

COURT FILE NUMBER 1903-21122
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF(S) ROYAL BANK OF CANADA
DEFENDANTS MACHINE WORKS INDUSTRIAL INC., PAUL BURNS, JODY COOMBS, AND ALLAN MCNUTT

DOCUMENT **FIRST REPORT OF THE RECEIVER**

**ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT**

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Introduction

1. On August 13, 2019 (the "**Date of Receivership**"), Machine Works Industrial Inc. (the "**Company**") was placed into receivership pursuant to an Order (the "**Receivership Order**") issued by the Court of Queen's Bench of Alberta (the "**Court**"). Deloitte Restructuring Inc. (the "**Receiver**") was appointed as interim receiver and receiver and manager, without security, of all of the Company's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**"). Attached hereto as Appendix "A" is a copy of the Receivership Order.
2. The Company is incorporated under the laws of Alberta and carried on business from a leased premises located at 11405 85 Avenue, Fort Saskatchewan, Alberta (the "**Head Office**"). The Company primarily serviced oil and gas customers, providing welding, mechanical, structural fabrication, piping fabrication and technical services throughout Alberta for the past ten (10) years. The directors and senior managers of the Company are Paul Burns, Jody Coombs, and Allan McNutt (collectively "**Management**").
3. Information on the receivership proceedings can be accessed on Deloitte's website at www.insolvencies.deloitte.ca under the link "Machine Works Industrial Inc." (the "**Receiver's Website**").

Purpose of this report

4. The purpose of this first report of the Receiver (the "**First Report**") is to provide the Court with:
 - 4.1. An update on the Receiver's activities to date;
 - 4.2. A summary of the sale process undertaken by the Receiver for the Company's Property (the "**Sale Process**"); and
 - 4.3. The Receiver's comments in support of its application to this Honourable Court for:

- 4.3.1. Approval of the Receiver's activities to date, including the Receiver's Sale Process; and
- 4.3.2. A sale and vesting Order in favour of the proposed purchaser selected by the Receiver in its Sale Process.

Terms of reference

5. In preparing this First Report, the Receiver has relied upon unaudited financial information prepared by Management, the Company's books and records, and discussions with Management. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants Canada Handbook*. The Receiver expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this First Report, or relied upon by the Receiver in preparing this First Report.
6. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of this First Report. Any use which any party makes of this First Report, or any reliance or decision to be made based on this First Report, is the sole responsibility of such party.
7. Capitalized terms used in this First Report but not defined herein are as defined in the Receivership Order.

Currency

8. All currency references in this First Report are in Canadian dollars.

Activities of the Receiver

9. Since its appointment, the Receiver has undertaken the following conservatory measures to preserve the Company's Property:
 - 9.1. Attended at the Company's Head Office, served Management with copies of the Receivership Order, and obtained Management's cooperation to the extent required to assist the Receiver with its mandate;
 - 9.2. Terminated all employees of the Company as at the Date of Receivership, and retained on a contract basis certain former employees to assist the Receiver with:
 - 9.2.1. Inventorying the Company's Property;
 - 9.2.2. Identifying individual items of Property at locations other than the Head Office; and
 - 9.2.3. Completing the billing of the Company's work-in-progress to its customers;
 - 9.3. Changed locks, arranged for continuation of power and heat to the Head Office, performed regular physical monitoring of the Head Office, and facilitated other general conservatory measures;
 - 9.4. Filed the Notice and Statement of Receiver with the Office of the Superintendent of Bankruptcy, and served the same upon all known creditors of the Company by regular mail;
 - 9.5. Arranged for the Receiver's name to be added as named insured and loss payee on the Company's existing insurance coverage, and arranged for replacement insurance coverage;
 - 9.6. Signified all of the Company's accounts receivables;
 - 9.7. Notified all of the Company's former employees of the Wage Earner Protection Program ("**WEPP**"), provided statutory notices under WEPP, and assisted former employees with completing proofs of claim;

- 9.8. Established the Receiver's Website whereon documents in these proceedings have been posted;
- 9.9. Arranged for the return of individual items of Property located at third party locations back to the Head Office;
- 9.10. Undertook the Sale Process and negotiated a proposed asset purchase agreement ("**Asset Purchase Agreement**") with the successful purchaser selected by the Receiver;
- 9.11. Corresponded with creditors and Property claimants; and
- 9.12. Prepared, reviewed, and finalized this First Report.

Accounts receivable

10. As mentioned above, the Receiver completed invoicing of unbilled work-in-progress in existence at the Date of Receivership. Total accounts receivable of the Company at the Date of Receivership approximated \$1,263,263.12, of which \$757,031.87 has been collected to date by the Receiver. The balance of the receivables (approximately \$506,231.25) are in various stages of follow up and negotiation between the Receiver and the customers.

Sale Process

11. Commencing September 7, 2019, the Receiver began its Sale Process for the Company's Property. A confidentiality agreement ("**CA**") and sale and information package ("**SIP**") containing a list of the physical Property, and details of the Sale Process, was distributed to 69 parties and included the following:
 - 11.1. Auctioneers and liquidators, interested parties who had approached the Receiver previously, as well as parties who had considered an acquisition of the Company prior to Date of Receivership;

- 11.2. Parties identified by Management as potentially having interest in purchasing the Company's Property; and
- 11.3. Parties identified through the Receiver's research as companies operating in the same industry as the Company (i.e. oil field services, welding, mechanical, structural fabrication, piping fabrication and technical services) throughout Alberta, Saskatchewan, and British Columbia.
12. Subsequent to the SIP's circulation, the Receiver received expressions of interest from certain parties interested in acquiring the intangible assets of the Company (i.e. goodwill, customer lists, etc.), and to carry on the business as a going concern.
13. In response to this interest, on September 16, 2019, the Receiver provided an addendum to the SIP (the "**Addendum**") to all 69 parties advising that certain historical financial and operational information of the Company (the "**Confidential Information**") would be available to interested parties upon request.
14. Copies of the SIP and Addendum are attached hereto as Appendix "B".
15. In total, fifteen (15) parties executed CAs. Ten (10) of these parties attended at the Head Office to view the Property, and four (4) parties viewed the Confidential Information.
16. The SIP deadline closed on September 27, 2019, and seven (7) offers were received. The Receiver views this timeframe as reasonable in the circumstances, as:
 - 16.1. The parties who had expressed the most interest in the Company as a going concern were aware of the pending opportunity in advance of the formal Sale Process commencing, and would be able to quickly conduct their due diligence and submit an offer within the timeframe stipulated; and
 - 16.2. Parties interested in the Company's Property on a liquidation basis were all provided a detailed list of the Property, and were able to complete a physical viewing for multiple days during the Sale Process.
17. The Receiver has prepared a Confidential Supplement to this First Report (the "**Confidential Supplement**"), which contains information in relation to these sale matters that the Receiver considers sensitive in nature, and should not be disclosed

to the public at this time. The Receiver is of the view that publication of this information may undermine any future efforts to maximize the realizations from the Property if the recommended sale transaction is not approved by the Court, and a further sale process is necessary.

18. After reviewing the offers, the Receiver accepted the offer (the "**Asset Purchase Agreement**") of Century Services Corp. ("**Century**"), conditional upon receiving the approval of this Honourable Court.
19. The Asset Purchase Agreement provides the best monetary recovery of all seven (7) offers submitted. A copy of the Asset Purchase Agreement is attached as Appendix "A" to the Confidential Supplement. A summary of all offers and the Receiver's evaluation of same are illustrated within the Confidential Supplement (the "**Offer Summary**") and is attached as Appendix "B" to the Confidential Supplement.
20. After considering the information outlined in the Confidential Supplement, it is the Receiver's respectful view that the proposed sale of the Company's Property to Century is reasonable and appropriate in the circumstances and should be approved by this Honourable Court. In addition, the Receiver makes the following comments for consideration:
 - 20.1. The Sale Process undertaken by the Receiver was fair and transparent to all parties, and has resulted in a process that has sufficiently canvassed the market;
 - 20.2. The Receiver does not believe that further marketing will result in a superior offer to the Asset Purchase Agreement that is being recommended herein;
 - 20.3. The Asset Purchase Agreement was the best offer received from both a price and closing risk perspective;
 - 20.4. Century is an arm's length party to the Receiver and the Company;
 - 20.5. The proposed sale price is fair and reasonable for the Property; and

20.6. Closing the Asset Purchase Agreement will eliminate significant go-forward holding costs, such as insurance and rent at the Company's former business premises.

Conclusion and Recommendation

21. As the Asset Purchase Agreement provides the potential for the highest recovery, the Receiver respectfully requests that this Honourable Court grant an Order:

21.1. Approving the Receiver's acceptance of the Asset Purchase Agreement, in accordance with the terms appended to the Confidential Supplement;

21.2. Authorizing the Receiver to take such further steps as may be necessary to close the Asset Purchase Agreement;

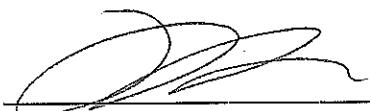
21.3. Sealing the Confidential Supplement; and

21.4. Approving the actions of the Receiver to date in respect of these proceedings.

All of which is respectfully submitted this 21st day of October, 2019.

DELOITTE RESTRUCTURING INC.,

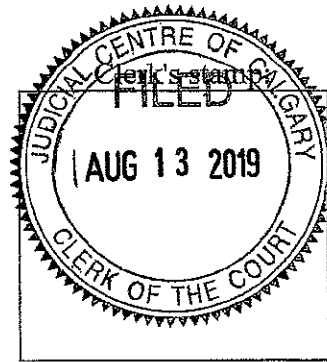
In its capacity as Court Appointed Receiver of
Machine Works Industrial Inc.
and not in its personal capacity



Darren Crocker, CPA, CGA, CIRP, LIT
Senior Vice-President

Appendix "A"

COURT FILE NUMBER 1901-07789
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY



PLAINTIFF ROYAL BANK OF CANADA
 DEFENDANTS MACHINE WORKS INDUSTRIAL INC., PAUL BURNS, JODY COOMBS AND ALLAN MCNUTT

DOCUMENT **CONSENT RECEIVERSHIP ORDER**

I hereby certify this to be a true copy of the original Order

Dated this 13 day of Aug 2019

[Signature]
 for Clerk of the Court

Burnet, Duckworth & Palmer LLP
 2400, 525 – 8 Avenue SW
 Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt
 Phone Number: (403) 260-0210
 Fax Number: (403) 260-0332
 Email Address: dlegeyt@bdplaw.com
 File No. 55398-53

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DATE ON WHICH ORDER WAS PRONOUNCED: August 13, 2019
NAME OF JUDGE WHO MADE THIS ORDER: K. M. Eidsvik
LOCATION OF HEARING: Judicial District of Calgary

UPON the application of Royal Bank of Canada ("RBC") in respect of Machine Works Industrial Inc. (the "Debtor"); **AND UPON** reading the consent of Deloitte Restructuring Inc. to act as interim receiver and receiver and manager ("Receiver") of the Debtor, filed; **AND UPON** noting the consent endorsed hereon of the Debtor; **AND UPON** hearing counsel for RBC; **IT IS HEREBY ORDERED AND DECLARED THAT:**

kme and Al mcNutt and Corey Clarke for Defendants kme

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 Deloitte Restructuring Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
 - (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever

basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (d) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (f) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (h) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.
- (j) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$700,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or

destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body’s investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and

suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property

purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

16. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

18. The Receiver and its legal counsel shall pass their accounts from time to time.
19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$750,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or

any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

24. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
27. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
28. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
29. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
31. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

32. The Receiver shall establish and maintain a website in respect of these proceedings and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

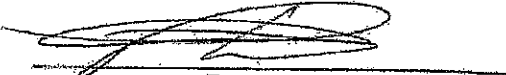
"K.M. Eidsvik"

Justice of the Court of Queen's Bench of Alberta

CONSENTED TO this 11 day of
Dec, 2018 by Machine
Works Industrial Inc.

Per: 

Name: Jody Coombs


Paul Burns

AFFIDAVIT OF EXECUTION

I, Stacy D. Stark, of the City of Fort Saskatchewan, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I was personally present and did see:
 - a. Jody Coombs and Paul Burns, an authorized corporate representative of Machine Works Industrial Inc., who was identified by me as such, duly sign and execute the Consent Receivership Order.
2. The same was executed at Fort Saskatchewan in the Province of Alberta, and I am the subscribing witness thereto.
3. I confirm that Jody Coombs and Paul Burns is in my belief the full age of eighteen years.
over 18

SWORN BEFORE ME at Fort Saskatchewan,
in the Province of Alberta, this 11 day of
December, 2018.

Meghan Gillis
A Commissioner for Oaths in and for the
Province of Alberta

Stacy D. Stark

MEGHAN L. GILLIS
Commissioner for Oaths
My Commission Expires June 1, 2019

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the interim receiver and receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Machine Works Industrial Inc. ("**Machine Works**") appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the _____ day of _____, _____ (the "**Order**") made in action numbers _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ●.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

_____, solely in its capacity
as Receiver of the Property (as defined in the
Order), and not in its personal capacity

Per: _____
Name:
Title:

Appendix "B"



Sales and Information Package
Machine Works Industrial Inc.

September 6th, 2019

Deloitte Restructuring Inc.
1500 Manulife Place
10180 – 101 Street NW
Edmonton, AB T5J 4K1

Tel: 780-421-3759
Fax: 780-421-3782
Email: garrchan@deloitte.ca
Attention: Garrett Chan

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Background

On August 13th, 2019, Deloitte Restructuring Inc. (the "**Receiver**") was appointed Receiver over all of the assets and undertakings of Machine Works Industrial Inc. (the "**Company**") by way of an Order (the "**Order**") granted by the Court of Queen's Bench of Alberta (the "**Court**").

Prior to the Receiver's appointment, the Company carried on a business providing engineering, fabrication, technical, and field services to the oil and gas industry throughout Alberta for the past seven years. The Company was originally a portable machining and hydro testing company until three years ago when it expanded to encompass all aspects of fabrication, diversifying the Company's services to meet the growing needs of its clients.

The Receiver is offering for sale its right, title, and interest, if any, in certain assets of the Company (the "**Assets**"), such Assets representing the majority of the Company's inventory, tools, equipment, and rolling stock, as further described in the Asset Schedule appended hereto.

Invitation for Offers

Sealed offers for a purchase of the Assets *en bloc* will be received by the Receiver until **5:00 p.m. MDT on September 27th, 2019**. This Sales and Information Package ("**SIP**") is not intended for general circulation, publication, nor is it to be reproduced or used for any purpose other than that outlined herein. The Receiver does not assume responsibility or liability for losses occasioned to any parties as a result of the circulation, publication, reproduction or use of this SIP.

The information provided herein was obtained from the books and records of the Company, and is being provided by the Receiver for the sole use of prospective purchasers in considering their interest in acquiring the Assets. This SIP does not purport to contain all of the information that a prospective purchaser may require. Prospective purchasers should conduct their own investigations and due diligence on the Assets and the information contained in this SIP. The Receiver does not provide any representation or warranty as to the accuracy or completeness of the information contained in this SIP, and shall have no liability for any representations expressed or implied herein, nor for any omissions from this SIP or any other written or oral communication transmitted to prospective purchasers in the course of their evaluation of the Assets.

Access to the Assets will only be provided to those parties who have provided the Receiver with a duly executed and delivered confidentiality agreement in form and substance satisfactory to the Receiver.

The Assets are being offered for sale on an "as is, where is" basis. Any offeror will be asked as a condition of sale to sign an acknowledgement that they have inspected and satisfied themselves as to the condition of the Assets.

All offers to purchase the Assets must be submitted in writing in a form and content substantially similar to the asset purchase agreement that will be provided to interested parties upon signing of a confidentiality agreement and must be accompanied by: a) a black-line showing all changes made to the form of asset purchase agreement provided; and b) a refundable deposit in the amount of CDN \$100,000. The deposit will be returned if the offer is not accepted and forfeited to the Receiver on account of liquidated damages if the offer is accepted and the sale not completed by the offeror. The balance of the offer price will be payable by

certified cheque, bank cheque or electronic wire transfer on closing. Offers for the Assets shall be irrevocable for a period of five (5) days after the offer due date unless previously rejected by Deloitte in writing.

The Terms and Conditions of Sale are detailed later in this SIP along with the following key dates for the process:

Event	Timing
Viewings	By appointment on the following days: September 10 th , 12 th , 17 th , 19 th , or 24 th , 2019 (other dates may be arranged)
Offer deadline	September 27 th , 2019 by 5:00 p.m. MDT
Closing date	October 14 th , 2019 (estimated). See Terms and Conditions.

The highest or any offer need not be accepted. Offers shall be subject to Court approval, and the Terms and Conditions of Sale shall be deemed to form part of the offer. **To obtain a confidentiality agreement and to make arrangements to view the Assets, please contact Garrett Chan at 780-421-3759 or garrchan@deloitte.ca.**

Terms and Conditions of Sale

1. The vendor is Deloitte Restructuring Inc. in its capacity as Court Appointed Receiver of Machine Works Industrial Inc., and not in its personal capacity (the "**Vendor**").
2. The Vendor is inviting offers for the purchase of the Assets pursuant to these Terms and Conditions of Sale (the "**Terms and Conditions of Sale**"). The Assets are more particularly described in the Asset Schedule that is appended to, and forms part of this SIP.
3. Proposals from auctioneers to purchase the Assets outright will be considered.
4. Viewing of the Assets will be by appointment only. Appointments can be made by contacting Garrett Chan at 780-421-3759 or at garrchan@deloitte.ca. The following dates are initially scheduled for viewing by appointment:

September 10th, 12th, 17th, 19th, or 24th, 2019 (or such other date as may be arranged)

5. **Sealed offers marked "OFFER – MACHINE WORKS INDUSTRIAL INC." shall be delivered or mailed, postage prepaid, to the Vendor (Attention: Mr. Garrett Chan) at 1500 Manulife Place, 10180 – 101 Street NW, Edmonton, AB, T5J 4K1, so as to be in the Vendor's hands by 5:00 pm MDT on September 27th, 2019. The Vendor reserves the right to conclude sale arrangements on the Assets prior to that date.**
6. Every offer submitted shall be made for the Assets *en bloc* (i.e. no offers for a portion of the Assets will be considered), and shall be in writing in a form and content substantially similar to the offer that will be provided by the Vendor for this process. Each offer shall be signed by the duly authorized officer(s) of the entity making the offer, shall contain the name and address of the offeror and shall be accompanied by a black-line showing all changes made to the form of purchase and sale agreement provided. .
7. **Each offeror shall, with its offer, deliver to Deloitte a certified cheque, bank draft or money order drawn on a Chartered Bank of Canada, Credit Union or a Trust Company payable to the Vendor in the amount of \$100,000.** If an offer is accepted and approved, said cheque, bank draft or money order shall constitute a cash deposit and the successful offeror shall supply the remainder of the purchase price (the "**Purchase Price**") together with monies referred to in clause 14 by certified cheque, bank draft or electronic wire transfer drawn on a Chartered Bank of Canada, Credit Union or Trust Company prior to closing.
8. By submitting an offer, the offeror acknowledges that it has inspected the Assets, that it is purchasing the Vendor's interest, if any, in the Assets on an "as is, where is" basis on the closing date (the "**Closing Date**") and that no representation, warranty or condition is expressed or implied as to title, description, fitness for purpose, existence, merchantability, conditions or quality thereof or in respect of any other matter or thing whatsoever. The offeror acknowledges and agrees that neither the Vendor nor Deloitte is required to inspect the Assets or any part hereof and each offeror shall be deemed, at its own expense, to have relied entirely on its own inspection and investigation. The offeror acknowledges that the Assets are offered as they exist on the Closing Date with no representations, warranty or condition as to any matter and with no adjustment to be allowed to either the Vendor or the offeror for any changes in the condition of the Assets from the date thereof until the Closing Date or for any other reason whatsoever. Furthermore, the offeror agrees to accept the Vendor's right, title, and interest, if any, in the Assets, and acknowledges that, it shall be the offeror's own and sole responsibility to obtain and pay the cost of any consents, permits, licenses assignments, registration fees, attorney and agent

fees, filing fees, issue fees or other authorizations and assignments necessary or desirable for the transfer of such right, title and interest, to the offeror or for the operation or use of the Assets.

9. The highest or any offer will not necessarily be accepted.
10. The Vendor has no obligation to conclude a sale arising out of this process and it reserves the right and unfettered discretion to reject any or all offer(s).
11. If any offer is accepted by the Vendor, then such acceptance shall be communicated to the offeror (the "**Purchaser**") by notice in writing sent by the Vendor to the Purchaser at the address set forth in its offer, such notice to be given by email, facsimile, prepaid registered mail, or personal delivery, and to be deemed effectively given and received when sent by email or facsimile or when deposited in the post office or when personally delivered, as the case may be. Personal delivery is meant to include delivery by commercial courier.
12. In the event of a sale, to the extent permitted by law, all of the rights, title and interests, if any, of the Vendor in and to the Assets to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against, such claims and interests to attach to the net proceeds of the sale of the Assets (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), pursuant to an approval and vesting order made by the Court, upon the application of the Vendor, except to the extent otherwise set forth in the relevant asset purchase agreement (the "**APA**") with an offeror.
13. Acceptance by the Vendor of an offer is subject to Court approval and the Vendor shall seek Court approval within 15 days after the offer due date of September 27th, 2019. Closing shall occur on the day following acceptance and approval of any offer by the Court (the "**Closing Date**"), subject to applicable appeal times, and payment of the Purchase Price is due on the Closing Date.
14. The Purchaser shall pay on the Closing Date, in addition to the Purchase Price, all applicable federal and provincial taxes unless the Purchaser produces an exemption certificate.
15. The Vendor reserves the right to remove items from the Asset Schedule up to the Closing Date. Where items are removed, the Vendor will provide the Purchaser with the opportunity to revise the Purchase Price offered for the Assets.
16. The Vendor will deliver to the Purchaser such bills of sale, assignments and other conveyancing documents that the Vendor, acting reasonably, considers necessary to convey to the Purchaser the Vendor's right, title and interest, to the purchased Assets, without representations or warranties of any kind.
17. The Vendor's right, title and interest, if any, in the Assets shall not pass to the Purchaser until the Closing Date.
18. The Assets shall be in the possession, and remain at the risk of the Vendor until the Closing Date. From and after the time of closing, the Assets shall be at the risk of the Purchaser. The Purchaser shall indemnify the Vendor and hold the Vendor harmless against and from all losses, costs, damages, and expenses which the Receiver may sustain, incur or be or become liable for by reason of or arising from any acts or omissions of the Purchaser in relation to any of the Assets.
19. Insurance will remain the responsibility of the Vendor up to and including the Closing Date.

20. The Purchaser shall have seven days following the Closing Date to remove all of the Assets, and the Purchaser shall provide the Vendor with an indemnity in a form acceptable to the Vendor indemnifying and saving harmless the Vendor from any damages that may arise from the Purchaser's removal of the Assets.
21. The acceptance of any offer shall not be assigned by the Purchaser to any third party without the written consent of the Vendor and such consent shall not be unreasonably withheld.
22. The APA shall enure to the benefit of and be binding upon the parties hereto, and their respective authorized heirs, executors, administrators, successors or assigns as the case may be.
23. If the Purchaser fails to comply with any provision of the provisions contained herein, the deposits and all other payments made in connection with the Purchase Price shall be forfeited as liquidated damages.
24. Payments accompanying an offer that is not accepted by the Vendor shall be returned to the offeror by prepaid registered letter or by commercial courier addressed to the offeror at the address given in its offer. No interest shall be payable by the Receiver to such offeror.
25. No offeror shall be at the liberty to withdraw or countermand an offer once made and, if the offer is withdrawn by the offeror before it is accepted by the Vendor, then the deposit accompanying the offer will be forfeited to the Vendor as liquidated damages.
26. The Vendor shall not be required to produce any abstract of title, title deeds or documents or copies thereof or any evidence as to title, other than those in its possession.
27. Asset listings, information packages, and other material concerning the Assets or the sale thereof provided by or on behalf of the Vendor have been prepared solely for the convenience of the offerors and are not warranted or represented to be complete or accurate and are not part of the Terms and Conditions of Sale. The descriptions of the Assets are for purposes of identification only and no condition, warranty, or representation has been or will be given by the Vendor concerning the accuracy, completeness or any other matter concerning those descriptions.
28. Any term or condition herein or in the advertisement, if any, may, in the Vendor's sole discretion, be waived by it, in whole or in part.
29. All stipulations as to time are strictly of the essence.
30. Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser, or their respective solicitors. Money may be tendered by bank draft certified cheque or electronic wire transfer drawn on a Chartered Bank or Canada, Credit Union or a Trust Company.
31. The Vendor shall have no personal or corporate liability under the APA, or the advertisement, if any, of these Terms and Conditions of Sale.
32. The Vendor shall not be required to pay any finder's fee, commission, expense or other compensation to any agents, consultants, advisors or other intermediaries of any prospective Purchaser under any circumstance unless agreed to separately and in writing.
33. At any time during this process, the Vendor may apply to the Court for advice and directions with respect to the discharge of its powers and duties hereunder.

34. The laws of the Province of Alberta shall govern these Terms and Conditions of Sale. The Vendor and any offeror agree that the Court shall have the exclusive jurisdiction to determine any and all disputes under these Terms and Conditions of Sale and the Vendor and any offeror hereby attorn to the exclusive jurisdiction of the Court.

Dated at Edmonton, Alberta this 6th day of September, 2019.

DELOITTE RESTRUCTURING INC.

In its capacity as Court appointed Receiver of
Machine Works Industrial Inc.,
and not in its personal capacity

Asset Schedule

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
Vehicles			
114	2014 Dodge	4500	3C7WRLFLXEG222974
117	2014 Dodge	3500 c/w deck	3C7WRTCJ8EG257015
121	2014 Dodge	3500 c/w deck	3C7WRTCJ6EG317972
113	2014 Dodge	3500 c/w deck	3C7WRTCJ7EG157617
120	2014 Dodge	3500 c/w deck	3C7WRTCJXEG317974
124	2014 Dodge	3500 c/w deck	3C7WRTCJ8EG317973
123	2014 Dodge	3500	3C7WRTCJ1EG317975
126	2016 Dodge (unit 17-002)	1500	1C6RR7HT6GS234041
127	2016 Dodge (unit 17-001)	1500	1C6RR7HT3GS313022
125	2016 Dodge (unit 17-003)	1500	1C6RR7HT0GS300356
115	2000 GMC	C7500	1GDL7H1C2XJ513542
116	2014 Dodge	1500	1C6RR7FT3ES325056
119	2013 Ford	XLT Super Duty Van	1FBNE3BL6DDA35242
110	2012 Dodge	2500	3C6TD5JTXCG180067
118	2007 Freightliner	M2	1FUBCYDC87HY87967
122	1999 Freightliner	FL 80	1FUWJLBBXHAS8012

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
Torquing Equipment			
CLM-007	24" Clamshell	Mac Tech	098-824-120
-	Torque Sockets	-	-
-	Modern 625x1500 Lathe	C6246 x 1500	161343
CLM-002	12" Clamshell	DL Ricci	NB12077200
-	18" Clamshell	-	MS18061517H
-	Triangle Eng. Wrap Around Bender	WTB-HRA/3	-
CLM-008	12" Clamshell	Mac Tech	68514
QF-001	Quick Face Manual Flange Facer	-	QF0914263D
CLM-005	4" Clamshell	DL Ricci	NB403250
CLM-009	6" Clamshell	Mac Tech	0-28-806LC-503
CLM-006	8" Clamshell	DL Ricci	NB801278
-	Mac Tech End Prep	12" - 24"	98143
Prep-003	Esco Mill Hog	Commander	13-2096
-	Lathe Tooling	-	-
-	Mac Tech End Prep	4" - 12"	98161
Prep-003	Esco Mill Hog	Prepzilla	9046
Prep-001	Esco Mill Hog	Prepzilla	86746
Prep-002	Esco Mill Hog	Prepzilla	13PZ11W42
-	Torque Pump	-	5
-	Torque Pump	-	167
-	Torque Pump	Tentec	0199429N
-	Torque Pump	-	1098004
-	Torque Pump	-	399130
-	Torque Pump	-	36307027C
X1A-004	Torque Pump	X1A1	336903
-	Modern Drill Press	DF-825GAD-9	F1206078
-	Jones and Shipman Tool Grinder	-	30
-	Saddle Beveller	16 - 20"	C20108610
-	Saddle Beveller	22 - 26"	2C-26R
Prep-005	WACHS End Prep Tool	-	26791
Prep-006	13-209	-	00-1260
Prep-010	WACHS End Prep Tool	-	99992
MAG-002	Hougen Mag Drill	HMD-904	3312144
MAG-001	Hougen Mag Drill	1405-96 Type 3	8338-2009-22-45
Prep-008	Tri Tool End Prep	-	5088434
-	Saddle Beveller	8 - 12"	C12104976
-	Saddle Beveller	6 - 8"	C08103339
-	Milwaukee Mag Drill Press	4202 / 4262-1	502A101261700
-	Milwaukee Mag Drill	4270-20	373A608030071
-	Milwaukee Mag Drill	4270-20	373AD11350146
-	Milwaukee Mag Drill	4270-20	373AD14030619
-	Saddle Beveller	1.5 - 4"	81590C8
-	Saddle Beveller	-	BES7140
-	Elbow Jig - 12"	1E-199	12E-200-252
-	Elbow Jig - 12"	1E-199	12E-200-253
-	Elbow Jig - 20"	2E-199	20E-200-059
-	Elbow Jig - 24"	2E-199	24E-200-148
-	Elbow Jig - 24"	2E-199	24E-200-135
-	Elbow Jig - 10"	1E-199	10E-200-327
-	Elbow Jig - 10"	1E-199	10E-200-350
-	Elbow Jig - 10"	1E-199	-
-	Elbow Jig - 16"	2E-199	16E-200-523
-	Elbow Jig - 16"	2E-199	16E-200-510
-	Elbow Jig - 8"	8E-200	8E-200-596
-	Elbow Jig - 8"	8E-200	8E-200-601
-	Elbow Jig - 8"	8E-200	-
-	Elbow Jig - 6"	6E-200	6E-200-441
-	Elbow Jig - 6"	6E-200	6E-200-458
-	Elbow Jig - 6"	6E-200	6E-200-670
-	Elbow Jig - 6"	6E-200	6E-200-242
-	Elbow Jig - 3"	3E-200	3E-200-461
-	Elbow Jig - 3"	3E-200	3E-200-467
-	Elbow Jig - 3"	3E-200	3E-200-623
-	Elbow Jig - 3"	3E-200	3E-200-624

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
-	Elbow Jig - 3"	3E-200	3E-200-636
-	Elbow Jig - 4"	4E-200	4E-200-457
-	Elbow Jig - 4"	4E-200	4E-200-509
-	Elbow Jig - 4"	4E-200	4E-200-693
-	Elbow Jig - 4"	4E-200	4E-200-635
-	Elbow Jig - 2"	2E-200	2E-200-442
-	Elbow Jig - 2"	2E-200	2E-200-444
Prep-010	WACHS End Prep Tool	-	13-209
-	WACHS Flange Facing Attachment	-	-
-	Tri Tool Elbow Attachment	-	-
ZU4-001	Torque Pump	ZU4	1323213023C
ZU4-002	Torque Pump	ZU4	VE42A-115-B1614C
ZU4-003	Torque Pump	ZU4	VE42A-115-B171C
ZU4-005	Torque Pump	ZU4	VE42A-115-B2914C
-	Flange Facing Attachment	-	-
CLM-001	24" Clamshell	H&S Tool	8584557
CLM-003	4" Clamshell	DL Ricci	NB4101012F
CLM-004	8" Clamshell	DL Ricci	NB4801278
-	Right Angle Air Motor	-	-
AIR-002	Clamshell Motor	Ingersol Rand 3800U	VSM6262
-	24" Clamshell	-	A24101466
Ten 001 -	1½" x 7 HL Series Tensioner	Hydratight	H+S 1625
-	2 Plasma Cutter	Hypotherm Powermax 105	105-015591
-	Custom Topper - Tool Boxes	Custom	-
-			

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
Welding Equipment			
240	Plasma Table	Precision Cutting Systems	410004
-	Band Saw	Hydmach S20 Series III	6C05131599
-	Nederman Filter Cart Smoke Eaters x 4	NED-12624345	
24	Welding Positioner	16P-700	16P-700-271
15	Welding Positioner	16P-700	16P-700-092
16	Welding Positioner	16P-700	16P-700-275
25	Welding Positioner	12P-900	12P-900-179
5	Welding Positioner	12P-900	12P-900-180
-	Table Top Positioner	-	-
228	Miller Welding Machine	Blg 40 (4413)	LE460704
229	Miller Welding Machine	Blg 40 (4408)	LE449185
3	Miller Welding Machine	XMT-350	ME170520U
12	Miller Welding Machine	XMT-350	ME224008U
241	Miller Welding Machine	XMT-350	ME384181U
6	Miller Welding Machine	XMT-350	ME170530U
-	Miller Welding Machine	XMT-350	LG260034A
-	Miller Welding Machine	XMT-350	LG260504A
217	Lincoln Welding Machine	Ranger 305	U1140611178
218	Lincoln Welding Machine	Ranger 305	U1140611179
227	Lincoln Welding Machine	Ranger 305	U1140707623
-	Lincoln Welding Machine	Ranger 305	U1140300284
-	Lincoln Welding Machine	Ranger 305	U1140707896
215	Lincoln Welding Machine	Ranger 305	U1140601175
216	Lincoln Welding Machine	Ranger 305	U1140509198
233	Lincoln Welding Machine	Ranger 305	U1140804923
14	Miller Welding Machine	Millermatic 252	LH390483V
-	Pipe Roller - 8 ton - Gen 2 Driver	SHD-800	SHD-800A-058
-	Pipe Roller - 8 ton - Gen 2 Driver	SHD-800	SHE-800A-062
-	Miller Welding Machine	Maxstar 200	LG410294L
-	Miller Welding Machine	Suitcase Supreme 12VS	ME160738U
-	Miller Welding Machine	Suitcase Supreme 12VS	ME160739U
-	Miller Welding Machine	Suitcase Supreme 12VS	MB190288A
-	Miller Welding Machine	Maxstar 200	LG410292L
-	Miller Welding Machine	Maxstar 200	LJ300161L
-	Counterweight - 650 lbs	-	PPC-200-027
-	Frame Welding Screens (16)	6'x8'	-
-	Pipe Roller - 8 ton - Idler	SHD-850	SHD-850-190
-	Pipe Roller - 8 ton - Idler	SHD-850	SHD-850-205
2	Wire Feeder	22A	ME130259V
4	Wire Feeder	22A	ME110567V
11	Wire Feeder	22A	ME210007V
-	Wire Feeder	22A	ME360102V
-	Frame Welding Screens (8)	6'x8'	-
-	Chuck - 16" - 3 jaw	-	16C-458
-	Chuck - 16" - 3 jaw	-	16C-459
-	Chuck - 16" - 3 jaw	-	16C-322
-	Switchfoot	-	FS-FR-2430
-	Switchfoot	-	FS-FR-2431
-	Switchfoot	-	FS-FR-2284
-	Switchfoot	-	FS-FR-2285
-	Switchfoot	-	FS-FR-2074
-	Switchfoot	-	FS-FR-2075
-	Switchfoot	-	FS-FR-2187
-	Switchfoot	-	FS-FR-2216
-	Switchfoot	-	FS-FR-2234
-	Switchfoot	-	FS-FR-2433
-	Cutting Table	-	-
21	Gulco Rod Oven	350	42412-26
22	Gulco Rod Oven	350	38024-37
-	Chuck - 12" - 3 jaw	-	12C-237
-	Chuck - 12" - 3 jaw	-	12C-245
3	Cart	-	ME141599U
6	Cart	-	ME141600U

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
12	Cart	-	ME220509U
-	Cart	-	ME380519U
-	Film Viewer	LED Portable	FV-2010
-	Welding Cables	-	-
-	Welding test station	-	-
-	5 Truck mount welding skids	-	-
-	Welding	-	-
-	Surplus welding Rod (Depot location)	-	-
-	Welding rod(See attached Air Liquid list)	-	-
-	Welding Blankets	-	-
-	Rig Mats	-	-
-	Gloves	-	-
-	Glasses	-	-
-	Respirators	-	-
-	QC Room Welding supplies	-	-
-	6 Cases Weld blankets	-	-
-	16 Welding Screens	-	-
-	400 welding gloves	-	-
-	Misc. Welding rod and supplies	-	-
Shop Tools			
-	Rigid Power Threader	535	EBE 02817 0603
-	Craftsman PYT 9000 Lawn Tractor	944-602800	032812A001603
-	Air Flow Meter Kit	-	2679831
-	Trotec Laser Engraver	Rayjet 30W	TRM33510
Trailers			
212	2014 Tool Trailer (Royal) Exchangers	Plate # 4UA6-79	259PK4318E3030830
-	12x60 Lunch Trailer c/w furniture	Mod Space	260981816
235	2015 Tridem Trailer 30ft Gooseneck	Plate # 4YW4-57	2T9FG8M27F1417882
205	2014 Hydro Test Trailer (Royal White)	Plate # 4SK2-71	259PK4318E3030083
242	2014 Hydro Test Trailer (Royal Black)	Plate # 4TG6-62	2S9PK4314E3030839
211	2008 Tool Trailer - We Haul - 30 ft.	Plate # 4TG7-00	5NHUWED2X8N057567
214	2006 Tool Trailer 14 ft.	Plate # 4TG7-01	5NHUTB4276T408676
-	Tool Trailer (Skid Mount) 40 ft.	Gemco	TES E-026
-	2009 Dump Trailer 14 ft.	Plate # Y967-05	2T9DC22739T166429
206	2006 Tandem Gooseneck Trailer	Plate # 4TG6-85	4P5GN252061079748
209	2013 Utility Trailer	Plate # 5BU0-87	4UGFH2026DD023317

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
Heavy Equipment			
236	2015 Idrojet Bundle Puller	Mega Kid Extractor E45T	KE032415
237	2015 Idrojet Bundle Puller	Super Kid Extractor E35T	KE040215
231	Hyundai Loader	HL760-9A	JLL04AE0000250
-	Applied Fabrication Bundle Puller	2022	J291-22-0909
-	Applied Fabrication Bundle Puller	2022	OBL
234	2001 Broderson Carry Deck	IC-200-2C	116331
232	Kubota Skid Steer	SVL90-2HFC	13866
201	Kubota Skid Steer	SVL90-2HFC	13304
OH 1	Teko Overhead Crane	10 Ton Top Run Single Girder	HMW31957
204	2004 Ingersoll Rand Zoom Boom	VR-1056C	178814
-	AMI Pipe Grapple for Hyundai Loader	-	142498-05
210	Nissan 6000 lb Industrial Forklift	Nissan Model 60	UGL02-9L0478
J1b 1	Vulcan Jib Crane ½Ton	L2H1312X2	31030EVA21406
J1b 2	Vulcan Jib Crane ½Ton	L2H1312X2	31028EVA21406
J1b 3	Vulcan Jib Crane ½Ton	L2H1312X2	31027EVA21406
J1b 4	Vulcan Jib Crane ½Ton	L2H1312X2	31029EVA21406
221	Sullivan / Palatek Air Compressor	D210H (towable)	29286A
230	Sullair Air Compressor	185 CFM (towable)	200803170061
185	Sullair Air Compressor	185 CFM (towable)	200803140358
-	Coupler for Hyundai Loader	-	141098-01
-	Talet Scrap Grapple	-	SBG78
213	Kubota Rig Mat Grapple	MG60	25106064
-	Kubota 78" Snow Bucket	-	14LA11519
207	Frost Fighter	IDF-350-II	1201364588
-	Sanborn Air Compressor	SLA4708065	SN1303108R1690223
-	Skid Steer Forks	LP3048	851978

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
Sea Cans			
-	9 seacans	-	-
Gauges			
-	Sweeney / Pressure Gauge	25,000 PSI	100693-05
-	Stewart-Buchanan / Pressure Gauge	25,000 PSI	58659/9
-	Stewart-Buchanan / Pressure Gauge	25,000 PSI	63600/1
-	Stewart-Buchanan / Pressure Gauge	25,000 PSI	66594/5
-	Stewart-Buchanan / Pressure Gauge	25,000 PSI	68652/22
-	Sweeney / Pressure Gauge	25,000 PSI	81204-65-11
-	Sweeney / Pressure Gauge	25,000 PSI	89031-02
-	Hydratight	25,000 PSI	
-	WGI / Pressure Gauge	15,000 PSI	PG-15000-1
-	WGI / Pressure Gauge	15,000 PSI	PG-15000-2
-	3D / Pressure Gauge	10,000 PSI	781893
-	WGI / Pressure Gauge	10,000 PSI	786343
-	3D / Pressure Gauge	10,000 PSI	883279
-	3D / Pressure Gauge	10,000 PSI	904014
-	3D / Pressure Gauge	10,000 PSI	905753
-	WGI / Pressure Gauge	10,000 PSI	913541
-	WGI / Pressure Gauge	10,000 PSI	913570
-	ACCU-CAL / Pressure Gauge	10,000 PSI	2378098
-	3D / Digital Pressure Gauge	10,000 PSI	AC-2378097
-	AMS / Pressure Gauge	10,000 PSI	AMS-1075
-	CPW / Pressure Gauge	10,000 PSI	AMS-1134
-	McDaniel / Pressure Gauge	10,000 PSI	PG-10000-1
-	WGI / Pressure Gauge	10,000 PSI	PG-10000-1
-	WGI / Pressure Gauge	10,000 PSI	PG-10000-2
-	McDaniel / Pressure Gauge	10,000 PSI	PG-10000-3
-	CPW / Pressure Gauge	10,000 PSI	PG-10000-4
-	CPW / Pressure Gauge	10,000 PSI	PG-10000-5
-	3D / Pressure Gauge	10,000 PSI	788339
-	Hydratight / Pressure Gauge	10,000 PSI	788340
-	Wilka	10,000 PSI	75198-2
-	Wilka	10,000 PSI	75198-1
-	Wilka	10,000 PSI	P6-260
-	Hydratight	10,000 PSI	WO000271939
-	Fluke / Digital Pressure Gauge	10,000 PSI	300804
-	Fluke / Digital Pressure Gauge	10,000 PSI	2945073
-	WGI / Pressure Gauge	5000 PSI	A5K-1
-	WGI / Pressure Gauge	5000 PSI	A5K-2
-	WGI / Pressure Gauge	5000 PSI	PG-5000-1
-	WGI / Pressure Gauge	5000 PSI	PG-5000-1
-	WGI / Pressure Gauge	5000 PSI	PG-5000-2
-	WGI / Pressure Gauge	5000 PSI	PG-5000-2
-	WGI / Pressure Gauge	5000 PSI	PG-5000-3
-	WGI / Pressure Gauge	5000 PSI	PG-5000-4
-	WGI / Pressure Gauge	5000 PSI	PG-5000-5
-	Wilka	5000 PSI	060823-1
-	WGI / Pressure Gauge	3000 PSI	A3K-1
-	WGI / Pressure Gauge	3000 PSI	A3K-2
-	WGI / Pressure Gauge	3000 PSI	PG-3000-1
-	WGI / Pressure Gauge	3000 PSI	PG-3000-2
-	WGI / Pressure Gauge	3000 PSI	PG-3000-4
-	WGI / Pressure Gauge	3000 PSI	PG-3000-5
-	WGI / Pressure Gauge	3000 PSI	PG-3000-6
-	WGI / Pressure Gauge	3000 PSI	PG-3000-7
-	Wilka	2000 kPa	345429-4-4
-	Wilka	2000 kPa	345429-4-3
-	WGI / Pressure Gauge	2000 PSI	A2K-1
-	WGI / Pressure Gauge	2000 PSI	A2K-2
-	WGI / Pressure Gauge	2000 PSI	PG-2000-1
-	WGI / Pressure Gauge	2000 PSI	PG-2000-2
-	WGI / Pressure Gauge	2000 PSI	PG-2000-3

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
-	WGI / Pressure Gauge	2000 PSI	PG-2000-4
-	WGI / Pressure Gauge	2000 PSI	PG-2000-5
-	WGI / Pressure Gauge	2000 PSI	PG-2000-6
-	Wika	2000 PSI	-
-	Wika	2000 PSI	061201-03
-	Cyber Power 45 various pressure gauges	1500AVR	-
-	WGI / Pressure Gauge	1000 PSI	1000-1
-	WGI / Pressure Gauge	1000 PSI	1000-4
-	WGI / Pressure Gauge	1000 PSI	1000-8
-	WGI / Pressure Gauge	1000 PSI	A1K-1
-	WGI / Pressure Gauge	1000 PSI	A1K-2
-	WGI / Pressure Gauge	1000 PSI	PG-1000-1
-	WGI / Pressure Gauge	1000 PSI	PG-1000-2
-	WGI / Pressure Gauge	1000 PSI	PG-1000-2
-	WGI / Pressure Gauge	1000 PSI	PG-1000-3
-	WGI / Pressure Gauge	1000 PSI	PG-1000-4
-	WGI / Pressure Gauge	1000 PSI	PG-1000-5
-	WGI / Pressure Gauge	1000 PSI	PG-1000-6
-	WGI / Pressure Gauge	1000 PSI	PG-1000-7
-	WGI / Pressure Gauge	1000 PSI	PG-1000-8
-	WGI / Pressure Gauge	1000 PSI	PG-1000-9
-	Hydratight	1000 PSI	HYD0079
-	3D	1000 PSI	W000021834.77
-	Analog Chart Recorders	1000 PSI	202AC33883
-	Wika	700 kPa	-
-	Wika	600 PSI	-
-	Wika	600 PSI	-
-	Wika	600 PSI	-
-	WGI / Pressure Gauge	500 PSI	PG-500-2
-	WGI / Pressure Gauge	500 PSI	PG-500-1
-	WGI / Pressure Gauge	500 PSI	PG-500-2
-	WGI / Pressure Gauge	500 PSI	PG-500-5
-	WGI / Pressure Gauge	500 PSI	PG-500-5
-	WGI / Pressure Gauge	500 PSI	PG-500-6
-	WGI / Pressure Gauge	500 PSI	PG-500-1
-	WGI / Pressure Gauge	500 PSI	PG-500-4
-	CPW / Pressure Gauge	400 PSI	PG-400-1
-	CPW / Pressure Gauge	400 PSI	PG-400-2
-	CPW / Pressure Gauge	400 PSI	SE-400-1
-	CPW / Pressure Gauge	400 PSI	SE-400-2
-	CPW / Pressure Gauge	400 PSI	SE-400-3
-	CPW / Pressure Gauge	400 PSI	SE-400-4
-	Dewit	400 PSI	-
-	Dewit	400 PSI	-
-	Ashcroft	300 PSI	-
-	Wika	300 PSI	TES-300-2
-	CWP / Pressure Gauge	30 PSI	PI/5180
-	CWP / Pressure Gauge	30 PSI	PI/5181
-	Wika	30 PSI	061201-04

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
IT Hardware			
EXTDSK0	Hewlett Packard	Desktop	MXU320049W
EXTLAP	Asus	Laptop	DBN0CV277560467
EXTLAP	Hewlett Packard	Laptop	CND4285RBW
EXTLAP	Hewlett Packard	Laptop	CND4285RH2
EXTLAP	Acer	Laptop	41805294234
EXTLAP	Acer	Laptop	41804272934
MWDSK0	Hewlett Packard	Desktop	ZUA2310NF5
MWDSK0	Hewlett Packard	Desktop	ZUA2310NF6
MWDSK0	Hewlett Packard	Desktop	ZUA2310NF4
MWDSK05	Hewlett Packard	Desktop	ZUA2310NF7
MWDSK06	Hewlett Packard	Desktop	ZUA2310NFC
MWDSK07	Hewlett Packard	Desktop	ZUA2310NFB
MWDSK08	Hewlett Packard	Desktop	ZUA3060003
MWDSK09	Lenovo	Desktop	MJ0056QD
MWDSK10	Lenovo	Desktop	MJ00P6NJ
MWDSK11	Lenovo	Desktop	MJ00P6NF
MWDSK12	Lenovo	Desktop	MJ00P6N1
MWDSK14	Hewlett Packard	Desktop	MXU3320051
MWDSK15	Lenovo Think Pad (Paul)	Laptop	MP06NEA1
MWDSK16	Lenovo Think Pad (Donna)	Laptop	MP06NDWP
MWDSK17	Lenovo Think Pad (Jody)	Laptop	MP06NDVK
MWDSK18	Lenovo Think Pad (Al)	Laptop	
MWDSK19	Lenovo	Desktop	MG008TVJ
MWDSK20	Lenovo	Desktop	MG008TW7
MWDSK21	Lenovo	Desktop	New (in box)
MWDSK22	Lenovo	Desktop	MJ01478H
MWDSK23	Hewlett Packard	Desktop	ZUA514200M
MWNASST	IOMEGA Back up	-	OKA006305
MWSERVE	Hewlett Packard	600425-005 Server	MXQ23109Y1
-	Lenovo System MS 5462 Server with related components	-	-
-	4 Intel D3-S4610 480 GB Solid State Drive with related components	-	-
-	8 L38552 HOD Drive Tray Caddy with related components	-	-
-	1 Lenovo windows Server 2016 Licence with related components	-	-
-	2 Microsoft Windows Server 2016 Licence with related components	-	-
-	1 Win 2016 RMT DSKTP SVCS CAI 5 user with related components	-	-
-	A Startech 12U knock down server rack cabinet with related components	-	-
-	;I. APC Smart-UPS 1500 connectors with related components	-	-
-	1 24x Gigabit Ethernet Network rack-mountable desktop with related componen	-	-

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
Miscellaneous Assets			
Handheld Radio	Kenwood TK-3180	91100482	
-	3D / Pressure Gauge	10,000 PSI	581631
-	Analog Chart Recorders	1000 PSI	MWI-1000-01
-	Analog Chart Recorders	2000 PSI	202EC910421
-	Analog Chart Recorders	2500 PSI	202E926425
-	Analog Chart Recorders	2500 PSI	202EC911496
-	Analog Chart Recorders	2500 PSI	202R917955
-	Analog Chart Recorders	5000 PSI	202AC871363
Handheld Radio	Kenwood TK-3180	A8B01452	
Handheld Radio	Kenwood TK-3180	A8C00019	
Handheld Radio	Kenwood TK-3180	B0100642	
-	Temperature Gauge	Fluke	13161018
-	Temperature Gauge	Fluke	19010378
-	Digital Thermometer	Fluke 52II	97370025
-	Digital Thermometer	Fluke 53II	87480139
MWI 1	Handheld Radio	Kenwood TK-3180	B0802243
MWI 2	Handheld Radio	Kenwood TK-3180	A9602319
MWI 3	Handheld Radio	Kenwood TK-3180	B2701352
MWI 4	Handheld Radio	Kenwood TK-3180	91200716
MWI 6	Handheld Radio	Kenwood TK-3180	A8C00209
MWI 9	Handheld Radio	Kenwood TK-3180	B2701347
MWI 12	Handheld Radio	Kenwood TK-3180	A8B01458
MWI 16	Handheld Radio	Kenwood TK-3180	B2701338
MWI 17	Handheld Radio	Kenwood TK-3180	B2701346
-	Handheld Radio	Kenwood TK-3180	A8A00277
-	Handheld Radio	Kenwood TK-3180	B0802185
-	Handheld Radio	Kenwood TK-3180	A8B01442
-	Portable LED Film Viewer	Lucheng NDT Equip	-
-	Portable LED Film Viewer	Lucheng NDT Equip	-
-	Handheld Radio	Motorola AAH50RD	018TPGD250
-	Digital Laser Tachometer	Powerlist JT-100	-
-	UV Flashlight	Spectrocine Optimax 365	1871379
Handheld Radio	Motorola M276	WQK0008F	-
-	iNet Docking Station Industrial Scientific	-	-
-	6 Unit V-Cal Station Industrial Scientific	-	-
-	4 Slide on Pump Units Industrial Scientific	-	-
-	Seven 6 Gang Charger Units	-	-
-	10 Single Charger Units	-	-
-	3 V-Cal Standalone Calibration Unit Industrial Scientific	-	-
-	BW Calibration Station for Micro clip XT Industrial Scientific	-	-
-	25 Ventis MX4 4 head monitors Industrial Scientific	-	-
-	17 BW Micro clip XT 4 head monitors	-	-
-	26 BW Clip Personal H2S Monitor	-	-
-	XeLED 80UV-R2-365-Q Portable Light	-	-
-	Integral Oxygen Indicator	-	457
-	General The Seeker 200-N Video Inspection System	-	20131027261
-	Set of Grade B Gage blocks - 81 pcs	-	60610
-	Set of 10 thickness gages	-	-
-	Loose gage blocks in small Olympus box	-	-
-	Atkins Aquatuff Type K	-	100112018-35200-K
-	Temperature Gauge	-	9789127C
-	Heads Up Lite	-	2620
-	GE inspection Tech, Model: DM5 E B	-	910031
-	Test Header	-	MWI-0001
-	Test Header	-	MWI-0002
-	Test Header	-	MWI-0003
-	Test Header	-	MWI-0004
-	Test Header	-	MWI-0005
-	Test Header	-	MWI-0006
-	Painting and sealing supplies	-	-
-	Test Plug repair kits	-	-
-	Office Furniture	-	-
-	230 Coveralls	-	-

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
-	Washer/ Dryer	-	-
-	Show Tent	-	-
-	30 Cordless Drills	-	-
-	60 Torches	-	-
-	Large Rod Ovens - 4	-	-
-	Medium Rod Ovens - 2	-	-
-	Small Rod Ovens - 37	-	-
-	Grinders	-	-
-	Cable Clamps	-	-
-	40 C-Channel vise grips	-	-
-	50 Chain Grips	-	-
-	60 Squares	-	-
-	100 levels	-	-
-	20 wrap arounds	-	-
-	20 flange pins	-	-
-	25 files	-	-
-	150 wire brushes	-	-
-	60 - Abrasive cut off wheels	-	-
-	15 Torches	-	-
-	5 Repair Kits	-	-
-	11 - Diamond cut off wheels	-	-
-	2 Air Dryers	-	-
-	Table saw	-	-
-	Mitre saw	-	-
-	15 Fab tables	-	-
-	Rigging	-	-
-	Dewalt Saw	-	-
-	20 Beam Clamps	-	-
-	15 come alongs	-	-
-	50 Pipe stands	-	-
-	2 Hillman Rollers	-	-
-	45 Torque wrenches	-	-
-	2 Rad guns	-	-
-	2 Tube rollers	-	-
-	2 Electric Clamshells	-	-
-	10 sets Torque hoses	-	-
-	Generator	-	-
-	5 Water Pumps	-	-
-	2 air test headers	-	-
-	1 Battery Booster	-	-
-	3 Flammable Cabinets	-	-
-	2 Maximum Tool boxes	-	-
-	Oils and filters for equipment	-	-
-	Testing Hoses	-	-
-	Extension Cords	-	-
-	Tig Torches	-	-
-	2000' Oxy/Acet hose	-	-
-	3000' Argon hose	-	-
-	100 Flapper discs	-	-
-	40 Fall Arrest	-	-
-	20 Retractableles	-	-
-	80 Lanyards	-	-
-	20 Ladders	-	-
-	8 Tarp Fab Shacks	-	-
-	2 Foreman Shacks	-	-
-	6000L Glycol	-	-
-	10 Insulated Tarps	-	-
-	PN100 Cartridges	-	-
-	Ear Muffs	-	-
-	Lock out locks	-	-
-	Misc. Safety (vests, hardhats, lens wipes, hand	-	-
-	33 boxes Grinding discs	-	-
-	Stationary	-	-
-	Fiber metal hard hats	-	-
-	Binders	-	-
-	Misc. QC stuff	-	-

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
-	Machine tooling	-	-
-	25 High up clamps	-	-
-	Safety Tags	-	-
-	10 Centre Files	-	-
-	20 Misc Gauges	-	-
-	Cutting tables	-	-
-	Electrical Infrastructure	-	-
-	Table Extension room	-	-
-	Yard Lights	-	-
-	Security	-	-
-	Desk Phones	-	-
-	11 Baker Pumps	-	-
-	54 50' hoses	-	-
-	50 6' hoses	-	-
-	30 100' hoses	-	-
-	30 25' hoses	-	-
-	50 4'hoses	-	-
-	200-temp sticks	-	-
-	Code Book	-	-
-	QC Documents	-	-
-	Time Books	-	-
-	JHAs	-	-
-	Leading Indicators	-	-
-	Log Books	-	-
-	10 Water Coolers	-	-
-	3 Vacuums	-	-
-	38 Fire Extinguishers	-	-
-	10 Printers	-	-
-	10 Metal Cabinets	-	-
-	15 Lockers	-	-
-	Cleaning Supplies	-	-
-	15 Chairs	-	-
-	3 Shredders	-	-
-	Orientation TV	-	-
-	3 Pallet Jacks	-	-
-	Positioner Frames	-	-
-	50 V-Heads	-	-
-	Pallet shelving	-	-
-	2 Roll fire blanket	-	-
-	Tig Box	-	-
-	Counter Weights	-	-
-	10 Spinner Wheels	-	-
-	5 air Movers	-	-
-	10 Fans	-	-
-	3 6-axis vise	-	-
-	4 sets threaders	-	-
-	11 bevelers	-	-
-	10 Carts	-	-
-	C-Can shop	-	-
-	20 Vises	-	-
-	30 Heaters	-	-
-	50 Fallarrest SS Cables	-	-
-	Gouge with Rod	-	-
-	Miscellaneous SS fittings	-	-
-	Miscellaneous Tech Bay	-	-
-	2 sets boiler tube gauges	-	-
-	1 box Porta paver	-	-
-	18 GG Synthetic oil	-	-
-	15000 psi hydro pump	-	-
-	Cutting motor test bench	-	-
-	20 Pintle hitches	-	-
-	Nederman Fitters	-	-
-	10 Sand Boxes	-	-
-	Test Skid with Tank	-	-
-	50 concrete Blocks	-	-
-	Surplus CS Pipe	-	-

Machine Works Industrial Inc.
Capital Asset Listing

Unit	Description	Model Number	Serial Number
-	Surplus SS pipe	-	-
-	11 Boxes Pipe Caps	-	-
-	100 Pipe Cones	-	-
-	Dunnage	-	-
-	8 Shacks	-	-
-	Zoom Boom Tires	-	-
-	Zoom Boom Jib	-	-
-	2 Herman Nelsons	-	-
-	8 1000L Totes	-	-
-	60 Ladders	-	-
-	Demo Rack	-	-
-	Surplus Structural	-	-
-	C-can Shop Contents	-	-
-	12 Heavy Duty Pipe Stands	-	-
-	25 straps	-	-
-	Oxy fuel	-	-
-	95 Shovels	-	-
-	4 Catch trays	-	-
-	35 Gas cans	-	-
-	60 Propane bottle	-	-
-	Scaffold	-	-
-	Cylinder storage	-	-
-	50 Safety Vests	-	-
-	6x12 Beveller	-	-
-	10 Tiger Torches	-	-
-	6 100' extension cords	-	-
-	2 Diesel Pumps	-	-
-	80 Harnesses	-	-
-	80 Levels	-	-
-	5 Pipe vises	-	-
-	2 Large Ovens	-	-
-	5 Grease Guns	-	-
-	2 Hilti Guns	-	-
-	19 Cans Crosby Clevises	-	-
-	100 Kuny Bags	-	-
-	69 Pipe Stands	-	-
-	5 Heavy Pipe Stands	-	-
-	69 V Taps	-	-
-	15 Pencil Grinders	-	-
-	Swagelok fittings	-	-
-	3 Pressure Washers	-	-
-	10 Catch Trays	-	-
-	15 2' levels	-	-
-	15 2' squares	-	-
-	50 hammers	-	-
-	10 pin bars	-	-
-	3 C-clamps	-	-
-	20 tool lanyards	-	-
-	3 Fall arrest retractables	-	-
-	20 Cable slings	-	-
-	20 Harnesses	-	-
-	10 Chin Vise	-	-
-	4 porta beveller	-	-
-	pipe vise	-	-
-	25 lights	-	-
-	100' 2" hose	-	-
-	4 beam trolleys	-	-
-	15 beam clamps	-	-
-	Beveller	-	-
-	2 Axes	-	-
-	cut off saw	-	-
-	2 3/4" socket sets	-	-
-	6 50' hoses	-	-
-	20 Kuny Bags	-	-
-	Misc NDE Equipment,	-	-
-	Lancer	-	-

**Machine Works Industrial Inc.
Capital Asset Listing**

Unit	Description	Model Number	Serial Number
-	gouging equipment	-	-
-	20 long bars	-	-
-	Cabinet of consumables	-	-
-	200 suits	-	-
-	6 2' smart level	-	-
-	75 throwaway coveralls	-	-
-	140 respirators	-	-
-	100 temp sticks	-	-
-	40 1" thread chasers	-	-
-	10 retractables	-	-
-	80 Kevlar sleeves	-	-
-	30 lights	-	-
-	200 tarp lanyards	-	-
-	400 glasses	-	-
-	14 air hammers	-	-
-	10 air drills	-	-
-	20 air chisels	-	-
-	50 Air chisel bits	-	-
-	50 whip checks	-	-
-	50 purse regulators	-	-
-	2 chop saw	-	-
-	12 first aid kits	-	-
-	10 come alongs	-	-
-	Shackles	-	-
-	Beam Clamps	-	-
-	10 files	-	-
-	1 boiler tube beveler	-	-
-	2 torque shear wrenches	-	-
-	3 Wacks, 2-6	-	-
-	3 1" impacts	-	-
-	3 3/4" impacts	-	-
-	3 Baker pumps	-	-
-	25 air oilers	-	-
-	4 pipe vises	-	-
-	50 pipe stands	-	-
-	8 Large Green boses of rigging	-	-
-	400 boiler pigs	-	-
-	184 wire wheels	-	-
-	22 grinders	-	-
-	3 air recievers	-	-
-	70 grinding discs	-	-
-	20 regulators	-	-
-	40 hammers	-	-
-	200 wrenches	-	-
-	20 S Cable hangers	-	-
-	40 retractables	-	-
-	100 traction aids	-	-
-	96 Metal fibre hard hats	-	-
-	300 blending discs	-	-
-	50 boxes discs	-	-
-	100 deburrs	-	-
-	20 grinders	-	-
-	40 whip checks	-	-
-	500 pencil grinders	-	-
-	60 Tungsten	-	-
-	20 extension cords	-	-
-	20 circuit breakers	-	-
-	20 4' levels	-	-
-	1000 JIC fittings	-	-
-	Roll cable	-	-
-	20 Jobox	-	-
-	9 large Greenlee box	-	-

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September 16, 2019

To: Interested Parties in the Receivership Sale of
Machine Works Industrial Inc.

**RE: IN THE MATTER OF THE RECEIVERSHIP OF MACHINE WORKS INDUSTRIAL INC. (the "Company")
ADDENDUM TO SALES AND INFORMATION PACKAGE DATED SEPTEMBER 6, 2019**

Further to the sale process of the Company's assets set out by the Receiver in the Sale and Information Package ("SIP") dated September 6, 2019, the Receiver advises that it has received expressions of interest in not only the Company's physical assets, but also in the Company's goodwill and intangible assets.

These intangible assets may be of value to an acquirer interested in securing revenue streams that the Company historically received before it ceased operations. In order to allow interested parties to evaluate the potential value therein, the Receiver will make available certain financial and operating information as well as material agreements such as contracts, service agreements, etc. (the "**Confidential Information**").

The sale process and timelines set out in the SIP remain unchanged. Interested parties who have not yet signed a confidentiality agreement (the "**CA**") are invited to do so in order to access the Confidential Information. Parties who have already executed a CA should inquire with the Receiver to receive access to the Confidential Information.

Yours Truly,

DELOITTE RESTRUCTURING INC.

In its capacity as Licensed Insolvency Trustee of the estate of
B.W. Rig Supply Inc., in bankruptcy,
and not in its personal capacity

Per:
Garrett Chan, CIRP, LIT
Vice-President