

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) TUESDAY, THE 19TH
)
JUSTICE CAMPBELL) DAY OF JUNE, 2007

B E T W E E N :

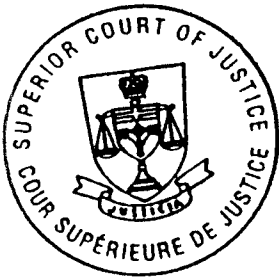
MORRIS WAXMAN

Applicant

- and -

CHESTER WAXMAN, BAILEY WAXMAN, AARON WAXMAN, WAXMAN
INDUSTRIAL SERVICES CORP., WARREN WAXMAN and
I. WAXMAN & SONS LIMITED

Respondents



APPLICATION under sections 207 and 248 of the *Business
Corporations Act* (Ontario)

APPROVAL AND VESTING ORDER

THIS MOTION, made by made by Deloitte & Touche Inc. in its capacity as court-appointed receiver (the "Receiver") of the assets, properties and undertakings (collectively, the "Property") of I. Waxman & Sons Limited ("IWS") for an order:

- (a) approving the sale of the tendered assets of IWS (the "Scrap Inventory and Fixed Assets") and the sale of the property municipally known as 75 Windermere Road, Hamilton, Ontario (Parcel 30) and legally described on Schedule "B" hereto (the

"Lands") and any and all buildings and improvements of every nature and kind situate on and/or over the Lands (together with the Lands, the "Windermere Property") (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") among the Receiver, American Iron & Metal Company Inc. ("AIM"), Chesterton Investments Limited ("Chesterton") and Morriston Investments Limited ("Morriston" and together with Chesterton, the "Holding Companies") made as of June 1, 2007;

- (b) vesting in AIM or its assignee(s) all of IWS' right, title and interest in and to the Scrap Inventory and Fixed Assets and the right, title and interest of the Holding Companies in and to Windermere Property (collectively, together with the Scrap Inventory and Fixed Assets, the "Purchased Assets") all as described in the Sale Agreement;
- (c) authorizing and empowering the Receiver to execute the Agreement and all documents and instruments incidental thereto on behalf of the Holding Companies, or either one of them, and to take all actions necessary to complete the Transaction;
- (d) directing all parties holding Purchased Assets to release such Purchased Assets upon receiving instructions to that effect from the Receiver or, after the closing of the Transaction, AIM;
- (e) sealing and segregating the confidential appendices to the Receiver's Second Report pending further order of this Court;
- (f) directing Canadian Imperial Bank of Commerce ("CIBC") to release certain funds of IWS currently in its possession to the Receiver;
- (g) accepting and approving the Receiver's second report dated June 12, 2007 (the "Second Report") and approving the activities of the Receiver described therein; and
- (h) such further and other relief as this Honourable Court considers just,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report and on hearing the submissions of counsel for the Receiver, Morris Waxman, Morrison, ~~no~~ one appearing for any other person on the service list, although properly served as appears from the affidavit of Monique Massabki sworn June 14, 2007 filed:

SERVICE

Abce Ministry of Finance, CIBC
and CIBC Wood Gundy
(taking no position)
Abce.

1. **THIS COURT ORDERS** that the motion is properly returnable today and further that the requirement for service of the notice of motion and motion record herein upon interested parties, other than those served, is hereby dispensed with and that the service of the notice of motion, the Second Report, and motion record is hereby validated in all respects.

SALE TRANSACTION

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of IWS and the Holding Companies and each of their respective stakeholders. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to AIM or its nominees.

3. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to execute the Sale Agreement on behalf of one or both of the Holding Companies and is hereby authorized to take such additional steps and execute such additional documents on behalf of the Holding Companies as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to AIM or its nominees; any such conveyances, deeds or documents so executed by the Receiver shall have the same force and effect as if executed by the Holding Companies.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to AIM substantially in the form attached as Schedule "A" hereto (the "Receiver's Certificate"), all of IWS' right, title and interest and the Holding Companies' right, title and

interest in and to the Purchased Assets, listed on Schedules "B" and "C" hereto and as described in the Sale Agreement, shall vest absolutely in AIM or its assignees listed on Schedule "B" and "C" hereto, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Ground dated March 26, 2007; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedules "D-1" and "D-2" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "E") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry office for Wentworth (No. 62) of this Order, the Land Registrar is hereby directed to enter 4425316 Canada Inc. as the owner of the Windermere Property in fee simple, and is hereby directed to delete and expunge from title to the Windermere Property all of the Claims listed under the heading "Encumbrances to be Deleted and Expunged from title to the Windermere Property" on Schedule "D-2" hereto.

6. **THIS COURT ORDERS AND DIRECTS** the Ministry of the Attorney General - Enforcement Office for the City of Hamilton to lift the writ of execution listed in Schedule "D-2" hereto.

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets with respect to their respective vendors, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold

and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

9. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of IWS or the Holding Companies and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of IWS or the Holding Companies;

the vesting of the Purchased Assets in the persons listed on Schedules "B" and "C" hereto pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of and shall not be void or voidable by creditors of IWS or the Holding Companies, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

11. **THIS COURT ORDERS** that any and all parties holding Purchased Assets are hereby directed to release such Purchased Assets upon receiving instructions to that effect from the Receiver or, after the closing of the Transaction, AIM.

12. **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.

SEALING CONFIDENTIAL APPENDICES

13. **THIS COURT ORDERS** that the confidential appendices to the Receiver's Second Report shall be treated as confidential and shall be sealed and segregated from the public record, pending further order of this Court.

RELEASE OF FUNDS

14. **THIS COURT ORDERS** that CIBC and CIBC Wood Gundy, as the case may be, be and are hereby directed to release all funds of IWS currently in each of their possession without further deduction (save and except the sum of \$10,000 which CIBC shall be entitled to continue to hold in order to secure an outstanding letter of credit issued by it for the benefit of IWS and the amounts set out in paragraph 15 below), including without limitation the following:

- (a) approximately CDN\$3,683,443.96 held in account number 94-02713 Tr #62 at CIBC which includes approximately \$993,715.64 (the "Garnishment Funds") subject to notices of garnishment from the Ministry of Finance ("MOF") issued on September 16, 2005 and November 14, 2006 (the "Notices of Garnishment");
 - (b) approximately US\$138,211.74 held in account number 02-23417 Tr #62 at CIBC; and
 - (c) approximately CDN\$3,946,290.52 held in account number 455-06157 at CIBC Wood Gundy,
- (collectively, the "Funds on Deposit").

15. **THIS COURT ORDERS** that CIBC or its legal counsel, Scarfone Hawkins LLP ("Scarfone"), shall be entitled to holdback a maximum aggregate amount of \$18,130.72 (the "Holdback") from the release of the Funds on Deposit for the remaining legal fees incurred by Scarfone. The right of Scarfone to apply the Holdback to its outstanding and future legal accounts shall be subject to the Receiver's review of the security held by CIBC and the

Receiver's satisfaction that the legal fees are reasonable.

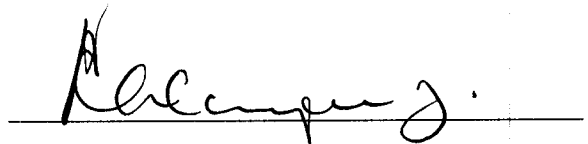
16. **THIS COURT ORDERS** upon release of the Funds on Deposit, CIBC and/or CIBC Wood Gundy shall deliver a full accounting of the Funds on Deposit to the Receiver.

17. **THIS COURT ORDERS** that in connection with the release of the Funds on Deposit, neither CIBC nor CIBC Wood Gundy shall incur any liability to the Receiver, IWS or the MOF in connection with the payment of the Funds on Deposit to the Receiver nor in connection with its failure to satisfy and pay at any time funds pursuant to the Notices of Garnishment directly to the MOF pursuant to the Notices of Garnishment including without limitation any liability arising as a result of any additional penalties or interest which may be owing by IWS to the MOF as a result of the non-satisfaction of the Notices of Garnishment.

18. **THIS COURT ORDERS** that the MOF's claim to the Garnishment Funds, if any, shall not be prejudiced as a result of the release of the Garnishment Funds to the Receiver.

SECOND REPORT

19. **THIS COURT ORDERS** that the Second Report be and is hereby accepted and approved and the activities of the Receiver as described in the Second Report be and are hereby approved.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUN 19 2007

PER/PAR: 

Schedule "A" – Form of Receiver's Certificate

Court File No. 05-CL-5881

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) TUESDAY, THE 19TH
)
JUSTICE CAMPBELL) DAY OF JUNE, 2007

B E T W E E N :

MORRIS WAXMAN

Applicant

- and -

CHESTER WAXMAN, BAILEY WAXMAN, AARON WAXMAN, WAXMAN
INDUSTRIAL SERVICES CORP., WARREN WAXMAN and
I. WAXMAN & SONS LIMITED

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Ground of the Ontario Superior Court of Justice (the "Court") dated March 26, 2007, Deloitte & Touche Inc. was appointed as the receiver (the "Receiver") of the assets, properties and undertakings (collectively, the "Property") of I. Waxman & Sons Limited ("IWS").

B. Pursuant to an Order of the Court dated June 19, 2007, the Court approved the sale of the tendered assets of IWS (the "Scrap Inventory and Fixed Assets") and the sale of the property municipally known as 75 Windermere Road, Hamilton, Ontario (Parcel 30) (the "Lands") and any and all buildings and improvements of every nature and kind situate on and/or over the Lands (together with the Lands, the "Windermere Property" and together with the Scrap

Inventory and Fixed Assets, the "Purchased Assets") (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") among the Receiver and American Iron & Metal Company Inc. ("AIM"), Chesterton Investments Limited and Morriston Investments Limited made as of June 1, 2007 and provided for the vesting in AIM or its assignees of all of IWS' and Chesterton Investments Limited and Morriston Investments Limited right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to AIM of a certificate confirming (i) the payment by AIM of the Purchase Price for the Purchased Assets; (ii) that the conditions to be performed or complied with at or prior to the Time of Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver and AIM; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. AIM has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to be performed or complied with at or prior to the Time of Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver and AIM; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**DELOITTE & TOUCHE INC. in its capacity
as court-appointed receiver of the assets,
properties and undertakings of I. Waxman &
Sons Limited, and not in its personal capacity**

Per: _____

Name:

Title:

Schedule "B" – Legal Description of the Windermere Property

Vesting of Windermere Property

The Windermere Property shall vest absolutely in 4425316 Canada Inc., as assignee of AIM, in accordance with Paragraph 4 of this Approval and Vesting Order.

Legal Description of the Lands

In the City of Hamilton, (formerly in the Township of Saltfleet) in the County of Wentworth and being composed of all that certain parcel or tract of land and premises being a portion of Lot Number 32 in the Broken Front Concession in the Township of Saltfleet and which may be more particularly described as follows:

FIRSTLY:

COMMENCING at a concrete monument erected on the northerly limit of King's Highway No. 20A where the same is intersected by a line drawn parallel to and distant eight hundred and ninety-four feet (894') easterly at right angles from the western limit of the road allowance between lots numbers 32 and 33;

THENCE northerly and parallel with the said westerly limit of said road allowance between lots number 32 and 33 a distance of three hundred and ninety-seven feet (397') to a point;

THENCE easterly and at right angles a distance of two hundred and forty-six feet (246') to a point;

THENCE southerly and at right angles a distance of two hundred and thirty feet (230') more or less to a point in the northerly limit of the said King's Highway No. 20A;

THENCE westerly along the northerly limit of said King's Highway No. 20A a distance of two hundred and ninety-seven feet (297') more or less to the place of beginning.

SAVING AND EXCEPTING thereout the lands heretofore conveyed to the Corporation of the City of Hamilton and more particularly described as follows: ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton, in the County of Wentworth, Province of Ontario, and being composed of part of Lot No. 32 in the Broken Front Concession of the Township of Saltfleet (now in the City of Hamilton) and which said parcel may be more particularly described as follows:

COMMENCING at a point in the original north limit of Windermere Cut Off (Highway No. 20A) where it is intersected by a line drawn parallel to, and distant eight hundred and twenty-eight feet (828') measured easterly at right angles from the east limit of the road allowance between lots nos. 32 and 33 Saltfleet Township;

THENCE northerly along said parallel line, fifty-nine feet and six and one eighth inches (59' 6 1/8") more or less to a point in a line drawn parallel to and distant fifty feet (50'0") measured northerly at right angles from the north limit of said Windermere Cut Off;

THENCE easterly along the last mentioned parallel line, six feet and six and three eighths inches (6'6 3/8") to the beginning of a curve to the left having a radius of 2,814.93 feet;

THENCE continuing along the arc of the said curve, two hundred and ninety-seven feet and two and seven eighths inches (297' 2 7/8") more or less to its intersection with a line drawn parallel to and distant one thousand and seventy-four feet (1,074'0") measured easterly at right angles from the east limit of the road allowance between lots nos. 32 and 33;

THENCE southerly along said parallel line, sixty-four feet and four inches (64'4") more or less to where it intersects the said north limit of Windermere Cut Off, said limit being the arc of a curve having a radius of two thousand and eight hundred and sixty-four, point ninety-three feet (2,864.93');

THENCE westerly along the arc of the said curve to the right, two hundred and sixty-two feet and one and one quarter inches (262' 1 1/4") to the end of the said curve;

THENCE continuing westerly along the tangent to the last mentioned curve, thirty-eight feet and nine and three quarter inches (38' 9 3/4") more or less to the place of beginning and as shown outlined in green on City Engineer's Plan Number W-187 Surveys attached to registered instrument number 301068 N.S.

TOGETHER WITH a right of ingress and egress in common with the Corporation of the City of Hamilton at all times for all purposes and for all persons, animals and vehicles over along and across the said the SAVE AND EXCEPTED lands until such time as these lands are established by the Corporation of the City of Hamilton as a Highway.

SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton, in the County of Wentworth, Province of Ontario, and being composed of part of lots thirty-two (32), Broken Front Concession, Township of Saltfleet (now in the said City of Hamilton) which said parcel may be more particularly described as follows:

COMMENCING at a point in the northern limit of Beach Road as established by the City of Hamilton By-law No. 7554 where the same is intersected by a line drawn parallel with and distant four hundred and thirty-five feet (435'0") measured easterly at right angles from the eastern limit of Parkdale Avenue (road allowance between lots thirty-two (32) and thirty-three (33), Township of Saltfleet);

THENCE northerly along the last mentioned parallel line six hundred and seventy-five feet and ten and one eighth inches (675'10 1/8") more or less to a point in the southern limit of an eighty foot (80') Railway Right-of-Way;

THENCE easterly along the said southern limit of the eighty foot (80') Railway Right-of-Way, three hundred and ninety-three feet and one inch (393'1") more or less to a point in a line drawn parallel with and distant eight hundred and twenty-eight feet (828') measured easterly at right angles from the said eastern limit of Parkdale Avenue;

THENCE southerly along the last mentioned parallel line three hundred and seventy-one feet and three and three eights inches (371'3 3/8") more or less to a point in a line drawn parallel with and distant fifty feet (50'0") measured northwesterly at right angles from the north western limit of Windermere Cut Off (Highway No. 20A) as established by the Department of Highways;

THENCE south-westerly along the last mentioned parallel line, one hundred and thirty-six feet (136'0") to an angle;

THENCE continuing south-westerly parallel with and distant fifty feet (50'0") measured northwesterly at right angles from the said north-western limit of Windermere Cut Off, three hundred and forty-one feet and eleven and one half inches (341'11 1/2") more or less to its intersection with the northern limit of Beach Road;

THENCE westerly along the northern limit of Beach Road, fifteen feet and eleven and one quarter inches (15' 11 1/4") more or less to the place of beginning, containing by admeasurement four point six seven acres (4.67 acres) be the same more or less and shown outlined in red and

blue on copy of City Engineer's Plan No. W187 Surveys annexed to registered instrument number 301066 N.S.

TOGETHER WITH a right ingress and egress in common with the Corporation of the City of Hamilton at all times and for all purposes and for all persons, animals and vehicles over along and across the following described lands:

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Hamilton, County of Wentworth, Province of Ontario, and being composed of part of Lot 32 in the Broken Front Concession of the Township of Saltfleet (now in the City of Hamilton) and which said parcel may be more particularly described as follows:

COMMENCING at a point in the northern limit of Beach Road as established by City of Hamilton By-law No. 7554, said point being distant one hundred and forty-one feet and eleven inches (141' 11") measured westerly thereon from its intersection with the northern limit of Windermere Cut Off (Highway No. 20A);

THENCE easterly along the said northern limit of Beach Road, one hundred and forty-one feet and eleven inches (141' 11") to its intersection with the said northern limit of Windermere Cut Off;

THENCE easterly along the said northern limit of Windermere Cut Off, two hundred and six feet and four inches (206' 4") to an angle therein;

THENCE continuing easterly along the said northern limit of Windermere Cut Off one hundred feet and ten and one half inches (100' 10 ½") more or less to its intersection with a line drawn parallel to and distant eight hundred and twenty-eight feet (828' 0") measured easterly at right angles from the eastern limit of Parkdale Avenue (road allowance between Lots 32 and 33);

THENCE northerly along the last mentioned parallel line, fifty-nine feet and six and one eighth inches (59' 6 1/8") more or less to a point in a line drawn parallel to and distant fifty feet (50'0") measured northerly at right angles from the said northern limit of Windermere Cut Off;

THENCE westerly along the last mentioned parallel line, one hundred and thirty-six feet (136'0") to an angle;

THENCE continuing westerly parallel to and distant fifty feet (50'0") measured northerly at right angles from the said northern limit of Windermere Cut Off, three hundred and forty-one feet and eleven and one half inches (341' 11 ½") more or less to the place of beginning; shown outlined in yellow on City Engineer's Plan No. W-187 Surveys annexed to registered instrument number

301066 N.S.; but such right of ingress and egress is granted only until such time as the described lands are established by the Corporation of the City of Hamilton as a Highway.

Firstly and Secondly as in Instrument No. 252780 H.L.

THIRDLY:

Being composed of part of lot number Thirty-Two (32) in the Broken Front Concession of the Township of Saltfleet, now in the said City of Hamilton, and which said parcel or tract of land may be more particularly described as follows, that is to say:

PREMISING the eastern limit of Parkdale Avenue North has an assumed bearing of North 16 degrees 57 minutes and 30 seconds East and relating all other bearings used herein thereto;

COMMENCING at an iron bar planted at the northwestern corner of the lands. FIRSTLY described in Instrument Number 252780 H.L., the said iron bar being distant 828 feet measured easterly at right angles from the eastern limit of Parkdale Avenue North and being also distant 397 feet measured on a course of North 16 degrees 57 minutes and 30 seconds East parallel with the eastern limit of Parkdale Avenue North from a point in the original northwestern limit of Windermere Road (formerly King's Highway Number 204);

THENCE South 73 degrees 02 minutes and 30 seconds East along a line drawn at right angles to the eastern limit of Parkdale Avenue North, and being also along the northern limit of the lands FIRSTLY described in Instrument Number 252780 H.L., 246 feet to an iron bar planted at the northeastern corner of the lands described in the said Instrument;

THENCE North 16 degrees 57 minutes and 30 seconds East 18.58 feet to an iron bar planted in the southern limit of a proposed railway right-of-way;

THENCE North 71 degrees 49 minutes and 30 seconds West along the southern limit of the said right-of-way 246.06 feet more or less to an iron bar planted where the same is intersected by a line drawn on a course of North 16 degrees and 57 minutes and 30 seconds East through the point of commencement;

THENCE South 16 degrees 57 minutes and 30 seconds West 23.80 feet to the point of commencement.

The above-described parcel of land contains by admeasurement 5,212 square feet be the same more or less.

As in Instrument No. 202917 A.B.

Firstly, Secondly and Thirdly all being Part of PIN 17573-0028 (R)

Schedule "C" – Scrap Inventory and Fixed Assets

Attached.

Lot	Type of Inventory	Estimated Weight (Net Tons)	Loaded by Receiver		Loaded by Purchaser	
			Per Unit Offer (\$/Net Ton)	Total Amount Offered (CDNS)	Per Unit Offer (\$/Net Ton)	Total Amount Offered (CDNS)
1	3' Bushelling	535				
2	Low-Phos Bushelling	350				
3	2' Free Flowing Bushelling	210				
4	4' Rail	200				
5	Weld Slag	100				
6	Heavy Melt	85				
7	2' Plate & Structural	80				
8	Flashings	65				
9	Auto Cast	65				
10	Nuts & Bolts	50				
11	Coils	50				
12	Mixed Bailing	38				
13	Punchings (Coolant)	35				
14	5' Mixed Bushelling	35				
15	Bead Wire Bales	20				
16	#1 Bundles	12				
17	Oversize Plate (heavy beams, skeleton plates)	12				
18	Steel Turnings	5				
19	Shredding Steel	2				
Total per Windermere		1,949		\$		\$

Lots 20 to 21 (Third Party, London, Ontario)

Lot	Type of Inventory	Estimated Weight (Net Tons)	Per Unit Offer (\$/CD/NT)	Total Amount Offered (CDNS)
20	#1 Unprepared bushelling	23		
21	Steel cans	18		
Total per Third Party		41		\$

**PARCELS 2 – 6 (CONTINUED)
LUGGER, ROLL-OFF AND DUMPER BINS**

Parcel	Location	No. of customers	Description	Size	Total Bins	No. of Bins in Offer	Per Unit Offer (\$/Bin)	Total Amount Offered (CDN\$)
2	Steel Customers	14	Dumper	1/4 yd	8			
				1/2 yd	14			
				3/4 yd	26			
				1 yd	60			
				1 1/2 yd	3			
				2 yd	12			
				2 1/2 yd	1			
					124		\$	
	Steel Customers	37	Lugger	20 yd	5			
				12 yd	43			
				10 yd	3			
				6 yd	10			
					61		\$	
	Steel Customers	16	Roll-off	40 yd	25			
20 yd				6				
				31		\$		
Parcel 2 Total					218		\$	
3	Waste Customers	5	Dumper	2 yd	66			
	Waste Customers	7	Lugger	12 yd	16			
	Waste Customers	18	Roll-off	40 yd	36			
				20 yd	3			
Parcel 3 Total					121		\$	
4	Windermere Yard	N/A	Lugger	20 yd	45			
				12 yd	257			
				8 yd	46			
				6 yd	57			
Parcel 4 Total					405		\$	
5	Windermere Yard	N/A	Roll-off	60 yd	6			
				50 yd	1			
				40 yd	60			
				30 yd	21			
				20 yd	45			
				14 yd	12			
Parcel 5 Total					145		\$	
6	Windermere Yard	N/A	Dumper	1 yd	1			
				2 1/2 yd	5			
Parcel 6 Total					6		\$	
TOTAL BINS					893		\$	

**PARCEL 7
AUTOMOBILE**

Type	Description	Serial Number
Automotive	1996 Cadillac Fleetwood (white)	1G6DW52P2TR704825

**PARCEL 8
TRAILER-LUGGER**

Type	Description	Serial Number
Trailer - Lugger	Titan 5 Axle Lugger trailer	2K9LU1Z52XH035111
Trailer - Lugger	2002 Titan 5 Axle Lugger trailer	2K9LU1G5X2H035059
Trailer - Lugger	5 Axle Lugger Trailer	2K9LU1Z54XH035045
Trailer - Lugger	5 Axle Lugger Trailer	2K9LU1Z56XH035046
Trailer - Lugger	5 Axle Lugger Trailer	2K9LU1Z58XH035047

**PARCEL 9
TRAILER – ROLL-OFF**

Type	Description	Serial Number
Trailer - Roll-off	2001 Titan 4-Axle Roll-off trailer	2K9RF1Z441H035162
Trailer - Roll-off	1998 4 Axle Straight Deck Roll-off Trailer, Model CT80-48-4-TA - Super Roll Trailer	2C9SHIJDXWV05279
Trailer – Roll-off	5 Axle Roll-off Trailer	2K9RF1Z54XH035048
Trailer – Roll-off	5 Axle Roll-off Trailer	2K9RF1Z56XH035049

**PARCEL 10
TRAILER – WALKING FLOOR**

AIM Assignee: Centre du Camion Gamache Inc./ Gamache Truck Center Inc.

Type	Description	Serial Number
Trailer - Walking Floor	Universal Hauling Open Top Walking Floor Transfer Trailer	2U9D4804031004594

**PARCEL 11
TRAILER – DUMP**

Type	Description	Serial Number
Trailer - Dump	1995 Titan 4 axle dump trailer	2K9DP1J48RH035373
Trailer - Dump	1994 Titan 4 axle dump trailer	Unavailable
Trailer - Dump	1990 Titan 4 axle dump trailer	2K9DP1Z4XLM035144
Trailer - Dump	1998 Titan 4 axle dump trailer	2K9DP1Z45WH035217
Trailer - Dump	1998 Titan 4 axle dump trailer	2K9DP1Z43WH035216
Trailer - Dump	1998 Titan 4 axle dump trailer	Unavailable

**PARCEL 12
TRAILER – FLATBED**

Type	Description	Serial Number
Flat bed trailers	Two flat bed trailers	n/a

**PARCEL 13
4 AXLE TRAILER**

Type	Description	Serial Number
Trailer	1994 4 axle Titan trailer Located at a 3 rd Party – RIMS Corporation	2K9DP1Z49RH035385
Trailer	1995 4 axle Titan trailer Located at a 3 rd Party – RIMS Corporation	2K9DP1Z46SH035009
Trailer	1995 4 axle Titan trailer Located at a 3 rd Party – RIMS Corporation	2K9DP1Z47SH035118
Trailer	1995 4 axle Titan trailer	2K9DP1Z43SH035083
Trailer	1994 4 axle Titan trailer	2K9DP1Z44RH035374

**PARCEL 14
TRACTOR**

Type	Description	Serial Number
Tractor	1998 Mack tractor; Located at a 3 rd Party - Leclair Truck Repair Ltd.; water pump is not functioning	1M1AA18Y5WW086252

**PARCEL 15
TRACTOR-LUGGER WITH TRAILER**

AIM Assignee: Centre du Camion Gamache Inc./ Gamache Truck Center Inc.

Type	Description	Serial Number
Tractor - Lugger	2002 Kenworth T800, with a Hammant Lugger unit, Model L604S (SN B1804)	INKDXBTX12J965463
Tractor - Lugger	1999 Kenworth T800, with a Hammant Lugger unit, Model L604S (Lease buy-out - contract #790-0652805-001) (SN 98A681)	INKDXBTX8XJ955455
Tractor - Lugger	1999 Kenworth T800, with a Hammant Lugger unit, Model L604S (Lease buy-out - contract #790-0652805-001) (SN 98A682)	INKDXBTX4XJ955453
Tractor - Lugger	1999 Kenworth T800, with a Hammant Lugger unit, Model L604S (Lease buy-out - contract #790-0652805-001) (SN 98A684)	INKDXBTX6XJ955454
Tractor - Lugger	1999 Kenworth T800, with a Hammant Lugger unit, Model L604S (Lease buy-out - contract #790-0652805-001) (SN 98A685); Located at a 3 rd Party - Leclair Truck Repair Ltd.; not movable, used as a parts truck	INKDXBTXXXJ955456

**PARCEL 16
TRACTOR – ROLL-OFF WITH TRAILER**

AIM Assignee: Centre du Camion Gamache Inc./ Gamache Truck Center Inc.

Type	Description	Serial Number
Tractor - Roll-off	1999 Kenworth T800; 1998 Chagnon Roll-Off System Model CR007524 (SN 92502); Located at a 3 rd Party – Leclair Truck Repair Ltd.; battery is dead	INKDXBTX1XJ955457
Tractor - Roll-off	1999 Kenworth T800; 1999 Chagnon Roll-Off System Model CR007524 (SN 92503)	INKDXBTX3XJ955458
Tractor - Roll-off	1999 Kenworth T800; 2000 Chagnon Roll-Off System Model CR007524 (SN 92515)	INKDXBTX5XJ955459

**PARCEL 17
OFFICE TRAILER**

Type	Description	Serial Number
Office trailer	Atco 12' X 50' long office trailer c/w tri axle; Located at a 3 rd Party - Pier 15 - Hamilton Port Authority; needs repair	25688261
Office trailer	3 room trailer (includes a bathroom)	n/a

**PARCEL 18
LIEBHERR CRANE AND ACCESSORIES**

Purchasers should be aware that the equipment may be required for a period of time following the tender deadline to facilitate scrap loading.

Type	Description	Serial Number
Scrap Master	Liebherr crane - R954HDW; with a 66" Walker Scrapmaster magnet (SN 1651)	569 1049
Maggrab Grapple	BR150-M44 Bateman 1-1/2 yd Maggrab Grapple (BM1835B) with spare hydraulic cylinder	n/a
Crane - Yoke	LD9446 Standard R954HDEW Yoke	n/a

**PARCEL 19
FUCHS MOBILE CRANE & ACCESSORIES**

Purchasers should be aware that the equipment may be required for a period of time following the tender deadline to facilitate scrap loading.

Type	Description	Serial Number
Crane	Fuchs Mobile Crane MHL360 with 16.5 loading attachment; with a Walker Scrapmaster II 66" magnet	3101100114

**PARCEL 20
MAGNET**

Type	Description	Serial Number
Magnet	Gensco LRD 67" magnet complete with field alumn. Wd. coil, cast steel shell, chains and connectors. 230V DC stock - for Sennebogen crane	n/a
Magnet	Gensco 67" Canmag type LR067 magnet c/w chains and set of connectors 230V DC. for Sennebogen crane	n/a

**PARCEL 21
GRAPPLE**

Type	Description	Serial Number
Grapple	5CG17 Contractors Grapple for John Deere Excavator	508638

**PARCEL 22
LOADER**

Type	Description	Serial Number
Loader	John Deere Model TC44H Tool Carrier Loader with 2.5 CU YD GP Bucket Industrial Fork Frame with 54" Forks	DWTC44H564509

**PARCEL 23
ABOVE GROUND SCALE**

Type	Description	Serial Number
Above Ground Scale	10' x 80' steel deck #5144; concrete pier, pins, t-bolting. Above ground scale, 77,000kg. Electronic Scale King indicator; Class III; 3 pieces; Located at a 3 rd Party - Every Scale	54789/5144; SWA: AM5381

**PARCEL 24
BELOW GROUND SCALE**

Type	Description	Serial Number
Below-ground Truck Scale	Scale - Windermere	n/a

**PARCEL 25
FLOOR SCALE**

Type	Description	Serial Number
Floor Scale	Cardinal Floor Hugger 2075	C87571

**PARCEL 26
RADIATION DETECTION SYSTEM**

Type	Description	Serial Number
Radiation Detection System	Exploranium Radiation Detection system GR510 2x1100 NA Upgradeable to 4400	n/a
Radiation Detection System	Exploranium Radiation Detection system GR110 PRTBL SCNTLMTR	n/a

**PARCEL 27
CAMERA SYSTEM**

Type	Description	Serial Number
Camera system	Yard TV and security camera	CAA00297 / CFR00008

**PARCEL 28
SHEAR STICK**

Type	Description	Serial Number
Shear Stick	Shear Stick for Liebherr hydraulic excavator R962LC/133 (MSD70R Series II Mobile Shear)	70683

**PARCEL 29
OFFICE FURNITURE AND EQUIPMENT**

Lot	Type	Quantity	General Description
1	Server	1	Server
2	IT Equipment	6	Calculator
2	IT Equipment	11	Computer
2	IT Equipment	8	Keyboard
2	IT Equipment	14	Monitor
2	IT Equipment	5	Monitor - Flat Screen
2	IT Equipment	7	Printer
2	IT Equipment	1	Printer - Laser
2	IT Equipment	1	Printer - Multi-Function
2	IT Equipment	1	Printer - Photo
2	IT Equipment	1	Typewriter - Electronic
3	Telecom Equipment	16	Telephone
3	Telecom Equipment	1	Telephone - Cordless
4	Furniture	1	Bench - Van Seat
4	Furniture	2	Bookshelf
4	Furniture	3	Cabinet
4	Furniture	24	Chair
4	Furniture	4	Chair - Desk
4	Furniture	8	Chair - Leather
4	Furniture	12	Desk
4	Furniture	4	Desk - Computer
4	Furniture	5	Desk - Large
4	Furniture	5	Desk - Metal
4	Furniture	19	Filing Cabinet - Large
4	Furniture	4	Filing Cabinet - Medium
4	Furniture	6	Filing Cabinet - Portable
4	Furniture	12	Filing Cabinet - Small
4	Furniture	1	Hammock
4	Furniture	8	Locker
4	Furniture	2	Paper Cutter
4	Furniture	1	Sofa - Leather
4	Furniture	1	Sofa Chair
4	Furniture	7	Table
4	Furniture	1	Table - Conference
4	Furniture	1	Table - Glass
4	Furniture	2	Wood Bench
5	Appliances	3	Coffee Machine
5	Appliances	4	Fridge
5	Appliances	2	Fridge - Mini
5	Appliances	4	Microwave
5	Appliances	1	Stove
5	Appliances	1	Television
5	Appliances	3	Toaster
5	Appliances	2	Water Cooler

Schedule "D-1" - Encumbrances

I. Waxman & Sons Limited

Personal Property Security Act (Ontario)

Secured Party(ies)	Collateral Classification	General Collateral Description	Reference File No. & Registration Number(s)
Her Majesty the Queen in Right of Canada as Represented by the Minister	Consumer Goods, Inventory, Equipment, Accounts, Other	All the debtors present and after acquired personal property, including but not restricted to machinery, equipment, furniture, fixtures, inventory, and receivables	633598983 - 20070320 1442 6009 0503 (5 years)
H.M. the Queen in Right of Ontario as Represented by MOR	Inventory, Equipment, Accounts, Other	General security CT #1220739 FO90 RST085	633520908 - 20070316 0939 1031 4898 (5 years)
Her Majesty the Queen as Represented by MOF	Inventory, Equipment, Accounts, Other		622811385 - 20060217 1603 1031 5424 (5 years)
Chrysler Financial DaimlerChrysler Services Canada Inc.	Equipment, Other, Motor Vehicles 2005 Jeep Grand Cherokee VIN# 1J4HR58295C507314		616804983 - 20050708 1050 1529 4155 (4 years)
			Amended by: 20050728 1948 1531 2203
			Amended by: 20050928 1456 1530 7995
GE Canada Equipment Financing G.P.	Inventory, Equipment, Accounts, Other		612357957 - 20050131 1947 3065 0773 (6 years)

Secured Party(ies)	Collateral Classification	General Collateral Description	Reference File No. & Registration Number(s)
			Assigned by: 20050921 1619 1862 6324
Liftcapital Corporation / Corporation Liftcapital	Equipment, Other	Material handling equipment together with all parts, attachments, accessories, additions, batteries, chargers, repair parts, and other equipment placed on or forming part of the goods described herein with any proceeds thereof and therefrom including, without limitation, all goods, securities, instruments, documents of title, chattel paper and intangibles (as defined in the <i>Personal Property Security Act</i>).	607755627 - 20040729 1949 1531 4021 (5 years)
			Amended by: 20060511 1452 1530 7503
GE Capital Canada Leasing Trust	Inventory, Equipment, Accounts, Other		605414745 - 20040512 0926 6082 2355 (6 years)

Secured Party(ies)	Collateral Classification	General Collateral Description	Reference File No. & Registration Number(s)
Key Equipment Finance Canada Ltd.	Equipment, Accounts, Other, Motor Vehicles 2004 Mack CV713 VIN# 1M2AG10C24M014461 2004 Mack CV713 VIN# 1M2AG10C44M014462 2004 Mack CV713 VIN# 1M2AG10C44M014459 2004 Mack CV713 VIN# 1M2AG10C04M014460		604567863 - 20040414 1051 1529 1078 (6 years)
			Amended by: 20040422 1456 1530 0705
			Amended by: 20040506 1138 1529 6718
Image Financial Services Inc	Equipment	Canon equipment and accessories	604411353 - 20040407 1259 1146 9741 (4 years)
GE Capital Canada Leasing Trust	Inventory, Equipment, Accounts, Other, Motor Vehicles 1999 John Deere 330LC VIN# FF0330X080363		898508457 - 20030923 1613 6093 6395 (6 years)

Secured Party(ies)	Collateral Classification	General Collateral Description	Reference File No. & Registration Number(s)
			Amended by: 20030926 1621 6093 6407
DaimlerChrysler Services Canada Inc. Mercedes-Benz Credit Canada	Equipment, Other, Motor Vehicles 2003 Mercedes-Benz S500V4M VIN# WDBNG84J73A377926		898022304 - 20030908 1934 1531 3043 (5 years)
GE Capital Canada Leasing Trust	Inventory, Equipment, Accounts, Other, Motor Vehicles 2004 Kenworth T800 VIN# 1NKDXBTX34J971526		893752263 - 20030425 1647 6092 4976 (7 years)
Canadian Imperial Bank of Commerce	Accounts, Other	Re-registration of registration number 19980210163418259268 which expired due to clerical error	891649503 - 20030212 1816 1531 8513 (5 years)
GE Capital Canada Leasing Trust	Inventory, Equipment, Accounts, other		884851983 - 20020628 0937 6092 4156 (7 years)
			Amended by: 20020715 1643 6092 4253
Canadian Imperial Bank of Commerce	Book Debts, Other		957796452 - 19841018 0833 88 9642
			Renewed by: 19870915 0853 88 5184

Secured Party(ies)	Collateral Classification	General Collateral Description	Reference File No. & Registration Number(s)
			Renewed by: 19900822 1032 0088 6037 (5 years)
			Renewed by: 19950821 1657 1825 1837 (5 years)
			Renewed by: 19980710 1616 1825 0080 (5 years)
			Renewed by: 20030408 1844 1531 6228 (5 years)

Execution Act (Ontario) Writs of Execution (Sheriff of City of Toronto)

(i)	File / Execution No.:	04-0003453
	Issue Date:	June 9, 2004
	Date Effective:	June 11, 2004
	Defendant:	I. Waxman & Sons Limited
	Creditor:	Morris Waxman
	Amount:	\$64,672.00
	Interest Rate:	4.00%
	Costs:	n/a
	Interest Rate:	n/a
(ii)	File / Execution No.:	04-0003674
	Issue Date:	June 17, 2004
	Date Effective:	June 21, 2004
	Debtor:	I. Waxman & Sons Limited
	Creditor:	Solid Waste Reclamation Inc.
	Amount:	\$2,500,000.00
	Interest Rate:	4.00%

	Costs:	\$100,000.00
	Interest Rate:	4.00%

Execution Act (Ontario) Writs of Execution (Sheriff of City of Hamilton)

(i)	File / Execution No.:	04-0000768
	Issue Date:	June 16, 2004
	Date Effective:	June 22, 2004
	Defendants:	Chester Waxman, Robert Waxman, Gary Waxman and I. Waxman & Sons Limited
	Creditor:	Solid Waste Reclamation Inc.
	Amount:	\$2,500,000.00
	Interest Rate:	4.00%
	Costs:	\$100,000.00
	Interest Rate:	4.00%
(ii)	File / Execution No.:	04-0000769
	Issue Date:	June 9, 2004
	Date Effective:	June 22, 2004
	Defendant:	I. Waxman & Sons Limited
	Creditor:	Morris Waxman
	Amount:	\$64,672.00
	Interest Rate:	4.00%
	Costs:	n/a
	Interest Rate:	n/a
(iii)	File / Execution No.:	07-0000026
	Issue Date:	December 28, 2006
	Date Effective:	January 9, 2007

	Defendants:	Chester Waxman, Chester Waxman in Trust, Chesterton Investments Limited, Robert Waxman, Gary Waxman, Warren Waxman, I. Waxman & Sons Limited, Greycliffe Farms Inc., Robix Financial Corporation Limited, Circuital Canada Inc., RKW Standardbred Associates Inc., RKW Standardbred Management Inc., and Glow Metal Trading Inc.
	Creditor:	Waxman, Morris
	Amount:	\$15,377,036.50
	Interest Rate:	4.00%
	Costs:	n/a
	Interest Rate:	n/a
(iii)	File / Execution No.:	06-0000335
	Issue Date:	February 15, 2006
	Date Effective:	February 28, 2006
	Defendants:	I. Waxman & Sons Limited
	Creditor:	Minister of Finance
	Amount:	\$941,367.79
	Interest Rate:	8.00%
	Start Date:	February 7, 2006
	Costs:	n/a
	Interest Rate:	n/a
		*Please note that on June 15, 2007 Debtor name was corrected from "I. Waxman & Sons Limited" to "I. Waxman & Sons Limited".
(iv)	File / Execution No.:	07-0000039
	Issue Date:	December 8, 2006
	Date Effective:	January 11, 2007
	Defendant:	I Waxman & Sons Limited
	Creditor:	Waxman, Morris
	Amount:	\$68,913.00
	Interest Rate:	4.00%
	Costs:	n/a
	Interest Rate:	n/a

(v)	File / Execution No.:	07-0000040
	Issue Date:	December 11, 2006
	Date Effective:	January 11, 2007
	Defendants:	Chester Waxman, Robert Waxman, Gary Waxman, I Waxman & Sons Limited
	Creditor:	Solid Waste Reclamation Inc
	Amount:	\$2,640,510.60
	Interest Rate:	4.00%
	Costs:	n/a
	Interest Rate:	n/a
(vi)	File / Execution No.:	07-0000444
	Issue Date:	March 19, 2007
	Date Effective:	March 22, 2007
	Defendant:	I Waxman & Sons Limited
	Creditor:	Minister of National Revenue, Canada Revenue Agency Hamilton Tax Services Office
	Amount:	\$706,406.83
	Interest Rate:	Compounded daily, at the rate prescribed under the <i>Income Tax Act</i>
	Costs:	n/a
	Interest Rate:	n/a

Morrison Investments Limited

Personal Property Security Act (Ontario) Registrations

Secured Party(ies)	Collateral Classification	General Collateral Description	Reference File No. & Registration Number(s)
Canadian Imperial Bank of Commerce	Inventory, Equipment, Accounts, Other		871282107 - 20010406 1446 1530 7697 (5 years)

Secured Party(ies)	Collateral Classification	General Collateral Description	Reference File No. & Registration Number(s)
			Renewed by: 20060306 1450 1530 6413 (5 years)

Schedule "D-2" - Encumbrances

Execution Act (Ontario) Writs of Execution (Sheriff of City of Hamilton)

(i)	File / Execution No.:	07-0000411
	Issue Date:	March 12, 2007
	Date Effective:	March 15, 2007
	Court File No.:	33234/88
	Court Type:	SCJ – Civil
	Jurisdiction:	Toronto
	Defendant:	Morris Waxman and Morrision Investments Limited
	Creditor:	Chesterton Investments Limited
	Amount:	<p>March 14, 2007 judgment as follows:</p> <p>(a) \$10,773.07 for principal owing under the judgment dated June 27, 2002 and the Court of Appeal order of Justice Doherty, Justice Laskin and Justice Goudge dated April 30, 2004</p> <p>(b) \$11,668.17 for pre-judgment interest at the rate of 8.04% from January 9, 1989 to June 27, 2002 in accordance order Sanderson J. dated January 10, 2003</p> <p>(c) \$50.00 in accordance with the regulations under the Administration of Justice Act and Tariff A, for issuing, renewing and filing with the Sheriff a Writ of Execution and Notice of Garnishment, comprised as follows;</p> <p>(d) \$155.00 for disbursements paid to a Sheriff, Registrar, Official Examiner, Court Reporter or other public officer and to which the Creditor is entitled under Subrule 60.19(1), comprised as follows: \$55.00 paid to issue Writ of Seizure and Sale; and \$100.00 paid to file Writ of Seizure and Sale with Sheriff with the City of Hamilton.</p> <p>(e) \$2,008.22 for post-judgment interest on the principal amount from June 27, 2002 to February 22, 2007 (1,701 days).</p>

Encumbrances to be Deleted and Expunged from title to the Windermere Property

Instrument 150363 HL registered January 3, 1961 is a Charge of Land between Morris J. Waxman and Chester H. Waxman, as mortgagors, and Isaac Waxman, as mortgagee for a principal amount of \$25,840.00.

Instrument 150365 HL registered January 3, 1961 is a Charge of Land between Morris J. Waxman and Chester H. Waxman, as mortgagors, and Isaac Waxman, as mortgagee for a principal amount of \$2,860.80.

Instrument 180586 registered April 13, 1994 is a Claim for Lien by Ironwood Design & Construction Ltd. for the amount of \$26,215.00.

Instrument 206308 CD registered January 26, 1982 is a Lease dated September 21, 1981 between Chesterton Investments Ltd and Morriston Investments Ltd., as Landlord and I.W. & S. Ferrous Limited, as Tenant.

Schedule "E" – Permitted Encumbrances, Easements, Restrictive Covenants and other Registrations related to the Windermere Property

None.

MORRIS WAXMAN
Applicant

CHESTER WAXMAN, et al.
Respondents

Court File No: 05-CL-5881

**ONTARIO
SUPERIOR COURT OF JUSTICE-
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

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Solicitors for Deloitte & Touche Inc., in its
capacity as receiver of the assets, properties and
undertaking of I. Waxman & Sons Limited, and
not in its personal capacity