deloitte will arrange access to the Company site for such examinations, inspections, investigations, etc., as a Bidder deems necessary for Offer preparation.

2.7 Questions, Interpretations, Addenda and Discussion

Questions on the Invitation must be submitted to Deloitte, in writing. They should be received at least five days prior to the submission deadline. Questions received after that time may not be answered prior to the submission time. Deloitte will determine if questions require a response and such response will be only in the form of an addendum to this Invitation.

Only addenda confirmed by Deloitte in writing as intended to modify this Invitation shall modify the Invitation. No oral discussion will be made to Bidders as to the meaning of the Invitation documents or be effective to modify any Invitation provisions. Addenda will form an integral part of the Invitation and Bidders are required to confirm in the Form of Offer that they received each addendum and included its provisions in their Offer.

All inquiries regarding this Invitation are to be directed, in writing or email only to the Primary Contacts.

Failure to comply with any provision of the terms herein may constitute grounds for disqualification of an Offer in its entirety.

2.8 Offer Submission Costs

Deloitte shall not be liable for, and each person responding to this Invitation shall be solely and fully responsible for, all costs associated with the development, preparation, transmittal, and submission of any Offer or material in response to this Invitation, including without limitation, the costs of any in-person presentation of Offers which Deloitte may require, any expenses relating to the deposit and all costs incurred during the selection process and any negotiations.

By submitting an Offer, the Bidder expressly waives any claim(s) against Deloitte for any compensation of any kind whatsoever as a result of participating in this Invitation, including without limitation any claim for costs of Offer preparation or participation in negotiations whether based in contract including fundamental breach, tort, breach of any duty, including but not limited to, breach of the duty of fairness, breach of the obligation to only accept non-compliant Offers, or any other cause of action whatsoever.

Deloitte shall not at any time be held responsible if the prospective purchasers estimated value of an asset is found to be inaccurate. Deloitte is not liable for any costs incurred by Bidders in preparation of their Offers.

By submitting an Offer, the Bidder indemnifies and saves Deloitte and its employees, agents, and affiliates harmless from any and all claims related to the Invitation, an Offer and all matters and things related thereto.

2.9 Amendments to the Form of Offer

Bidders are referred to the Form of Offer in Appendix B. Any proposed amendments by prospective purchasers to the Form of Offer must be in the form of an appendix to the Form of Offer. By proposing an amendment the Bidder accepts that the amendment is not acceptable until confirmed in writing by Deloitte.

2.10 Asset Parcels

The Assets are set out in Appendix C and have been grouped into the following parcels:

Parcel 1 – Land & Building

- a) Machine Shop Facility
- b) Welding Shop & Land
- c) Lot & Building
- d) Machine Shop
- e) Land - Pine Court
- f) Land

Parcel 2 – Machining Equipment

- a) Machining Equipment Lot #1
- b) Machining Equipment Lot #2
- c) Machining Equipment Lot #3
- d) Machining Equipment Lot #4
- e) Machining Equipment Lot #5
- f) Machining Equipment Lot #6

Parcel 3 – Welding Equipment

- a) Various Welding Equipment

Parcel 4 – Rolling Stock

- a) Lifts
- b) Cargo Trailers
- c) Vehicles & Other

Parcel 5 – Cranes

- a) 1987 65 Ton-Grove All Terrain Crane AT865 Ser#4L02A93033
- b) 1998 28 Ton-Manitex Model 2892S Boom 207,047km (FORD)
Ser#1FDZW86E1WVA21728
- c) 15 Ton-Bantam Rough Terrain Mobile Crane Model S-626 Ser#630D
- d) 50 Ton-Flip Rite Rotating Crane Model 25F50-SL
- e) 20 Ton-Dynex Bridge Crane - Composed of (2)-10 Ton Hoists
Ser#82040-6
- f) 2 Ton- Bridge Crane
- g) 2 Ton- Bridge Crane
- h) 2 Ton-Lodestar Electric Hoist
- i) Roller Tables 100ft approx. x 4ft Wide Motorized Heavy Duty Rolling
Conveyor Table

Parcel 6 – Other Equipment

- a) Paint Shop
- b) Air Blast Room & Collection System
- c) Paint Equipment
- d) Exterior Crane
- e) Other Equipment
- f) Loader

Parcel 7 – Inventory & Miscellaneous Tools

- a) Metal Inventory (see Schedule A)
- b) Various Tools and Supplies (See Pallet List per Schedule B)

A detailed summary of each asset parcel is as per Appendix C. Due to the number of assets being offered, a complete asset listing could not be attached to this Invitation.

Prospective purchasers are encouraged to view a listing of metal inventory and miscellaneous equipment provided on the Deloitte website at:

<http://www.deloitte.com/ca/gadress>

Bulk Offers for one or more of the above parcels will be considered. Offers for a specific asset, or group of assets, within a parcel will also be considered. If an Offer is for less than an entire parcel, the prospective purchaser shall submit an appendix to the Form of Offer clearly identifying the asset or group of assets,

and the Offer price for each asset or group of assets. An Offer for all parcels must identify the amount of the price allocated by the Bidder.

2.11 Offers to Purchase

Prospective purchasers are asked to submit an Offer in the attached Form of Offer, as per Appendix B, to the office of Deloitte at the address noted on the Form of Offer on or before 14:00 Atlantic Standard Time on February 3rd, 2014. The binding Offer to purchase assets must include the details required in the Form of Offer and the following:

- A certified cheque, bank draft or money order in the minimum amount of 10% of the purchase price; and
- The names of the financial and legal advisors and other key consultants retained by the prospective purchaser, if any, in connection with the proposed transaction.

Deloitte will review all Offers and select the successful Bidder in consultation BDC, CIBC and GE as their interests may appear. Deloitte intends to select Offers considered to be the most favourable in terms but again has no obligations to accept any Offer including the Offer with the most favourable terms.

3. Evaluation of Offers

3.1 Reservations

Deloitte reserves the right to accept or reject any or all Offers. Deloitte, representing CIBC as its Receiver, and as Agent for GE and the BDC, may but is not required to consider some or all of the following criteria in evaluating an Offer:

- The purchase price stipulated in an Offer (Deloitte expressly reserves the right to select any Offer, including but not limited to the highest or lowest price offered, or not to select any Offer at all);
- Any conditions to the Offer submitted;
- The completeness of the Offer submitted;
- The financial health and creditworthiness of the prospective purchaser; and/or
- Any other factors or criteria that Deloitte may deem in its sole and absolute discretion to be relevant or pertinent for its evaluation of the Offer.

3.2 Discussions with Top Ranked Bidders

Discussions will be based entirely on the submitted Offer. Typically they will include points of clarification on price, details of any conditions, or items of detail that could not be addressed prior to the existence of the Offer.

The designation of a top ranked Bidder for an asset does not commit Deloitte to accepting a Form of Offer. Acceptance of an Offer is contingent upon the completion of discussions to the satisfaction of both Deloitte and the Bidder.

Deloitte reserves the right to reject any or all Offers. The Bidder offering the highest price may not necessarily be accepted.

3.3 Notification of Results

Following selection of a Form of Offer(s), Deloitte will only advise the successful Bidder and will not be under any obligation to advise unsuccessful Bidders.

Appendix A – Terms and Conditions

Terms and Conditions of Asset Sale Process

1. The Vendor is Deloitte Restructuring Inc. ("Vendor"), in its capacity as Receiver and Agent with respect to the Assets.
2. A prospective purchaser ("Prospective Purchaser") is a bidder, or consortium of bidders, responding to this Invitation for Offers.
3. The Assets being offered for Sale, pursuant to these Terms and Conditions, consist of the Vendor's interest in the assets as described in the Invitation for Offers ("Invitation").
4. Offers marked "INVITATION FOR OFFERS – GADDESS INDUSTRIAL INC." addressed to Deloitte Restructuring Inc., c/o Gaddess Industrial Inc., P.O. Box 6549, 44 Chipman Hill, 7th floor, Brunswick House, Saint John, New Brunswick, E2L 4R9, Canada, Attention: Jean Goguen, CMA, CIRP, must be received by Deloitte no later than 14:00 Atlantic Standard Time, Monday, February 3rd, 2014.
5. Each Offer must be accompanied by a certified cheque, bank draft or money order payable to "Deloitte Restructuring Inc." , for an amount equal to the lesser of 10% of the proposed price. If an Offer is accepted and approved, the cheque, bank draft or money order shall be deemed a cash deposit and the balance of the purchase price shall be paid to the Vendor, at the times and on the terms and conditions herein set out.
6. All Offers shall be submitted on the required Form of Offer, which is attached to these Terms and Conditions. Deloitte may reject Offers that are not on the required Form of Offer.
7. In consideration of the Vendor making available these Terms and Conditions, other information and the opportunity of inspection and/or in consideration of the Vendor receiving Offers, each Prospective Purchaser agrees that its Offer is irrevocable and cannot be retracted, withdrawn, varied or countermanded prior to acceptance or rejection thereof.
8. The highest or any Offer shall not necessarily be accepted. Preference will likely be given to en bloc Offers.
9. If the Vendor accepts any Offer, then such acceptance shall be communicated to the successful Bidder within ten business days of the date fixed for the closing of Invitation. Such notice may be by telephone, email, facsimile or other means of recorded telecommunications or by registered mail or delivery. Notice of acceptance shall be deemed effectively given when so delivered, telephoned or sent by facsimile or other means of recorded telecommunication or on date of deposit in a post office if mailed by registered mail, as the case may be. Upon such acceptance, there shall be an Agreement of Purchase and Sale between the Vendor and the Purchaser on the terms contained herein and the Offer, these Terms and Conditions, and the acceptance shall be sufficient evidence of such Agreement.
10. Certified cheques, bank drafts, or money orders accompanying Offers that are not accepted by the Vendor will be returned, without interest, to the address given in the Offer within ten business days of the date fixed for the closing of the Invitation.

11. The balance of the purchase price shall be paid to the Vendor by certified cheque, money order, wire transfer or bank draft upon closing, which closing shall occur within 30 days after acceptance of Offers by the Vendor, or on such other date as may be mutually agreed between the Vendor and Purchaser. No equipment may be altered or moved until the date in which the entire purchase price has been paid to the Vendor (the "Closing Date").
12. Upon closing of the sale contemplated by the Agreement of Purchase and Sale, the Purchaser shall be entitled, upon receipt by the Vendor of the Purchase Price, only to such Bills of Sale or Assignments as may be considered necessary by the Vendor to convey the Assets to the Purchaser or the Assignee of the Purchaser provided that the Purchaser shall remain liable under the Agreement of Purchase and Sale, notwithstanding any assignment thereof by the Purchaser. Any such Bills of Sale or Assignments shall contain only a conveyance of the Vendor's interest in the Assets and shall not contain any warranty or covenant other than a covenant that the Vendor has done no act to encumber the Assets.
13. In addition of the Purchase Price for the Assets being purchased, the Purchaser shall pay to the Vendor on the Closing Date all applicable federal, provincial and other taxes unless all necessary Certificates to exempt the Purchaser there from are provided to the Vendor on or before the Closing Date if an exemption is possible at law and acceptable to the Vendor. The Purchaser shall arrange its own insurance and there shall be no adjustment of insurance. The Purchaser shall be responsible for all costs with respect to the obtaining of all Federal, Provincial, civic and other licenses necessary to own and operate any of the Assets.
14. The obligation of the Vendor to sell and the Purchaser to purchase the Assets shall, at the option of the Vendor, terminate in the event that prior to the Closing Date the Assets are substantially destroyed by fire, flood, the elements, Government action, or civil commotion or any other external cause beyond the control of the Vendor. Such option to terminate by the Vendor shall be exercised by giving notice in writing to the Purchaser that it intends to take the proceeds, if any, payable under any existing insurance policies and terminate the Agreement of Purchase and Sale. In such an event, the Agreement of Purchase and Sale shall automatically terminate and be deemed null and void and the deposit money shall be returned to the Purchaser without interest, cost, and compensation or deduction and no party shall be liable to another for any costs or damages whatsoever. If the Vendor does not exercise such option, the Purchaser, at his option may perform the Agreement of Purchase and Sale, such option to be exercised in writing, within seven business days after notice to the Purchaser that the Vendor does not intend to exercise its option to terminate. In such event, the Purchaser shall be entitled only to an assignment of any proceeds payable under the existing insurance policies and transfer of any remaining Assets in full settlement of the Vendor's obligations to repair or replace the damaged assets and in full satisfaction of this Agreement of Purchase and Sale. If the Purchaser does not exercise his option, the Agreement of Purchase and Sale shall be automatically terminated and deemed null and void and the deposit money shall be refunded to the Purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever.
15. The Vendor shall remain in possession of the Assets until the Closing Date and completion of the Agreement of Purchase and Sale. Title to the Assets shall not pass to the Purchaser, nor shall the Purchaser be entitled to possession of same, until the purchase price and all other payments to be made by the Purchaser pursuant to the Agreement of Purchase and Sale have been paid in full.
16. If, on or before closing, it is found that there are property claims, encumbrances, title defects or charges with respect to any of the Assets being offered for sale which the Purchaser has not agreed to waive or assume in addition to, or as part of his Offer, and which the Vendor is not willing to discharge, then, subject to the Vendor's consent, the Offer may be reduced by the Purchaser by the amount of the value of the claimed or encumbered assets (calculated by prorating the value of the encumbered assets based on the actual proposed price) or the Vendor at its own option may rescind the agreement to sell the assets in question and the Purchaser shall be entitled solely to the return of the cash deposit without interest and without any other compensation of any kind or nature whatsoever for any loss, damages or other costs.

17. The Purchaser shall remove all assets within 15 days after the acceptance of the Offer unless arrangements to the contrary have been made by Deloitte with the Purchaser. All real property on which any personal property sold hereunder are located is to be left in condition acceptable to the Vendor and the Purchaser shall be liable for all costs, fees and expenses associated thereafter.
18. If the Purchaser fails to comply with these Terms and Conditions, the deposit shall be forfeited to the Vendor on account of liquidated damages and the Assets may be resold by the Vendor in such manner and on such terms as the Vendor in its sole discretion determines, and the Purchaser shall pay to the Vendor (i) an amount equal to the amount, if any, by which the Purchase Price under the Agreement of Purchase and Sale exceeds the net purchase price received by the Vendor pursuant to such resale, and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of or occasioned by the Purchaser's failure to comply with the Agreement of Purchase and Sale.
19. By submitting an Offer, the Purchaser acknowledges that it has inspected the Assets and that the Assets are sold on an "as is, where is" basis at the time of closing and that no representation, warranty or condition is expressed or implied as to title, description, environmental conditions, fitness for purpose, merchantability, quantity, condition, cost, or quality thereof, or in respect of any other matter or thing whatsoever. Without limitation the Assets are specifically offered as they exist on closing and with no adjustments to be allowed the Purchaser for changes in conditions, qualities or quantities of the Assets from the date hereof to the Closing Date, except as specifically provided for in the Terms and Conditions. Each Purchaser acknowledges that the Vendor is not required to inspect or count, or provide any inspection or counting of the Assets.
20. Deloitte acts in its capacity as Receiver and Agent with respect to the assets of Gaddess and shall have no personal or corporate liability hereunder or from any Agreement of Purchase and Sale contemplated hereby or as a result of any sale contemplated hereby.
21. In the event that some of the Offers submitted are substantially in the same terms and/or amounts, the Vendor may in its sole discretion call upon those Bidders to submit further Offers without consulting other Bidders.
22. The Terms and Conditions contained herein shall not merge on closing, but shall survive such closing and remain in full force and effect and be binding on the Purchaser thereafter.
23. In the event that disruption occurs with respect to the Canadian or other postal service, all notices contemplated by these Terms and Conditions may be forwarded by telegram or facsimile.
24. The validity and interpretation of these Terms and Conditions, and of each provision and part thereof, and of any Agreement of Purchase and Sale defined herein, shall be governed by the laws of New Brunswick and the Courts of the Province of New Brunswick shall have exclusive jurisdiction with respect to any disputes arising out of these Terms and Conditions or any Agreement of Purchase and Sale entered into pursuant to these Terms and Conditions.
25. The Purchased Property is sold expressly subject to all rights-of-way, easements, quasi or reputed easements and rights of adjoining owners (if any) affecting the same and, in particular, but without limitation, all registered restrictions and easements running with the land forming part of the Purchased Property. **A portion of Parcel 1 (being the real property and buildings identified as the Machine Shop Facility and by PID 60025285) is partially leased to the Province of New Brunswick. A copy of the lease registered on title is attached hereto and forms part of description of that parcel and discloses that approximately 20,714 square feet of parcel 1 is subject to the lease. Notwithstanding anything else contained herein, any Bidder for that parcel shall indicate whether it is willing to take the premises subject to the lease or if it will require vacant possession. If a Bidder requires vacant possession it shall indicate the date on which it will require vacant possession. The tenant has indicated that its preference would be to remain as a tenant but it is also able to vacate the premises if required.**
26. All sales contemplated herein are subject to the provisions of the Personal Property Security Act, Ch. P-7.1, and the Property Act, Ch. P-19, R.S.N.B. 1973, as amended, and may require prior approval

by the Court of Queen's Bench of New Brunswick to be determined in the sole discretion of the Vendor. In the event that the Court of Queen's Bench of New Brunswick declines to approve a sale, the deposit(s) for such sale shall be returned to the tenderer, without interest, costs or compensation. If the Vendor decides, in its sole discretion, that court approval should be sought in respect of the sale of any parcel(s), then the Vendor may postpone the closing of the sale of the Purchased Property or any part thereof, for up to 30 business days, upon written notice to the Purchaser(s).

27. The Vendor at its own discretion may waive any or all of the Terms and Conditions of Sale herein.
28. If there is any conflict between these conditions and the advertised Invitation to Purchase Assets, the terms contained in these Terms and Conditions shall prevail.
29. The Agreement of Purchase and Sale entered into pursuant to these Terms and Conditions shall ensure to the benefit of and be binding upon the parties thereto, and their respective successors and assigns.
30. All stipulations as to time are strictly of the essence.

Appendix B – Form of Offer

Form of Offer to Purchase Assets of Gaddess Industrial Inc.

To: Deloitte Restructuring Inc.
c/o Gaddess Industrial Inc.
P.O. Box 6549
44 Chipman Hill
7th floor, Brunswick House
Saint John, New Brunswick, E2L 4R9, Canada
Attention: Jean Goguen, CMA, CIRP

From:

(Name of Prospective Purchaser)

(Address, including postal code)

(Telephone)

(Facsimile)

- I. I, we, hereby submit this Offer for one or more of the following parcel(s). (The amount shown for each parcel will be considered a separate Offer. If an Offer is for less than an entire parcel, the Bidder shall submit an appendix to the Form of Offer clearly identifying the asset or group of assets, and the Offer price for each asset or group of assets.)

Parcel I – Land & Building

a) Machine Shop Facility _____

(Bidder willing to accept title subject to lease – Yes _____ No _____)

If answer above is No, Bidder requires vacant possession on or before _____)

b) Welding Shop & Land _____

c) Lot & Building _____

d) Machine Shop _____

e) Land - Pine Court _____

f) Land _____

Parcel 2 – Machining Equipment

a) Machining Equipment Lot #1 _____

b) Machining Equipment Lot #2 _____

c) Machining Equipment Lot #3 _____

d) Machining Equipment Lot #4 _____

e) Machining Equipment Lot #5 _____

f) Machining Equipment Lot #6 _____

Parcel 3 – Welding Equipment

a) Various Welding Equipment _____

Parcel 4 – Rolling Stock

a) Lifts _____

b) Cargo Trailers _____

c) Vehicles & Other _____

Parcel 5 – Cranes

a) 1987 65 Ton-Grove All Terrain Crane AT865 Ser#4L02A93033 _____

b) 1998 28 Ton-Manitex Model 2892S Boom 207,047km (FORD)
Ser#1FDZW86E1WVA21728 _____

c) 15 Ton-Bantam Rough Terrain Mobile Crane Model S-626 Ser#630D _____

d) 50 Ton-Flip Rite Rotating Crane Model 25F50-SL _____

e) 20 Ton-Dynex Bridge Crane - Composed of (2)-10 Ton Hoists
Ser#82040-6 _____

f) 2 Ton- Bridge Crane _____

g) 2 Ton- Bridge Crane _____

h) 2 Ton-Lodestar Electric Hoist _____

i) Roller Tables 100ft approx. x 4ft Wide Motorized Heavy Duty Rolling
Conveyor Table _____

Parcel 6 – Other Equipment

- a) Paint Shop _____
- b) Air Blast Room & Collection System _____
- c) Paint Equipment _____
- d) Exterior Crane _____
- e) Other Equipment _____
- f) Loader _____

Parcel 7 – Inventory & Miscellaneous Tools

- a) Metal Inventory (see Schedule A) _____
- b) Various Tools and Supplies (See Pallet List per Schedule B) _____

II. I, we, hereby submit this Offer for the bulk purchase of the following parcels:

A bulk Offer must indicate the value attributed to each parcel included in the bulk Offer.

Parcel I – Land & Building

- a) Machine Shop Facility _____
- b) Welding Shop & Land _____
- c) Lot & Building _____
- d) Machine Shop _____
- e) Land - Pine Court _____
- f) Land _____

Parcel 2 – Machining Equipment

- a) Machining Equipment Lot #1
- b) Machining Equipment Lot #2
- c) Machining Equipment Lot #3
- d) Machining Equipment Lot #4
- e) Machining Equipment Lot #5
- f) Machining Equipment Lot#6

Parcel 3 – Welding Equipment

- a) Various Welding Equipment

Parcel 4 – Rolling Stock

- a) Lifts
- b) Cargo Trailers
- c) Vehicles & Other

Parcel 5 – Cranes

- a) 1987 65 Ton-Grove All Terrain Crane AT865 Ser#4L02A93033
- b) 1998 28 Ton-Manitex Model 2892S Boom 207,047km (FORD)
Ser#1FDZW86E1WVA21728
- c) 15 Ton-Bantam Rough Terrain Mobile Crane Model S-626 Ser#630D
- d) 50 Ton-Flip Rite Rotating Crane Model 25F50-SL
- e) 20 Ton-Dynex Bridge Crane - Composed of (2)-10 Ton Hoists
Ser#82040-6
- f) 2 Ton- Bridge Crane
- g) 2 Ton- Bridge Crane
- h) 2 Ton-Lodestar Electric Hoist
- i) Roller Tables 100ft approx. x 4ft Wide Motorized Heavy Duty Rolling
Conveyor Table

Parcel 6 – Other Equipment

- a) Paint Shop _____
- b) Air Blast Room & Collection System _____
- c) Paint Equipment _____
- d) Exterior Crane _____
- e) Other Equipment _____
- f) Loader _____

Parcel 7 – Inventory & Miscellaneous Tools

- a) Metal Inventory (see Schedule A) _____
- b) Various Tools and Supplies (See Pallet List per Schedule B) _____

Total Offer to Bulk Purchase _____

- III. Enclosed is the cash deposit by way of certified cheque, bank draft or money order in the amount of \$_____, representing ten per cent (10%) of the total amount proposed.

- IV. It is acknowledged that this Offer is subject to the Terms and Conditions issued by the Vendor per the Invitation (which terms form an integral part hereof) and the Bidder has received and reviewed all Addenda, if any, with respect to the Invitation all of which are incorporated herein by reference and form part hereof including the Terms and Conditions.

Dated at _____ on the day of _____, 2014.

(Name of Prospective Purchaser)

Per: _____

For the information of the Vendor, the attached indicate our proposed counsel for purposes of this transaction (if none identified as yet, please so indicate):

Counsel name

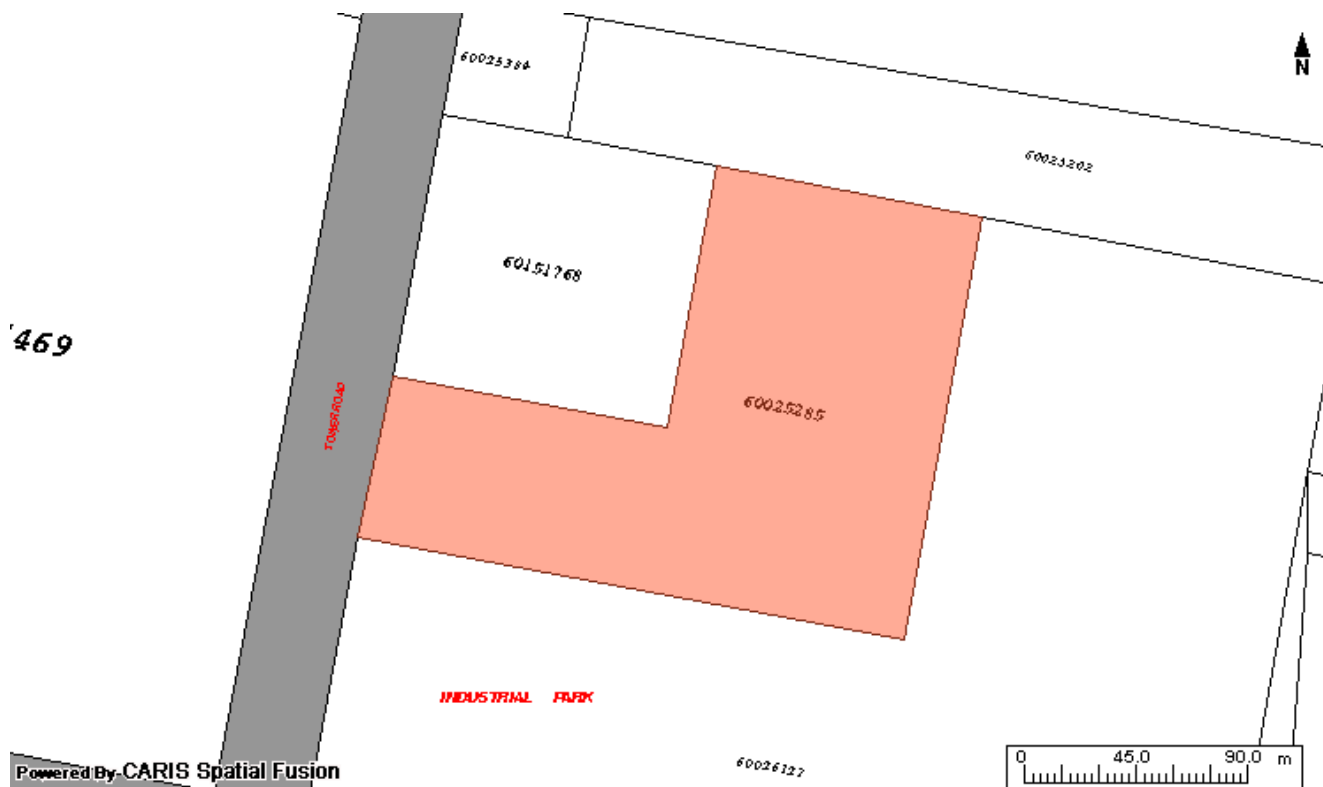
Telephone number

Counsel firm name

Appendix C - Summary of Asset Parcels Offered

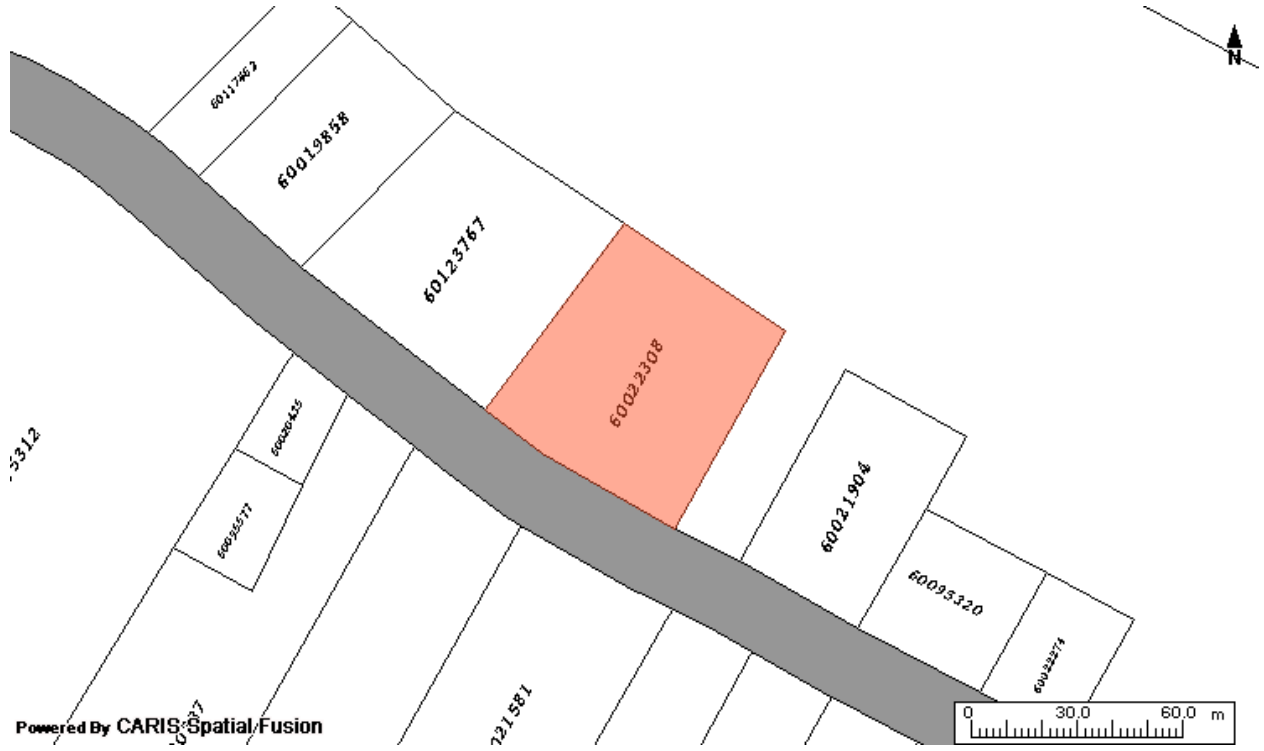
Parcel 1 – Land & Building

- a) **Machine Shop Facility**
12 Tower Rd, Minto, NB
PAN# 05532688
PID# 60025285

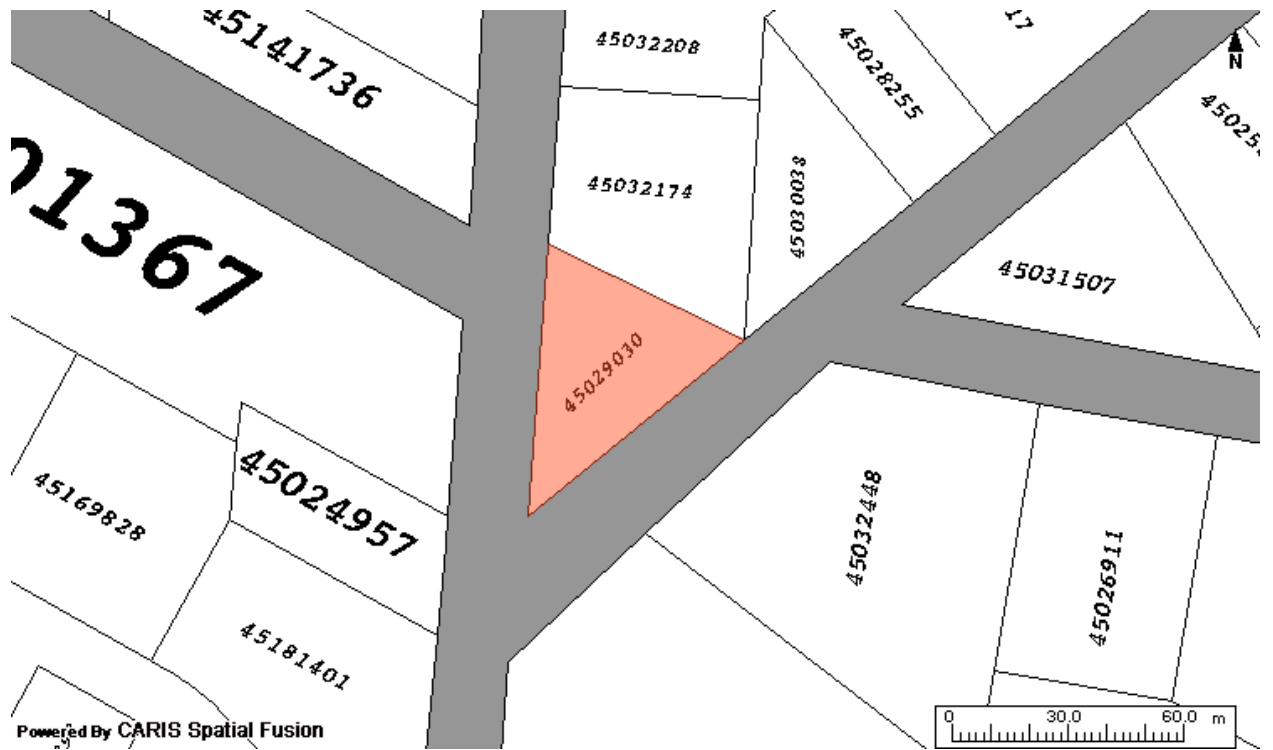


NOTE: There is currently a lease of a portion of these premises between Gaddess and the Province of New Brunswick. A copy of the lease registered on title is attached hereto. Any Bidder for this parcel shall indicate whether it is willing to take the premises subject to the lease or if it will require vacant possession and by which date vacant possession shall be required.

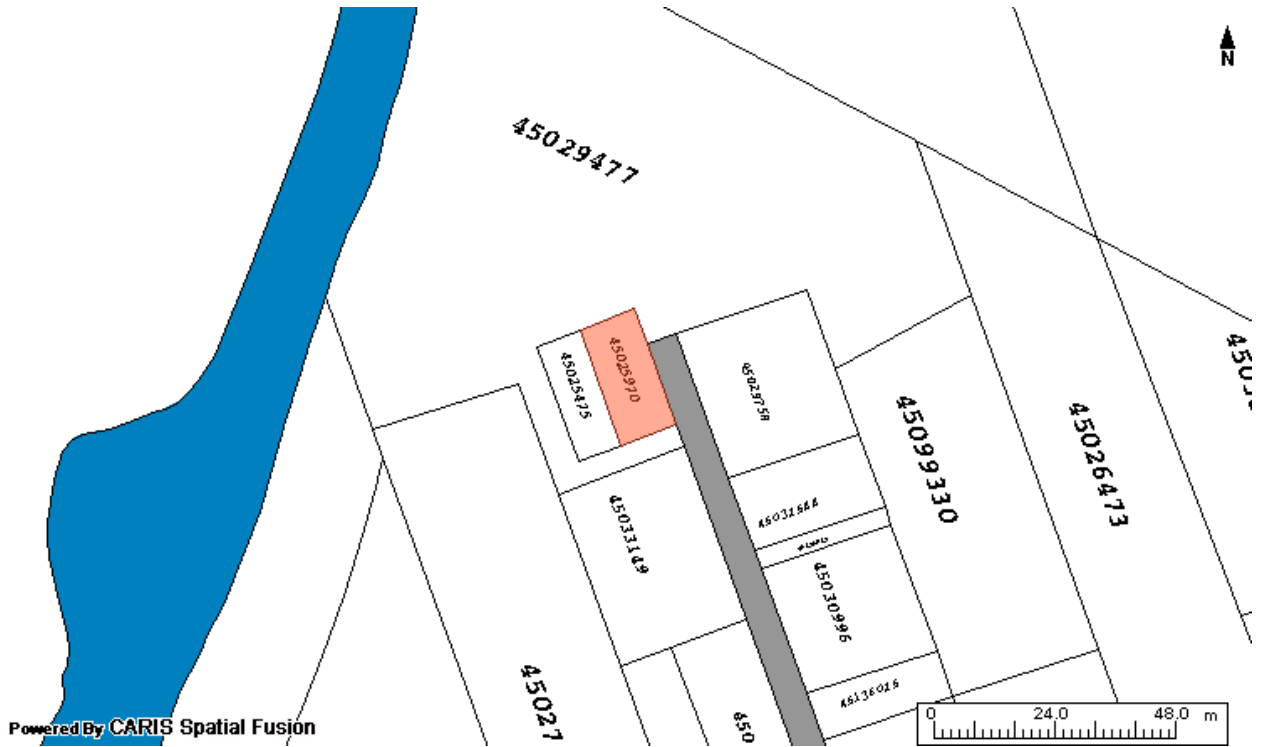
c) **Lot & Building**
70 Bridge Street, Minto, NB
PAN# 04103834
PID# 60022308



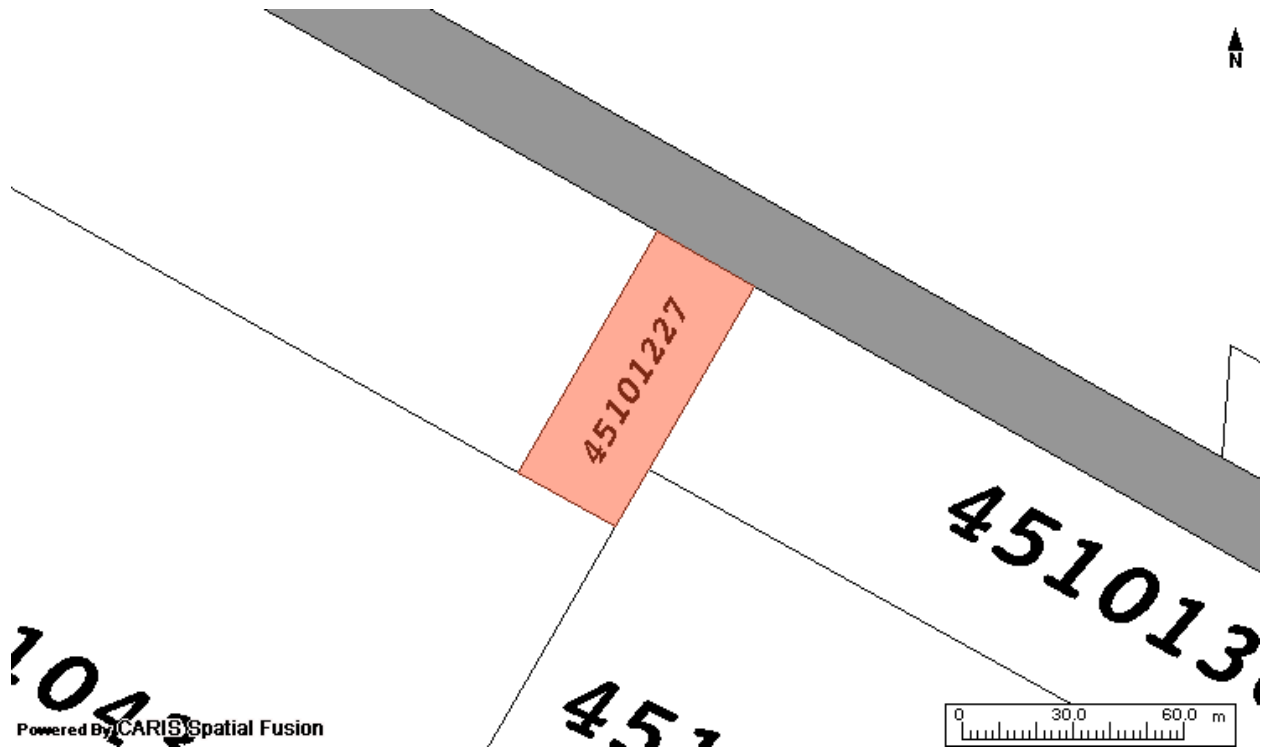
d) **Machine Shop**
860 Pleasant Dr., Minto, NB
PAN# 00967812
PID# 45029030



e) Land - Pine Court
PAN# 05270561
PID# 45025970



f) **Land**
Diamond Drive, Minto, NB (Lot 13 Plan 3895)
PAN# 00967846
PID# 45101227



Parcel 2 – Machining Equipment

a) Machining Equipment Lot#1

2010 Koike Aronson Plasma Cutting Table Mastergraph Millennium 3100 Ser#46573 With Attachments Incl. Hypotherm Power Unit HPR400XD

b) Machining Equipment Lot#2

2011 Ferric Eremark CNC HAP3600 x 300 3 Axes
Synchronized Hydraulic Press Brake Ser#02096-PJC4KX

c) Machining Equipment Lot#3

Lathe Capacity 15ft Long – Poreba Model PPK-90A1/5M Lathe – S#7402-02-19025-05

d) Machining Equipment Lot#4

TOS SN 50C Lathe – ser#85020970565
TOS SN 50C Lathe – ser#85015970523
TOS SN71B Lathe – ser#71474228
Satesa STL RE Lathe
Portable Lathe Sections
SXMTW Cylindrical Grinder Model #2000 ser#200001
SMTWX Horizontal Surface Grinder Type M7130/H ser#138
Pobeda-1Mo RB 70 Radial Arm Drill Press
WBW Drill Press With Power Head
Delta 16" drill press
Adam Drill Press
Meuser Horizontal Boring Mill ser#HM55BF-37353
BYJC Milling Machine
Bridgeport Milling Machine
Mechanical Milling Machine
Oster Pipe Threader Model#771/120V ser#ADL490
Rigid 535 Pipe Threader
Rigid 300 Pipe Threader With Extra Stand
(2) Units – Teco Hydraulic power pack
60 Ton Hydraulic Press
500n Hydraulic Press

e) Machining Equipment Lot#5

Line Boring Equipment/Trailer
Miller Trailblazer 301G Welder
Portable Line Borer Model 210
12ft Cargo Trailer c/w line boring attachments ser#4YMCL12138V177878

Portable Hydraulic Power packs

f) Machining Equipment Lot#6

2010 Hyd - Mech Vertical Mitering Band Saw Model V-18 Ser#J0710364

Parcel 3 – Welding Equipment

a) Various Welding Equipment

(13) Units – Miller 650 Instaweld Power Source c/w wire feeder

(2) Units - Miller 650 Instaweld Power Source Miller 350

(2) Units - Portable Miller Trailblazer 302 welder R400 Welder Ser#16T-1530

(2) Units - Miller Suitcase 12RC Welder

Omark KSM Powerhouse Stud Welder

ESS-1500 Arc Stud Welder

Thermal Dynamics Portable Plasma Cutter PAK 150XL

Blue Shield Drigard Electrode Oven Model 125

Scepter Chop Saw JB6X6X4 Ser#2425

Parcel 4 – Rolling Stock

a) Lifts

2003 lift Model 600J Ser#0300071905

Skyjack Scissor Lift

b) Cargo Trailers

24ft Enclosed 2010 Cargo Trailer Ser# HZZVC24T6A7000285

16ft Continental Cargo Trailer

20ft Blackhawk 2001 Tandem Trailer Ser#2B9V572881F095353

c) Vehicles & Other

2004 Ford F250 Supercab 318,000 kms. Ser#1FTNX20L14ED10318

2004 Ford F 250 Supercab 288,000 kms. Ser#1FTNX20LX4ED10317

2008 Ford F250 4 Door Pick Up 194,000 kms. Ser#1FTSW20558EE38753

2007 Kubota ZD3265 With ZD Pro 60 mowing Deck

Carelift Zoom Boom Model 8044 5,436 hrs

Cat T80DSTR Propane Forklift 8.487 hrs

Parcel 5- Cranes

- a) 1987 65 Ton-Grove All Terrain Crane AT865 Ser#4L02A93033
- b) 1998 28 Ton-Manitex Model 2892S Boom 207,047km (FORD)
Ser#1FDZW86E1WVA21728
- c) 15 Ton-Bantam Rough Terrain Mobile Crane Model S-626 Ser#630D
- d) 50 Ton-Flip Rite Rotating Crane Model 25F50-SL
- e) 20 Ton-Dynex Bridge Crane - Composed of (2)-10 Ton Hoists Ser#82040-6
- f) 2 Ton- Bridge Crane
- g) 2 Ton- Bridge Crane
- h) 2 Ton-Lodestar Electric Hoist
- i) Roller Tables 100ft approx. x 4ft Wide Motorized Heavy Duty Rolling Conveyor Table

Parcel 6 – Other Equipment

- a) **Paint Shop**
2010 Global Cross Draft Paint Room ModelCGD-2016PDT-60-BBS Ser#UA345A 60ft x 20ft
- b) **Air Blast Room & Collection System**
2010 Blast Room Components ADS System Model#60AVR Ser#A57778
Cartridge Collection System Avanni Model SDC-25-24 Ser#104712 With 12 Arms,12 Extension
Booms And Outside Hopper
- c) **Paint Equipment**
Airlessco SL 1100 Paint Sprayer
Airleessco 440 Paint Sprayer
- d) **Exterior Crane**
5 Ton Exterior Single Girder Bridge Crane Ser#32533-S0
- e) **Other Equipment**
Air Compressor - 40 Hp Sullair LS-10 Screw Compressor
Air Compressor - 150 hp Ingersoll Rand Compressor PA12VHC
Dominik Hunter DRD800 Refrigerated Air Dryer
Porter Cable Portable Compressor 150PSI
Easy Kleen High Pressure Washer MHPH330
(2) Units Flag Fire Extinguisher Wheeled CD-50-1 CO2
Flag Fire Extinguisher Wheeled CD-100-1 CO2
- f) **Loader**
Loader c/w bucket & Forks

Parcel 7 – Inventory & Miscellaneous Tools

a) Metal Inventory (see Schedule A)

b) Various Tools and Supplies (See Pallet List per Schedule B)

Appendix D – Pictures of Parcels Offered

Parcel 1 Item a & b



Parcel 1 Item a &

b



Parcel 1 Item a and

b



Parcel 1 Item

c



Parcel 1 Item

d



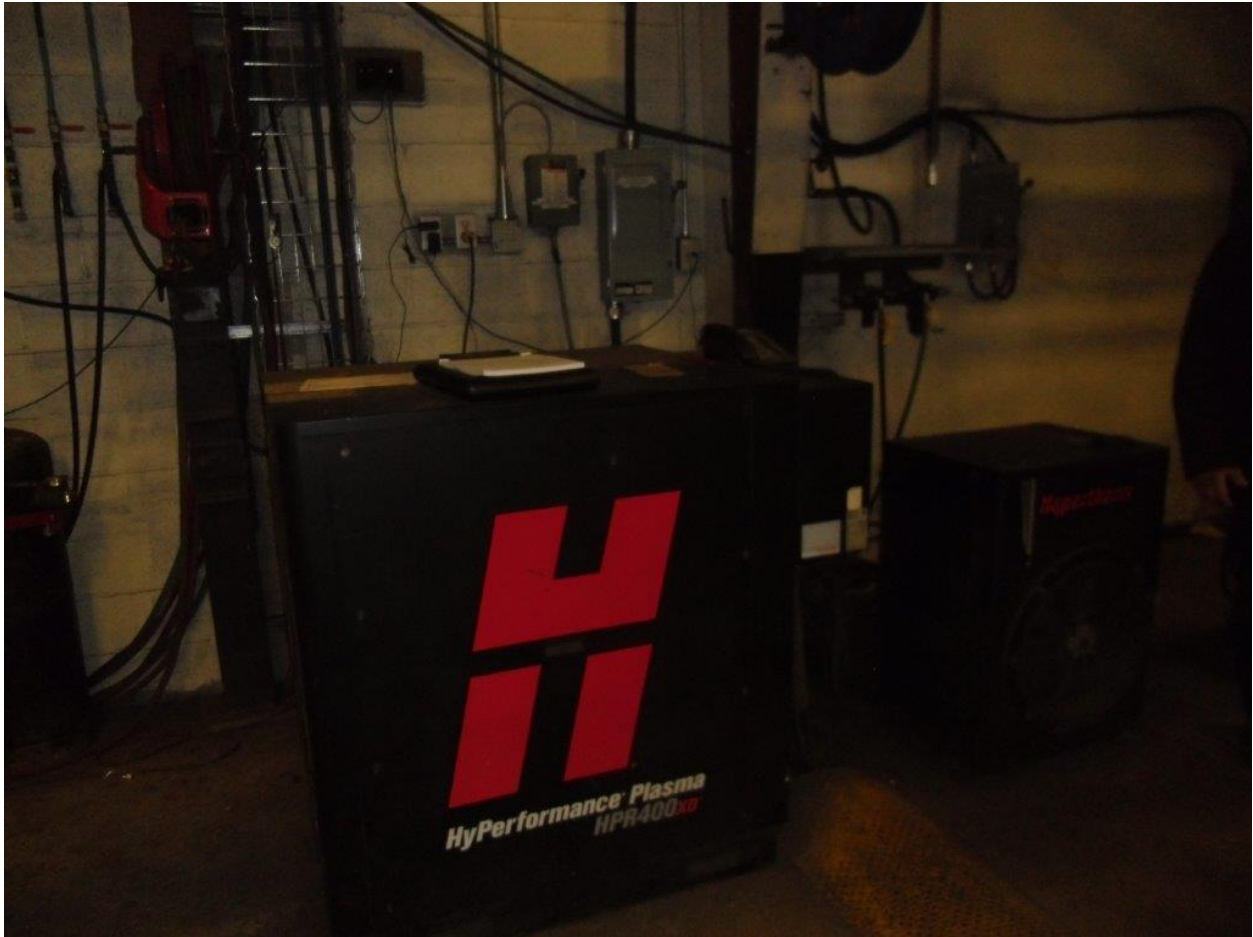
Parcel 2 Item

a



Parcel 2 Item

a



Parcel 2 Item

a



Parcel 2 Item

b



Parcel 2 Item

c



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

d



Parcel 2 Item

e



Parcel 2 Item

e



Parcel 2 Item

e



Parcel 2 Item

e



Parcel 2 Item

e



Parcel 2 Item

f



Parcel 3 Item

a



Parcel 3 Item

a



Parcel 3 Item

a



Parcel 3 Item

a



Parcel 3 Item

a



Parcel 3 Item

a



Parcel 3 Item

a



Parcel 3 Item

a



Parcel 3 Item

a



Parcel 4 Item

a



Parcel 4 Item

a



Parcel 4 Item

b



Parcel 4 Item

b



Parcel 4 Item

c



Parcel 4 Item

c



Parcel 4 Item

c



Parcel 4 Item

c



Parcel 4 Item

c



Parcel 4 Item

c



Parcel 5 Item

a



Parcel 5 Item

b



Parcel 5 Item

c



Parcel 5 Item

d



Parcel 5 Items e, f and

g



Parcel 5 Item

i



Parcel 6 Item

a



Parcel 6 Item

a



Parcel 6 Item

a



Parcel 6 Item

b



Parcel 6 Item

b



Parcel 6 Item b



Parcel 6 Item

c



Parcel 6 Item

d



Parcel 6 Item

d



Parcel 6 Item

e



Parcel 6 Item

e



Parcel 6 Item

e



Parcel 6 Item

e



Parcel 6 Item

e



Parcel 6 Item e

