



Clerk's stamp:

COURT/ESTATE FILE NUMBER 24-2878531
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL UNDER SECTION 50.4(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-
3, AS AMENDED

APPLICANT: NILEX INC.
DOCUMENT **SECOND REPORT OF THE PROPOSAL TRUSTEE**
November 21, 2022

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**Second Report to Court of
KSV Restructuring Inc.
as Proposal Trustee of
Nilex Inc.**

November 21, 2022

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Court File No.: 24-2878531

COURT OF KING'S BENCH OF ALBERTA
IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
NILEX INC.
IN THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA

SECOND REPORT OF KSV RESTRUCTURING INC.
AS PROPOSAL TRUSTEE OF
NILEX INC.

November 21, 2022

1.0 Introduction

1. This report ("Report") is filed by KSV Restructuring Inc. ("KSV"), in its capacity as proposal trustee (the "Proposal Trustee") in connection with a Notice of Intention to Make a Proposal ("NOI") filed on October 27, 2022 (the "Filing Date") by Nilex Inc. (the "Company") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"). A copy of the certificate of filing issued by the Office of the Superintendent of Bankruptcy is provided in Appendix "A".
2. This Report is also filed in connection with the Company's wholly-owned subsidiary, Nilex USA Inc. ("Nilex USA"), which intends to commence insolvency proceedings in the near term by filing a Notice of Intention to Make a Proposal pursuant to the BIA.
3. The principal purposes of this proceeding are to:
 - a) create a stabilized environment to allow the Company to continue a sale process (the "Sale Process") for its business and assets, including those of Nilex USA, that it commenced prior to these proceedings, which Sale Process was approved pursuant to an order of the Court of King's Bench of Alberta (the "Court") dated November 8, 2022 (the "November 8th Order");
 - b) provide the Company and Nilex USA (jointly, the "Companies") with the opportunity to complete a going concern value maximizing transaction, as more fully discussed below; and
 - c) provide the Company the opportunity to file a proposal to creditors pursuant to the provisions of the BIA ("Proposal").

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) provide background information about the Companies and these proceedings;
 - b) summarize the results of the Sale Process;

- c) summarize an orderly wind-down analysis prepared by the Proposal Trustee (the “Wind-Down Analysis”) that illustrates that the liquidation value of the Companies’ business and assets is significantly less than the value of the Transaction (as defined below);
- d) detail the terms of a going-concern sale of substantially all of the Companies’ business and assets to Terrafix Geosynthetics Inc. (the “Canadian Purchaser”) and Hanes Companies, Inc. (the “US Purchaser”), (jointly, the Canadian Purchaser and the US Purchaser are defined as the “Purchasers”), pursuant to an Asset Purchase Agreement (the “APA”) dated November 18, 2022 (the “Transaction”);
- e) provide the Proposal Trustee’s rationale for recommending that the Court approve the Transaction;
- f) provide the Proposal Trustee’s rationale for supporting the following relief should Nilex USA file a NOI:
 - i. continuing and procedurally consolidating the Companies’ NOI proceedings and ordering that the style of cause be amended to include Nilex USA;
 - ii. extending to Nilex USA the broader stay provisions approved in the November 8th Order in respect of the Company;
 - iii. extending the Court-ordered charges approved pursuant to the November 8th Order to the business and assets of Nilex USA;
 - iv. appointing the Proposal Trustee as foreign representative (the “Foreign Representative”) for the purpose of commencing recognition proceedings in the United States Court for the District of Colorado (the “US Court”) pursuant to chapter 15 (“Chapter 15”) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532, including the reasons that the Proposal Trustee believes that Alberta is the Companies’ centre of main interest (“COMI”);
- g) set out the basis for the Proposal Trustee’s recommendation that it be authorized to make one or more distributions to Canadian Imperial Bank of Commerce (“CIBC”), up to the full amount of the Companies’ indebtedness owing to CIBC, from the proceeds generated by the Transaction;
- h) discuss the Companies’ request for an extension of the deadline to file a Proposal to a date that is 45 days following the initial 30-day stay granted to Nilex USA under its NOI filing;
- i) report on the Company’s weekly cash flow projection for the period November 11, 2022 to February 24, 2023 (the “Cash Flow Forecast”); and

- j) recommend that the Court issue Orders as requested by the Companies, among other things:
 - i. continuing and procedurally consolidating the Companies' NOI proceedings and ordering that the style of cause be amended to include Nilex USA;
 - ii. approving the Transaction, the APA and the Transition Services Agreement between the Companies and the Purchasers (the "TSA");
 - iii. vesting all right, title and interest in and to the Purchased Assets (as defined in the APA) in the Purchasers, free and clear of and from any and all claims, liabilities, liens and encumbrances;
 - iv. authorizing the Proposal Trustee to make distributions to CIBC up to the full amount of the Companies' indebtedness owing to CIBC;
 - v. sealing the Confidential Appendices to this Report pending expiry of the TSA or further order of the Court; and
 - vi. extending the date by which the Company is required to file a Proposal to the date that is 45 days following the date by which Nilex USA must file a Proposal (which date will be prescribed in the order sought at the return of this Application).

1.2 Currency

1. Unless otherwise noted, all currency references in this Report are to Canadian dollars.

1.3 Restrictions

1. In preparing this Report, the Proposal Trustee has relied upon unaudited financial information prepared by the Company's representatives, the books and records of the Companies and discussions with the Companies' advisors and representatives. The Proposal Trustee has not performed an audit or otherwise attempted to verify the accuracy or completeness of the financial information relied on in a manner that complies with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own diligence.
2. The Proposal Trustee accepts no responsibility for any reliance placed by any third party on the Companies' financial information presented herein. An examination of the Cash Flow Forecast as outlined in the *Chartered Professional Accountants Canada Handbook* has not been performed. Future oriented financial information relied upon in this Report is based upon the Companies' assumptions regarding future events; actual results achieved may vary from this information and these variations may be material.

1.4 Court Materials

1. Court materials filed in these proceedings are available on the Proposal Trustee's website at: <https://www.ksvadvisory.com/experience/case/nilex-inc>.

2.0 Background

1. The Company has been operating in the geosynthetics industry providing civil environmental products and technologies since 1977. The Company provides environmental solutions that are used in road building, erosion and sediment control, water management and containment. The Company also offers conversion and fabrication options, customization of standard products to site and project-specific requirements.
2. The Company's registered office is in Calgary. The Company leases its head office premises in Edmonton. It also operates from four other leased premises in Calgary, Saskatoon, Surrey and Toronto.
3. PEF 2010 Nilex Investment Limited Partnership ("Fulcrum") has been the Company's controlling shareholder since 2013.
4. The Company is the 100% shareholder of Nilex USA, which operates from leased premises in Utah and Colorado. As at the date of this Report, Nilex USA is not subject to the Company's NOI proceedings or any other insolvency process. Nilex USA has continued to operate in the normal course since the commencement of the Company's NOI proceedings. Prior to the return of the Company's application, Nilex USA intends to file a Notice of Intention to Make a Proposal pursuant to the BIA.
5. The Company presently has approximately 70 full-time employees and 44 seasonal employees. Nilex USA has eight employees. The Companies' workforce is not unionized. The Company offers its employees a defined contribution pension plan and Nilex USA offers its employees a 401k plan, in each case where the respective Nilex entity matches contributions by its employees. The Companies are current on their pension plan contributions.
6. CIBC is the Companies' senior secured lender. As of the date of this Report, CIBC was owed approximately \$15.8 million by the Companies.
7. Fulcrum is also a secured creditor of the Company. Fulcrum has subordinated the amounts owed to it by the Company to CIBC. As of the date of this Report, Fulcrum was owed approximately \$45 million by the Company.
8. CIBC has continued to provide funding to the Company during these proceedings - its post-filing advances are secured under a Court-approved Lender Priority Charge, as defined in the November 8th Order.

9. Additional background information about the Companies is included in the Affidavit of Jeff Allen, the Company's Vice President, Finance, sworn October 31, 2022 (the "First Allen Affidavit"), Mr. Allen's Affidavit sworn November 21, 2022 in support of the Company's application dated November 21, 2022 (the "Second Allen Affidavit") and the Proposal Trustee's First Report to Court dated October 31, 2022 (the "First Report"). A copy of the First Report, without appendices, is attached as Appendix "B".

3.0 Sale Process

1. As set out in the First Report, the Company engaged Valitas Capital Partners ("Valitas") on October 6, 2021 to conduct the Sale Process. The Sale Process, including its milestones and deadlines, was approved pursuant to the November 8th Order.
2. A summary of the Sale Process is provided below:
 - a) the Sale Process offered for sale the Companies' business and assets;
 - b) Valitas compiled a comprehensive list of over 400 prospective purchasers based on geography and industry;
 - c) Valitas selected 16 of the prospective purchasers as strong acquisition candidates based on, *inter alia*, strategic fit. Nine of these parties confirmed their interest in the opportunity; and
 - d) the nine prospective purchasers, plus three additional strategic parties, performed due diligence, including reviewing the confidential information memorandum (the "CIM") prepared by Valitas and information made available in a virtual data room. A subset of the prospective purchasers also conducted site visits and attended management meetings.
3. The Sale Process timelines and milestones were, in part, a product of negotiations between the Company and CIBC pursuant to which CIBC agreed to fund these proceedings. The timelines and milestones were set out in a Forbearance Agreement dated October 17, 2022 (the "Forbearance Agreement") between the Companies and CIBC, which considered that the Sale Process had been ongoing for several months. Funding under the Forbearance Agreement was tied to the Company advancing the Sale Process in accordance with the agreed timelines and milestones in the Forbearance Agreement.
4. Valitas initially requested that prospective purchasers submit non-binding letters of intent in March 2022; however, none of the offers received were acceptable to the Company. At the time, the Company forecasted improved results for the balance of 2022 and the Company believed that going back to prospective purchasers later in the year would result in a higher purchase price based on the forecasted improved results. Ultimately, the forecasted results did not materialize.
5. In August 2022, Valitas re-engaged with prospective purchasers and since that time has facilitated their due diligence. Valitas provided interested parties with a template term sheet to be used as the basis for submitting non-binding letters of intent. Several non-binding letters of intent were submitted in late September 2022.

6. On or around October 8, 2022, Valitas sent interested parties a process letter, which sets out the process timelines (the “Process Letter”). The Process Letter, a copy of which is attached as Appendix “C”, *inter alia*:
 - a) required interested parties to submit binding offers by no later than 3:00 pm (Mountain Time) on November 8, 2022 (the “Bid Deadline”) in the form of a template asset purchase agreement which was uploaded to the data room (the “Template APA”); and
 - b) indicated that the Company’s objective was to enter into a binding agreement of purchase and sale (the “Purchase Agreement”) by no later than November 15, 2022.

3.1 Sale Process Results

1. A summary of the Sale Process results is as follows:
 - a) four going-concern offers were submitted;
 - b) from the Bid Deadline until November 18, 2022, the Companies, with the assistance of Valitas, the Proposal Trustee, the Companies’ legal counsel and the Proposal Trustee’s legal counsel, worked with the Purchasers and their legal counsel to finalize the terms of the APA; and
 - c) the APA was executed on November 18, 2022.
2. A summary of the offers received in the Sale Process is attached as Confidential Appendix “1”. The Proposal Trustee’s rationale for sealing this schedule is set out in Section 4.2 below.

3.2 Orderly Wind-Down Analysis

1. As discussed in the First Report, KSV Advisory Inc. (“KSV Advisory”)¹ was engaged by the Company to assist it to consider restructuring options and to oversee the Sale Process being conducted by Valitas prior to the commencement of these proceedings. This included preparing a liquidation analysis based on an orderly wind-down of the Companies’ business.
2. The Wind-Down Analysis reflects that the value of the Transaction significantly exceeds the projected recoveries that may be generated from an orderly wind-down process. A copy of the Wind-Down Analysis is provided in Confidential Appendix “2”. The Proposal Trustee’s rationale for filing this analysis on a confidential basis is set out in Section 4.2 below.

¹ KSV’s affiliate, KSV Advisory Inc., was engaged for this advisory mandate.

4.0 Transaction²

1. A summary of the APA is as follows:

Description	Canadian Transaction	US Transaction
Purchaser	Terrafix Geosynthetics Inc.	Hanes Companies, Inc.
Purchased Assets	Substantially all assets of the Companies	
Purchase Price	For the reasons set out in Section 4.2 of this Report, the Proposal Trustee recommends that the Purchase Price be sealed pending expiry of the TSA or further order of the Court.	
Deposit	The Purchasers have paid a deposit representing approximately 13% of the Purchase Price, which is being held in the Proposal Trustee's trust account.	
Adjustment Mechanism	The estimated Purchase Price for both the Canadian Transaction and the US Transaction is based on an Interim Statement of Adjustments. Within 60 days following Closing of each transaction, the applicable Vendor is to provide a Final Statement of Adjustments. The difference between the Interim Statement of Adjustments and the Final Statement of Adjustments shall be paid promptly by the Vendor/Purchaser, as applicable, which amount shall accrue interest at the Prime Rate plus 1%.	
Locations	The Canadian Purchaser will assume the leases for the Company's premises in Edmonton, Calgary and BC. The leases for the Company's premises in Ontario and Saskatchewan will not be assumed by the Canadian Purchaser. The Company may continue to occupy the Ontario and Saskatchewan locations for up to six months in accordance with the TSA.	The leases for both US locations will not be assumed by the US Purchaser. The premises can be occupied by Nilex USA for a period of up to six months in accordance with the TSA.
Employees	<p>The Purchasers intend to offer employment to the vast majority of the Company's employees in Canada and four of the eight Nilex USA employees. Certain of the employees who are not offered employment by the Purchaser will be offered the opportunity to provide transition services to the Purchaser pursuant to the TSA.</p> <p>All wages and vacation pay accrued to the Effective Date are for the account of the Companies. Following and after the Effective Date, all wages and vacation pay accruing in respect of Transferred Employees will be for the account of the Purchasers, as will wages and vacation pay for Transition Employees pursuant to the TSA, albeit Transition Employees will remain employees of the Company or Nilex USA. Payroll and benefits for any non-Transferred Employees and non-Transition Employees will remain the obligation of the Company or Nilex USA following the Effective Date.</p>	
Representations and Warranties	Consistent with the terms of a standard insolvency transaction, i.e., on an "as is, where is" basis, with limited representations and warranties.	

² Defined terms in this section of the Report have the meanings provided to them in the APA.

Description	Canadian Transaction	US Transaction
Closing	Subject to Court approval, closing of the Canadian Transaction is contemplated to occur on or before December 16, 2022. The Outside Date is February 28, 2023.	Closing of the US Transaction is contemplated to occur promptly following US Court approval. The Outside Date is February 28, 2023.
Material Conditions	The only material condition precedent to the Canadian Transaction is Court approval. The closing of the Canadian Transaction is not subject to US Court approval and/or completion of the US Transaction.	The only material condition precedent to the US Transaction is approval of the Canadian Transaction by the Court and the US Court. The closing of the US Transaction is subject to the completion of the Canadian Transaction.

2. **Transition Services Agreement:** Pursuant to the APA, the execution of the TSA by the Companies and the Purchasers is a condition to closing of the Canadian Transaction and the US Transaction. The purpose of the TSA is for the Companies to maintain in good standing, during these proceedings, certain contracts and real property lease agreements until those locations can be vacated, at which time those leases are intended to be disclaimed by the Companies. Also pursuant to the TSA, certain employees will remain employees of the Companies during the transition period, but will provide assistance to the Purchasers as it relates to transition issues. As part of the TSA, the Purchasers are required to fund any costs incurred by the Companies in providing the Services (as defined in the TSA). The TSA also requires that the Purchasers fund a deposit equal to one month of the estimated transition costs. The TSA has a term of up to six months.
3. A copy of the redacted version of the APA is attached as Appendix "D". The TSA is a schedule to the APA. A copy of the unredacted version of the APA is provided in Confidential Appendix "3" and is being filed on a confidential basis for the reasons set out in Section 4.2 of this Report. The unredacted version of the APA included in Confidential Appendix "3" does not include copies of schedules that contain customer or employee information, however, information contained therein is available upon request subject to confidentiality restrictions.

4.1 Recommendation re Transaction

1. The Proposal Trustee recommends the Court issue an order approving the Transaction for the following reasons:
 - a) the Sale Process was carried out in accordance with the November 8th Order;
 - b) in the Proposal Trustee's view, the Sale Process was commercially reasonable, including its timelines, the breadth of the marketing process and the information made available by the Company to interested parties, including information in the CIM and data room;
 - c) the value of the Transaction was the highest of the offers received in the Sale Process;

- d) the value of the Transaction materially exceeds the liquidation value of the Companies' business and assets based on the Wind-Down Analysis;
- e) the Sale Process provided prospective bidders with the opportunity to submit offers for the business and assets of either or both the Company and Nilex USA;
- f) the Transaction is expected to preserve employment for a substantial number of the Companies' employees;
- g) CIBC, which will be repaid in full from the Transaction, is supportive of the Transaction. CIBC has been funding the Companies' operations over the course of these proceedings. Should a transaction not be completed imminently, the Company would be in default of the Forbearance Agreement;
- h) Fulcrum supports approval of the Transaction notwithstanding that it will incur a substantial shortfall on its advances to the Company;
- i) the Sale Process commenced in early 2022, and accordingly, the Proposal Trustee does not believe that further time spent marketing the Companies' business and assets will result in a superior transaction; and
- j) Valitas has advised the Proposal Trustee that it believes that the Transaction is in the best interest of the Companies and their stakeholders and concurs with the Proposal Trustee that further time spent marketing the Companies' business and assets will not result in a superior transaction.

4.2 Sealing

1. The Proposal Trustee recommends that the unredacted version of the APA, the offer summary and the Wind-Down Analysis be filed with the Court on a confidential basis and remain sealed pending expiry of the TSA or further Court order, as the availability of this information to other parties may negatively impact any future sale process for the Companies if the Transaction does not close. The redacted version of the APA has only been redacted for purchase price, deposit amount, and related information.
2. In the Proposal Trustee's view, sealing this information is necessary to maximize recoveries in these proceedings and maintain the integrity and confidentiality of key information in the Sale Process. The salutary effects of sealing such information from the public record greatly outweigh any deleterious effects of doing so. The Proposal Trustee believes the proposed sealing of the Confidential Appendices is appropriate in these circumstances. The Proposal Trustee does not believe that any stakeholder will be prejudiced if the information is sealed.

5.0 Nilex USA

1. Nilex USA is a much less significant business than the Company's, with annual sales of approximately US\$6 million and total assets and liabilities of approximately US\$2.5 million and US\$5.2 million³, respectively, as reflected in Section 3 of the First Report.
2. As noted above and in the Second Allen Affidavit, it is expected that by the return of this application, Nilex USA will have filed a NOI. Subject to approval of the Transaction by the Court, and consolidation of the Nilex USA NOI proceedings with the Company's NOI proceedings, the Companies, through KSV as Foreign Representative, intend to seek recognition of the Canadian proceedings by the US Court for the primary purpose of completing the Transaction. The proposed recognition proceeding, and US Court approval of the US Transaction, is a requirement of the APA.

5.1 Foreign Representative

1. The Company is seeking an order authorizing the Proposal Trustee to be the Foreign Representative. As the Canadian Court officer overseeing the NOI proceedings, the Proposal Trustee believes it is appropriate for it to act as the Foreign Representative, particularly given its familiarity with the Companies and the Transaction.
2. Subject to Court approval, the Proposal Trustee intends to work with US counsel to take the steps required to forthwith commence Chapter 15 recognition proceedings in order to fulfill the conditions precedent to completing the US Transaction.

5.2 Center of Main Interest

1. The Proposal Trustee is of the view that Alberta is the COMI for the Companies for the following reasons:
 - a) essentially all of the Companies' strategic decision-making and management functions occur in Alberta. Nilex USA's operations are managed from the Company's head office in Alberta. All employees of Nilex USA report to the Company's employees in Canada;
 - b) the principals, directors and officers of Nilex USA are Canadian residents of, and based in, Canada;
 - c) the Company's Board of Directors is responsible for oversight and guidance of the entirety of the Companies' business and operations;
 - d) the principal secured creditor of the Companies is CIBC, and the loan agreement is governed by Canadian law;

³ Excluding off-balance sheet liabilities, including amounts owing to CIBC, certain employee claims and amounts owing for real property and equipment leases.

- e) the majority of the Companies' administrative functions, including those of Nilex USA, including general accounting, financial reporting, budgeting and cash management, is performed by the Company's management in Alberta and the books and records of the Companies are maintained in Alberta;
 - f) the Companies' human resource department is centralized and managed from Alberta;
 - g) Nilex USA maintains a bank account in Canada and its treasury management function is centralized at the head office in Alberta; and
 - h) the Companies are part of a consolidated cash management system pursuant to which funding for the Companies is determined and managed from the head office in Alberta.
2. The Second Allen Affidavit provides further information illustrating that Alberta is the COMI for the Companies' business.
 3. The Proposal Trustee is of the view that the contemplated foreign main recognition proceeding provides a centralized, fair and cost-efficient process to implement the Transaction with the US Purchaser, as contemplated under the APA.

5.3 Stay of Proceedings

1. The November 8th Order expanded the statutory stay provisions under the NOI to include provisions similar to those in the model Initial Order issued in a CCAA proceeding, including as they relate to requiring suppliers and service providers to continue to provide goods and services to the Company without disruption, provided they are not required to do so on credit.
2. Extending the November 8th Order to Nilex USA is in the spirit of stabilizing Nilex USA's operations and allowing it the greatest opportunity to preserve normal course operations during the NOI proceedings. Any supply disruptions would impair Nilex USA's ability to continue to operate in the normal course and, potentially, the prospect of completing the Transaction with the US Purchaser. Accordingly, the Proposal Trustee believes that expanding the scope of the stay of proceedings in favour of Nilex USA is appropriate as the continued operation of Nilex USA will assist it to complete the Transaction with the US Purchaser. It is also reasonable that both the Company and Nilex USA have the same stay provisions apply in order to avoid confusion among their respective stakeholders.

5.4 Court-Ordered Charges

1. The November 8th Order created the following Court-ordered charges (collectively, the “Charges”) over all of the Company’s business and assets:
 - a) Administration Charge (\$350,000);
 - b) Lender Priority Charge securing CIBC’s post-filing advances up to an aggregate principal amount of \$20 million plus interest, fees and expenses;
 - c) D&O Charge (\$925,000); and
 - d) KERP Charge (\$800,000).
2. Given the integrated nature of the Companies’ operations, the Sale Process, the Transaction, and CIBC’s security interest over all of the Companies’ business and assets, the Proposal Trustee believes it is reasonable and appropriate for the Charges to be extended to include the property of Nilex USA.

5.5 Procedural Consolidation

1. The Companies’ application materials seek an order continuing and procedurally consolidating the Company’s NOI proceedings and Nilex USA’s NOI proceedings.
2. As the consolidation is for administrative purposes only, the Company and Nilex USA would remain separate for the purpose of a claims process and making distributions to creditors, if any.
3. The Proposal Trustee believes that procedurally consolidating the proceedings is appropriate as:
 - a) it will permit all applications to be brought before one justice, rather than having multiple proceedings. Additionally, the consolidation sought will allow the Companies to complete the Sale Process previously approved by the Court in the most expedient and efficient manner for the benefit of all stakeholders;
 - b) the business and assets of both entities are subject to the same Transaction pursuant to the APA;
 - c) it will facilitate the orderly administration of these proceedings;
 - d) creditor rights will not be affected by the procedural consolidation; and
 - e) it will reduce costs, including by filing materials in one proceeding only.

6.0 Proposed Distributions to CIBC

1. CIBC is the Companies' senior secured creditor. CIBC is presently owed approximately \$15.8 million by the Companies, comprised of approximately \$13.3 million under its revolving loan facility and approximately \$2.5 million under the business credit availability program ("BCAP"). Interest and costs continue to accrue on both facilities.
2. The Proposal Trustee is not aware of any other secured creditors or any claim that ranks or may rank in priority to CIBC, other than the amounts secured under the Charges. Any equipment lessors with security interests in certain leased assets will either be assumed by the Purchasers under the Transaction or these assets will be returned to the lessor.
3. In advance of these proceedings, the Proposal Trustee instructed its legal counsel, Cassels Brock & Blackwell LLP ("CBB"), to provide an opinion on the validity and enforceability of CIBC's security. CBB's opinion dated October 29, 2022, which addresses the laws of Alberta, British Columbia and Ontario⁴, provides that, subject to the customary assumptions and qualifications contained therein, the security granted to CIBC is valid and enforceable. A copy of the security opinion can be made available to the Court upon request.
4. As at the date of this Report, the Proposal Trustee's US counsel is reviewing CIBC's security over Nilex USA as well. Should any concerns be identified by the Proposal Trustee's US counsel in this regard, the Proposal Trustee intends to advise the Court of same.
5. Based on the foregoing, the Proposal Trustee recommends that the Court issue an order authorizing the Proposal Trustee to make distributions to CIBC, from the proceeds generated from the Transaction, up to the amount of the Companies' indebtedness owing to CIBC.

7.0 Cash Flow

1. Pursuant to the BIA, the Companies are required to prepare a cash flow forecast for the stay extension period. The Cash Flow Forecast for the period ending February 24, 2023 (the "Period"), together with Management's Report on the Cash-Flow Statement, as required by subsection 50.4(2)(c) of the BIA, is provided in Appendix "E".
2. The Cash Flow Forecast was prepared with the assistance of the Proposal Trustee. It should be noted that the Cash Flow Forecast does not reflect closing of the Transaction during the Period as doing so would provide confidential information regarding the value of the Transaction.

⁴ CBB's opinion also notes that CIBC's security is registered in Saskatchewan as well.

3. Based on the Proposal Trustee's review of the Cash Flow Forecast, there are no material assumptions which seem unreasonable. The Proposal Trustee's Report on the Companies' Cash Flow Statement as required by subsection 50.4(2)(b) of the BIA is attached as Appendix "F".

8.0 Companies' Request for an Extension

1. The Companies are seeking an extension of the time required to file a Proposal to the date that is 45 days following the deadline by which Nilex USA must file a Proposal (which date will be provided in the order sought by the Company). The Proposal Trustee supports the extension request for the following reasons:
 - a) the Companies are acting in good faith and with due diligence;
 - b) it will provide the Companies with additional time required to complete the Transaction and to carry out their obligations under the APA, particularly as it relates to the TSA;
 - c) it will enhance the likelihood of the Companies being able to file a Proposal; and
 - d) the extension should not adversely affect or prejudice any group of creditors as the Companies are projected to have sufficient funding to pay post-filing services and supplies in the amounts contemplated by the Cash Flow Forecast.

9.0 Conclusion and Recommendation

1. Based on the foregoing, the Proposal Trustee respectfully recommends that this Honourable Court make an order granting the relief being sought by the Companies.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS TRUSTEE *IN RE* THE PROPOSAL OF
NILEX INC.
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Alberta
Division No. 01 - Edmonton
Court No. 24-2878531
Estate No. 24-2878531

In the Matter of the Notice of Intention to make a proposal of:

Nilex Inc.

Insolvent Person

KSV RESTRUCTURING INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

October 27, 2022

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: October 27, 2022, 10:45

E-File/Dépôt Electronique

Official Receiver

Canada Place Building, 9700 Jasper Avenue NW, Suite 725, Edmonton, Alberta, Canada, T5J4C3, (877)376-9902

Canada 

Appendix “B”



**First Report to Court of
KSV Restructuring Inc.
as Proposal Trustee of
Nilex Inc.**

October 31, 2022

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Court File No.: _____

COURT OF KING'S BENCH OF ALBERTA**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
NILEX INC.
IN THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA****FIRST REPORT OF KSV RESTRUCTURING INC.
AS PROPOSAL TRUSTEE OF
NILEX INC.****October 31, 2022****1.0 Introduction**

1. This report ("Report") is filed by KSV Restructuring Inc. ("KSV"), in its capacity as proposal trustee (the "Proposal Trustee") in connection with a Notice of Intention to Make a Proposal ("NOI") filed on October 27, 2022 (the "Filing Date") by Nilex Inc. (the "Company") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"). A copy of the certificate of filing issued by the Office of the Superintendent of Bankruptcy is provided in Appendix "A".
2. The principal purpose of this proceeding is to: (a) create a stabilized environment to allow the Company to continue a sale process commenced prior to these proceedings (the "Sale Process") for its business being carried out by Valitas Capital Partners ("Valitas"), an investment banking firm engaged by the Company; (b) provide the Company with the opportunity to complete a going concern transaction that is in the best interests of the Company and its stakeholders; and (c) file a proposal to its creditors.

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) provide background information about the Company;
 - b) summarize the basis on which Canadian Imperial Bank of Commerce ("CIBC"), the Company's principal secured creditor and operating lender, has agreed to fund the Company's operations during these proceedings;
 - c) summarize the status of the Sale Process, including the process carried out by Valitas to-date and the future Sale Process timelines;
 - d) provide information concerning a judgement debt in the amount of \$639,000 owing to Ian Wilson ("Wilson"), a former shareholder, and a Garnishee Summons dated July 21, 2022 (the "Garnishment") filed by Hugh Watt ("Watt"), a former shareholder and judgement creditor in the amount of \$410,178.78, directing the Company's customers to pay funds owing to the Company into the Court of King's Bench of Alberta (the "Court");

- e) discuss the relief sought by the Company to have any funds paid into Court pursuant to the Garnishment be released to the Company forthwith and directing all customers who received the Garnishment who have not yet paid any amounts into Court to pay all such amounts to the Company, as well as all future amounts that may become payable by these customers to the Company;
- f) explain why the Proposal Trustee supports the Company's request for an order expanding the scope of the stay of proceedings in these proceedings as it relates to the terms of supply and service to the Company on a basis consistent with the provisions of the model Initial Order in a proceeding under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA");
- g) summarize a proposed key employee retention plan (the "KERP") for certain of the Company's employees and discuss the Company's request that the terms of the KERP be filed on a confidential basis;
- h) discuss the rationale for the Company seeking approval of the following Court-ordered charges (the "Court-ordered Charges"):
 - i. a charge in the amount of \$350,000 (the "Administration Charge") for the fees and disbursements of the Proposal Trustee, the Proposal Trustee's counsel, Cassels Brock & Blackwell LLP ("CBB"), and the Company's counsel, Blake, Cassels & Graydon LLP ("Blakes");
 - ii. a charge for all post-filing advances (the "Lender Priority Charge") made by CIBC under the Company's existing Credit Agreement dated as of June 1, 2022 (the "CIBC Credit Agreement"), as amended pursuant to the terms of a Forbearance Agreement dated October 17, 2022 (the "Forbearance Agreement");
 - iii. a \$925,000 charge in favour of the directors and officers of the Company (the "D&O Charge"); and
 - iv. a charge in the amount of \$800,000 securing amounts payable under the proposed KERP (the "KERP Charge");
- i) discuss the recommended priority of the Court-ordered Charges;
- j) discuss the Company's request for an extension of the deadline to file a proposal from November 26, 2022 to January 10, 2023;
- k) report on the Company's weekly cash flow projection for the period October 27, 2022 to January 13, 2023 (the "Cash Flow Forecast"); and
- l) recommend that the Court grant the relief sought by the Company.

1.2 Currency

1. Unless otherwise noted, all currency references in this Report are to Canadian dollars.

1.3 Restrictions

1. In preparing this Report, the Proposal Trustee has relied upon unaudited financial information prepared by the Company's representatives, the books and records of the Company and discussions with the Company's representatives. The Proposal Trustee has not performed an audit or otherwise attempted to verify the accuracy or completeness of the financial information relied on in a manner that complies with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own diligence.
2. The Proposal Trustee accepts no responsibility for any reliance placed by any third party on the Company's financial information presented herein. An examination of the Cash Flow Forecast as outlined in the *Chartered Professional Accountants Canada Handbook* has not been performed. Future oriented financial information relied upon in this Report is based upon the Company's assumptions regarding future events; actual results achieved may vary from this information and these variations may be material.

1.4 Court Materials

1. Court materials filed in these proceedings are available on the Proposal Trustee's website at: <https://www.ksvadvisory.com/experience/case/nilex>.

1.5 KSV's Prior Mandate

1. KSV Advisory Inc. ("KSV Advisory")¹, an affiliate of KSV, was most recently engaged by the Company as its financial advisor pursuant to an engagement letter dated December 20, 2021 (the "Engagement Letter"). KSV's primary role since that time has been to, *inter alia*, liaise with the Company and Valitas on the conduct of the Sale Process. KSV's role prior to July 2022 was very limited. KSV was also previously retained by the Company on a limited basis to provide financial advisory services.
2. The Engagement Letter states that KSV's mandate on behalf of the Company terminates if the Company considered it necessary to commence an insolvency process and if KSV was appointed as the court officer in that process.

¹ KSV Advisory was engaged for this advisory mandate. KSV is a wholly-owned subsidiary of KSV Advisory. KSV holds the firm's trustee license and carries out formal insolvency appointments, while KSV Advisory performs advisory mandates.

2.0 Background

1. Fulcrum Capital Partners Inc. (“Fulcrum”) has been the Company’s controlling shareholder since 2013. The Company has been operating in the geosynthetics industry providing civil environmental products and technologies since 1977. The Company provides environmental solutions that are used in road building, erosion and sediment control, water management and containment. The Company also offers conversion and fabrication options, customization of standard products to site and project-specific requirements.
2. The Company's registered office is in Calgary. The Company leases its head office premises in Edmonton. It also operates from four other leased premises located in each of Calgary, Saskatoon, Surrey and Toronto.
3. The Company is the 100% shareholder of Nilex USA Inc. (“Nilex USA”), which operates from leased offices in Utah and Colorado. Nilex USA is not subject to the Company’s NOI proceedings or any other insolvency process. Nilex USA is continuing to operate in the normal course.
4. The Company presently has approximately 70 full-time employees and 44 seasonal employees, which does not include Nilex USA. The Company’s workforce is not unionized. The Company offers its employees a defined contribution pension plan. The Company is current on its contribution obligations to employees.
5. Additional background information about the Company is included in the Affidavit of Jeff Allen, the Company’s Vice President, Finance, sworn October 31, 2022 (the “Affidavit”) filed in support of the Company’s application returnable November 9, 2022, before the Court.

2.1 Financial Difficulties

1. The Company has incurred losses for several consecutive years. Losses have continued in recent years due to the Covid-19 pandemic, rising material costs, supply chain issues and slowdowns in the construction industry. As a result of these and other issues, the Company decided to initiate restructuring proceedings by filing the NOI. Filing the NOI will provide the Company with the stability it requires to advance the Sale Process, with the objective of completing a going-concern sale in the near term. As discussed in Section 4 below, the Sale Process is at an advanced stage and offers are to be submitted on November 8, 2022.
2. A summary of the Company’s financial results² for its fiscal years ended December 31, 2020 and 2021, and the eight months ended August 31, 2022, is presented in the table below.

² Excludes Nilex USA’s results, which follow the same trend and are not material relative to the Company’s results.

(\$000s)	8 months ended August 31, 2022 (unaudited)	Fiscal 2021 (unaudited)	Fiscal 2020 (unaudited)
Sales	33,956	53,459	50,923
Cost of sales	(25,630)	(40,773)	(39,350)
Gross margin	8,325	12,686	11,573
Net loss	(2,006)	(1,837)	(1,748)
Accumulated Deficit	(41,645)	(39,639)	(37,802)

3. As reflected above, the Company has incurred significant and recurring losses since fiscal year 2020. Consistent with the seasonality of the Company's business, operating losses are projected to continue during the fourth quarter of this year and through the first quarter of 2023. The table also reflects that as of August 31, 2022, the Company had an accumulated deficit of approximately \$41.6 million, reflecting a history of recurring losses.
4. The Company's business fluctuates according to activity in the construction industry. Accordingly, it generates most of its sales in the warmer April to October period. Sales are significantly lower during the balance of the year.
5. The Company is facing a liquidity crisis. Absent the commencement of these proceedings, the Company will soon not have funding available to continue to operate in the normal course. CIBC, the Company's operating lender, has agreed to continue to fund the Company's business and operations in accordance with the terms of the Forbearance Agreement while the Company completes the Sale Process.

2.2 Assets

1. Based on the Company's most recent internal financial statements, a summary of the Company's assets as at August 31, 2022 is provided below³.

Description	Book Value (\$000s)
Accounts receivable	12,853
Inventory	10,863
Other assets	300
Fixed assets	851
Intercompany receivable – Nilex USA	5,201 ⁴
Goodwill and intangible assets	3,393
Total	33,461

- Accounts receivable: comprised of amounts owing from customers for completed distribution sales and installation work.
- Inventory: comprised of geotextiles, geogrids, liners, paving products, erosion and sedimentary control products and other related materials.
- Other assets: comprised of deposits and prepaid expenses.

³ The book values presented below exclude Nilex USA as it is not subject to these proceedings.

⁴ See footnote 7.

- Fixed assets: comprised of furniture, factory equipment/racking, leasehold improvements, computer equipment and software.
- Intercompany receivable: the Company is the largest unsecured creditor of Nilex USA, representing approximately 80% of Nilex USA's unsecured creditor obligations.
- Goodwill and intangible assets: includes the Company's intellectual property.

2.3 Liabilities

2.3.1 CIBC

1. CIBC is the Company's operating lender. CIBC is presently owed approximately \$17.85 million, comprised of approximately \$15.35 million under the CIBC Credit Agreement and \$2.5 million under the business credit availability program ("BCAP"). Interest and costs continue to accrue on both facilities.
2. The Company is in default of the CIBC Credit Agreement. On September 15, 2022, CIBC issued a demand and a notice of intention to enforce security under section 244 of the BIA. On October 17, 2022, the Company and CIBC entered into the Forbearance Agreement.
3. The Forbearance Agreement requires that if the Company determines it is necessary to commence an insolvency process: a) CIBC will be treated as an "unaffected creditor" in the Company's NOI proceedings; b) the Sale Process will have the milestones and deadlines detailed in Section 4 of this Report; and c) CIBC will provide funding to the Company, conditional upon, among other things, the Court granting the Lender Priority Charge for any post-filing advances and CIBC's ability to apply post-filing collections against its pre-filing debt.
4. In advance of these proceedings, the Proposal Trustee instructed its legal counsel, CBB, to provide an opinion on the validity and enforceability of CIBC's security. CBB's opinion dated October 29, 2022, which addresses the laws of Alberta, British Columbia and Ontario⁵ provides that, subject to the customary assumptions and qualifications contained therein, the security granted to CIBC is valid and enforceable. A copy of the security opinion can be made available to the Court upon request.
5. The security opinion was prepared prior to these proceedings as the CIBC Credit Agreement and the Company's existing cash management system requires the Company's accounts receivable collections to be swept daily and applied against the CIBC debt. The Forbearance Agreement requires that process to continue during these proceedings, with post-filing receipts against the Company's pre-filing debt.

2.3.2 Fulcrum

1. Fulcrum is also a secured creditor of the Company. Based on the Company's internally prepared balance sheet, Fulcrum was owed approximately \$44.9 million as at August 31, 2022, plus interest and costs which continue to accrue.

⁵ CBB's opinion also notes that CIBC's security is registered in Saskatchewan as well.

2. CBB reviewed Fulcrum’s security documents and security registrations and issued an opinion dated October 30, 2022, which addresses the laws of Alberta, British Columbia and Ontario⁶ providing that, subject to the customary assumptions and qualifications contained therein, the security granted to Fulcrum is valid and enforceable. A copy of the security opinion can be made available to the Court upon request.

2.3.3 Other Secured Creditors

1. Searches as of October 28, 2022 of the personal property security registry in Alberta as against the Company also show registrations in favour of certain vehicle financiers, being Element Fleet Management Inc., Foss National Leasing and Leavitt Machinery Canada Inc. Foss National Leasing has also made registrations in the British Columbia and Ontario personal property security registries.

2.3.4 Unsecured Creditors

1. According to the Company’s books and records, amounts owing to suppliers and service providers (excluding off-balance sheet obligations, such as employee and landlord claims) at the Filing Date totaled approximately \$12.2 million.
2. The Company’s preliminary list of creditors was filed with its NOI statutory documents and is available on the Proposal Trustee’s website.

3.0 Nilex USA

1. Nilex USA is not subject to these proceedings nor is it subject to any insolvency proceedings. Nilex USA operates from leased locations in Utah and Colorado. Nilex USA is a much smaller business than the Company. Its sales for the eight-months ending August 31, 2022 were US\$3.55 million. Its summarized balance sheet as at August 31, 2022 is provided below.

Description	Book Value (US\$000s)
Cash	663
Accounts receivable	429
Inventory	1,335
Fixed assets	44
Other assets	40
Total Assets	2,511
Accounts payable	1,090
Intercompany payable – Nilex Inc.	3,962 ⁷
Other current liabilities	122
Long-term debt	2
Total Liabilities	5,175
Equity	2,664
Total Liabilities & Equity	2,511

⁶ CBB’s opinion also notes that Fulcrum’s security is registered in Saskatchewan as well.

⁷ The difference between this amount and the amount shown in the Company’s balance sheet is due to foreign exchange.

2. As evidenced by the table above, the Company is the largest unsecured creditor of Nilex USA. CIBC also has security over the business and assets of Nilex USA.

4.0 Sale Process

1. On October 6, 2021, the Company engaged Valitas to conduct the Sale Process. A summary of the Sale Process to-date is provided below:
 - Valitas compiled a comprehensive list of over 400 prospective purchasers based on geography and industry;
 - Valitas selected 16 of the prospective purchasers as strong acquisition candidates based on, *inter alia*, strategic fit. Nine of these parties confirmed their interest in the opportunity; and
 - the nine prospective purchasers, plus three additional strategic parties, performed due diligence, including reviewing the confidential information memorandum prepared by Valitas and information made available in a virtual data room. A subset of the prospective purchasers has also conducted site visits and attended management meetings.
2. Valitas initially requested that prospective purchasers submit non-binding letters of intent in March 2022; however, none of the offers received were acceptable to the Company. At the time, the Company forecasted improved results for the balance of 2022 and the Company believed that going back to prospective purchasers later in the year would result in a higher purchase price based on the forecasted improved results. Ultimately, the forecasted results did not materialize.
3. In August 2022, Valitas re-engaged with prospective purchasers and since that time has facilitated their due diligence. Valitas provided interested parties with a template term sheet to be used as the basis for submitting non-binding letters of intent. Several non-binding letters of intent were submitted in late September 2022.
4. On or around October 8, 2022, Valitas sent interested parties a process letter, which sets out the process timelines (the "Process Letter"). The Process Letter, a copy of which is attached as Appendix "B", *inter alia*:
 - a) requires interested parties to submit binding offers by no later than 3:00 pm (Mountain Time) on November 8, 2022 (the "Bid Deadline") in the form of a template asset purchase agreement which has been uploaded to the data room (the "Template APA"); and
 - b) indicates that the Company's objective is to enter into a binding agreement of purchase and sale (the "Purchase Agreement") by no later than November 15, 2022.
5. The Proposal Trustee understands that prospective purchasers are performing further due diligence and that Valitas and the Company believe that several offers will be submitted on the Bid Deadline.

- The Forbearance Agreement establishes the following Sale Process milestones if the Company determined it was necessary to commence an insolvency process.

Milestone	Deadline
Selection of Successful Bidder/Bid Deadline	November 8, 2022
Execution of the Purchase Agreement	November 15, 2022
Sale Approval Order	November 25, 2022
Closing	November 30, 2022

- The Proposal Trustee believes that it is in the best interest of the Company and its stakeholders to complete the Sale Process and supports the Company's request that the Sale Process be continued in the NOI proceedings according to the timelines above. The Proposal Trustee believes that there is a strong likelihood that a value maximizing transaction can be completed in the near term as a result of the Sale Process, and that the transaction will provide the opportunity to preserve jobs for a significant number of the Company's employees.

5.0 Stay of Proceedings

- In order to provide the Company with the greatest opportunity to successfully complete a going-concern transaction, the Company needs to operate without disruption during these proceedings. The orderly operation of the business will be facilitated by incorporating into the requested order the enhanced stay provisions from the model Initial Order issued in a CCAA proceeding as they relate to requiring suppliers and service providers to continue to provide goods and services without disruption, provided they are not required to do so on credit. The stay of proceedings under the Initial Order is significantly broader than the statutory stay of proceedings in proposal/NOI processes under the BIA.
- The relief sought is in the spirit of stabilizing the Company's operations and allowing it the greatest opportunity to preserve normal course operations during the NOI proceedings. Any supply disruptions would impair the Company's ability to continue to operate in the normal course and, potentially, the prospect of completing a going-concern transaction. Accordingly, the Proposal Trustee believes that expanding the scope of the stay of proceedings is appropriate as the continued operation of the Company will assist it to achieve its objectives in these proceedings.

6.0 Garnishment Proceedings

- Watt is a former shareholder of the Company. He is owed \$410,178.78, plus post-judgment interest. Watt received a judgement for this amount on March 21, 2022 pursuant to an order enforcing an arbitration award.
- Another former shareholder, Wilson, is owed approximately \$639,000 and received a consent judgement order dated June 2, 2022. As of the date of this Report, the Proposal Trustee does not believe that Wilson has taken any enforcement steps.

3. On July 21, 2022, Watt took steps to recover on his claim by issuing a Garnishee Summons in respect of any amounts to be paid to the Company by five of its customers (the “Garnishee Customers”). The Garnishee Summons was also served on CIBC. Since that time:
 - a) by letter dated August 8, 2022, CIBC’s legal counsel responded to Watt advising, *inter alia*, that while the Company maintains bank accounts with CIBC, there are no positive balances available to satisfy the Garnishee claim;
 - b) as at the date of this Report, certain Garnishee Customers, have paid approximately \$681,000 into Court;
 - c) on September 30, 2022, October 7, 2022 and October 21, 2022, the Court issued notices that it would be distributing to Watt and Wilson a portion of the funds that have been paid into Court, subject to receiving objections in connection with the proposed distributions within 15 days; and
 - d) CIBC filed objections to the proposed distributions and, on October 26, 2022, CIBC filed an application seeking a direction to the Clerk of the Court to release and distribute to CIBC the funds that have been paid into Court and any additional funds that may be paid into Court pursuant to the Garnishment.
4. Copies of the above noted notices, CIBC’s application and other correspondence are attached to the Affidavit.
5. CIBC takes the position that the amounts owing from the Garnishee Customers to the Company are subject to CIBC’s security.
6. As at the date of this Report, the Proposal Trustee understands that the funds paid into Court by the Garnishee Customers total approximately \$681,000. The Proposal Trustee supports the Company’s application for an order directing any funds paid into Court pursuant to the Garnishment be released to the Company forthwith and directing that the Garnishee Customers pay to the Company any amounts owing to the Company for the following reasons:
 - a) in light of the commencement of the Company’s NOI proceedings, the steps taken by Watt vis-à-vis the Garnishment are stayed;
 - b) the Proposal Trustee understands that the Company’s accounts receivable owing from the Garnishee Customers are subject to CIBC’s first ranking security interest;
 - c) the relief sought preserves Watt’s ability to bring an application in these proceedings asserting entitlement or priority over amounts owing from the Garnishee Customers (or other proceeds available for distribution), or he can respond to a distribution application when such application is brought in these proceedings; and
 - d) the issuance of the Garnishment caused CIBC to place an availability block against the Company’s borrowing base (i.e., in an amount equivalent to the total judgement debt owing to Watt and Wilson). The relief sought should facilitate the removal of the availability block and collection of the amounts paid into Court and the accounts receivable subject to the Garnishment will improve the Company’s liquidity during these proceedings.

7. The Proposal Trustee understands that the Company will be serving Watt, Wilson and the Garnishee Customers with its application materials in support of the November 9, 2022 application.

7.0 KERP

1. The KERP was developed by the Company, in consultation with KSV. The beneficiaries of the KERP (the “KERP Employees”) are provided in Confidential Appendix “1”. Further details concerning the terms of the KERP are also provided in Confidential Appendix “1”.
2. For certain KERP Employees, a portion of the KERP is to be paid as a “stay bonus”. For other employees, their KERP entitlement is based on the outcome of the SISP and recoveries to CIBC.
3. The Company is seeking approval of the KERP and a corresponding KERP Charge in the amount of \$800,000. The KERP Charge is discussed in greater detail in Section 9.4 below.
4. The KERP Employees have been identified as individuals integral to the ongoing orderly conduct of the operations of the business and the Sale Process. KSV has worked closely with certain of these individuals since first being retained in December 2021. The KERP is intended to incentivize the KERP Employees to assist the Company with its restructuring efforts throughout its restructuring proceedings.
5. The Proposal Trustee supports the KERP for the following reasons:
 - a) the continued involvement and cooperation of the KERP Employees is critical to the overall success of this proceeding;
 - b) the Proposal Trustee believes the KERP will assist the Company to retain the KERP Employees, which is in the interest of stakeholders;
 - c) in the Proposal Trustee’s view, the amounts payable under the KERP are reasonable in the circumstances;
 - d) the involvement of the KERP Employees should assist to reduce professional fees, particularly as it relates to the Proposal Trustee’s involvement in the Sale Process and operational matters; and
 - e) CIBC and Fulcrum have advised that they do not oppose the terms of the KERP.

7.1 Sealing

1. The Company is requesting an order sealing Confidential Appendix “1”, which addresses the terms of the KERP. Confidential Appendix “1” includes personal, identifiable and commercially sensitive information, including the identity and proposed compensation of the KERP Employees.
2. The Proposal Trustee believes it is appropriate to seal Confidential Appendix “1”. The sealing of this type of commercially sensitive and personal information is typical in insolvency proceedings to avoid disruption to the debtor company and to protect the privacy of the KERP Employees. The Proposal Trustee does not believe that any stakeholder will be prejudiced if the KERP information contained in Confidential Appendix “1” is sealed.

8.0 Cash Flow

1. Pursuant to the BIA, the Company is required to prepare a cash flow forecast for the stay extension period. The Cash Flow Forecast for the period ending January 13, 2023 (the "Period"), together with Management's Report on the Cash-Flow Statement as required by subsection 50.4(2)(c) of the BIA, is provided in Appendix "C".
2. The Cash Flow Forecast was prepared by the Company with the assistance of the Proposal Trustee. The Company's receipts during the Period are comprised of accounts receivable collections. Projected disbursements are primarily for payroll and benefits, occupancy costs and other operating expenses, inventory purchases (forecasted to be paid on a COD-basis) and professional fees.
3. The Cash Flow Forecast reflects that the Company is projected to remain in compliance with the financial covenants prescribed in the Forbearance Agreement. CIBC is prepared to provide funding under the CIBC Credit Agreement, as set out in the Cash Flow Forecast, provided that all post-filing advances, and related fees, expenses and interest, are secured under the Lender Priority Charge.
4. Based on the Proposal Trustee's review of the Cash Flow Forecast, there are no material assumptions which seem unreasonable. The Proposal Trustee's Report on the Company's Cash Flow Statement as required by subsection 50.4(2)(b) of the BIA is attached as Appendix "D".

9.0 Court Ordered Charges

9.1 Administration Charge

1. The Company is seeking an Administration Charge of \$350,000 in respect of the fees and disbursements of the Proposal Trustee, its counsel and the Company's counsel. An Administration Charge is a standard feature of restructuring proceedings and is appropriate, in the Proposal Trustee's view, given the Company's illiquidity.
2. The Administration Charge is required in these proceedings as the professionals retained have not been paid retainers.
3. The Proposal Trustee understands that CIBC and Fulcrum do not oppose the amount or priority of the Administration Charge. All other registered secured creditors, as well as Canada Revenue Agency, will be given notice of the application for this charge and those mentioned below.

9.2 Lender Priority Charge

1. As a condition to the Forbearance Agreement, CIBC agreed to continue to provide funding to the Company under the CIBC Credit Agreement provided that the aggregate of any and all advances made on or after the Filing Date and all interest and other fees and costs accruing after the Filing Date shall be secured by the Lender Priority Charge, which security and charge shall rank in priority to every other claim, lien and security interest against the Company, other than the Administration Charge.
2. Pursuant to the terms of the Forbearance Agreement, CIBC will apply post-filing receipts against the Company's pre-filing debt and new advances by CIBC to the Company during these proceedings will be secured under the Lender Priority Charge.

3. The Proposal Trustee believes the creation of the Lender Priority Charge is reasonable and appropriate in the circumstances as the Company would not be able to continue to operate without funding under the CIBC Credit Agreement and no commercially reasonable lender can be expected to provide the financing urgently required by the Company on a subordinate basis to existing obligations.

9.3 D&O Charge

1. The Proposal Trustee understands that the Company is current on all pre-filing obligations for which directors may be personally liable, including payroll obligations and sales taxes. The Cash Flow Forecast contemplates that all such amounts will continue to be paid in the ordinary course and the Company is projected to have sufficient liquidity to do so provided the Lender Priority Charge is granted. The proposed D&O Charge provides protection for the directors and officers if the Company fails to pay certain obligations which may give rise to liability for directors and officers.
2. In these proceedings, the main risk of directors' and officers' exposure is unpaid payroll, accrued vacation pay and sales taxes. Payroll presently totals approximately \$400,000 per pay period (every two weeks), accrued vacation pay presently totals approximately \$200,000 and monthly sales tax obligations are estimated to total approximately \$325,000. The D&O Charge of \$925,000 is intended to cover one payroll cycle, including source deductions, the vacation pay obligation and one monthly sales tax remittance.
3. The directors and officers shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, to the extent such coverage is insufficient to pay an indemnified amount as described above, or to the extent that such coverage is denied by the insurance provider.
4. The D&O Charge is proposed to rank in priority to every other claim, lien and security interest against the Company, other than the Administration Charge and the Lender Priority Charge.
5. The Proposal Trustee is of the view that the D&O Charge is reasonable in the circumstances and that the continued involvement of the directors and officers is beneficial to the Company, its stakeholders, and these proceedings.

9.4 KERP Charge

1. The KERP was developed by the Company, in consultation with the Proposal Trustee. The KERP is for seven of the Company's employees (the "KERP Employees").
2. The KERP is comprised of "stay bonuses" and, in some cases, a variable component based on the results of the Sale Process. The maximum amount payable to all KERP Employees is \$800,000.
3. The Company is seeking approval of the KERP and the creation of the corresponding KERP Charge in the amount of \$800,000.
4. Subject to the terms of the KERP as described in Confidential Appendix "1", the KERP Charge is proposed to rank in priority to every other claim, lien and security interest against the Company, other than the Administration Charge, the Lender Priority Charge and the D&O Charge.

9.5 Priority Court Ordered Charges

1. The proposed priority of the Court ordered charges is as follows:
 - a) Administration Charge (\$350,000);
 - b) Lender Priority Charge (\$20 million plus interest, fees and expenses);
 - c) D&O Charge (\$925,000); and
 - d) KERP Charge (\$800,000).

10.0 Company's Request for an Extension

1. The Company is seeking an extension of the time required to file a proposal from November 26, 2022 to January 10, 2023. The Proposal Trustee supports the extension request for the following reasons:
 - a) the Company is acting in good faith and with due diligence;
 - b) the extension will enhance the likelihood of the Company being able to make a viable proposal to its creditors;
 - c) the extension should not adversely affect or prejudice any group of creditors as the Company is projected to have funding to pay post-filing services and supplies in the amounts contemplated by the Cash Flow Forecast; and
 - d) it will provide the Company the additional time it requires to further advance its restructuring and complete the Sale Process, which is in the interest of all stakeholders.

11.0 Conclusion and Recommendation

1. Based on the foregoing, the Proposal Trustee respectfully recommends that this Honourable Court make an order granting the relief being sought by the Company.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS TRUSTEE *IN RE* THE PROPOSAL OF
NILEX INC.
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “C”



Valitas Capital Partners Inc.
100 King Street West, Suite 5600, Toronto, Ontario M5X 1C9
www.valitascapital.com

Reply to:
Paris Aden, (416) 556-0887
paris.aden@valitascapital.com

BY EMAIL, STRICTLY CONFIDENTIAL

October 8th, 2022

Dear ,

Re: Nilex Inc. and Nilex USA Inc. (jointly, the “Company”)

As you know, Valitas Capital Partners (“Valitas”) has been retained by the Company to conduct a sale process for its business. We appreciate the time and effort you have taken to perform due diligence and participate in the process thus far.

Based on interest to date, Valitas and the Company are of the view that it is important to ensure all parties are working to uniform timelines and with the same level of information. Accordingly, the Company, through Valitas, is requesting that all interested parties submit firm and binding offers by no later than 3:00 pm (Mountain Time) on November 8, 2022 (the “Bid Deadline”), using the form of template asset purchase agreement that has now been uploaded to the Company’s data room (the “Template APA”). When submitting your offer, please provide a blackline comparing all changes from your form of offer as against the Template APA so that Valitas and the Company can identify all changes to the Template APA. The principal criteria for selection of the best offer will be the purchase price, conditions, time to closing, and benefits to the Company’s stakeholders, such as employees. Bidders are strongly encouraged to minimize the conditionality of their offers.

The Company’s objective is to enter into a binding agreement of purchase and sale by no later than November 15, 2022.

We have previously uploaded a transition services agreement (the “TSA”) to the data room. To the extent that you require more time to perform due diligence at the time you submit your offer, for example, to determine which employees you wish to offer employment or which locations you wish to lease, we strongly recommend that you mark up the TSA and submit it with your offer.

Valitas and the Company will continue to assist you to perform due diligence until the Bid Deadline. At all times your participation in this process and all information provided to you remain subject to the terms of the non-disclosure agreement you have entered into with the Company. If you have any

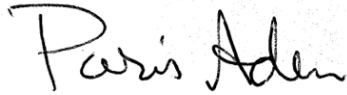
Valitas Capital Partners Inc.

questions concerning the process or require any assistance with your due diligence, kindly contact me at your earliest convenience.

We look forward to your continued participation in the process and to receipt of your offer.

Sincerely,

VALITAS CAPITAL PARTNERS INC.

A handwritten signature in black ink that reads "Paris Aden". The signature is written in a cursive, flowing style.

Paris Aden, Partner

Appendix “D”

NILEX INC.
and
NILEX USA INC.
and
TERRAFIX GEOSYNTHETICS INC.
and
HANES COMPANIES, INC.

ASSET PURCHASE AGREEMENT

November 18, 2022

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of the 18th day of November, 2022.

BETWEEN:

NILEX INC., AMALGAMATED UNDER THE LAWS OF THE PROVINCE OF ALBERTA
(“**Nilex Canada**”)

- and –

NILEX USA INC., INCORPORATED UNDER THE LAWS OF THE STATE OF COLORADO

(“**Nilex USA**”, and collectively with Nilex Canada, the “**Vendors**”)

- and -

TERRAFIX GEOSYNTHETICS INC., A CORPORATION FORMED UNDER THE LAWS OF THE PROVINCE OF ONTARIO

(the “**Canadian Purchaser**”)

-and-

HANES COMPANIES, INC., A CORPORATION FORMED UNDER THE LAWS OF THE STATE OF NORTH CAROLINA

(the “**US Purchaser**” and, together with the Canadian Purchaser, the “**Purchasers**”)

WHEREAS:

- A. The Vendors operate companies which distribute geosynthetic materials and civil environmental products and technologies and provide related services and support (the “**Business**”);
- B. On October 27, 2022, Nilex Canada commenced proceedings (the “**Nilex Canada Proposal Proceedings**”) under Section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) by filing a Notice of Intention to Make a Proposal under Division I of Part III of the BIA with the official receiver;
- C. Nilex USA intends to commence proceedings (the “**Nilex USA Proposal Proceedings**”) under Section 50.4(1) of the BIA by filing a Notice of Intention to Make a Proposal under Division I of Part III of the BIA with the official receiver;
- D. KSV Restructuring Inc. has consented to act as proposal trustee (the “**Proposal Trustee**”) of the Vendors in the Nilex Canada Proposal Proceedings and the Nilex USA Proposal Proceedings (collectively, the “**Proposal Proceedings**”) and as the foreign representative for the Vendors in the Chapter 15 Proceedings;

- E. On November 25, 2022, the Vendors intend to seek authorization from the Court: (i) for the procedural consolidation of the Proposal Proceedings; and (ii) for the Vendors or the Proposal Trustee to apply for recognition of the Proposal Proceedings, including, without limitation, to apply for an order under Chapter 15 of the United States Bankruptcy Code (the “**US Bankruptcy Code**”), including an order for recognition of the Proposal Proceedings as “foreign main” proceedings in the United States of America (“**Chapter 15 Relief**”) in respect of which the Vendors or the Proposal Trustee shall be the foreign representative of the Vendors;
- F. The Vendors intend to seek the Chapter 15 Relief (the “**Chapter 15 Proceedings**”) in the United States Bankruptcy Court: District of Colorado (“**US Court**”) under the US Bankruptcy Code, including recognition of the Proposal Proceedings and recognition of the Sale Approval and Vesting Order in the US Court in respect Nilex USA, promptly following the application before the Court on November 25, 2022; and
- G. The Purchasers, subject to Court Approval, have agreed to purchase and acquire, and the Vendors have agreed to sell, transfer and assign to the Purchasers, all of the right, title and interest of the Vendors to the Purchased Assets and Assumed Liabilities, on the terms and conditions set forth herein.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party to the other, the Parties agree as follows.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, the following words and terms shall have the meaning set forth below:

- (a) “**Accounts Receivable**” means, with respect to the Vendors and without duplication, all accounts receivable, trade receivables, bills receivable, trade accounts, book debts, notes receivables, rebates, refunds (excluding tax refunds), customer credits and overpayments and other receivables of the Vendors, including as more particularly listed and described in Schedule 1.1(a), whether current or overdue, together with all interests accrued on such items, other than those Accounts Receivable identified in Schedule 1.1(a) as Excluded Accounts Receivable;
- (b) “**Accrued Vacations**” means the total amount of all accumulated and unpaid vacation in respect of Transferred Employees at the Closing Date, including banked days and sick days;
- (c) “**Affiliate**” means, with respect to any Person, any other Person or group of Persons acting in concert, directly or indirectly, that controls, is controlled by or is under common control with such Person and the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person whether through ownership of more than fifty percent (50%) of the voting securities of such Person, through being the general partner or trustee of the other Person, or through contract or otherwise;

- (d) **“Agreement”** means this asset purchase agreement and all Schedules and Exhibits attached hereto, as they may be amended, restated or supplemented from time to time in accordance with the terms hereof;
- (e) **“Allocation Statement”** has the meaning ascribed to that term in Section 3.4;
- (f) **“Applicable Law”** means, in respect of any Person, assets, transaction, event or circumstance:
 - (i) statutes (including regulations or rules enacted thereunder);
 - (ii) judgments, decrees and orders of courts of competent jurisdiction;
 - (iii) regulations, orders, ordinances and directives issued by Governmental Authorities; and
 - (iv) the terms and conditions of all Permits, licenses, approvals and authorizations, which are applicable to such Person, asset, transaction, event or circumstance;
- (g) **“Applicable Privacy Law”** means all Applicable Law relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including the *Personal Information Protection and Electronic Documents Act* (Canada), and/or any comparable provincial law such as the *Personal Information Protection Act* (Alberta);
- (h) **“Applicable Transaction”** has the meaning ascribed to that term in Section 7.1;
- (i) **“ASPE”** means the Accounting Standards for Private Enterprises generally accepted in Canada from time to time and approved by the Chartered Professional Accountants of Canada as at the date on which such principles are to be applied or on which any calculation or determination is required to be made in accordance with generally accepted accounting principles;
- (j) **“Assignment and Assumption Agreement”** means an assignment and assumption agreement, substantially in the form attached hereto as Exhibit C evidencing the assignment to the applicable Purchaser of the applicable Vendor’s interest in, to and under the Assumed Contracts and the assumption by the applicable Purchaser of all the Assumed Liabilities under or in respect of the Assumed Contracts;
- (k) **“Assignment Order”** means an order of the Court issued under the BIA, in form and substance satisfactory to the Parties, acting reasonably, assigning the applicable Vendor’s right, benefit and interest in and to the Assumed Contracts to the applicable Purchaser, which order may form part of the Assignment Order;
- (l) **“Assumed Contracts”** means all Contracts and other legally binding commitments or arrangements of the Vendors which are listed and described in 1.1(l) (but excluding any Unassignable Contracts);
- (m) **“Assumed Liabilities”** has the meaning ascribed to that term in Section 2.3(a);

- (n) **“Base Price”** has the meaning ascribed to that term in Section 3.1(a);
- (o) **“BIA”** has the meaning ascribed to that term in Recital B;
- (p) **“Books and Records”** means all of the Vendors’ books and records in its possession at the Closing Date relating to the Purchased Assets, including all technical and Business records, all contracts, licenses, approvals, warranties, manuals, accounting records, copies of insurance policies (excluding copies of insurance policies relating to directors’ and officers’ insurance), maintenance and usage logs related to the Purchased Assets, all programs and procedures of the Vendors related to their maintenance, usage, or operations and all Data Room Information related to the ownership, operation or conduct of the Purchased Assets and the Business whether in hard copy or electronic format;
- (q) **“Business”** has the meaning ascribed to that term in Recital A;
- (r) **“Business Day”** means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Calgary, Alberta are not open for the transaction of domestic business during normal banking hours;
- (s) **“Canadian Closing”** means the completion, on the applicable Closing Date, of the purchase by the Canadian Purchaser and sale by Nilex Canada of all right, title, estate and interest of Nilex Canada in and to the applicable Purchased Assets and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such sale, all subject to and in accordance with the terms and conditions of this Agreement;
- (t) **“Canadian Purchase Price”** has the meaning ascribed to that term in Section 3.1;
- (u) **“Claim”** means any right or claim of any Person that may be asserted or made, in whole or in part, against any Vendor and its directors, officers, employees, agents or advisors, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, including any right of offset, setoff or recoupment and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the BIA or under the US Bankruptcy Code had the applicable Vendor become bankrupt;
- (v) **“Closing”** means the Canadian Closing and the US Closing, as applicable;

- (w) **“Closing Date”** means:
 - (i) in respect of the Canadian Closing, the date that is the later of: (i) three (3) Business Days following the later of the receipt by Nilex Canada of the Sale Approval and Vesting Order; and (ii) such other Business Day as the Parties may agree in writing; and
 - (ii) in respect of the US Closing, the date that is the later of: (i) three (3) Business Days following the later of the receipt by Nilex USA of the Vesting Recognition Order; and (ii) such other Business Day as the Parties may agree in writing;
- (x) **“Closing Payment”** has the meaning ascribed to that term in Section 3.3(b);
- (y) **“Closing Time”** means 10:00 a.m. (prevailing Calgary, Alberta time) on the Closing Date or such other date and time as the Parties may agree in writing that the Closing shall take place;
- (z) **“Consequential Damages”** has the meaning ascribed to that term in Section 11.5;
- (aa) **“Contracts”** means all contracts, agreements, leases, understandings and arrangements (whether oral or written) related to the Business to which a Vendor or an Affiliate of a Vendor are a party or by which a Vendor or an Affiliate or any of the Purchased Assets is bound or under which a Vendor or an Affiliate have rights;
- (bb) **“Court”** means the Court of King’s Bench of Alberta, Judicial District of Edmonton;
- (cc) **“Court Approval”** means, in respect of each Closing, the approval of the Transaction by the Court or the US Court, as applicable;
- (dd) **“Cure Costs”** means all amounts, costs and expenses required to be paid to remedy all of the Vendors’ monetary defaults in relation to the Assumed Contracts;
- (ee) **“Data Room Information”** means all information made available by the Vendors for the Purchasers’ review in electronic form in an online data room in relation to the Vendors and/or the Purchased Assets;
- (ff) **“De Minimis Threshold”** has the meaning ascribed to that term in Section 4.2(c);
- (gg) **“Delivery Location”** has the meaning ascribed to that term in Section 6.4(a);
- (hh) **“Deposit”** has the meaning ascribed to that term in Section 3.2(a);
- (ii) **“Effective Time”** means 12:01 a.m. (prevailing Calgary, Alberta time) on the applicable Closing Date;
- (jj) **“Employees”** means all individuals employed by a Vendor as at the Effective Time who provide their services mainly in relation to the Business;
- (kk) **“Encumbrances”** means any liens, security interests, encumbrances, claims, charges, hypothecations, pledges, trusts or deemed trusts (whether contractual, statutory or otherwise), assignments, judgments, executions, writs of seizure or

execution, notices of sale, levies, mortgages, adverse Claims, restrictions on transfers of title, reservations of title, options, rights of first refusal or other preemptive interests or rights (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, (iii) any claim based on any theory that either Purchaser is a successor, mere continuation, merger, consolidation, de facto merger, or continuation of either Vendor's Business, and (iv) any leasehold interest, license or other right, in favor of a Third Party or a Vendor, to use any portion of the Purchased Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown) whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise;

- (ll) **"Environment"** means the components of the earth and includes ambient air, land, surface and sub-surface strata, groundwater, surface water, all layers of the atmosphere, all organic and inorganic matter and living organisms, and the interacting natural systems that include such components; and **"Environmental"** means relating to or in respect of the Environment;
- (mm) **"Equipment"** means, collectively, all of the equipment, motor vehicles, rolling stock, implements, tools, furniture and other similar tangible personal property of the Vendors and the Leased Equipment, including as more particularly listed and described in Part I of Schedule 1.1(mm);
- (nn) **"Excluded Accounts Receivable"** means those Accounts Receivable identified in Schedule 1.1(a) as Excluded Accounts Receivable;
- (oo) **"Excluded Assets"** means:
 - (i) all shares of capital stock or other equity interests of the Vendors;
 - (ii) all policies of insurance or assurance (including directors' and officers' insurance and claims against insurance and insurance settlements), except for the right to receive the proceeds of insurance in respect of Purchased Assets and all books and records related thereto which shall not constitute Excluded Assets;
 - (iii) the Purchase Price;
 - (iv) all rights to receive a refund of and/or credit in respect of, Taxes paid by or on behalf of a Vendor;
 - (v) the general ledger, financial statements, accounting and Tax records, minute books, corporate seal, taxpayer and other identification numbers and other corporate records of the Vendors relating to the organization, maintenance and existence of the Vendors; however, the Purchasers shall be provided with copies of all such documents that pertain to the Business;

- (vi) any Books and Records that a Vendor is required by Applicable Law to retain in its possession, provided however, the Purchasers shall be provided with copies of all such Books and Records that pertain to the Business;
 - (vii) any cash collateral securing letters of credit;
 - (viii) all cash, cash equivalents, deposits and bank accounts;
 - (ix) the Excluded Contracts, if any;
 - (x) the excluded assets and excluded Inventory, if any, as set forth in and described Schedule 1.1(o);
 - (xi) all agreements, Contracts, documents or data to the extent that they are owned or licensed by a Third Party with prohibitions in respect of the deliverability or disclosure by a Vendor to an assignee, transferee or purchaser;
 - (xii) the rights of the Vendors under this Agreement or any other agreement, certificate or instrument executed and delivered pursuant to this Agreement; and
 - (xiii) such other assets as the Purchasers may exclude pursuant to Section 2.2(b);
- (pp) **“Excluded Contracts”** means all Contracts which are not Assumed Contracts and all Unassignable Contracts for which a Vendor concludes, acting reasonably, that any such Unassignable Contracts cannot be assigned under any circumstances and provides written notice of such Unassignable Contracts to the applicable Purchaser pursuant to Section 2.4(a);
- (qq) **“Excluded Liabilities”** has the meaning ascribed to that term in Section 2.3(b);
- (rr) **“Final Order”** means an order of the Court or the US Court, as applicable, that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal) and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied;
- (ss) **“Final Statement of Adjustments”** has the meaning ascribed to that term in Section 4.3(b);

- (tt) **“General Conveyance”** means a bill of sale and general conveyance, substantially in the form attached hereto as Exhibit D, evidencing the conveyance to the applicable Purchaser of the applicable Vendor’s right, title and interest in and to the Purchased Assets and the assumption by the applicable Purchaser of the Assumed Liabilities;
- (uu) **“Governmental Authority”** means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court or the US Court, as applicable) or other agency exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Purchased Assets or the Transaction;
- (vv) **“Governmental Order”** means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority;
- (ww) **“GST/HST”** means the goods and services tax/harmonized sales tax levied under the *Excise Tax Act* (Canada) and the regulations thereto, as amended from time to time; and **“GST/HST Legislation”** means such act and regulations collectively;
- (xx) **“Income Tax Act”** means, collectively, the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supplement), the *Income Tax Application Rules*, R.S.C. 1985, c.2 (5th Supplement) and the *Income Tax Regulations*, C.R.C., c. 945, in each case as amended to the date hereof;
- (yy) **“Intellectual Property”** means the Intellectual Property Rights of the Vendors or the Business existing as of the Closing Date, whether or not registrable, patentable or otherwise formally protectable, and whether or not registered, patented, otherwise formally protected or the subject of a pending application for registration, patent or any other formal protection, including all such, inventions, works, designs, know-how, safety and operational statistics and audits; together with the intellectual property (including the trademarks and all goodwill arising from the use thereof) as more particularly listed and described in Schedule 1.1(yy));
- (zz) **“Intellectual Property Rights”** means any right or protection existing from time to time in a specific jurisdiction, whether registered or not, under any patent law or other invention or discovery law, copyright law, industrial designs, performance or moral rights law, trade-secret law, confidential information law, plant breeders law, integrated circuit topography law, semi-conductor chip protection law or other similar laws and includes legislation by competent Governmental Authorities and judicial decisions under common law or equity;
- (aaa) **“Interim Statement of Adjustments”** has the meaning ascribed to that term in Section 4.3(a);
- (bbb) **“Internal Revenue Code”** means the Internal Revenue Code of 1986, as amended;
- (ccc) **“Inventory”** means all tangible personal property, substances and consumable goods of any kind or nature (other than the Equipment) owned by the Vendors

including all materials, supplies, tooling, spare parts, service parts, pipes, tubing and accessories (including those in possession of suppliers, customers and other Third Parties) including all such items listed and described in Schedule 1.1(ccc);

- (ddd) **“Knowledge of the Company”** or any other similar knowledge qualification relating to the Vendors’ awareness, means the actual knowledge of Trevor Derksen and Jeff Allen;
- (eee) **“Leased Equipment”** means the Vendors’ interest, to the extent it is assignable, in all equipment, motor vehicles, rolling stock, implements, tools, furniture and other similar tangible personal property which is leased by the Vendors from a Third Party or a Purchaser including as more particularly listed and described in Schedule 1.1(ddd);
- (fff) **“Legal Proceeding”** means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, enforcement action, garnishment steps, arbitration proceeding or other proceeding and includes any appeal or review or retrial of any of the foregoing and any application for same;
- (ggg) **“Losses and Liabilities”** means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or Governmental Order and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis), but does not include any Taxes under any Tax Laws in the United States arising in relation to all periods before the Effective Time;
- (hhh) **“Outside Date”** has the meaning ascribed to that term in Section 10.1(f);
- (iii) **“Parties”** means, collectively, the Purchasers and the Vendors, and **“Party”** means any one of them;
- (jjj) **“Permits”** means all franchises, licences, qualifications, authorizations, consents, certificates, certificates of authorization, decrees, orders-in-council, registrations, exemptions, consents, variances, waivers, filings, grants, notifications, privileges, rights, orders, judgments, rulings, directives, permits and other approvals, obtained from, issued by or required by a Governmental Authority, including the permits as more particularly listed and described in Schedule 1.1(jjj);
- (kkk) **“Permitted Encumbrances”** means:
 - (i) Encumbrances given as security to a public utility or any Governmental Authority when required in the ordinary course of business but only insofar as they relate to any obligations or amounts not due as at the Closing Date;
 - (ii) applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, servicing agreements, cost sharing

reciprocal agreements and building and zoning restrictions and other similar agreements which do not materially impair the use of the Real Property (based on the current use of such affected property) affected thereby;

- (iii) any easements, servitudes, rights-of-way, licenses, agreements, restrictions that run with the land and other Encumbrances (including easements, rights-of-way and agreements for railways, sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables) which do not materially impair the use, operation or marketability of the Real Property (based on the current use of such affected property) affected thereby;
 - (iv) any privilege in favour of any lessor or licensor for rent to become due or for other obligations or acts, the performance of which is required under Contracts of the Vendors (including in respect of the Leased Equipment) so long as the payment or the performance of such other obligation or act is not delinquent and provided that such Encumbrances or privileges do not materially affect the use or the operation of the assets affected thereby;
 - (v) rights reserved to or vested in any Governmental Authority to control or regulate any of the Purchased Assets in any manner;
 - (vi) any Encumbrances permitted by a Final Order, before the applicable Closing; and
 - (vii) any Encumbrances under Applicable Law for Taxes that are not yet due or are not in arrears as of the Closing Date.
- (III) **“Person”** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executor, Governmental Authority or other entity however designated or instituted;
- (mmm) **“Personal Information”** means information about an identifiable natural Person, but does not include the business contact information when such information is used to contact such natural Person as a Representative of a business or the name, title, business address or telephone number of an employee of the Vendors, that is to be disclosed to the Purchasers at Closing or that was disclosed to the Purchasers to permit the Purchasers to carry out their due diligence in connection with the Transaction;
- (nnn) **“Prepaid Expenses”** means all prepaid expenses, deposits or insurance of the Vendors (but excluding prepaid expenses in respect of directors’ and officers’ insurance, property Taxes related to the Business and workers’ compensation prepayments), in all cases to the extent such amounts are transferable to the applicable Purchaser including as more particularly listed and described in Schedule 1.1(nnn);
- (ooo) **“Prime Rate”** means the rate of interest, expressed as a rate per annum, designated by the main branch in Calgary, Alberta of the Canadian Imperial Bank of Commerce as the reference rate used by it to determine rates of interest charged

by it on Canadian dollar commercial loans made in Canada and which is announced by such bank, from time to time, as its prime rate, provided that whenever such bank announces a change in such reference rate then the “Prime Rate” for the purposes of this Agreement shall correspondingly change effective on the date the change in such reference rate is effective;

- (ppp) **“Procedural Consolidation Order”** shall mean an order of the Court procedurally consolidating the Proposal Proceedings, if necessary;
- (qqq) **“Proposal Proceedings”** has the meaning ascribed to that term in Recital D;
- (rrr) **“Proposal Trustee”** has the meaning ascribed to that term in Recital D;
- (sss) **“Purchase Price”** has the meaning ascribed to that term in Section 3.1;
- (ttt) **“Purchased Assets”** means all of the tangible and intangible assets, undertaking and properties of the Vendors that relate to the Business, other than the Excluded Assets, wherever located, as more particularly described below:
 - (i) Accounts Receivable or collection rights for Accounts Receivable;
 - (ii) Assumed Contracts;
 - (iii) Books and Records (except, in the case of those required by Applicable provision in Law to be retained by the Vendors as copies thereof), in the case of any Books and Records that are stored in electronic form, the media on which the Books and Records are stored and any back-up related thereto;
 - (iv) Equipment (subject to the terms and conditions of the Contracts in respect of the Leased Equipment);
 - (v) Inventory;
 - (vi) Intellectual Property;
 - (vii) Permits, other than Permits which are not transferrable to the Purchasers (as specified on Schedule 1.1(jjj));
 - (viii) Prepaid Expenses;
 - (ix) all goodwill, together with the exclusive right of the applicable Purchaser to represent itself as carrying on the Business in succession to the Vendors; and
 - (x) all rights to related Claims for refunds and rights of set-off;

For certainty, the Excluded Assets are not part of the Transaction, are excluded from Purchased Assets and remain the exclusive property of the Vendors;

- (uuu) **“Real Property”** means all real property leases and/or freehold real property (including all buildings, fixtures and improvements located thereon), as applicable,

owned or leased by the Vendors, including the real property or leases as more particularly listed and described in Schedule 1.1(uuu);

- (vvv) **“Recognition Order”** means a Final Order of the US Court recognizing the Nilex US Proposal Proceedings in the United States of America under Chapter 15 of the US Bankruptcy Code and related relief;
- (www) **“Representative”** means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, professional advisor and other representative of such Person and its Affiliates, and with respect to the Vendors, includes the directors, officers, employees, agents, legal counsel, accountants, professional advisors and other representatives;
- (xxx) **“Sale Approval and Vesting Order”** shall mean an order of the Court: (i) approving the Transaction contemplated by this Agreement; (ii) authorizing the applicable Vendor to perform this Agreement; and (iii) vesting and assigning all right, title and interest of the applicable Vendor in and to the Purchased Assets to the applicable Purchaser free and clear of all Claims, Encumbrances (other than Permitted Encumbrances), and Excluded Liabilities and assigning all right, title and interest of the applicable Vendor in the Purchased Assets to the applicable Purchaser, in a form acceptable to the applicable Vendor and the applicable Purchaser;
- (yyy) **“Slow-Moving and Obsolete Inventory”** means the Inventory identified by SKU (stock keeping unit) as listed in Schedule 1.1(ccc) the net book value of which shall be determined using the methodology described in Schedule 1.1(ccc);
- (zzz) **“Specific Conveyances”** means all conveyances, bills of sale, assignments, transfers, and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the applicable Vendor’s interest in and to the Purchased Assets to the applicable Purchaser including:
 - (i) a bill of sale for the Equipment forming part of the Purchased Assets, if required;
 - (ii) assignments of each of the Assumed Contracts; and
 - (iii) assignments in registrable form of all licenses, trademarks and trade names (whether or not registered), patents, copyrights, and other such forms of Intellectual Property, including all goodwill associated with same, which form part of the Purchased Assets;
- (aaaa) **“Tax”** or **“Taxes”** means, with respect to any Person, all supranational, national, federal, provincial, state, municipal, county, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes including provincial sales taxes and retail sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, Environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, social security premiums, workers’ compensation premiums,

employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties;

- (bbbb) **“Tax Legislation”** means, collectively, the Income Tax Act, Internal Revenue Code, all Canadian and United States federal, provincial, state, territorial, county, municipal and local, foreign, or other statutes, ordinances or regulations imposing a Tax, including all treaties, conventions, rules, regulations, orders, and decrees of any jurisdiction;
- (cccc) **“Tax Returns”** means all returns, information returns, reports, declarations, elections, notices, filings and statements in respect of Taxes that are required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form;
- (dddd) **“Third Party”** means any Person who is not a Party, Affiliate or Representative;
- (eeee) **“Third Party Claim”** means any Claim by a Third Party asserted against a Vendor for which a Purchaser has indemnified a Vendor or is otherwise responsible for pursuant to this Agreement;
- (ffff) **“Transaction”** means the transaction for the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities as contemplated in this Agreement;
- (gggg) **“Transaction Personal Information”** means any Personal Information in the possession, custody or control of the Vendors including Personal Information about employees, suppliers, customers, directors, officers or shareholders of the Vendors that is:
 - (i) disclosed to a Purchaser or its Representatives before the Effective Time by the Vendors, its Representatives, or otherwise; or
 - (ii) collected by a Purchaser or its Representatives before the Effective Time from the Vendors, its Representatives, or otherwise;in each case in connection with the Transaction;
- (hhhh) **“Transfer Taxes”** means all present and future transfer taxes, sales taxes including provincial sales taxes and retail sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including GST/HST;
- (iiii) **“Transferred Employees”** has the meaning ascribed to that term in Section 6.6(d);

- (jjjj) **“Transition Services Agreement”** means a transition services agreement, substantially in the form attached hereto as Exhibit E;
- (kkkk) **“Unassignable Contracts”** has the meaning ascribed to that term in Section 2.4(a);
- (llll) **“US Closing”** means the completion, on the applicable Closing Date, of the purchase by the US Purchaser and sale by Nilex USA of all right, title, estate and interest of Nilex USA in and to the applicable Purchased Assets and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such sale, all subject to and in accordance with the terms and conditions of this Agreement;
- (mmmm) **“US Court”** has the meaning ascribed to that term in Recital F;
- (nnnn) **“US GAAP”** means the generally accepted accounting principles from time to time approved by the American Institute of Certified Public Accountants, or any successor entity thereto, applicable as at the date on which such principles are to be applied or on which any calculation or determination is required to be made in accordance with generally accepted accounting principles;
- (oooo) **“US Purchase Price”** has the meaning ascribed to that term in Section 3.1;
- (pppp) **“Vendors’ Solicitors”** means the law firm of Blake, Cassels & Graydon LLP (or any successor thereto), or such other firm of solicitors as are appointed by the Vendors from time to time and notice of which is provided to the Purchasers;
- (qqqq) **“Vesting Recognition Order”** means a Final Order issued by the US Court that is properly served and noticed to all parties required to be served pursuant to Applicable Law, including, but not limited to all creditors of the Vendors, any party asserting a Third Party Claim, all counter-parties to Assumed Contracts, all taxing authorities of the Vendors, all required Governmental Authorities, and all parties claiming any known Encumbrances on Vendors or their property, with such service documented to the reasonable satisfaction of Purchasers, (i) recognizing and giving full effect to the Order in the Chapter 15 Proceedings; (ii) authorizing the sale of the Purchased Assets to Purchasers, including assumption and assignment of the Assumed Contracts; (iii) vesting in and to the Purchasers, title in the applicable Purchased Assets, including the Assumed Contracts free and clear of and from any and all Claims, Encumbrances (other than Permitted Encumbrances), and Excluded Liabilities, pursuant to 11 U.S.C. §§ 363(f) ,and 365(a) and that all persons holding any Claims or Encumbrances (other than Permitted Encumbrances) are permanently enjoined from asserting against Purchasers, the Purchased Assets and the Assumed Contracts such Claims and Encumbrances; (iv) contains finding of good faith and non-collusion of the Purchasers pursuant to 11 U.S.C. §§ 363(m) and (n) and that such order be immediately effective upon approval; (v) finding that such purchase is not a fraudulent transfer or bulk sale and the Purchase Price is fair and reasonably equivalent value for the Purchased Assets; (vi) that such sale is binding on Third Parties, including any Governmental Authorities, subject to its terms, and (vii) nothing contained in any subsequent plan confirmed by or order by the US Court shall conflict with or derogate from the terms of this Agreement or the Vesting

Recognition Order, which order shall be in form and substance satisfactory to Purchasers, acting reasonably; and

- (rrrr) **“Wages”** means all salaries, wages, commissions, bonuses, incentive compensation, allowances, indemnities, expenses, vacation pay, statutory holiday pay, personal days, sick days, employee benefit plan payments, employment-related payments and other remuneration as well as all employer contributions related thereto owing to Employees up to the Closing Date and all federal and provincial Taxes and withholdings in respect thereof.

1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) All references to monetary amounts, unless indicated to the contrary, are (i) in respect of the Canadian Closing, to the lawful currency of Canada and (ii) in respect of the US Closing, to the lawful currency of the United States of America, unless otherwise determined by the Purchasers, and all references to cash are references to any form of immediately available funds by way of wire transfer, certified cheque or bank draft.
- (b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.
- (c) The word “include” and derivatives thereof shall be read as if followed by the phrase “without limitation”.
- (d) The words “hereto”, “herein”, “hereof”, “hereby”, “hereunder” and similar expressions refer to this Agreement and not to any particular provision of this Agreement.
- (e) The headings contained in this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation hereof.
- (f) Reference to any Article, Section, Schedule, or Exhibit means an article, section, schedule, or exhibit of this Agreement unless otherwise specified.
- (g) If any provision of a Schedule or Exhibit hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.
- (h) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.
- (i) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.

1.3 Schedules

The following are the Schedules and Exhibits attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule 1.1(a)	Accounts Receivable
Schedule 1.1(l)	Assumed Contracts
Schedule 1.1(gg)	Delivery Location
Schedule 1.1(mm)	Equipment
Schedule 1.1(oo)	Excluded Assets
Schedule 1.1(yy)	Intellectual Property
Schedule 1.1(ccc)	Inventory
Schedule 1.1(eee)	Leased Equipment
Schedule 1.1(jjj)	Permits
Schedule 1.1(nnn)	Prepaid Expenses
Schedule 1.1(uuu)	Real Property
Schedule 2.3	Assumed Liabilities
Schedule 3.1(a)	Closing Statement
Schedule 6.6	Employees
Exhibit A	Form of Vendor's Officer's Certificate
Exhibit B	Form of Purchaser's Officer's Certificate
Exhibit C	Form of Assignment and Assumption Agreement
Exhibit D	Form of Bill of Sale and General Conveyance
Exhibit E	Form of Transition Services Agreement

1.4 Interpretation if Closing does not Occur

Subject to Section 10.2, if a Closing does not occur, each provision of this Agreement which presumes that the applicable Purchaser has acquired the Purchased Assets shall be construed as having been contingent upon Closing having occurred.

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Agreement of Purchase and Sale

Subject to the terms and conditions of this Agreement, the Sale Approval and Vesting Order, the Assignment Order and the Vesting Recognition Order, as applicable, each Vendor hereby agrees to sell, assign and transfer to the applicable Purchaser, and the applicable Purchaser agrees to purchase, accept and receive from the applicable Vendor, all of such Vendor's right, title and interest in and to Purchased Assets as herein provided, in each case free and clear of all Encumbrances, Claims (other than Permitted Encumbrances) and Excluded Liabilities and to assume, discharge and perform the Assumed Liabilities.

2.2 Transfer of Purchased Assets

- (a) Provided that applicable Closing occurs and subject to the terms and conditions of this Agreement, possession, risk and beneficial ownership of the applicable Purchased Assets and Business shall transfer from the applicable Vendor to the applicable Purchaser at the Effective Time.
- (b) Notwithstanding anything else contained in this Agreement, the Purchasers shall have the right, prior to the Closing Date and by notice to the Vendors to remove any asset or assets from the Purchased Assets without reducing the Purchase Price.

2.3 Liabilities

- (a) Subject to the terms and conditions of this Agreement, the applicable Purchaser shall assume, pay, satisfy, discharge, perform and fulfil, from and after the Effective Time those obligations and Losses and Liabilities of the applicable Vendor which:
 - (i) arise under the Assumed Contracts, Intellectual Property and Leased Equipment, but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by such Vendor on or prior to the Closing;
 - (ii) arise under the Permits;
 - (iii) relate to the Employees as set forth in Section 6.6 (but subject in all cases to Section 2.3(b)(ii)); or
 - (iv) are listed in Schedule 2.3,

(collectively, the “**Assumed Liabilities**”)

- (b) Other than the Assumed Liabilities, the Purchasers shall not assume or have any obligation to discharge, perform or fulfill any obligation or liability of the Vendors of any kind whatsoever (collectively, the “**Excluded Liabilities**”) and all Excluded Liabilities remain the obligation and responsibility of the Vendors, including the obligations and Losses and Liabilities of the Vendors:
 - (i) owing to a lender or creditor of the Vendors, including any bank overdrafts or bank indebtedness and any indebtedness or liabilities other than the Assumed Liabilities owing under any promissory note, or contract for the borrowing of money;
 - (ii) relating to the Employees, including:
 - (A) unpaid Wages and Accrued Vacations;
 - (B) all payments, bonuses, disbursements, damages, fees, incentive compensation, accelerated benefits, retention payments or change-of-control payments payable to any of the Employees as a result of the consummation of the transactions contemplated hereby; and
 - (C) all liabilities to any Employees who are not Transferred Employees, including the severance cost as a result of their termination by the Vendors,

except as set forth in Section 6.6;
 - (iii) relating to an Excluded Asset;
 - (iv) all Cure Costs; and
 - (v) and Claims in relation to injury or damages that any Employee has against either of the Vendors for the time period prior to the Closing Date.

2.4 Assignment of Assumed Contracts and Third Party Consents

- (a) Other than as set out in Section 2.4(d), the applicable Vendor shall be deemed to have assigned the benefit of each Assumed Contract on the applicable Closing Date and the applicable Purchaser shall be deemed to have assumed, on the applicable Closing Date, all of such Vendor’s obligations and liabilities relating to such contract arising and accruing in respect of the period commencing after the Closing Time.
- (b) To the extent that any Assumed Contract is not assignable without the consent of the counterparty or any other Person and such consent has not been obtained prior to the applicable Closing Date, (i) the applicable Vendor’s rights, benefits and interests in, to and under the Assumed Contract may be conveyed to the applicable Purchaser pursuant to an order of the Court or the US Court, as applicable, including the Assignment Order or Sale Approval and Vesting Order, as applicable, (ii) the applicable Vendor will use commercially reasonable efforts to compel

assignment of such Assumed Contract by way of an order of the Court or the US Court, as applicable, including, the Assignment Order or Sale Approval and Vesting Order, and (iii) if an order including, as applicable, the Assignment Order or Sale Approval and Vesting Order are obtained in respect of such Assumed Contract, the applicable Purchaser shall accept the assignment of such Assumed Contract on such terms.

- (c) To the extent that any Cure Costs are payable with respect to any Assumed Contract, the applicable Purchaser shall pay such amount directly to the applicable counterparty and the Purchase Price shall be adjusted pursuant to Section 4.1(a)(vi).
- (d) To the extent that the Court Approval or Applicable Law does not permit the assignment to the applicable Purchaser of any Assumed Contract or the Vendors otherwise, for whatever reason, cannot assign any Assumed Contract without the consent of the other parties thereto and such consent has not yet been obtained as of the Closing Date (any such Assumed Contracts, collectively, the “**Unassignable Contracts**”), unless the Vendors conclude, acting reasonably, that any Unassignable Contracts cannot be assigned under any circumstances and provides written notice of such Unassignable Contracts to the applicable Purchaser, then:
 - (i) each of the Parties shall use reasonable commercial efforts to obtain, as may be required by the terms of such Assumed Contracts, consents or approvals to the assignment of such Assumed Contracts; provided that the Vendors shall not be required to pay any amount or fee whatsoever, including any costs or expenses in connection with its efforts to obtain such consent or approval, which shall be for the sole account of the applicable Purchaser, and for greater certainty, the applicable Purchaser shall be responsible for and shall pay all costs or expenses, which shall be paid either directly to the applicable counterparty or to the Vendors at or prior to Closing, which costs or expenses shall be in addition to the Purchase Price received by the Vendors for the Purchased Assets; and provided that the applicable Purchaser is under no obligation to pay any money, incur any obligations, commence any legal proceedings, or offer or grant any accommodation (financial or otherwise) to any Third Party in order to obtain any consents, authorizations or approvals in connection with the Assumed Contracts, other than as the applicable Purchaser determines in its sole discretion;
 - (ii) pending the effective transfer or assignment of the relevant Unassignable Contracts, the Vendors shall hold the rights, entitlements, benefits, remedies, duties and obligations under such Unassignable Contracts in trust for the exclusive benefit of the applicable Purchaser as bare trustee and agent, provided that the applicable Purchaser will pay, perform and discharge all duties and obligations of the Vendors and the applicable Purchaser shall have all rights, entitlements, benefits, remedies, arising or accruing with respect to such Unassignable Contracts during that period;
 - (iii) the Vendors shall, at the reasonable request and expense and under the direction of the applicable Purchaser, in the name of the Vendors or

otherwise as the applicable Purchaser shall reasonably specify, take all such reasonable actions and do all such reasonable things as shall, in the reasonable opinion of the applicable Purchaser, acting reasonably, be necessary or desirable in order that the rights, entitlements, benefits, remedies, duties and obligations of the Vendors under any such Unassignable Contract may be enjoyed, received or performed, as the case may be, in accordance with the terms of such Unassignable Contract, including that all monies receivable under such Unassignable Contract may be received by the applicable Purchaser and that all rights and licenses under such Unassignable Contracts may be exercised by the applicable Purchaser;

- (iv) the Vendors shall promptly pay over to the applicable Purchaser all such monies collected by the applicable Vendor in respect of such Unassignable Contracts, net of any unpaid related costs or expenses (including any Taxes that are payable in respect of the receipt of such amounts);
- (v) to the extent permitted by the applicable Unassignable Contract:
 - (A) the applicable Purchaser will pay, perform and discharge the duties and obligations under such Unassignable Contract, on behalf of the Vendors until such time as the effective transfer or assignment of the relevant Unassignable Contracts to the applicable Purchaser;
 - (B) the Vendors will exercise the rights, entitlements, benefits and remedies under such Unassignable Contracts, on behalf of the applicable Purchaser until such time as the effective transfer or assignment of the relevant Unassignable Contracts to the applicable Purchaser; and
 - (C) the applicable Purchaser shall indemnify and save harmless the Vendors from and against all of the Vendors' Losses and Liabilities arising as a consequence of the provisions of this Section 2.4, except to the extent caused by the gross negligence or wilful misconduct of the Vendors or their Representatives and except for Vendors' overhead and general administrative costs (to be determined in a manner consistent with past practices of Vendors in respect of the Purchased Assets); and
- (vi) the applicable Vendor's obligations under this Section 2.4 shall expire and terminate and cease to be in effect on the date that is: (i) in respect of all Assumed Contracts that are leases, one hundred and eighty (180) days following Closing; and (ii) in respect of all other Assumed Contracts, sixty (60) days following Closing, at which time all Unassignable Contracts for which consent is required for the assignment of such Unassignable Contract which has not been obtained by such date shall be deemed to be an Excluded Contract under this Agreement; without any adjustment of any kind whatsoever to the Purchase Price.
- (e) Nothing in this Agreement shall constitute an agreement to assign, and shall not be construed as an assignment of, or an attempt to assign to the Purchasers, any

Unassignable Contract until such time as the necessary consents or approvals with respect to the assignment are obtained.

- (f) Both before and after Closing, each of the Parties shall use all commercially reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit the Transaction to be completed. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. In addition, it shall be the sole obligation of the applicable Purchaser, at the applicable Purchaser's sole cost and expense (in accordance with Section 2.4(d)(i)), to provide any and all financial assurances, deposits or security that may be required by Governmental Authorities or any Third Parties to permit the transfer to the applicable Purchaser of the Purchased Assets or any of them.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

In consideration of the sale, assignment, transfer and conveyance of the Purchased Assets and the Assumed Liabilities to the applicable Purchaser, the purchase price to be paid by the Purchasers to the Proposal Trustee, on behalf of the Vendors, for the Purchased Assets shall be the aggregate of:

- (a) C [REDACTED] plus US [REDACTED] (the "**Base Price**"), subject to adjustment only as set forth in Section 4.1 and calculated as the aggregate of the following amounts:
- (i) [REDACTED]% of the net book value of the Accounts Receivable aged less than 90 days past their invoice date;
 - (ii) [REDACTED]% of the net book value of the Accounts Receivable aged greater than or equal to 90 days past their invoice date; provided that to the extent the aggregate net book value of the Accounts Receivable is negative, no discount shall apply, it being the express intention of the Parties that the Purchaser shall not be required to increase the Purchase Price payable for Accounts Receivable that are negative, whether as a result of customer deposits, deferred revenue, customer credits, or otherwise;
 - (iii) [REDACTED]% of the net book value of Inventory excluding Slow-Moving and Obsolete Inventory;
 - (iv) [REDACTED]% of the net book value of Slow-Moving and Obsolete Inventory; and
 - (v) [REDACTED]% of the net book value of the property, plant, and equipment less the net book value of the Excluded Assets

(collectively, the "**Purchase Price**", the portion of the Purchase Price payable in respect of the Canadian Closing being the "**Canadian Purchase Price**" and the portion of the Purchase Price payable in respect of the US Closing being the "**US Purchase Price**"). An illustrative example of the Purchase Price is provided in Schedule 3.1(a) using September

30, 2022 net book values and will be adjusted to net book values as of the Effective Time to calculate the final Purchase Price.

3.2 Deposit

- (a) The Canadian Purchaser shall pay to the Proposal Trustee upon execution of this Agreement by the Parties as a deposit a cash amount equal to \$ [REDACTED] (the “**Deposit**”), which Deposit received by the Proposal Trustee pursuant to this Section 3.2(a) shall be held in trust by the Proposal Trustee in a non-interest bearing account and shall be releasable in accordance with this Agreement.
- (b) If the Canadian Closing occurs in accordance with the terms and conditions of this Agreement, the Deposit shall be credited against the Canadian Purchase Price, in partial satisfaction of the Canadian Purchaser’s obligation to pay the Canadian Purchase Price and shall be released on behalf of the Vendors to the Proposal Trustee in immediately available funds.
- (c) In connection with the Canadian Closing only, if this Agreement is terminated:
 - (i) by the Vendors pursuant to:
 - (A) Section 10.1(c); or
 - (B) Section 10.1(e) on account of the conditions set forth in Sections 7.3(a) or 7.3(b) not being satisfied, or not capable of being satisfied, or waived by the Outside Date; or
 - (ii) by Purchasers pursuant to Section 10.1(d) and Vendors are, at the time of such termination, entitled to terminate this Agreement pursuant to Section 10.1(e) on account of the conditions in Sections 7.3(a) or 7.3(b) not being satisfied, or not capable of being satisfied, or waived by the Outside Date,then the Deposit shall be forfeited to the Vendors and the Deposit shall be released by the Proposal Trustee and paid or credited to the Vendors.
- (d) If the Agreement is terminated for any reason other than as contemplated by Section 3.2(c) prior to the Canadian Closing, then the Deposit shall be released by the Proposal Trustee and paid to the Canadian Purchaser.

3.3 Satisfaction of the Purchase Price

At the Canadian Closing, the Canadian Purchase Price shall be paid and satisfied as follows:

- (a) the Deposit shall be credited against the Canadian Purchase Price, in partial satisfaction of the Canadian Purchaser’s obligation to pay the Canadian Purchase Price at Canadian Closing, and shall be released on behalf of the applicable Vendor to the Proposal Trustee in immediately available funds;
- (b) the Canadian Purchaser shall pay to the Proposal Trustee at Closing, by electronic wire transfer, the Canadian Purchase Price, less the Deposit, as set forth in the

Interim Statement of Adjustments plus any Transfer Taxes and fees payable under the terms hereof (the “**Canadian Closing Payment**”); and

- (c) as to the value of the applicable Assumed Liabilities, by the assumption of the Canadian Purchaser of the applicable Assumed Liabilities.

At the US Closing, the US Purchase Price shall be paid and satisfied as follows:

- (d) the US Purchaser shall pay to the Proposal Trustee at Closing, by electronic wire transfer, the US Purchase Price, as set forth in the Interim Statement of Adjustments plus any Transfer Taxes and fees payable under the terms hereof (the “**US Closing Payment**” and collectively with the Canadian Closing Payment, the “**Closing Payment**”); and
- (e) as to the value of the applicable Assumed Liabilities, by the assumption of the US Purchaser of the applicable Assumed Liabilities.

3.4 Allocation of the Purchase Price

Following Closing, Purchasers shall prepare a statement allocating the Purchase Price among the Purchased Assets (the “**Allocation Statement**”) and shall afford the Vendors reasonable opportunity to review such statement. The Purchasers shall consider all reasonable comments provided by the Vendors on the Allocation Statement. The Purchasers and the Vendors shall report an allocation of the Purchase Price among the Purchased Assets in accordance with the Allocation Statement and shall not take any position inconsistent therewith in the filing of any Tax Returns or in the course of any audit by any Governmental Authority. Solely for purposes of calculating the Transfer Taxes payable by the Purchasers under Section 3.5, the Purchasers and the Vendors shall, no later than seven (7) days before the Closing Date, mutually agree on a preliminary allocation of the Purchase Price payable in respect of the Purchased Assets, including an allocation of such amounts to the Purchased Assets to be supplied in each province. If the final allocation of the Purchase Price under this Section 3.4 results in additional Transfer Taxes payable by the Purchasers, such additional Transfer Taxes shall be promptly paid in accordance with Section 3.5. If the final allocation of the Purchase Price under this Section 3.4 results in lower Transfer Taxes payable by the Purchasers, the Vendors shall be required to refund such Transfer Taxes to the Purchasers.

3.5 Transfer Taxes

The Parties agree that:

- (a) the Purchase Price is exclusive of all Transfer Taxes and the Purchasers shall be liable for and shall pay any and all Transfer Taxes pertaining to the Purchasers’ acquisition of the Purchased Assets or the registration of any Specific Conveyances necessitated hereby;
- (b) where the Vendors are required under Applicable Law to collect or pay Transfer Taxes, the Purchasers will pay the amount of such Transfer Taxes to the applicable Vendor at Closing, which such Transfer Taxes the applicable Vendor shall remit to the appropriate Governmental Authority as soon after the applicable Closing as is practicable and in compliance with the applicable Tax Legislation;

- (c) except where a Vendor is required under Applicable Law to collect or pay such Transfer Taxes, the Purchasers shall pay such Transfer Taxes, including all applicable provincial sales taxes, directly to the appropriate Governmental Authority or other entity within the required time period and shall file all necessary documentation with respect to such Transfer Taxes when due and shall provide the applicable Vendor with a purchase exemption certificate or its equivalent to support any reasonable exemption claimed in respect of the Purchased Assets, and the applicable Vendor will do and cause to be done such things as are reasonably requested to enable the Purchasers to comply with such obligation in a timely manner or if the applicable Vendor is required under Applicable Law to pay any such Transfer Taxes, the Purchasers shall promptly reimburse the applicable Vendor the full amount of such Transfer Taxes upon delivery to the Purchasers of copies of receipts showing payment of such Transfer Taxes; and
- (d) the Purchasers shall indemnify the Vendors for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that the Vendors may pay or for which the Vendors may become liable as a result of any failure by the Purchasers to pay or remit such Transfer Taxes.

3.6 GST/HST

- (a) To the extent such election is applicable to the Transaction or any portion of the Purchased Assets, the applicable Vendor and the applicable Purchaser shall execute jointly an election under Section 167 of the GST/HST Legislation to have the sale of the Purchased Assets take place on a GST/HST-free basis and the applicable Purchaser shall file such election no later than the filing date for its GST/HST return for the reporting period in which the sale of the Purchased Assets takes place. The Parties agree that, as between the applicable Vendor and the applicable Purchaser, the applicable Purchaser shall be solely liable for, and as a separate and independent covenant, the applicable Purchaser shall indemnify, defend and save harmless the applicable Vendor from, any GST/HST or any penalty, interest or other amounts with respect thereto (including any costs incurred by the applicable Vendor in collecting such amount from the applicable Purchaser), which may be payable by or assessed against the applicable Vendor under the GST/HST Legislation as a result of the Transactions not being eligible for such election or the applicable Purchaser's failure to file such election as required by the GST/HST Legislation.
- (b) If any payment made by a Vendor or a Purchaser as the result of a breach, modification or termination of this Agreement is deemed by GST/HST Legislation to include GST/HST, or is deemed by any applicable provincial or territorial legislation to include a similar value-added or multi-staged tax, the amount of such payment shall be increased accordingly.

3.7 Accounts Receivable Election

If requested by a Purchaser or a Vendor, the applicable Purchaser and the applicable Vendor shall elect jointly in the prescribed form under section 22 of the Income Tax Act and the corresponding provisions of any other applicable Tax statute as to the sale of the Accounts Receivable and designate in such election an amount equal to the portion of the Purchase Price

allocated to the receivables pursuant to Section 3.4. This election, or these elections, shall be made within the time prescribed for such elections.

ARTICLE 4 ADJUSTMENTS

4.1 Adjustments

- (a) All costs and revenues incurred, accruing, payable, paid, received or receivable in respect of the Purchased Assets, including maintenance, capital and operating costs, advances and payments with respect to Permitted Encumbrances (but specifically excluding Transfer Taxes) shall, subject to the provisions of this Agreement, be apportioned on an accrual basis between the Vendors and the Purchasers as of the Effective Time, on and subject to the following:
 - (i) except as otherwise provided in this Section 4.1, costs and revenues shall accrue in accordance with ASPE or US GAAP, as applicable;
 - (ii) all such costs and revenues accruing up to the Effective Time shall be for the Vendors' account and all costs and revenues accruing after the Effective Time shall be for the Purchasers' account;
 - (iii) all such revenues accruing up to the Effective Time shall be for the Vendors' account, regardless of whether such revenues are received or receivable prior to or after the Effective Time, and Purchasers shall hold in trust for, on behalf of and pay to the Vendors any such revenues received by the Purchasers, and all such revenues accruing after the Effective Time shall be for the Purchasers' account, regardless of whether such revenues are received or receivable prior to or after the Effective Time, and Vendors shall hold in trust for, on behalf of and pay to the Purchasers any such revenues received by the Vendors;
 - (iv) notwithstanding the foregoing, all cash and cash equivalents associated with Accounts Receivable that form part of the Purchased Assets shall be for the Purchasers' account regardless of whether such cash and cash equivalents are received or receivable prior to or after the Effective Time, and Vendors shall hold in trust for, on behalf of, and pay to the Purchasers any such revenues received by the Vendors;
 - (v) all costs and revenues of whatever nature pertaining to work performed or goods or services provided with respect to the Purchased Assets prior to the Effective Time shall be borne by and for the account of the Vendors, notwithstanding that such costs may be payable in whole or in part after the Effective Time and all costs and revenues of whatever nature pertaining to work performed or goods or services provided with respect to the Purchased Assets after the Effective Time shall be borne by and for the account of the Purchasers;
 - (vi) all Cure Costs shall be for the Vendors' account;

- (vii) the Wages as well as any liability and obligations relating to such Employees, for the time period up to the Closing Date shall be for the Vendors' account;
 - (viii) all Accrued Vacations shall be for the Vendors' account;
 - (ix) all payments, bonuses, disbursements, damages, fees, incentive compensation, accelerated benefits, retention payments or change-of-control payments payable to any of the Employees as a result of the consummation of the transactions contemplated hereby;
 - (x) all other periodic payments (other than income taxes and Transfer Taxes) shall be apportioned between the Vendors and the Purchasers on a per diem basis as of the Effective Time with all rentals and other periodic payments accrued to the Effective Time for the Vendors' account and all rentals and other periodic payments accrued after the Effective Time for the Purchasers' account; and
 - (xi) there shall not be any adjustment on account of income taxes and Transfer Taxes.
- (b) The effective time for income tax purposes shall be the Effective Time.

4.2 Equipment and Inventory

- (a) The Vendors and the Purchasers will jointly conduct an on-site physical count of the Equipment and Inventory to be completed not more than five (5) Business Days before Closing, and shall use commercially reasonable efforts to agree upon a written statement describing the adjustments to the Closing Payment set out in this Section 4.2.
- (b) If any individual items forming part of the Equipment included in the Purchased Assets as described in Schedule 1.1(mm) are not in good working condition and repair (in each case, as determined by the Parties, acting reasonably, giving consideration to the normal operating practices of the Vendors), not accounted for or if any such item is not reasonably capable of being delivered into the applicable Purchaser's possession or control at the Closing with good and exclusive title, free and clear of any Encumbrances and Claims, then the Closing Payment shall be reduced by an amount equal to the book value of such item, as applicable, and each such item shall constitute an Excluded Asset for the purposes of this Agreement.
- (c) Notwithstanding anything else contained in this Article 4, no adjustments shall be made pursuant to this Section 4.2 until such adjustments, in the aggregate, exceed one hundred thousand Canadian dollars (CAD\$100,000) (the "**De Minimis Threshold**") and then only by the amount that the adjustment amount exceeds the De Minimis Threshold.

4.3 Statement of Adjustments

- (a) The applicable Vendor shall carry out an interim accounting and adjustment and prepare and deliver to the applicable Purchaser at least three (3) Business Days prior to the applicable Closing Date a statement setting forth such Vendor's good faith estimate of all adjustments (the "**Interim Statement of Adjustments**") to be made for the transactions contemplated herein. The applicable Vendor shall make available to the applicable Purchaser all information reasonably necessary, including the Books and Records and financial statements of such Vendor, if applicable, for the applicable Purchaser to understand and confirm the calculations in that statement.
- (b) Within sixty (60) days following the Closing Date, the applicable Vendor shall prepare and deliver, and the applicable Purchaser shall cooperate in preparing, a final statement of all adjustments and payments (the "**Final Statement of Adjustments**"), on the basis of the information available within that period, to be made for the transactions contemplated herein, including any settlement payment required to be made by either Party as a result of differences between the Final Statement of Adjustments and the Interim Statement of Adjustments.
- (c) In the event the Parties are unable to agree on the Final Statement of Adjustments within thirty (30) days of delivery of such Final Statements of Adjustments, the Parties will immediately proceed with appointing an independent Third Party appraiser selected by the Proposal Trustee (so qualified by skill and experience to determine the dispute) to review the Parties' submissions on the Final Statement of Adjustments, which shall be binding on the Parties. The costs of the Third Party appraiser shall be borne equally by the applicable Purchaser and the applicable Vendor, and the Parties agree to cooperate in good faith and use commercially reasonable efforts to assist such Third Party appraiser in determining the Final Statement of Adjustments as soon as reasonably practical following the appraiser's appointment.
- (d) All adjustments shall be settled by the prompt payment by any Party obliged to make payment pursuant to this Agreement. Interest at the Prime Rate plus one percent (1%) per annum shall be paid on any settlement payment which remains unpaid by one Party to the other Party when due, with such interest accruing from the date such amount is due to the date payment is made.
- (e) Subject only to this Section 4.3, the Final Statement of Adjustments shall constitute the final accounting between the Parties in respect of costs and revenues accruing, payable, paid, received or receivable in respect of the Purchased Assets, shall be binding on the Parties and shall not be subject to dispute. For certainty, notwithstanding any other provision in this Agreement, save pursuant to the Final Statement of Adjustments, there shall be no further adjustments made between the Parties in respect of any costs or revenues accruing, payable, paid, received or receivable in respect of the Purchased Assets, including rentals, maintenance, development, capital and operating costs, advances, and payments with respect to Permitted Encumbrances, including, but not limited to, any costs or revenues that are disclosed or adjusted as a consequence of any subsequent joint venture audits, royalty adjustments or similar audit or adjustment procedures pursuant to the Assumed Contracts or Applicable Law.

- (f) The Purchasers and the Vendors will each bear their own fees and expenses, including the fees and expenses of their respective accountants and auditors, in preparing or reviewing, as the case may be, the Final Statement of Adjustments.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Vendors' Representations and Warranties

Each Vendor hereby represents and warrants to the Purchasers that:

- (a) the Vendor is a corporation duly incorporated and validly subsisting under the laws of the jurisdiction of its incorporation and, provided that Court Approval is obtained, has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) provided that Court Approval is obtained, the Vendor has taken all necessary corporate action to authorize the entering into and performance by it of this Agreement;
- (c) except for the Purchasers' rights under this Agreement, to the Knowledge of the Company, no Person has any contractual right or privilege for the purchase of any of the Purchased Assets other than in the ordinary course of business;
- (d) to the Knowledge of the Company, any and all copies of material Assumed Contracts that have been made available to the Purchasers are true and complete copies of the original Assumed Contracts, including all amendments, waivers and modifications thereto;
- (e) provided that Court Approval is obtained, the Vendor has good right and full and absolute authority to assign, transfer and convey the Vendor's right, title and interest in the Purchased Assets to the Purchasers in the manner contemplated herein;
- (f) provided that Court Approval is obtained, the consents, approvals or waivers that are required in connection with the assignment of the Assumed Contracts or, other than as provided in this Agreement, the execution, delivery and performance of this Agreement by the Vendor do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Vendor of the Transaction or have a material adverse effect on the Business;
- (g) the Vendor has not incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees in respect of the Transaction for which the Purchasers shall have any obligations or liability;
- (h) the Vendor has not, as at the date hereof, received written notice of any Claims against them seeking to prevent the consummation of the Transaction;

- (i) in respect of Nilex Canada, the Vendor is not a non-resident of Canada for purposes of the Income Tax Act;
- (j) in respect of Nilex Canada, the Vendor is registered for GST/HST purposes under the GST/HST Legislation and its registration number is 103886032RT0001; and
- (k) provided that Court Approval is obtained, this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor and is enforceable against the Vendor in accordance with its terms.

5.2 Purchasers' Representations and Warranties

Each Purchaser hereby represents and warrants to and in favour of the Vendors that:

- (a) the Purchaser is a corporation duly incorporated and validly subsisting under the laws of the jurisdiction of its incorporation and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) the Purchaser has taken all necessary corporate action to authorize the entering into and performance by it of this Agreement;
- (c) provided that the Court Approval is obtained, execution, delivery and performance of this Agreement by the Purchaser does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of the Transaction;
- (d) it has not incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees in respect of the Transaction for which the Vendors shall have any obligations or liability;
- (e) it has not received written notice of any Claims seeking to prevent the consummation of the Transaction;
- (f) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (g) it has sufficient funds available to it to enable it to pay in full the Purchase Price to the Vendors as herein provided and otherwise to fully perform its obligations under this Agreement;
- (h) neither the aggregate book value of the Purchased Assets in Canada of the Vendors, nor the consolidated gross revenues from sales in or from Canada generated from assets in Canada of the Vendors, both calculated in the manner prescribed under the Competition Act, exceeds \$93 million; and

- (i) the Canadian Purchaser is registered for GST/HST purposes under the GST/HST Legislation and its GST/HST registration number will be provided at Closing.
- (j) the Canadian Purchaser is a non-Canadian Person within the meaning of the *Investment Canada Act* (Canada).

5.3 Enforcement of Representations and Warranties

- (a) The representations and warranties of each Party contained in this Agreement shall survive until Closing and shall thereafter be of no further force and effect. Effective upon the occurrence of Closing, each Party hereby releases and forever discharges each other Party from any breach of any representations and warranties set forth in this Agreement.
- (b) The representations and warranties of the Vendors made herein or pursuant hereto are made for the exclusive benefit of the Purchasers, and the representations and warranties of the Purchasers made herein or pursuant hereto are made for the exclusive benefit of the Vendors, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.
- (c) The Parties expressly acknowledge and agree that the provisions of this Section 5.3 and the limit on each Party's liability set out in this Section 5.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

5.4 No Additional Representations and Warranties

- (a) The Purchasers acknowledge and agree that they are acquiring the Purchased Assets on an "as is, where is" and "without recourse" basis, and that neither the Vendors, the Proposal Trustee nor any of their Representatives make any representations or warranties of any kind whatsoever, express or implied, except as explicitly set forth in Section 5.1, and in particular, and without limiting the generality of the foregoing, each Vendor expressly negates and disclaims, and none of the Vendors, the Proposal Trustee nor any of their Representatives shall be liable for, any representation or warranty (except as expressly set forth in Section 5.1) which may have been made or alleged to be made in any instrument or document related hereto, or in any statement or information made or communicated (in writing or orally) to the Purchasers or their Representatives in any manner including any opinion, information, or advice which may have been provided to the Purchasers by the Vendors, the Proposal Trustee or any of their Representatives in connection with the Purchased Assets, Assumed Liabilities or in relation to the Transaction. For greater certainty, except as expressly set forth in Section 5.1, neither the Vendors nor any of their Representatives make any condition, representation or warranty whatsoever, express or implied, with respect to:
 - (i) the merchantability, physical or financial condition, description, fitness for a particular purpose, suitability for development, title, description, use or

- zoning, Environmental condition, existence of latent defects, quality, quantity or any other thing affecting any of the Purchased Assets;
- (ii) the validity or enforceability of the Assumed Contracts or Intellectual Property;
 - (iii) the value of any of the Purchased Assets or the future cash flow therefrom;
 - (iv) any regulatory approvals, Permits and licenses, consents or authorizations that may be needed to complete the Transaction contemplated by this Agreement or to operate or carry on the Business or any portion thereof; or
 - (v) the quality, condition, description, fitness for purpose, suitability, serviceability or merchantability of the Equipment or Inventory or any other tangible, depreciable equipment or property forming part of the Purchased Assets.
- (b) The Purchasers hereby acknowledge and confirm that they are satisfied with their due diligence investigations with respect to the Purchased Assets, Business and Assumed Liabilities and hereby acknowledge and confirm that they are relying solely on the Vendors' representation and warranties in Section 5.1 and their own investigations concerning the Purchased Assets, Business and Assumed Liabilities, and they have not relied on any advice from the Vendors, the Proposal Trustee nor any of their Representatives with respect thereto, including with respect to the matters specifically enumerated in Section 5.4(a) in connection with the purchase of the Purchased Assets and the Business and the assumption of the Assumed Liabilities pursuant hereto.
- (c) Except for the Vendors' representations and warranties in Section 5.1, any information regarding or describing the Business, Purchased Assets or the Assumed Liabilities in this Agreement (including the Schedules and Exhibits hereto), or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchasers, and except for the Vendors' representations and warranties in Section 5.1, no representation, warranty or condition, express or implied, has or will be given by the Vendors or any of their Representatives, or any other Person concerning the completeness or accuracy of such information or descriptions.
- (d) Except for their express rights under this Agreement, the Purchasers hereby waive all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendors and their Representatives in respect of the Business, Purchased Assets, the Transaction and any representations or statements made or information or data furnished to the Purchasers or their Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta) (or similar applicable statutes), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other

claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

- (e) None of representations and warranties contained in this Article 5 shall survive Closing and, other than in the case of fraud, the Purchasers' sole recourse for any material breach of representation or warranty in this Article 5 shall be for the Purchasers to not complete the transactions in accordance with Sections 7.1 and 7.2 of this Agreement.

ARTICLE 6 COVENANTS

6.1 Maintenance of Business Until Closing

Until the applicable Closing Date, subject to the provisions of the BIA or the US Bankruptcy Code, or any order of the Court or the US Court in the Proposal Proceedings or the Chapter 15 Proceedings, the Vendors shall:

- (a) conduct the Business in accordance with historical practices having due regard to the interests of the Purchasers under this Agreement;
- (b) cause the Equipment and Leased Equipment to be maintained in accordance with historical practices;
- (c) not, directly or indirectly, do or permit to occur any of the following:
 - (i) acquire any assets (excluding Inventory in the ordinary course) having an acquisition cost of more than fifty thousand dollars (\$50,000) individually or in the aggregate;
 - (ii) sell, lease, assign, transfer, abandon or otherwise dispose of any of the Purchased Assets, excluding Inventory in the ordinary course of business;
 - (iii) make or commit to make any capital expenditures of more than fifty thousand dollars (\$50,000) individually or in the aggregate;
 - (iv) agree to assume any new obligation or commitment respecting the Purchased Assets or encumber, pledge, grant or create a security interest over the Purchased Assets, if the result is an Encumbrance against the Purchased Assets in excess of fifty thousand dollars (\$50,000);
 - (v) amend or agree to amend or terminate any of the Assumed Contracts or enter into an agreement in respect of the Purchased Assets;
 - (vi) agree to, authorize, approve, accept, propose or acquiesce to any release, waiver, surrender, cancellation, relinquishment or restriction of any material right or entitlement relating to the Purchased Assets or the Business, whether under contract or otherwise; or

- (vii) transfer or consent to the transfer of any material right or entitlement that may be exercised against a Vendor, which relates to the Purchased Assets or the Business;
- (d) preserve intact the Business and the Purchased Assets and use reasonable commercial efforts in the circumstances to preserve for Purchasers the goodwill of suppliers, customers and others having business relations with the Business;
- (e) use reasonable commercial efforts to perform and comply with the covenants contained in the Assumed Contracts to be performed or complied with by the Vendors prior to Closing;
- (f) promptly provide the Purchasers with:
 - (i) any material communication, notice, report, schedule or other document delivered, filed or received by the Vendors in connection with the Business or Purchased Assets or any filings under Applicable Law relating to the Business or Purchased Assets; and
 - (ii) full particulars of any Claim or any proceeding against, involving or affecting Vendors, the Business or Purchased Assets or any current or former employee, agent or other Representative of Vendors of which the Vendors shall receive written notice, including copies of any documentation relating thereto;
- (g) use reasonable commercial efforts to maintain any Permits currently in effect related to the Business until Closing;
- (h) use reasonable commercial efforts to maintain any insurance currently in effect respecting the Purchased Assets until Closing; and
- (i) use reasonable commercial efforts to pay and discharge all liabilities or obligations of the Vendors in the ordinary and usual course of the Business consistent with past practice, except for such liabilities or obligations: (i) as may be contested by the Vendors in good faith; or (ii) that existed prior to the date of the Proposal Proceedings.

6.2 Access

- (a) Until the Closing Date, the Vendors shall provide the Purchasers and their Representatives with all access to the Purchased Assets (including the Vendors' yards, corporate offices or other places where any of the Purchased Assets are located as well as to the Books and Records) and personnel of the Vendors reasonably required by the Purchasers in order to allow for and assist the Purchasers with the inspection of, and the integration and transition of, the Purchased Assets into the Purchasers' overall operations and business and in order to allow for an orderly passing of the Purchased Assets to the Purchasers following Closing in accordance herewith.
- (b) Notwithstanding Section 6.2(a), the Purchasers acknowledge that the Vendors will be continuing to operate the Purchased Assets until Closing and, accordingly, that

the Purchasers' access to the Purchased Assets before Closing will only be allowed on reasonable notice to the Vendors and on the condition that such access does not interfere with or interrupt the operation of the Purchased Assets and is consistent with Applicable Law.

- (c) Following the Closing Date, the Purchasers is required to hold all Books and Records and make the same available to the Vendors for six (6) years from the Closing Date. If the Purchasers want to dispose of any Books and Records prior to the six (6) year period from the Closing Date, they must notify the Vendors and provide the Vendors with an opportunity to take possession of the same.
- (d) The access to the Purchased Assets to be afforded to the Purchasers and their Representatives pursuant to this Section 6.2 will be subject to the Assumed Contracts, all of the Vendors' health, safety and Environmental rules, policies and procedures and any and all restrictions imposed by a Governmental Authority. Further, the Purchasers acknowledge and agree that they shall:
 - (i) be solely liable and responsible for any and all Losses and Liabilities which the Vendors or their Representatives may suffer, sustain, pay or incur; and
 - (ii) as a separate covenant, indemnify and save harmless the Vendors and their Representatives harmless from any and all Claims or Losses and Liabilities whatsoever which may be brought against, suffered by or incurred by the Vendors or their Representatives;

arising out of, resulting from, attributable to or in any way connected with any access provided to the Purchasers or their Representatives pursuant to this Section 6.2(c).

6.3 Agreement Not to Sell and Opposition to any Competing Offers

The Vendors and their agents will not, nor will the Vendors permit any of their respective officers, employees or agents (including investment bankers, attorneys and accountants) directly or indirectly to, solicit, discuss, encourage or accept any competing offers for the purchase of the Business and/or the Purchased Assets, whether as a primary or back-up offer, or to take any other action with the intention or reasonably foreseeable effect of leading to any commitment or agreement to sell the Business and/or the Purchased Assets. In addition, the Vendors and their agents shall actively oppose any application for the approval of any other competing offers for the purchase of the Business and/or the Purchased Assets.

6.4 Possession of Purchased Assets and Expenses for Removal

- (a) If the Closing occurs, the applicable Purchaser shall be responsible for and shall take possession of the Purchased Assets at (i) their location(s) as at the date of Closing or (ii) such other location as the Parties may agree in writing at the applicable Purchaser's sole cost and expense (the "**Delivery Locations**"). For reference, the location(s) of the Purchased Assets as at the date of this Agreement are specified in Schedule 1.1(gg). The Purchasers acknowledge that the locations disclosed by the Vendors in Schedule 1.1(gg) may not be the Delivery Locations and the Vendors may, prior to Closing, transport any Purchased Asset to a new location and, in the event of such transport, the Vendors will deliver an updated version of Schedule 1.1(gg) to the Purchasers (which reflects and confirms the

Delivery Locations) as soon as reasonably practicable prior to the Closing Date. In addition, the applicable Purchaser shall be responsible and pay as and when required:

- (i) any and all costs of dismantling or removing Purchased Assets from the applicable Delivery Location(s) and/or transporting them to a new location; and
 - (ii) the cost of repairing any damage caused by dismantling or removal of any of the Purchased Assets from the applicable Delivery Location(s) and/or transporting to a new location.
- (b) The applicable Purchaser shall be liable for any and all Claims, Losses and Liabilities whatsoever caused by or in any way arising out of any dismantling or removal of any Purchased Assets from the designated Delivery Locations or any failure to dismantle or remove any Purchased Assets from the designated Delivery Locations. The Purchasers shall indemnify and save harmless the Vendors, the Proposal Trustee, their Representatives and their respective officers, directors, employees or other Representatives in respect of and from any and all Claims, Losses and Liabilities that any of them may incur or suffer by reason of any dismantling or removal of any Purchased Assets from the designated Delivery Location, or any failure to dismantle or remove any Purchased Assets from the designated Delivery Location, including any and all costs relating to repairing any damage caused by the applicable Purchaser to any premises when removing the Purchased Assets.

6.5 Personal Information

Each Vendor and each Purchaser shall at all times:

- (a) use and disclose the Personal Information under their or its control solely for the purposes for which the Personal Information was collected or such additional purposes as are permitted or authorized by Applicable Law;
- (b) protect the Personal Information using security safeguards that meet or exceed industry standards, taking into account the sensitivity of the Personal Information; and
- (c) give effect to any withdrawal of consent by the individual to whom the Personal Information relates where the Personal Information was collected with consent.

6.6 Employee Matters

- (a) Each Vendor agrees that, during the period between execution of this Agreement and the Effective Time, the applicable Purchaser shall have the right, but not the obligation, to meet with and engage in discussions with the Employees regarding potential employment with the applicable Purchaser following the Effective Time. If the applicable Purchaser elects to meet with any of such Employees, the Vendors will, subject to Section 6.7, promptly provide to the applicable Purchaser any necessary information in the Vendors' possession as the applicable Purchaser

may reasonably request relating to potential employment of such Employees following the Effective Time.

- (b) At least ten (10) Business Days prior to the Effective Time, the Purchasers shall deliver to the Vendors the form of written offer of employment that is to be provided to Employees in accordance with Section 6.6(c), and agrees to act reasonably in considering any comments provided by the Vendors on such form. Such form of written offer of employment shall be:
 - (i) conditional upon Closing;
 - (ii) effective as of the Effective Time;
 - (iii) recognize each Employee's prior years of service with the Vendors for all purposes, including but not limited to calculation of notice of termination (or pay in lieu thereof), severance, vacation, benefits and any other employment-related entitlements; and
 - (iv) provide employment on substantially similar terms and conditions of employment in the aggregate as provided by the Vendors (other than certain alterations to the commission programs of the sales personnel) to the Employees immediately prior to Closing, having regard to the terms and conditions of employment relating to salary, wages, incentive-based compensation, benefits, vacation pay and entitlements upon termination of employment.
- (c) The applicable Purchaser shall make offers of employment, using the form of written offer of employment outlined in Section 6.6(b), to all Employees listed in Schedule 6.6, which Schedule may be reasonably amended by the applicable Purchaser prior to Closing.
- (d) At least two (2) Business Days prior to the Effective Time, the Purchasers shall deliver to the Vendors a list of the Employees who have accepted the written offers of employment provided pursuant to Section 6.6(c) (the "**Transferred Employees**"). Following the Effective Time, the Purchasers shall employ each of the Transferred Employees on the terms and conditions set forth in the accepted written offers of employment pursuant to Section 6.6(c).
- (e) Prior to the Effective Time, the Vendors shall be responsible and indemnify the Purchasers, on a joint and several basis, for all Losses and Liabilities, Claims, penalties and assessments relating to the employment or termination thereof of all Employees. On and after the Effective Time, and conditional upon Closing, the Vendors shall be responsible, on a joint and several basis, for all Losses and Liabilities, Claims, penalties and assessments relating to the employment or termination thereof of all Employees who are not Transferred Employees.
- (f) On or after the Effective Time, the Purchasers shall be responsible for and indemnify the Vendors, on a joint and several basis, in respect of all Losses and Liabilities, Claims, penalties and assessments relating to the employment or termination thereof of all Transferred Employees.

6.7 Privacy Laws

- (a) Each Party shall, and shall ensure that its Representatives shall, comply with Applicable Privacy Law in the course of their collection, use and disclosure of Transaction Personal Information pursuant to this Agreement.
- (b) Each Party agrees that the collection, use and disclosure of Transaction Personal Information is necessary for the purposes of determining if the Parties will proceed with the Transaction and completing the Transaction.
- (c) The Purchasers shall, and shall ensure that their Representatives shall, not use Transaction Personal Information for any purposes other than those related to evaluation of the Transaction and/or the completion of the Transaction.
- (d) If the Transaction proceeds, neither the Purchasers nor any of their Representatives shall, after Closing, without the consent of the individuals to whom such Personal Information relates, or as otherwise permitted or required by Applicable Law, use or disclose Transaction Personal Information for purposes other than those for which such Transaction Personal Information was originally collected prior to Closing.
- (e) In the event of the successful completion of the Transaction, the Purchasers, if and only to the extent required by Applicable Privacy Law that governs the Personal Information of individuals whose Personal Information has become Transaction Personal Information, shall notify such individuals that a business transaction has taken place and that their Personal Information was disclosed by the Vendors to the Purchasers for the purposes of this Agreement.
- (f) If this Agreement is terminated as provided herein, the Purchasers shall promptly deliver to the Vendors all Transaction Personal Information in their possession or in the possession of their Representatives, including all copies, reproductions, summaries or extracts thereof.
- (g) The Purchasers shall use all reasonable efforts to protect and safeguard the Transaction Personal Information including to protect the Transaction Personal Information from loss or theft, or unauthorized access disclosure, copying, use, modification, disposal or destruction and promptly advise the Vendors should any such loss, theft or unauthorized activity occur prior to the completion of the transactions contemplated herein.

ARTICLE 7 CONDITIONS OF CLOSING

7.1 Mutual Conditions

The respective obligations of the Parties to complete the Transaction contemplated in respect of the Purchased Assets and Business of each of Nilex Canada and Nilex USA (each, an “**Applicable Transaction**”) are subject to the following conditions being fulfilled or performed at or prior to the Closing Time on the applicable Closing Date:

- (a) in respect of the Canadian Closing, the Court has granted the Sale Approval and Vesting Order;
- (b) in respect of the US Closing, the US Court has granted both the Recognition Order and the Vesting Recognition Order and such orders shall be Final Orders;
- (c) all necessary waivers, consents and/or approvals of Governmental Authority, if any, for completion of the Applicable Transaction have been obtained;
- (d) no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or law which has the effect of: (i) making the Applicable Transaction illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation the Applicable Transaction; and
- (e) the applicable Closing is not otherwise prohibited by Applicable Law.

The foregoing conditions are for the mutual benefit of the Vendors and the Purchasers and may be asserted by the Vendors or the Purchasers regardless of the circumstances and may be waived only with the written agreement of each of the Vendors and the Purchasers. The Parties agree that any inability to complete or delay in the US Closing will not affect or inhibit the Parties ability or obligation to complete the Canadian Closing.

7.2 Conditions for the Benefit of the Purchaser

The obligation of the applicable Purchaser to complete the Applicable Transaction is subject to the following conditions being fulfilled or performed as at or prior to the Closing Time on the applicable Closing Date:

- (a) the US Closing shall not take place unless the Canadian Closing is completed prior thereto or simultaneously therewith;
- (b) all representations and warranties of the Vendors contained in this Agreement, relating to the Applicable Transaction shall be true and correct in all material respects as at the Closing Time with the same force and effect as if made at and as of such time, and the applicable Vendor shall have delivered to the applicable Purchaser a certificate to that effect substantially similar in form to that attached hereto as Exhibit A;
- (c) the Vendors have complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement relating to the Applicable Transaction;

- (d) the Vendors shall have executed and delivered or caused to have been executed and delivered to the Purchasers at the Closing all the documents contemplated in Section 8.2 relating to the Applicable Transaction.

The foregoing conditions are for the exclusive benefit of the Purchasers and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchasers may have. If any of the said conditions have not been complied with or waived by the Purchasers at or before the applicable Closing Time, the Purchasers may terminate this Agreement by written notice to the Vendors in accordance with Article 10.

7.3 Conditions for the Benefit of the Vendor

The obligation of the Vendors to complete the Applicable Transaction is subject to the following conditions being fulfilled or performed as at or prior to the Closing Time on the applicable Closing Date:

- (a) all representations and warranties of the Purchasers contained in this Agreement relating to the Applicable Transaction shall be true and correct in all material respects as at the Closing Time with the same force and effect as if made at and as of such time, and the applicable Purchaser shall have delivered to the applicable Vendor a certificate to that effect substantially similar in form to that attached hereto as Exhibit B;
- (b) the Purchasers have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement relating to the Applicable Transaction;
- (c) the Purchasers shall have executed and delivered or caused to have been executed and delivered to the applicable Vendor at the Closing all the documents contemplated in Section 8.3 relating to the Applicable Transaction.

The foregoing conditions are for the exclusive benefit of the Vendors and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendors may have. If any of the said conditions have not been complied with or waived by the Vendors at or before the Closing Time, the Vendors may terminate this Agreement by written notice to the Purchasers in accordance with Article 10.

7.4 Satisfaction of Conditions

Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfil and assist in the fulfillment of the conditions set forth in Sections 7.1, 7.2 and 7.3. In addition, each of the Parties agrees not take any action that could reasonably be expected to preclude, delay or have an adverse effect on the Transaction or would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

7.5 Payment of Taxes

Except as otherwise provided in this Agreement, the applicable Purchaser shall pay all Transfer Taxes applicable to, or resulting from the transactions contemplated by, this Agreement (other than Transfer Taxes payable by the Vendors under Applicable Law) and any filing, registration,

recording or transfer fees payable in connection with the instruments of transfer provided for in this Agreement.

7.6 Co-operation in Filing of Tax Returns

The Purchasers agrees to provide to the Vendors all reasonable co-operation following the Closing Date in connection with the filing of Tax Returns of the Vendors in respect of which the Books and Records delivered to the Purchasers pursuant to this Agreement are relevant.

ARTICLE 8 CLOSING

8.1 Closing Date and Place of Closing

Subject to the conditions set out in this Agreement, the applicable Closing shall close and be completed on the applicable Closing Date. The applicable Closing shall take place at the Closing Time at the Calgary, Alberta offices of the Vendors' Solicitors, or at such other time or such other location as the Parties may agree in writing.

8.2 Deliveries on Closing by the Vendors

The applicable Vendor shall deliver to the applicable Purchaser at the Closing Time:

- (a) in respect of the Canadian Closing, a copy of the Sale Approval and Vesting Order and in respect of the US Closing, copies of both the Vesting Recognition Order and the Recognition Order;
- (b) a certified resolution of the Vendor authorizing the Agreement and the sale of the Purchased Assets;
- (c) a certificate of status of the Vendor;
- (d) the Assignment and Assumption Agreement, duly executed by the Vendor;
- (e) the General Conveyance, duly executed by the Vendor;
- (f) the certificate of the Vendor referred to in Section 7.2(b);
- (g) any Specific Conveyances, requested by the applicable Purchaser, acting reasonably, each in form and substance satisfactory to the Parties, acting reasonably, duly executed by the Vendor;
- (h) the Books and Records;
- (i) the Transition Services Agreement duly executed by the Vendors;
- (j) proof satisfactory to the Purchasers, acting reasonably (which, for certainty, could include appropriate covenants from the Vendors to the Purchaser regarding their intention to make such proof available within a reasonable period of time following Closing), of payment by the Vendors of all amounts due to any Employee or former Employee of either Vendor in the form of Accrued Vacation and Wages (but

excluding, for certainty, payment of termination and severance amounts), including in respect of the Transferred Employees;

- (k) a statement of Cure Costs owing; and
- (l) such further and other documents as is referred to in this Agreement or as the applicable Purchaser may reasonably require to give effect to this Agreement.

8.3 Deliveries on Closing by the Purchasers

The applicable Purchaser shall deliver to the applicable Vendor at the Closing Time:

- (a) the applicable Closing Payment as contemplated by Section 3.3;
- (b) a certified resolution of the Purchaser authorizing the Agreement and the purchaser of the Purchased Assets;
- (c) a certificate of status of the Purchaser;
- (d) the Assignment and Assumption Agreement, duly executed by the Purchaser;
- (e) the General Conveyance, duly executed by the Purchaser;
- (f) the certificate of the Purchaser referred to in Section 7.3(a);
- (g) any Specific Conveyances, requested by the Vendor, acting reasonably, each in form and substance satisfactory to the Parties, acting reasonably, duly executed by the Purchaser;
- (h) the Transition Services Agreement, duly executed by the Purchaser; and
- (i) such further and other documents as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

8.4 Risk and Insurance

The risk of loss of the applicable Purchased Assets shall remain with the Vendors until the applicable Closing. Upon such Closing, all title and risk in respect of the Purchased Assets shall pass to the applicable Purchaser effective as of the Effective Time. Any property, liability and other insurance maintained by the Vendors shall not be transferred as of the Closing Time, but shall remain the responsibility of the Vendors until the Closing Time. The applicable Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Purchased Assets in respect of the period from and after the Closing Time.

ARTICLE 9 INDEMNITY

9.1 Indemnification Given by Purchasers

If Closing occurs, the Purchasers shall, on a joint and several basis, without any further necessary action on the part of the Vendors or the Purchasers:

- (a) be liable to the Vendors for; and
- (b) as a separate covenant, save and hold harmless and indemnify the Vendors and their Representatives from and against

all Losses and Liabilities suffered, sustained, paid or incurred by any of them to the extent arising or accruing on or after the Effective Time and which relate to the Purchased Assets, including all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Purchased Assets arising or accruing on or after the Effective Time. The Purchasers' indemnity obligation set forth in this Section 9.1 shall survive the Closing Date indefinitely.

9.2 Third Party Claims

- (a) If a Vendor receives notice of the commencement or assertion of any Third Party Claim for which the Purchasers may be liable pursuant to this Agreement, the Vendor shall give the Purchasers reasonably prompt notice thereof, but in any event no later than fourteen (14) days after receipt of such notice of such Third Party Claim. Such notice to the Purchasers shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the Loss that has been or may be sustained by the Vendor, and a reference to the provisions of this Agreement upon which such claim is based.
- (b) The Purchasers may participate in the defence of any Third Party Claim by giving notice to that effect to the Vendor not later than seven (7) days after receiving notice of that Third Party Claim so long as: (i) the Purchasers first acknowledge to the Vendor, in writing, liability to the Vendor under this Agreement with respect to such Third Party Claim and that the outcome of such Third Party Claim does not alter or diminish the Purchasers' obligation to indemnify the Vendor pursuant to this Agreement, subject to the Purchasers' right to contest in good faith the Third Party Claim; (ii) the Purchasers have the financial resources to defend against the Third Party Claim and fulfill any indemnification obligations and has provided the Vendor with evidence thereof; and (iii) the Purchasers participate in the defence of the Third Party Claim actively and diligently. The Purchasers' right to do so shall be subject to the rights of any insurer or other Third Party who has potential liability in respect of that Third Party Claim. The Purchasers shall pay all of its own expenses of participating in or assuming such defence. The Vendors shall cooperate in good faith in the defence of each Third Party Claim and may participate in such defence assisted by counsel of its own choice at its own expense.
- (c) If the Vendor has not received notice within the notice period that the Purchasers have elected to participate in the defence of such Third Party Claim, or if the Purchasers have given such notice but thereafter fail to conduct such defence of such Third Party Claim actively and diligently, the Vendor may, at its option, elect to settle or compromise the Third Party Claim on terms of its choosing, or assume such defence assisted by counsel of its own choosing, and the Purchasers shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Loss suffered or incurred by the Vendor with respect to such Third Party Claim.

9.3 Failure to Give Timely Notice

A failure to give timely notice as provided in this Article 9 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise prejudiced as a result of such failure.

9.4 No Merger

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

ARTICLE 10 TERMINATION

10.1 Termination

This Agreement may be terminated at any time prior to the applicable Closing:

- (a) by the mutual written consent of the Parties hereto and the Proposal Trustee;
- (b) by the Purchasers upon written notice to the Vendors, if a Vendor breaches any of the material obligations, covenants, representations and warranties under this Agreement, and such breach not having been cured within three (3) Business Days of written notice of such material breach being given by the Purchasers to the Vendors;
- (c) by the Vendors, with the consent of the Proposal Trustee, upon written notice to the Purchasers, if the Purchasers breach any of the material obligations, covenants, representations and warranties under this Agreement, and such breach not having been cured within three (3) Business Days of written notice of such material breach being given by the Vendors to the Purchasers;
- (d) by the Purchasers upon written notice to the Vendors if the conditions for the benefit of the Purchasers pursuant to the provisions of Section 7.2 are not satisfied or waived by or on the applicable Closing Date;
- (e) by the Vendors, with the consent of the Proposal Trustee, upon written notice to the Purchasers if the conditions for the benefit of the Vendors pursuant to the provisions of Section 7.3 are not satisfied or waived by or on the applicable Closing Date;
- (f) by either the Vendors or Purchasers, with the consent of the Proposal Trustee, upon written notice if Closing does not occur on or before February 28, 2023 (the "**Outside Date**");

- (g) with respect to the portions of this Agreement that address sale of the Purchased Assets by Nilex USA and the US Closing only, by Purchasers or Vendors, upon: (i) denial of the Recognition Order or Vesting Recognition Order or (ii) dismissal or conversion of the Chapter 15 Proceedings if they occur prior to approval of the Recognition Order or the Vesting Recognition Order;
- (h) with respect to the portions of this Agreement that address sale of the Purchased Assets by Nilex USA and the US Closing only, by Purchasers or Vendors, if after Proposal Proceedings are granted, the Vesting Recognition Order is stayed, vacated or varied without Purchasers' prior written consent;
- (i) with respect to the portions of this Agreement that address sale of the Purchased Assets by Nilex USA and the US Closing only, by Purchasers or Vendors, if after the Recognition Order is granted, the Sale Approval and Vesting Order is stayed, vacated or varied without Purchasers' prior written consent; or
- (j) by the either Party upon written notice to the other Party if the conditions for the benefit of the Parties pursuant to the provisions of Section 7.1 are not satisfied or waived by or on the applicable Closing Date

provided that a Party shall not be permitted to exercise or purport to exercise any right of termination pursuant to this Section 10.1 if the event or circumstances giving rise to that right is due to a breach of this Agreement by that Party.

10.2 Effect of Termination

Notwithstanding any termination of this Agreement by the Vendors or the Purchasers as permitted under Section 10.1, the provisions of Sections 3.2, 9.1, 9.2, 9.3, 10.2, 11.1, 11.4, 11.5, 11.11 and 11.14 shall remain in full force and effect following any such permitted termination of this Agreement. In addition and notwithstanding anything to the contrary in this Agreement, but subject at all times to Section 7.2(a) to the extent this Agreement is terminated pursuant to the terms of this Agreement following: (i) the Canadian Closing but prior to the US Closing, such termination shall only be in respect of the US Closing, and shall not affect the consummation of the Transaction pursuant to the Canadian Closing and (ii) the US Closing but prior to the Canadian Closing, such termination shall only be in respect of the Canadian Closing, and shall not affect the consummation of the Transaction pursuant to the US Closing; it being the express intent of the Parties that each Closing may happen independently of the other.

ARTICLE 11 MISCELLANEOUS

11.1 Public Announcements

- (a) Subject to Section 11.1(b) and 11.1(c), if a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the Transaction, the disclosing Party shall provide the other Party with an advance copy of any such press release or public disclosure with sufficient time to enable the other Party to review such press release or other public disclosure and provide any comments. The disclosing Party shall not issue such press release or other public disclosure without the prior written consent of the other Party, such consent not to be unreasonably withheld.

- (b) Notwithstanding Section 11.1(a), this Agreement may be filed by the Vendors and/or the Proposal Trustee with the Court, and the Transaction may be disclosed by the Vendors and/or the Proposal Trustee to the Court, subject to redacting confidential/sensitive information and seeking Court Approval for the temporary sealing of such confidential/sensitive information as permitted by Applicable Law and rules. The Parties further agree that:
 - (i) the Vendors may file evidence, and the Proposal Trustee may prepare and file reports and other documents with the Court containing references to the Transaction and the terms of such Transaction; and
 - (ii) the Vendors and the Proposal Trustee and their Representatives may prepare and file such evidence or reports, as applicable, and other documents with the Court containing references to the Transaction contemplated by this Agreement and the terms of such Transaction as may reasonably be necessary to obtain the Court Approval and to complete the Transaction contemplated by this Agreement or to comply with their respective obligations to the Court.

- (c) Notwithstanding Section 11.1(a), where public disclosure of this Agreement, the terms hereof or the Transaction is required by Applicable Law or a Governmental Authority, except where compliance with Applicable Laws or stock exchange rules would not permit the Party required to make the disclosure to do so, the Party required to make the disclosure shall:
 - (i) use commercially reasonable efforts to provide the other Parties with a draft of any such proposed public, announcement or press release at least twenty four (24) hours prior to the proposed release thereof; and
 - (ii) to the extent reasonably possible, incorporate any reasonable amendments to the proposed public announcement or press release that one or more of the other Parties request sufficiently prior to the release thereof in order for the Party making such public announcement or press release to review and evaluate such proposed amendments.

11.2 Specific Conveyances

No Specific Conveyance shall confer or impose upon a Party any greater right or obligation than contemplated in this Agreement. The Purchasers may prepare Specific Conveyances which they reasonably wishes to have executed and shall provide same to the Vendors for their review and execution in a timely fashion prior to the Closing Time. The Purchasers shall, as applicable, register and/or distribute all Specific Conveyances and all costs and fees, including making all deposits and providing all assurances and security of every nature and kind required in connection with the distribution and registration of the Specific Conveyances and the conveyance, transfer and assignment of the Purchased Assets to the applicable Purchaser and the recognition of the applicable Purchaser as the holder thereof shall be for the account of the applicable Purchaser.

11.3 Obligations to Survive

With the exception of the representations and warranties of the Parties contained in Section 5.1 and 5.2 (which shall not survive the Closing of the purchase and sale of the Purchased Assets

pursuant to this Agreement and shall expire and be terminated and extinguished upon Closing), notwithstanding the Closing contemplated hereunder or the delivery of documents pursuant to this Agreement, the obligations, covenants, representations and warranties of the Parties set out in this Agreement shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties thereafter.

11.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). Each Party irrevocably submits to the exclusive jurisdiction of the Court with respect to the resolution of any dispute arising from this Agreement.

11.5 Consequential Damages

Under no circumstance shall any Party, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential or indirect damages (including for greater certainty, any loss of profits) (collectively, "**Consequential Damages**") that may be alleged to result in connection with, arising out of, or relating to this Agreement or the Transaction.

11.6 Further Assurances

Each of the Parties from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

11.7 No Assignment by Purchasers

The Purchasers shall not, without the Vendors' prior written consent, assign any right or interest in this Agreement, which consent may be withheld in the Vendors' sole and absolute discretion, except that the Purchasers shall have the right to assign any or all of their rights, interests or obligations hereunder to one or more Affiliates of the Purchasers, provided that such Affiliate agrees to be bound by the terms of this Agreement and provided that the Purchasers shall remain liable hereunder for any breach of the terms of this Agreement by such Affiliate. The Vendors shall not assign any right or interest in this Agreement.

11.8 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

11.9 Amendment

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized Representative of each Party and approved by the Proposal Trustee.

11.10 Time of the Essence

Time is of the essence in this Agreement.

11.11 Costs and Expenses

Except as expressly set forth in this Agreement, each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction.

11.12 Notices

Any notice, demand or other communication required or permitted to be given to any Party shall be given in writing and addressed as follows:

- (a) in the case of the Vendors:

c/o Nilex Inc.
6810 8 Street NW
Edmonton, AB T6P 0C5

Attention: Jeff Allen
Email: jeff.allen@nilex.com

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
Suite 3500, 855 – 2nd Street SW
Calgary, AB T2P 4J8

Attention: Kelly J. Bourassa
Email: kelly.bourassa@blakes.com

with a copy (which shall not constitute notice) to:

KSV Restructuring Inc.
in its capacity as Proposal Trustee

Attention: Bobby Kofman/David Sieradzki
Email: bkofman@ksvadvisory.com / dsieradzki@ksvadvisory.com

- (b) In the case of the Canadian Purchaser or US Purchaser:

c/o Leggett & Platt Incorporated

No. 1 Leggett Road, Carthage, Missouri 64836

Attention: Ryan Kleiboeker, Corporate Development; Scott Lowery, Legal Department

Email: ryan.kleiboeker@leggett.com; scott.lowery@leggett.com

with a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP
Suite 3400, 350 7 Ave SW
Calgary, Alberta T2P 3N9

Attention: Constantinos Ragas

Email: cragas@fasken.com

A notice is deemed to be given and received if: (i) sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (prevailing local time in place of receipt) and otherwise on the next Business Day; or (ii) sent by email, on the date of transmission if it is a Business Day and the transmission was made prior to 4:00 p.m. (prevailing local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice to that Party. The failure to send a copy of a notice to legal counsel does not invalidate delivery of that notice to a Party.

11.13 Enurement

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

11.14 Third Party Beneficiaries

Except as otherwise provided for in Section 2.3 each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns.

11.15 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

11.16 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and

discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement.

11.17 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or other electronic means of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.


[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF this Agreement has been properly executed by the Parties as of the date first above written.

NILEX INC.

Per: 
Name: Trevor Derksen
Title: President & CEO

NILEX USA INC.

Per: 
Name: Trevor Derksen
Title: President & CEO

TERRAFIX GEOSYNTHETICS INC.

Per: _____
Name:
Title:

HANES COMPANIES, INC.

Per: _____
Name:
Title:

IN WITNESS WHEREOF this Agreement has been properly executed by the Parties as of the date first above written.

NILEX INC.

Per: _____
Name:
Title:

NILEX USA INC.

Per: _____
Name:
Title:

TERRAFIX GEOSYNTHETICS INC.

Per: John Dowdell
Name: JOHN DOWDELL
Title: VICE PRESIDENT

HANES COMPANIES, INC.

Per: John Dowdell
Name: JOHN DOWDELL
Title: SENIOR VICE-PRESIDENT

Schedule 1.1(a)
Accounts Receivable

Available on request, subject to confidentiality restrictions.

Schedule 1.1(i)

Assumed Contracts

1. Hosted Collaboration Solution Service Schedule dated August 30, 2013 and Service Order dated June 18, 2021 and between Nilex Inc. and Allstream Business Inc.
2. Vehicle Master Lease Agreement dated February 9, 2016 between Foss National Leasing Ltd. and Nilex Inc.
3. Preferred Supplier Master Service Agreement dated January 1, 2017 between Nilex Inc. and Graham Group Ltd., as amended by the Amending Agreement dated May 1, 2019
4. Premier Lease Agreement dated January 12, 2018 between Nilex Inc. and Konica Minolta Business Solutions (Canada) Ltd.
5. Master Open-End Vehicle Lease Agreement dated October 22, 2018 between Admiral Leasing and Nilex USA Inc.
6. Right of First Refusal / Canada Staffing Agreement Proposal dated April 24, 2020 between Nilex Inc. and Instant Recruitment Solutions Inc.
7. Agreement dated November 3, 2020 between Nilex Inc. and Whispering Pines/Clinton Indian Band
8. Outdoor Storage Rental Agreement dated November 20, 2020 between 15253 E. Fremont Dr LLC and Nilex USA Inc.
9. License Agreement (Armortec) dated November 27, 2020 between Contech Engineered Solutions LLC and Nilex Inc.
10. Memorandum of Understanding February 8, 2021 between Nilex Inc. and Sqewqel Development LLP, as represented by Sqewqel Development Corporation
11. Terms of Service Agreement dated March 11, 2021 between Nilex Inc. and Western Archives
12. Communications Services Agreement dated March 17, 2021 between Nilex Inc. and Telus Communications Inc.
13. DRAFT Distributor Agreement dated April ____, 2021 between Nilex Inc. and Siplast, Inc.
14. Contract Agreement for Snow Removal Services dated September 8, 2021 between Nilex Inc. and CDL Choquette Developments Ltd.
15. Bell Mobility Services Agreement dated November 26, 2021 between Nilex Inc. and Bell Mobility

16. Backup As a Service (Bass) Renewal Proposal dated April 5, 2022 between Nilex Inc. and Stage2Data Inc.
17. Agreement for Managed and Project Services dated September 22, 2022 between Nilex Inc. and CompuVision
18. Calgary Premises Lease dated March 1, 2008 between ADAK Properties Canada Inc. and Nilex Inc. in respect of 9222 40th St SE, Calgary, Alberta, as amended by Lease Extension Agreement dated March 15, 2013, Second Lease Extension Agreement dated March 1, 2015, Third Lease Extension Agreement dated May 1, 2016, Fourth Lease Extension Agreement dated April 1, 2019 and Amendment to Fourth Lease Extension Agreement dated May 1, 2020
19. Offer to Lease dated April 19, 2013 between Adak Investments Canada ULC and Nilex Inc. in respect of 6810 – 8th Street, Edmonton, Alberta and Lease Agreement dated April 25, 2014, as amended by Lease Amending Agreement dated September 1, 2016 and Lease Amending Agreement dated May 1, 2020
20. Lease dated October 5, 2016 between Kelfor Properties Inc. and the Vendor, in respect of 18877 – 96 Ave, Surrey, BC, as amended by a Lease Amending Agreement dated May 15, 2017
21. Pension Plan for the employees of Nilex Inc. and Participating Employers, Policy/Plan Number 61507, Registration Number 1074939

Schedule 1.1(gg)

Delivery Location

Nilex Locations

<u>Location Code</u>	<u>Name</u>	<u>Address</u>
CM Canada	Calgary	9222 40 Street SE Calgary, AB T2C 2P3
EDM Canada	Edmonton	6810 8 Street NW Edmonton, AB T6P 0C5
VS Canada	Surrey	18877 - 96 Avenue Surrey, BC V4N 3P3
SM Canada	Saskatoon	4, 3003 Millar Avenue Saskatoon, SK S7K 6G5
XM Canada	Ontario Main	#2, 40 Audia Court Vaughan, ON L4K 3N4
DEN 80112 USA	Denver	15354 E. Hinsdale Circle Centennial, CO
SLC 84116 USA	Salt Lake City	425 N Neil Armstrong Road Salt Lake City, UT

Inventory at Third Party Locations

<u>Location Code</u>	<u>Name</u>	<u>Address</u>
BVL FTM Canada	Bonnyville Fort McMurray	62007 Hwy 41 Bonnyville, AB T9N 2J2 Canada 100 Royer Way Fort McMurray, AB T9H 0EL
CB Canada	Canal Block	3562 Nugent Road Port Colborne, ON L3K 5V5

Inventory at Suppliers

<u>Location Code</u>	<u>Name</u>	<u>Address</u>
VT Canada	Pacific True-Blue Yard	3963 Phillips Avenue Burnaby, BC V5A 3K4
XN 1G0 Canada	Ontario Newtonbrook	2665 Aurora Road Gormley, ON L0H

Schedule 1.1(mm)

Equipment

See attached Excel file.

Nilex Inc and Nilex USA Inc. – Equipment Summary as of September 30, 2022

<i>As of September 30, 2022</i>	Nilex Inc	Nilex USA Inc
	<i>CAD Dollars</i>	<i>USD Dollars</i>
Equipment	848,302.99	82,312.41
Less: Equipment Excluded	(53,599.23)	(36,603.43)
Equipment After Exclusions	794,703.76	45,708.98

(1) Amounts in CAD dollars

Nilex Inc – Equipment ⁽¹⁾ by Location as of September 30, 2022

Location	Type	Account	Asset Description	Acquisition Date	Closing NBV	Deprn Exp Accounts
Calgary	M&E: Forklifts	1530	CM Forklift WESTMA C71344	10/05/20	14,939.80	8339-NI-C-13
Calgary	Leasehold Improvements	1550	CM ALARM SYSTEM	08/18/21	4,573.86	8590-NI-C-12
Calgary	Leasehold Improvements	1550	CM DOCK LEVELER	12-2020	3,877.57	8590-NI-C-12
Calgary	Furniture & Fixtures	1510	CM Office Chairs	05/31/21	2,258.67	8590-NI-C-12
Calgary	Leasehold Improvements	1550	Mechncal Dock Leveler Raymond(Johnston equipmen) 470283	10/01/18	1,913.92	8590-NI-C-12
Calgary	Leasehold Improvements	1550	CM Racking	08/26/19	1,879.27	8590-NI-C-12
Calgary	Leasehold Improvements	1550	All West Coatings Ltd-Exterior Windows Coating Calgary	04/18	1,044.53	8590-NI-C-12
Calgary	Leasehold Improvements	1550	COMPETITION BLINDS&CLOSETS	2019-02-18	983.27	8590-NI-C-12
Calgary	Computer Equipment	1570	CM Computer Monitor	05/31/20	292.42	8590-NI-C-12
Calgary	Leasehold Improvements	1550	DOCK A220619A Blue Giant Leveler	01/24/18	130.32	8590-NI-C-12
Calgary	Furniture & Fixtures	1510	Allwest - Components for new office suite for Jason L.	02/11/11	-	8590-NI-C-12
Calgary	Furniture & Fixtures	1510	Konstant - Calgary Shop Racking	08/01/11	-	7590-NI-C-13
Calgary	Furniture & Fixtures	1510	Allwest - U-Shaped Workstation for David Tomlinson	03/08/12	-	8590-NI-C-12
Calgary	Furniture & Fixtures	1510	Red Dragon Enterprises - 6 Fabric Racks (Calgary)	8/23/2012	-	8590-NI-C-13
Calgary	Furniture & Fixtures	1510	Gregg Distributors - Dumb Bin for Calgary	4/15/2013	-	8590-NI-C-13
Calgary	Furniture & Fixtures	1510	Costco - Paulin Snow Thrower/Blower for Calgary	10/29/2013	-	8590-NI-C-13
Calgary	M&E: Forklifts	1530	Forklifts (Toyota) - Calg- unit 1C-KUGH0230PV	-	-	-
Calgary	M&E: Forklifts	1530	Arpac - Nissan IC Pneumatic Forklift - CM-MPI2A25LV- 3C	06/06/12	-	8339-NI-C-13
Calgary	M&E: Forklifts	1530	Wajax Equipment - Hyster H90FT Forklift - Calgary (serial #R00	3/21/2013	-	8339-NI-C-13
Calgary	M&E: Prodn Equip	1540	Inventory rack - Calgary (1 new)	-	-	7369-NI-C-13
Calgary	M&E: Prodn Equip	1540	ARNS - Stihl Chainsaw - Calgary	03/17/09	-	7369-NI-C-13
Calgary	M&E: Prodn Equip	1540	Fuslon Works Welding - racking for inventory storage - Calgary	3/19/2013	-	8369-NI-C-13
Calgary	M&E: Prodn Equip	1540	Konstant Redirack - Outside Racking for Liners - Calgary	4/30/2013	-	8369-NI-C-13
Calgary	Leasehold Improvements	1550	Interior Design- Renovation for Calgary Office- July 2014	06/01/14	-	8590-NI-C-12
Calgary	Computer Equipment	1570	Optiplex 745 desktop (Calg)	-	-	8590-NI-C-12
Calgary	Computer Equipment	1570	Dell Canada - Optiplex Desktop - 2 Calgary Sales 814N4J1	05/28/09	-	8590-NI-C-12
Calgary	Computer Equipment	1570	Dell Canada - Optiplex Desktop - 1 Calgary Whse f9y9wf1	05/28/09	-	7590-NI-C-13
Calgary	Computer Equipment	1570	Calgary - David T. 35KXXR1	-	-	8590-NI-C-12
Calgary	Computer Equipment	1570	- Mike N (Cal) CCLRfV1	-	-	8590-NI-C-11
Calgary	Computer Equipment	1570	Dell Canada - Dell 1610HD Projector - Calgary	5/16/13	-	8590-NI-C-12
Calgary	Computer Equipment	1570	Dell Canada - Dell Optiplex 7010 - Kaitlin S. BK5BDX1	5/07/13	-	8590-NI-C-12
Calgary	Computer Equipment	1570	Dell Canada - Dell Optiplex 7010 - Mike S. BK5CDX1	5/07/13	-	7590-NI-C-13
Calgary	Computer Equipment	1570	Dell Canada-Latitude E6440BTX- 1010845781- August 14-Way	7/14	-	8590-NI-C-12
Calgary	Computer Equipment	1570	Insight- 720205420- UPS for Calgary office-Aug 2014	8/14	-	8590-NI-C-12
Calgary	Computer Equipment	1570	CM 48%	-	-	8590-NI-C-12
Calgary	Computer Equipment	1570	CM Sales	-	-	8590-NI-C-12
Calgary	Computer Software	1580	Dell Canada - Symantec Ghost - 1 Calgary Reception	05/28/09	-	8590-NI-C-11
Calgary	Computer Software	1580	Dell Canada - Symantec Ghost - 1 Calgary - Jason	05/28/09	-	8590-NI-C-11
Calgary	Computer Software	1580	Dell Canada - Symantec Ghost - 3 Calgary - Sales	05/28/09	-	8590-NI-C-12
Calgary	Computer Software	1580	Dell Canada - Symantec Ghost - 1 Calgary - Whse	05/28/09	-	7590-NI-C-13
Calgary	Computer Software	1580	Dell Canada - MS Office Standard License-1 Cal Reception	05/28/09	-	8590-NI-C-11
Calgary	Computer Software	1580	Dell Canada - MS Office Standard License-1 Cal - Jason	05/28/09	-	8590-NI-C-11
Calgary	Computer Software	1580	Dell Canada - MS Office Standard License-3 Cal Sales	05/28/09	-	8590-NI-C-12
Calgary	Computer Software	1580	Dell Canada - MS Office Standard License-1 Cal Whse	05/28/09	-	7590-NI-C-13
Calgary	Computer Software	1580	Insight Canada - Autocad 2012 for MSE Calgary	06/25/12	-	8590-NI-C-12
Calgary	Computer Software	1580	Insight Canada - Autocad 2013 upgrade for MSE Calgary	7/31/2012	-	8590-NI-C-12
Edmonton	Furniture & Fixtures	1510	Innerspace Business Furnishing Inc- Office Furniture- Amort. Fr	05/01/14	50,049.01	8590-NI-E-12
Edmonton	M&E: Prodn Equip	1540	ARMORFLEX MOULD-44283	07-2021	31,999.27	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	ARMORFLEX MOULD-44343	07-2021	31,205.46	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	ARMORFLEX LIFT FRAME	04-2021	21,751.71	8369-NI-E-13
Edmonton	Automotive Equip	1520	Tech Services Truck	09/02/22	18,560.31	8301-NI-E-99
Edmonton	Automotive Equip	1520	2014 RAM 2500	08/08/22	16,541.67	8301-NI-E-99
Edmonton	Automotive Equip	1520	1311985-AMVIC3B102	07/29/22	15,125.00	8301-NI-E-99
Edmonton	M&E: Prodn Equip	1540	ARMORFLEX MOULD-44375	07-2021	14,783.11	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	Amorflex Molds 40/45/20/55	04/11/22	13,398.65	8369-NI-E-14
Edmonton	Automotive Equip	1520	2004 FORD 250 SD	07/31/21	6,300.00	8301-NI-E-99
Edmonton	M&E: Prodn Equip	1540	GOLIND -623735 - Fabrication Liner Puller	08/31/21	6,207.00	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	Yard Frames-Whitemud Inron Works-amort from May	04/03/14	6,037.92	8369-NI-E-13
Edmonton	Leasehold Improvements	1550	ADVASH-185066	08/18/21	5,565.23	8590-NI-E-12
Edmonton	M&E: Prodn Equip	1540	CARPET POLE	08-15-2022	4,640.00	8369-NI-E-14
Edmonton	Automotive Equip	1520	Dodge Ram TLSMAN	08/31/20	3,960.43	8309-NI-E-12
Edmonton	M&E: Prodn Equip	1540	ARMORFLEX ATTCHMENT	05-2021	3,668.00	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	Silt Fence Machine CVG600 SN 64 Upgrades 2018-11-27	11/18	3,578.00	8369-NI-E-13
Edmonton	M&E: Prodn Equip	1540	LEAMAC-SO03655427XARPET POLE	07-30-22	3,326.00	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	ELECTRIC CRIMPER ARMORTEC	10-31-2021	3,317.75	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	C-BLOCKS EDMONTON YARD	12-12-2021	3,210.00	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	CIVIT NEEDLE BAG MACHINE 80200Z21715A	09/2019	3,049.12	8369-NI-E-13
Edmonton	Leasehold Improvements	1550	RAYEQU Edmonton Dock Upgrade	11/30/19	2,900.43	8590-NI-E-12
Edmonton	Furniture & Fixtures	1510	SEACANS	10/19/19	2,885.35	8590-NI-E-12
Edmonton	M&E: Prodn Equip	1540	ELECTRIC CRIMPER ARMORTEC	09-20-2021	2,788.43	8369-NI-E-14
Edmonton	Leasehold Improvements	1550	EDM DOCKS CPNTROL BOX	12-2020	2,629.63	8590-NI-E-12
Edmonton	M&E: Prodn Equip	1540	SIPLAST BLOCKS	07-2021	2,160.00	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	ROLL WWINDER GOUARD	08/05/21	2,019.00	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	KAPWEL Sewing roller Edmonton Fab	03-2021	1,826.00	8369-NI-E-13
Edmonton	M&E: Prodn Equip	1540	AMORFLEX CABLE	08-17-2022	1,644.00	8369-NI-E-14
Edmonton	M&E: Forklifts	1530	Wajax - U71930 - 2 Carpet Poles - Edmonton	06/18/18	1,412.00	8339-NI-E-13
Edmonton	Leasehold Improvements	1550	Advantage Signs - Sign for Edmonton new building-amort fr July	07/01/14	1,364.78	8590-NI-E-12
Edmonton	M&E: Prodn Equip	1540	EMCCOR Bone Cutter Fabrication Edmonton	03-2021	1,356.00	8369-NI-E-13
Edmonton	M&E: Prodn Equip	1540	Wedge Welder - Fabrication - EH213928	6/18	1,242.00	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	WAJAXE 9F3829 FORKLIFT FORKS	12/19/20	1,216.00	8369-NI-E-13
Edmonton	Furniture & Fixtures	1510	Byldan Woodworks-Lunchroom counter and table for Edm Office	04/22/14	1,062.02	8590-NI-E-12
Edmonton	M&E: Prodn Equip	1540	GLOIND-72200 - Fabrication Rollers	07/30/22	1,014.52	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	STRAPPING MACHNIE	07-2021	923.00	8369-NI-E-14
Edmonton	Leasehold Improvements	1550	Advantage Signs- Vinyl window etching for interior windows-NO	10/14	837.40	8590-NI-E-12
Edmonton	M&E: Prodn Equip	1540	Carpet Machine -80700CD4 CIVIT	10/18	815.99	8369-NI-E-13

(1) Amounts in CAD dollars

Nilex Inc – Equipment ⁽¹⁾ by Location as of September 30, 2022

Location	Type	Account	Asset Description	Acquisition Date	Closing NBV	Deprn Exp Accounts
Edmonton	M&E: Prodn Equip	1540	ARMORFLEX LIFT FRAME	07-2021	804.00	8369-NI-E-14
Edmonton	Leasehold Improvements	1550	Advantage Signs - Sign for Edmonton new building-amort fr Oct	10/2014	737.90	8590-NI-E-12
Edmonton	Leasehold Improvements	1550	Advantage Signs - Sign for Edmonton new building-amort fr Oct	10/2014	694.04	8590-NI-E-12
Edmonton	M&E: Prodn Equip	1540	Union Special - Bag Machine 2200G - EDM	10/18	618.00	8369-NI-E-13
Edmonton	M&E: Prodn Equip	1540	Union Special - Puller Attachement for Table Top Sewer - EDM	10/18	363.00	8369-NI-E-13
Edmonton	M&E: Prodn Equip	1540		01-29-2017	74.68	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	Strapping Tool Battery Powered 6414330	10-04-2017	1.00	8369-NI-E-14
Edmonton	M&E: Forklifts	1530	Wajax - U67455 -Cascade Forks Class 3	08/17	-	8339-NI-E-13
Edmonton	M&E: Forklifts	1530	Wajax - U67470 - Cascade Carpet Pols	08/17	-	8339-NI-E-13
Edmonton	M&E: Prodn Equip	1540	CIVIT - 2 Needle Bag Machine	05/17/17	-	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	ENMMCOR 2 Tensiometers	07/19/17	-	8369-NI-E-14
Edmonton	Furniture & Fixtures	1510	Costco - Racking for Edmonton Warehouse	07/13/11	-	7590-NI-E-13
Edmonton	Furniture & Fixtures	1510	SCS Steel Container Systems - Self Dumping Hopper (Edm)	2/05/2013	-	8590-NI-E-13
Edmonton	Furniture & Fixtures	1510	Costco - Racking for Edmonton Warehouse	2/05/2013	-	8590-NI-E-13
Edmonton	Furniture & Fixtures	1510	Power Equipment - Ariens Professional Snow Blower	01/09/2014	-	8590-NI-E-13
Edmonton	M&E: Forklifts	1530	Toyota Pneumatic Forklift - Edmonton	06/21/11	-	8339-NI-E-13
Edmonton	M&E: Forklifts	1530	Wajax Industries - Hyster H80FT Forklift - Edmonton (serial #RC	8/28/2012	-	8339-NI-E-13
Edmonton	M&E: Forklifts	1530	Wajax Equipment - Hyster 12HY8407 Fork positioner - Edm (ser	5/21/2013	-	8339-NI-E-13
Edmonton	M&E: Forklifts	1530	Forklift-ClarkTMX20, serial#TMX250-076295-97KP 2005-July 2	6/15	-	8339-NI-E-13
Edmonton	M&E: Prodn Equip	1540	Pro-Wedge Welder SN 20599		-	7369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	Siit Fence Machine CVG600 SN 64 Upgrades 2018-11-27		-	7369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	D-53 Semi-Automatic Strapping Machine		-	7369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	Hollow Structural Square Steel		-	7369-NI-E-13
Edmonton	M&E: Prodn Equip	1540	Geotextile racks - Edm		-	7369-NI-E-13
Edmonton	M&E: Prodn Equip	1540	Inventory racks - Edmonton (12 new)	09/12/08	-	7369-NI-E-13
Edmonton	M&E: Prodn Equip	1540	UNSP Bag Machine	09/18/08	-	7369-NI-E-13
Edmonton	M&E: Prodn Equip	1540	Pro-Tester, Single Station Tensiometer w/ case	09/12/11	-	7369-NI-E-13
Edmonton	M&E: Prodn Equip	1540	2 Pro-Wedge Welder w/ case, Welding & Fab Kit	03/13/12	-	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	Grainger - Speed Reducer	08/30/2012	-	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	CAM Industrial - Strapping Tool for Edmonton	4/23/2013	-	8369-NI-E-14
Edmonton	M&E: Prodn Equip	1540	General Steel - Racking for the new Bldg. (Amort frm May 2014)	12/10/2013	-	8369-NI-E-13
Edmonton	M&E: Prodn Equip	1540	CIVIT - 2 Needle Bag Machine	09/12/13	-	8369-NI-E-13
Edmonton	Leasehold Improvements	1550	Cormode & Dickson- Appliance Package-From June-EDM	5/30/2014	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada - Optiplex Desktop - 2 Edmonton CSR's GXQMLM	07/16/10	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada - Latitude E6410 Laptop - Jeremy 9J1RXN1	01/08/11	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada - Latitude E6410 Laptop - Kevin CM1RXN1	01/08/11	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	- Darcy, Kenin 35NXXR1		-	7590-NI-E-13
Edmonton	Computer Equipment	1570	- Shelley H. (Edmonton) 9CNKGS1		-	8590-NI-E-11
Edmonton	Computer Equipment	1570	- Robert B, Lewis K (Edm) 3DLRFV1-3LFRFV1		-	8590-NI-E-12
Edmonton	Computer Equipment	1570	- TORONTO 7CLRFBV1		-	7590-NI-E-13
Edmonton	Computer Equipment	1570	- Fred C, Darcy H (Edm)		-	7590-NI-E-13
Edmonton	Computer Equipment	1570	- Jim G. (Cal)		-	7590-NI-E-13
Edmonton	Computer Equipment	1570	Dell Canada - Dell 1610HD Projector for EM Sales	11/21/12	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada - Dell 1610HD Projector for EM Sales	11/21/12	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada - Dell Optiplex 7010 - Anne C BK6BDX1	5/07/13	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada - Dell Optiplex 7010 - Darcy H. BK79DX1	5/07/13	-	7590-NI-E-13
Edmonton	Computer Equipment	1570	Dell Canada - Dell Latitude #6440 BTX for RSM EDM B2T7TY1	12/17/13	-	8590-NI-E-11
Edmonton	Computer Equipment	1570	Dell Canada - Dell Latitude #6440 BTX for Bill Adams 3TH9TY1	12/17/13	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada - Dell Latitude #6440 BTX for Kris McElhatton J5G	01/08/14	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada - Dell Latitude #6440 BTX for Calgary TSR-amort f	3/31/14	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada-Latitude E6440BTX- 1010845781- August 14-Kevii	7/14	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada- OptiPlex 9020- 101838942- EDM Fabrication- Auc	8/14	-	8590-NI-E-14
Edmonton	Computer Equipment	1570	Dell Canada- OptiPlex 9020- 101838942- EDM Sales-Chad, Da	8/14	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada- OptiPlex 9020- 101838942- EDM Shipping Fred- /	8/14	-	8590-NI-E-13
Edmonton	Computer Equipment	1570	Insight- 720205420- UPS for Edmonton office-Aug 2014	8/14	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	EM 33%		-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada, Latitude E6440 BTX, inv#1011785099, amort from	10/15	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	AllStream inv#63-59323 - Telephone sets for Edm Warehouse-C	11/15	-	8590-NI-E-13
Edmonton	Computer Equipment	1570	EDM Sales		-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada 1012459007 Optiplex 7040 Small Form FactorBTX	11/16	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada 1012468319 Del 1450 Projector	11/16	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada 101257085 Del latitude E5470 XCTO	11/16	-	8590-NI-E-12
Edmonton	Computer Equipment	1570	Dell Canada 1012497648 Hard drive ServerCalgary	11/16	-	8590-NI-E-12
Edmonton	Computer Software	1580	Dell Canada - Symantec Ghost - 1 Edmonton Reception	05/28/09	-	8590-NI-E-11
Edmonton	Computer Software	1580	Dell Canada - Symantec Ghost - 1 Edmonton Sales	05/28/09	-	8590-NI-E-12
Edmonton	Computer Software	1580	Dell Canada - MS Office Standard License-1 Edm Reception	05/28/09	-	8590-NI-E-11
Edmonton	Computer Software	1580	Dell Canada - MS Office Standard License-1 Edm Sales	05/28/09	-	8590-NI-E-12
Edmonton	Computer Software	1580	Insight Canada - Autocad 2013 for MSE Edmonton	4/29/2013	-	8590-NI-E-12
Edmonton	M&E: Prodn Equip	1540	Kapty Welding- Sewing tables Edmonton July 2017	07/11/17	(18.00)	8369-NI-E-14
Misc - ALL	Computer Equipment	1570	EDM Server Room	07/26/22	148,036.63	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	COMVIS 207427	01/31/22	46,952.84	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	MICROSOFT 36 MONTHS COMVIS202967	09/15/21	22,487.30	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	COMVIS-210553	05/31/22	19,388.57	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	9 LENOVO LAPTOPS	08/17/22	18,772.35	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	MICROSOFT MIGRATE	07/12/21	17,550.27	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	INSIGH 721044771 15 COMPUTERS	09/30/19	12,794.39	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	COMVIS-LENOVO LAPTOPS	06/30/21	9,617.74	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	UPS REPLACEMENT	07/12/21	9,365.91	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	INTERNETUPGRADE	07/12/21	8,129.06	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	COMVIS 5 Laptops	04/07/21	7,860.00	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	COMVIS-LENOVO LAPTOPS	06/30/21	6,617.92	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	COMVIS-LENOVO LAPTOPS	12/31/20	5,732.17	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	EVOAV-000547100 EDM PROJECTOR	12/29/21	5,555.19	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	DELFIN-200-6886935	04/26/19	5,059.06	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	INSIGH 721090290 DELL DERVER ,HARDWARE	12/31/19	3,599.97	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	COMVIS-209842	04/30/22	3,339.85	8590-NI-A-74

(1) Amounts in CAD dollars

Nilex Inc – Equipment ⁽¹⁾ by Location as of September 30, 2022

Location	Type	Account	Asset Description	Acquisition Date	Closing NBV	Deprn Exp Accounts
Misc - ALL	Computer Equipment	1570	COMVIS-210513	04/30/22	3,338.77	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	COMVIS-207892	01/31/22	3,234.34	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	SHAREPOINT	07/12/21	3,041.18	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	FIREWALL 36 MONTHS COMVIS-203093	09/15/21	2,762.86	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell - latitude 5480 BYX 11 units(INV#1013852713)	08/22/18	2,582.39	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	INSIGH 720967326	05/28/19	1,988.91	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	COMVIS-LENOVO LAPTOPS	06/30/21	1,636.11	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	3 LENOVO THINKPADS DOC STATION	06/30/22	1,517.57	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	COMVIS-2020426	08/13/21	1,400.70	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	SHAREPOINT 36 MONTHS COMVIS 203395	09/15/21	953.71	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Computers 6 Monitors	02/28/21	850.01	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Garmin-010-01750-00 Dash Cams 45 (30units)	01/18/18	381.98	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	INSIGH 720967326	04/26/19	322.52	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	INSIGH 720934443	02/26/19	281.63	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell latitude 3180 BTX (INV1013859945)	08/22/18	165.54	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell - Hybrid Hard Drive - 600GB	6/18	149.82	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell- Optiplex 2050 Micro Form Factor BTX	08/22/18	141.32	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Insight Dell hard drive 4	12/17	107.05	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	AVI EPSON V11H793020 Power Lite 1785 W Projector	12/17	81.59	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Insight Canada- Cisco Small Business SG500X-48 Swith 48 Pt	07/17/17	-	8590-NI-A-74
Misc - ALL	Furniture & Fixtures	1510	Allwest - 2 Lounge Chairs	-	-	8590-NI-A-61
Misc - ALL	Furniture & Fixtures	1510	Allwest - Table	09/12/11	-	8590-NI-A-61
Misc - ALL	Furniture & Fixtures	1510	- Shelf	-	-	8590-NI-A-61
Misc - ALL	Furniture & Fixtures	1510	- pocket sorter	-	-	8590-NI-A-61
Misc - ALL	Furniture & Fixtures	1510	- corner sorter	-	-	8590-NI-A-61
Misc - ALL	Furniture & Fixtures	1510	- Table	-	-	8590-NI-A-61
Misc - ALL	Furniture & Fixtures	1510	Allwest - Storage Unit for Marketing	03/28/11	-	8590-NI-A-81
Misc - ALL	Furniture & Fixtures	1510	Inland Audio Visual - Office audio/visual-amort. fr May	3/25/2014	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - Edmonton 72jgnh1	11/07/08	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - Latitude E6400 Laptop - Accounting 4BV9DK1	09/17/09	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Insight - Laptop - Gurch S. FYWEV	12/23/09	-	8590-NI-A-61
Misc - ALL	Computer Equipment	1570	Dell Canada - Poweredge R710 Terminal Server	04/12/10	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - Poweredge R410 BES Server	04/19/10	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - Latitude E4200 Laptop - CHL50M1 - Christina -ok	05/19/10	-	8590-NI-A-73
Misc - ALL	Computer Equipment	1570	Dell Canada - Optiplex Desktop - DHMCHN1 -OK	07/13/10	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - Dell PowerEdge R710 Virtualization Server	05/13/11	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	- ACCOUNTING : 35NVXR1, 35PQXR1,35MQXR1, retired 1 : 35LSX	-	-	8590-NI-A-72
Misc - ALL	Computer Equipment	1570	- Cindy 35LWXR1 -David Prevost is using from Nov 2015	-	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Insight - Sonicwall NSA 3500 Multi-Core Router	04/11/12	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Optrics Inc. - SSL-VP 280 hardware for remote access	03/13/12	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - Latitude E6420 Laptop - FMT3GS1	06/18/12	-	8590-NI-A-72
Misc - ALL	Computer Equipment	1570	- Latitude E6420 Laptop - Colton (Edm) 87NKGS1, ,	06/18/12	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	- Hugh Watt (Edm) 2GLRFV1	-	-	8590-NI-A-61
Misc - ALL	Computer Equipment	1570	- Nicole S, Jason L, Brian W 7YDLRFV1-JBLRFV1-6FLRFV1	-	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	- Shelley D (Edm) 2WKRFV1	-	-	8590-NI-A-81
Misc - ALL	Computer Equipment	1570	- CONTROLLER (Edm) HGLRFV1	-	-	8590-NI-A-72
Misc - ALL	Computer Equipment	1570	- Ian W, Hugh W (Edm)	-	-	8590-NI-A-61
Misc - ALL	Computer Equipment	1570	- Alma V., Huang T (Edm)	-	-	8590-NI-A-72
Misc - ALL	Computer Equipment	1570	- Chelsea, Stephanie B. (Edm)	-	-	8590-NI-A-72
Misc - ALL	Computer Equipment	1570	- 4 Spares (Edm)	-	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	- Brian W (Edm)	-	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	- Stephanie B (Edm)	-	-	8590-NI-A-73
Misc - ALL	Computer Equipment	1570	- Spare (Edm)	-	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	- Brian W. Nicole S (Edm)	-	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Apple Store - iPad Wi-Fi Cellular 64GB Black (Gurch S.)	10/17/12	-	8590-NI-A-61
Misc - ALL	Computer Equipment	1570	Apple Store - iPad Wi-Fi 32GB White (Hugh W.)	10/31/12	-	8590-NI-A-61
Misc - ALL	Computer Equipment	1570	Dell Canada - 2 Dell Latitude E6430 BQWK8W1- HH2L8W1	11/27/12	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - 2 OptiPlex 990 Small Form Factor 8G5YYV1- 8G:	11/25/12	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Insight - Cisco Small Business 300 Series Managed Switch	5/3/13	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - 12 Dell P2412 H Monitors	5/16/13	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - PowerEdge T320 Servers for Calg & Burnaby	5/16/13	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - Dell Latitude E6430 - 168R3X1 ED MAH	5/07/13	-	8590-NI-A-81
Misc - ALL	Computer Equipment	1570	Dell Canada - Dell Latitude E6430 - Gurch S.	5/07/13	-	8590-NI-A-61
Misc - ALL	Computer Equipment	1570	Dell Canada - Dell Optiplex 7010 - CHRISTINA BK69DX1	5/07/13	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Insight - Cisco Small Business 500 Series Stackable Managed S	5/29/13	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - Dell Latitude E6230 - Gurch S. 37X4MX1	7/15/13	-	8590-NI-A-61
Misc - ALL	Computer Equipment	1570	Dell Canada - Dell 24" Monitor - Gurch S.	7/15/13	-	8590-NI-A-61
Misc - ALL	Computer Equipment	1570	Insight Canada - Cisco Small Business Switch for Edmonton	9/12/13	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Insight Canada- Samsung Galaxy Note- From June	01/06/14	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Allstream- Cisco system- From June	01/06/14	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Insight Canada- Samsung Galaxy Note- From July (3 galaxy)	07/01/14	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada-Latitude E6440BTX- 1010845781- August 14-Hard	7/14	-	8590-NI-A-81
Misc - ALL	Computer Equipment	1570	Dell Canada-Latitude E6440BTX- 1010845781- August 14-Harc	7/14	-	8590-NI-A-61
Misc - ALL	Computer Equipment	1570	Dell Canada-Latitude E6440BTX- 1010845781- August 14-Taj 2	7/14	-	8590-NI-A-81
Misc - ALL	Computer Equipment	1570	Dell Canada-Latitude E7240- 1010838943- August 14-Ian Wiisc	7/14	-	8590-NI-A-61
Misc - ALL	Computer Equipment	1570	Dell Canada-Latitude E7240- 1010838943- August 14-Ian Corn	7/14	-	8590-NI-A-81
Misc - ALL	Computer Equipment	1570	Allstream-inv#63-005240- hardware for Phone/network system f	11/14	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	-7J6DL12 Kristen- marketing from Dec-14	-	-	8590-NI-A-81
Misc - ALL	Computer Equipment	1570	-GQ6DL12 - spare in edmonton from Dec -14	-	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Insight Canada-User licence- partial invoice#720242625-switch	11/14	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Operations	-	-	8590-NI-A-80
Misc - ALL	Computer Equipment	1570	Human Resources	-	-	8590-NI-A-73
Misc - ALL	Computer Equipment	1570	Finance	-	-	8590-NI-A-72
Misc - ALL	Computer Equipment	1570	Applications	-	-	8590-NI-A-81
Misc - ALL	Computer Software	1580	2 Lanpaks ACCPAC/CRM	-	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	B.Demers Eng Software	-	-	8590-NI-A-74

(1) Amounts in CAD dollars

Nilex Inc – Equipment ⁽¹⁾ by Location as of September 30, 2022

Location	Type	Account	Asset Description	Acquisition Date	Closing NBV	Deprn Exp Accounts
Misc - ALL	Computer Software	1580	B.Demers Eng Software		-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Vancouver Eng Software (Joseph)		-	8590-NI-A-74
Misc - ALL	Computer Software	1580	B.Demers Eng Software		-	8590-NI-A-74
Misc - ALL	Computer Software	1580	ACAD 2007 CD		-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Integrated Accounting Systems Ltd.		-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada Inc.		-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada Inc.		-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Integrated Accounting Systems Ltd.		-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada Inc. - Edmonton		-	8590-NI-A-74
Misc - ALL	Computer Software	1580	ACCPAC Software	06/09/08	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	ACCPAC Software	06/15/08	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Optrics Inc. - Spam Firewall 300	02/17/09	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Dell Canada	02/12/09	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	CDW Canada - Microsoft SQL Server & License	03/16/09	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Dell Canada - Symantec Ghost - 2 Calgary - MSE	05/28/09	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Dell Canada - MS Office Standard License-2 Cal MSE	05/28/09	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - Anti virus update	07/22/09	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - Adobe CS4 upgrade	08/19/09	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - Adobe CS4 upgrade	09/22/09	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - AutoCad Upgrade - Cal MSE	10/08/09	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - MS Office Standard License - 15	04/07/10	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - MS Office Standard License - 15	04/01/10	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - Sonicwall	04/06/10	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - APC Smart ups Rack Tower	04/02/10	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Integrated Accounting - Accpac CRM Licenses & Software Assu	04/22/10	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Dell Canada - Remote Desktop Licenses - 40	04/08/10	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Mitre Software Corp. - 3 units GSlope Softwares (MSE Edm, Ca	06/21/10	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - Cleaning Tape - Edmonton, Calgary, Vancouv	07/13/10	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Avanti - Payroll Software	05/05/11	-	8622-NI-A-72
Misc - ALL	Computer Software	1580	Dell Canada - 2 Microsoft Windows 2008 R2	05/31/11	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - 80 Trend Micro Worry Free Business Security	05/31/11	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Balance Media Ltd. - Design & development of the new Nilex Int	06/30/11	-	8622-NI-A-74
Misc - ALL	Computer Software	1580	Avanti - Payroll Software (Data Conversion, Implementation & T	07/13/11	-	8621-NI-A-72
Misc - ALL	Computer Software	1580	Avanti - Payroll Software (Email Pay Statements)	07/13/11	-	8621-NI-A-72
Misc - ALL	Computer Software	1580	Avanti - Payroll Software (Implementation Services)	08/31/11	-	8621-NI-A-72
Misc - ALL	Computer Software	1580	Avanti - Payroll Software (Data Conversion, Implementation Ser	09/29/11	-	8621-NI-A-72
Misc - ALL	Computer Software	1580	Avanti - Payroll Software (Implementation Services)	10/18/11	-	8621-NI-A-72
Misc - ALL	Computer Software	1580	Avanti - Human Resources Modules	02/28/12	-	8621-NI-A-72
Misc - ALL	Computer Software	1580	Optrics Inc. - Spam & Virus Firewall 300 Energize Updates	01/06/12	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Adobe Store - InDesign CS6 for Mktg	2/19/2013	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - Microsoft Project Standard 2013 for Jeremy G.	4/15/2013	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - 20 Microsoft Project Standard 2013	4/12/2013	-	8590-NI-A-74
Misc - ALL	Computer Software	1580	Insight Canada - 100 Trend Micro Worry Free Small Business S	4/12/2013	-	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - 1013123560 - 12 Docks	08/17	(36.40)	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - 1013106239 - OptiPlex 3050 Micro Form Factor E	08/17	(86.99)	8590-NI-A-74
Misc - ALL	Computer Equipment	1570	Dell Canada - 1013118368 - 15 Latitude 5480 XCTO	08/17	(361.75)	8590-NI-A-74
Saskatoon	Leasehold Improvements	1550	Compuvison systems-SM IT network	03-2021	6,347.06	8590-NI-S-12
Saskatoon	Leasehold Improvements	1550	DALFLO -644	10/13/20	3,587.04	8590-NI-S-12
Saskatoon	Furniture & Fixtures	1510	SM Racking-Rayequ	08/05/21	2,143.82	8590-NI-S-12
Saskatoon	M&E: Forklifts	1530	Wajax inv#S68787, carpet pole, SK, amortize from April 2016	4/16	-	8339-NI-S-13
Saskatoon	Computer Equipment	1570	Dell Canada - Latitude E6400 Laptop - 1 SK 80SSHJ1	05/28/09	-	8590-NI-S-12
Saskatoon	Computer Equipment	1570	- Matt K (Sask) D6MRFV1		-	8590-NI-S-12
Saskatoon	Computer Equipment	1570	Dell Canada - Dell 1610HD Projector for SK Sales	11/21/12	-	8590-NI-S-12
Saskatoon	Computer Equipment	1570	Dell Canada - Dell Latitude #6440 BTX for Saskatoon TSR43BA	02/06/14	-	8590-NI-S-12
Saskatoon	Computer Equipment	1570	SM 2%		-	8590-NI-S-12
Saskatoon	Computer Equipment	1570	Dell Canada, Optiplex 9020 4M7NV52 - Replacement for Joel, e	9/15	-	8590-NI-S-12
Saskatoon	Computer Equipment	1570	SM Sales		-	8590-NI-S-12
Saskatoon	Computer Equipment	1570	Dell Canada, 1012399547, Del 24 Monitor Joel SK Sales	09/16	-	8590-NI-S-12
Saskatoon	Computer Equipment	1570	Dell Canada 102468318 Del latitude E5270 Saskatoon compmer	11/16	-	8590-NI-S-12
Saskatoon	Computer Software	1580	Dell Canada - Symantec Ghost - 1 SK	05/28/09	-	8590-NI-S-12
Saskatoon	Computer Software	1580	Dell Canada - MS Office Standard License-1 SK	05/28/09	-	8590-NI-S-12
Surrey	Leasehold Improvements	1550	Summit Fire Protection Design for Sprinkler Leasehold Improver	04/17	11,610.98	8590-NI-V-12
Surrey	M&E: Forklifts	1530	Raymond Johnston equipment Toyota Forklift 7FGCU35	201812-21	7,883.26	8339-NI-V-13
Surrey	Leasehold Improvements	1550	Allstream - 21591 Wiring System	07/17/17	5,316.52	8590-NI-V-12
Surrey	Leasehold Improvements	1550	Advantage Signs- Sign for BC New Building April 2017	04/17	4,750.37	8590-NI-V-12
Surrey	Leasehold Improvements	1550	Sunny Cool-8mil Clear Security Film on Glass	05/17	2,062.50	8590-NI-V-12
Surrey	Leasehold Improvements	1550	Teck Construction-Nilex Tenant Improvement	05/17	1,913.09	8590-NI-V-12
Surrey	Leasehold Improvements	1550	KONSTA-55136 VS Racking	01-2021	1,670.73	8590-NI-V-12
Surrey	Leasehold Improvements	1550	Teck Construction-Nilex Tenant Improvement	05/17	811.61	8590-NI-V-12
Surrey	Leasehold Improvements	1550	Teck Construction-Nilex Tenant Improvement	11/17/17	810.47	8590-NI-V-12
Surrey	Leasehold Improvements	1550	Golden Ears Alarm System - Surrey	06/17	722.40	8590-NI-V-12
Surrey	Leasehold Improvements	1550	Vancouver Husky Racking-035441741212	12/10/17	581.40	8590-NI-V-12
Surrey	Computer Equipment	1570	ACCOM-Cat6-Outlet FT6.cablng,racking	03/17	-	8590-NI-V-12
Surrey	Computer Equipment	1570	ACCOM-Leviton Fiber Port ,wall panel	05/17	-	8590-NI-V-12
Surrey	M&E: Prodn Equip	1540	ARPACS Port Kells Racking	03/17	-	8369-NI-V-13
Surrey	Furniture & Fixtures	1510	Ikea - Book shelves and Cabinet for Boardroom - BC	05/11/11	-	8590-NI-V-12
Surrey	Furniture & Fixtures	1510	Grand & Toy - Lateral File for BC	11/16/11	-	8590-NI-V-12
Surrey	Furniture & Fixtures	1510	Grand & Toy - Storage Cabinet for BC	11/16/11	-	8590-NI-V-12
Surrey	Furniture & Fixtures	1510	Grand & Toy - Lateral File Top for BC	11/16/11	-	8590-NI-V-12
Surrey	M&E: Forklifts	1530	H70FT Hyster Forklift - Surrey -L177V08140J-2V	10/24/11	-	8339-NI-V-13
Surrey	Computer Equipment	1570	Dell Canada - Latitude E6400 Laptop - Vancouver J784QJ1	05/08/09	-	8590-NI-V-12
Surrey	Computer Equipment	1570	Dell Canada - Optiplex Desktop - 3 Vancouver (Laura, Salma, S	04/15/10	-	8590-NI-V-12
Surrey	Computer Equipment	1570	Dell Canada - Latitude E6410 Laptop - GK1RXN1	01/08/11	-	8590-NI-V-12
Surrey	Computer Equipment	1570	Dell Canada - Latitude E6410 Laptop - 1LPK3Q1	03/16/11	-	8590-NI-V-12
Surrey	Computer Equipment	1570	Burnaby - Scott 35LQXR1		-	7590-NI-V-13
Surrey	Computer Equipment	1570	Dell Canada - Dell Latitude E6420 Laptop	12/19/11	-	7590-NI-V-13

(1) Amounts in CAD dollars

Nilex Inc – Equipment ⁽¹⁾ by Location as of September 30, 2022

Location	Type	Account	Asset Description	Acquisition Date	Closing NBV	Deprn Exp Accounts
Surrey	Computer Equipment	1570	Burnaby - Barry f8C6FS1		-	8590-NI-V-11
Surrey	Computer Equipment	1570	- EDM 1GS6LGS1		-	8590-NI-V-12
Surrey	Computer Equipment	1570	- Neil H. (Burnaby) 2TYGHS1		-	8590-NI-V-11
Surrey	Computer Equipment	1570	- Jeff B. (BC)		-	8590-NI-V-12
Surrey	Computer Equipment	1570	- Jeff B (BC)		-	8590-NI-V-12
Surrey	Computer Equipment	1570	Dell Canada - Dell 1610 HD Project for Burnaby	12/17/12	-	8590-NI-V-12
Surrey	Computer Equipment	1570	Dell Canada - Dell Latitude E6430 - Phil G.	5/07/13	-	8590-NI-V-12
Surrey	Computer Equipment	1570	Dell Canada - Dell Optiplex 7010 - Laura BK4CDX1	5/07/13	-	8590-NI-V-11
Surrey	Computer Equipment	1570	Dell Canada - Dell Optiplex 7010 - Mich R. BK49DX1	5/07/13	-	7590-NI-V-13
Surrey	Computer Equipment	1570	Dell Canada - Dell Latitude #6440 BTX for NASSER 6G2KTY1	12/17/13	-	8590-NI-V-12
Surrey	Computer Equipment	1570	Dell Canada- Latitude E6440 BTX for Vernon TSR- from Jul 201	07/01/14	-	8590-NI-V-12
Surrey	Computer Equipment	1570	Dell Canada- Latitude E6440 BTX for Fred Chen- Burnaby- Fro	07/01/14	-	8590-NI-V-12
Surrey	Computer Equipment	1570	Dell Canada-Latitude E6440BTX- 1010845781- August 14-Chris	7/14	-	8590-NI-V-12
Surrey	Computer Equipment	1570	Dell Canada- OptiPlex 9020- 101838942- VM Shipping Derek-	8/14	-	8590-NI-V-13
Surrey	Computer Equipment	1570	Dell Canada- OptiPlex 9020- 101838942- Sandy Quat, Salma -	8/14	-	8590-NI-V-12
Surrey	Computer Equipment	1570	Insight- 720205420- UPS for Burnaby office-Aug 2014	8/14	-	8590-NI-V-12
Surrey	Computer Equipment	1570	INLAUD- 4047400-Burnaby Multimedia-FROM DEC 2014	12/14	-	8590-NI-V-12
Surrey	Computer Equipment	1570	VM 10%	12/14	-	8590-NI-V-12
Surrey	Computer Equipment	1570	Dell Canada 1012497648 Hard drive Server Burnaby	11/16	-	8590-NI-V-12
Surrey	Computer Software	1580	Dell Canada - Symantec Ghost - 1 BC Reception	05/28/09	-	8590-NI-V-11
Surrey	Computer Software	1580	Dell Canada - MS Office Standard License-1 BC Reception	05/28/09	-	8590-NI-V-11
Surrey	Computer Equipment	1570	SHARPS AUDIO VISUAL-SHARP-LC60LE661U	06/17	(96.24)	8590-NI-V-12
Toronto	Leasehold Improvements	1550	LED LIGHTING XM OFFICE STEMAN	01/01/22	4,695.05	8590-NI-X-12
Toronto	Leasehold Improvements	1550	OSACON -20-483	09/29/20	2,890.86	8590-NI-X-12
Toronto	Computer Equipment	1570	INSIGH 721022832 XM	08/21/19	2,527.58	8590-NI-X-12
Toronto	Leasehold Improvements	1550	XM Warehouse-Konsta 11778	09/18/18	1,732.50	8590-NI-X-12
Toronto	M&E: Forklifts	1530	Wajax - U71934 - Carpet Pole - Ontario	06/18/18	787.00	8339-NI-X-13
Toronto	M&E: Forklifts	1530	Forklift (Hyster) - Toronto-S60FT-187VO5492D-1T	6/30/2009	-	8339-NI-X-13
Toronto	M&E: Forklifts	1530	Forklift- Toronto-ED28562-From July 2014-Capital Lease-2T-Gf	7/14	-	8339-NI-X-13
Toronto	M&E: Forklifts	1530	Forklift- Edmonton-ED28742-From Jan 2015-Capital Lease	12/14	-	8339-NI-X-13
Toronto	M&E: Forklifts	1530	Forklift- Edmonton-ED28741-From Jan 2015-Capital Lease	12/14	-	8339-NI-X-13
Toronto	Furniture & Fixtures	1510	Akita - Executive corner for Toronto office	09/12/11	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Allwest Commercial - Four POD Leverage Station for Toronto of	6/17/2013	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Allwest - 4 Workstation for Toronto new office-Amort fr Mar	2/24/2014	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Allwest - 2 Front Open Locker for Toronto new office-Amort fr M	2/24/2014	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Nobelton Custom Covering - Roller Blinds for Toronto Boardroo	3/06/2014	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Allwest - 4 Training Table with T-Legs & Linking System (plus in	3/12/2014	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Allwest - 10 Back Chairs-amort fr Mar	3/12/2014	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Advantage Signs - Sign Cabinet for Toronto new office-amort fr	3/24/2014	-	8590-NI-X-12
Toronto	M&E: Forklifts	1530	Forklift (Hyster) - Toronto-S60FT-187VO5492D-1T	6/30/2009	-	8339-NI-X-13
Toronto	M&E: Forklifts	1530	Forklift- Toronto-ED28562-From July 2014-Capital Lease-2T-Gf	7/14	-	8339-NI-X-13
Toronto	M&E: Forklifts	1530	Forklift- Edmonton-ED28742-From Jan 2015-Capital Lease	12/14	-	8339-NI-X-13
Toronto	M&E: Forklifts	1530	Forklift- Edmonton-ED28741-From Jan 2015-Capital Lease	12/14	-	8339-NI-X-13
Toronto	M&E: Prodn Equip	1540	Dock plate for warehouse - Toronto	04/26/09	-	7369-NI-X-13
Toronto	M&E: Prodn Equip	1540	Warehouse racks - Toronto	11/30/09	-	7369-NI-X-13
Toronto	M&E: Prodn Equip	1540	Aluminum Dock Board - Toronto	04/27/10	-	7369-NI-X-13
Toronto	Leasehold Improvements	1550	Digitcom- New Toronto Office- Invoice#48373-Depreciation fr M	04/02/14	-	8590-NI-X-12
Toronto	Computer Equipment	1570	Dell Canada - Optiplex - 5DVLBM1	04/15/10	-	8590-NI-X-12
Toronto	Computer Equipment	1570	Toronto - F7C6FS1		-	8590-NI-X-12
Toronto	Computer Equipment	1570	- TORONTO CGLRFV1		-	8590-NI-X-12
Toronto	Computer Equipment	1570	Dell Canada - PowerVault LT05 - Toronto Tape Backup Drive	1/02/13	-	8590-NI-X-12
Toronto	Computer Equipment	1570	Dell Canada - Power Edge T320 - Toronto Office Server	1/17/13	-	8590-NI-X-12
Toronto	Computer Equipment	1570	Dell Canada - Dell Optiplex 7010 - BK6CDX1	5/07/13	-	8590-NI-X-11
Toronto	Computer Equipment	1570	Dell Canada - Dell Optiplex 7010 - Joseph S. BK59DX1	5/07/13	-	8590-NI-X-12
Toronto	Computer Equipment	1570	ON 7%		-	8590-NI-X-12
Toronto	Computer Equipment	1570	Toronto Sales		-	8590-NI-X-12
Toronto	Computer Equipment	1570	Dell Canada - Dell Optiplex 990 Workstation	12/19/11	-	-
Toronto	Computer Equipment	1570	Dell Canada - Latitude E6420 Laptop	06/20/12	-	-
Toronto	Computer Equipment	1570	Dell Canada - 22 Latitude E6430 Laptop	7/16/2012	-	-
Toronto	Computer Equipment	1570	Dell Canada - 15 Dell 2412 Monitors	7/10/2012	-	-
Toronto	Computer Equipment	1570	Dell Canada - 7 E-Port Replicator	7/10/2012	-	-
Toronto	Computer Equipment	1570	Dell Latitude E6440 BTX	11/14	-	-
Toronto	Computer Equipment	1570	Dell Canada, 1012286302 - 8 Latitude E5470 XCTO	7/16	-	-
Toronto	Computer Equipment	1570	Dell Canada, 1012286301 OptiPlex 7040 Small Form Factor XC	7/16	-	-
Toronto	Computer Equipment	1570	Dell Canada, 1012286300 Latitude E5270 XCTO	7/16	-	-
Toronto	Computer Equipment	1570	Dell Canada, 1012268133 - Ports	7/16	-	-
Toronto	M&E: Installation	1543	Trailer (Calgary NCI) - Fosters Covered 2T9FT7D2X61416238		-	-
Toronto	M&E: Installation	1543	Trailer (Edmonton NCI) - Fosters Covered Wagons 2JABH772761000180		-	-
Toronto	M&E: Installation	1543	Bobcat - 2200 Utility Vehicle		-	-
Toronto	M&E: Installation	1543	Beothuck Trailer 2JABE772361000122		-	-
Toronto	M&E: Installation	1543	Banner Equipment - Utility Vehicle - RTV900G6-H		-	-
Toronto	M&E: Installation	1543	Spec High Spd/thick MTL 6R 2"		-	-
Toronto	M&E: Installation	1543	Millermatic 175 230V (Acklands)		-	-
Toronto	M&E: Installation	1543	Caster Town - 12" Dual Swivel Pneumatic		-	-
Toronto	M&E: Installation	1543	B-Collet System w/ Heavy Duty Non-Gap Gun		-	-
Toronto	M&E: Installation	1543	Foster's Covered Wagons-S/N 2R9TCC222971625120		-	-
Toronto	M&E: Installation	1543	Hand Sewing Machine- S/N LD1897441		-	-
Toronto	M&E: Installation	1543	Beothuck Trailer2T9FG8H2901416958		-	-
Toronto	M&E: Installation	1543	Concord - Wedge Wexder CGA-905/SL - # 899 &898		-	-
Toronto	M&E: Installation	1543	Wedge Welders - #901 902 903 904 905		-	-
Toronto	M&E: Installation	1543	Wedge welder - SN #XL4057		-	-
Toronto	M&E: Installation	1543	Tensiometer - PT7429		-	-
Toronto	M&E: Installation	1543	Demtech - Pro-wedge weldgr with case		-	-
Toronto	M&E: Installation	1543	Blastcrete Equipment Company - concrete pump1B98P1512CA796090		-	-
Toronto	M&E: Installation	1543	Honda Extreme - generator-10098918		-	-
Toronto	M&E: Installation	1543	Polyweld USA - M-8 Wedge Welder		-	-

(1) Amounts in CAD dollars

Nilex Inc – Equipment ⁽¹⁾ by Location as of September 30, 2022

Location	Type	Account	Asset Description	Acquisition Date	Closing NBV	Deprn Exp Accounts
	M&E: Installation	1543	Generators (2) - Power Equipment Centre-1027891/1008922		-	
	M&E: Installation	1543	Spreader bar (1) - CWF Welding & Fabricating Ltd.		-	
	M&E: Installation	1543	Polyweld USA - M-8 Wedge Welder 12042		-	
	M&E: Installation	1543	Polyweld USA -Mini-Z Extrusion Welder 12551		-	
	M&E: Installation	1543	Johnson Industrial - Leister 290010705-100-705		-	
	M&E: Installation	1543	2-2013 Logan Trailer Vin#1L9HS3128D2472059,1L9HS3126D2472058		-	
	M&E: Installation	1543	Honda Extreme - generator EBLC-1010839		-	
	M&E: Installation	1543	Honda Extreme - generator EBLC-1010859		-	
	M&E: Installation	1543	Honda Extreme - generator EBLC-1010835		-	
	M&E: Installation	1543	Honda Extreme - generator EBLC-1010873		-	
	M&E: Installation	1543	Demteck Services- Pro-X4 Extrusion Wleder #PX41157		-	
	M&E: Installation	1543	Demteck Pro-Wedge Welder #PW3199		-	
	M&E: Installation	1543	Demteck Pro-Wedge Welder #PW3201		-	
	M&E: Installation	1543	Demteck Pro-Wedge Welder #PW3202		-	
	M&E: Installation	1543	Hilti Powder Tool DX460 F8 #126042		-	
	M&E: Installation	1543	Demteck Pro-Wedge Welder #PX41168		-	
	M&E: Installation	1543	Cervus(Element Fleet) Bobcat2013-7875 SNAN8L12204		-	
	M&E: Installation	1543	Demteck Pro-Tester Tensiometer #PT7596	01/14	-	6675.05
	M&E: Installation	1543	Demteck Bone Cutter #BC9620	01/14	-	1543.73
	M&E: Installation	1543	T&T Spreader Bar Ends (43387-1-4	01/14	-	6047
	M&E: Installation	1543	CONTAINERMOD40-40" DSCU 7204430	05/14	-	8884
	M&E: Installation	1543	HONDA WATERPUMP WT40XK3C- WAYJ-1004489-2014	05/14	-	2246.97
	M&E: Installation	1543	ROTOARY HAMMER DRILL #4111188	05/14	-	628.92
	M&E: Installation	1543	ROTOARY HAMMER DRILL #411506	05/14	-	628.92
	M&E: Installation	1543	HONDA GENERATOR EB6500XKC- EBLC-1013985	05/14	-	2327
	M&E: Installation	1543	HONDA GENERATOR EB6500XKC- EBLC-1013986	05/14	-	2327
	M&E: Installation	1543	HONDA GENERATOR EU2000ITC- EBLC-1147580	05/14	-	1080
	M&E: Installation	1543	HONDA GENERATOR EU2000ITC- EBLC-1132878	05/14	-	1080
	M&E: Installation	1543	Johnston Plastics Leister 7071	06/14	-	560.52
	M&E: Installation	1543	Johnston Plastics Leister 1204	06/14	-	560.52
	M&E: Installation	1543	Johnston Plastics Leister 1345	06/14	-	560.52
	M&E: Installation	1543	Johnston Plastics Leister 1320	06/14	-	560.52
	M&E: Installation	1543	Honda Generator EBJC-1022014	07/14	-	2477
	M&E: Installation	1543	Honda Generator EBJC-1021987	07/14	-	2477
	M&E: Installation	1543	Honda Generator EACT-1184300	07/14	-	1098
	M&E: Installation	1543	EMCO STN Tensiometer 239502	07/14	-	6479
	M&E: Installation	1543	EMCO Pro Wedge Welder 3277	07/14	-	5677.67
	M&E: Installation	1543	EMCO Pro Wedge Welder 3533	07/14	-	5677.68
	M&E: Installation	1543	EMCO Bone Cutter BC9672	07/14	-	1292
	M&E: Installation	1543	EMCO V-Plate Vac Tester 28663065	07/14	-	1384
	M&E: Installation	1543	EMCO Pro X HVO Ext Welder 1197	07/14	-	6479
	M&E: Installation	1543	EMCO Pro X HVO Ext Welder 1198	07/14	-	6479
	M&E: Installation	1543	EMCO Pro X HVO Ext Welder 1215	07/14	-	6479
	M&E: Installation	1543	EMCO Bone Cutter 9653	07/14	-	1292
	M&E: Installation	1543	EMCO STN Tensiometer 7598	07/14	-	6479
	M&E: Installation	1543	EMCO Pro X HVO Ext Welder 3476	08/14	-	6479
	M&E: Installation	1543	EMCO Pro X HVO Ext Welder 3169	08/14	-	6479
	M&E: Installation	1543	2014 Logan 24' tralier GFK 1L9HS3124E2472897	09/14	-	23104.5
	M&E: Installation	1543	Pro Wedge Welder 4680454	09/14	-	1160.42
	M&E: Installation	1543	Tensiometer 4680775	09/14	-	6552.55
	M&E: Installation	1543	Honda Externe Generator EBJ-1023634	10/14	-	2477
	M&E: Installation	1543	Celtic Hole Punch 2-HOU7500PR	10/14	-	6267.6
	M&E: Installation	1543	Colorando Lining Listers Twinny 1309127708	10/14	-	2675.2
	M&E: Installation	1543	Acklands Air Compressor MTM2YJ61	10/14	-	1497
	M&E: Installation	1543	Liester Twinny1409127707	10/14	-	7412.46
	M&E: Installation	1543	Liester Twinny1406026684	10/14	-	7412.45
	M&E: Installation	1543	Kubota -ED28662-E5156	12/14	-	12557.16
	M&E: Installation	1543	Spreader Bar (1) T&T INSPECTIONS ENG	02/15	-	
	M&E: Installation	1543	Racking in Shop Shippers Supply	01/15	-	
	M&E: Installation	1543	Spreader Bar Ends T&T Inspections	04/15	-	
	M&E: Installation	1543	Cage Shippers Supply	04/15	-	
	M&E: Installation	1543	Serial XL3426 PW3772 Pro Wedge welder EMCO	04/15	-	
	M&E: Installation	1543	Serial XL3426 PW3773 Pro Wedge welder EMCO	04/15	-	
	M&E: Installation	1543	Honda Generator EU200ITC EACT-1322886	07/15	-	
	M&E: Installation	1543	Honda Generator EU200ITC EACT-1376077	07/15	-	
	M&E: Installation	1543	Honda Generator EU200ITC EACT-1376075	07/15	-	
	M&E: Installation	1543	Honda Generator EBLC-1017045	12/15	-	
	M&E: Installation	1543	Honda Generator EBLC-1017049	12/15	-	
	M&E: Installation	1543	Honda Generator EACT-1362806	12/15	-	
	M&E: Installation	1543	Honda Generator EACT-1362817	12/15	-	
	M&E: Installation	1543	Honda Generator EACT-1362818	12/15	-	
	M&E: Installation	1543	Gas-MGC Dock-TSM-230017	01/16	-	
	M&E: Installation	1543	Honda Generator EBLC-1019677	06/16	-	
	M&E: Installation	1543	Honda Generator EBLC-1013929	06/16	-	
	M&E: Installation	1543	Honda Generator EBLC-1018568	06/16	-	
	M&E: Installation	1543	PC-0100 PRO CUTTER 110V	06/16	-	
	M&E: Installation	1543	PC-0100 PRO CUTTER 110V	06/16	-	
	M&E: Installation	1543	Billy Goat Blower 18HP SN05026316	08/16	-	
	M&E: Installation	1543	Billy Goat Blower 18HP SN062016072	08/16	-	
	M&E: Installation	1543	BR700Blower Backpack STHL 64.8 CC SN508305930	08/16	-	
	M&E: Installation	1543	BR700Blower Backpack STHL 64.8 CC SN508305955	08/16	-	
	M&E: Installation	1543	Union Special Bag closer 2200G US220G	08/16	-	
	M&E: Installation	1543	Liquid Boot Pump/cart 1000ccJC40L9	08/16	-	
	M&E: Installation	1543	102" X 25 +5 Tandem dual wheel mega ramps 16VGX2523g60S	08/16	-	
	M&E: Installation	1543	Roller Skid Unit rog50b82c100m56y19k60	08/16	-	
	M&E: Installation	1543	CIVIT Sewing Machine SNUE1923862	08/16	-	

(1) Amounts in CAD dollars

Nilex Inc – Equipment ⁽¹⁾ by Location as of September 30, 2022

Location	Type	Account	Asset Description	Acquisition Date	Closing NBV	Deprn Exp Accounts
	M&E: Installation	1543	CIVIT Sewing Machine SNUE1923861	08/16	-	
	M&E: Installation	1543	CIVIT Sewing Machine SNUE1920994	08/16	-	
	M&E: Installation	1543	CIVIT Sewing Machine SNUE1923882	08/16	-	
	M&E: Installation	1543	HONDA Extreme EB6500XKC EBLC-1018569	08/16	-	
	M&E: Installation	1543	HONDA Extreme EB6500XKC EBLC-1018570	08/16	-	
	M&E: Installation	1543	SLD WEDGE ASSM110V Sandale	10/16	-	
	M&E: Installation	1543	Hydraulic Beam Roller 384314900 Axter Coletanche	08/17	-	
	M&E: Installation	1543	Unloading Pin #46985418 Axter Coletanche	06/17	-	
	M&E: Installation	1543	2 Pullers RSMAC-E2453	11/17	-	
Edmonton/C	M&E: Prodn Equip	1543-NCI	GEOSTAR G7 LQS SN1902264965	04/19	-	
Edmonton/C	M&E: Prodn Equip	1543-NCI	SAJRI/2019-8742 PROTOTYPE	04/19	-	
Edmonton/C	M&E: Prodn Equip	1543-NCI	BITUMAT B2 Welder SN#1708175213	10/19	-	
Edmonton/C	M&E: Prodn Equip	1543-NCI	LEITEC-SAJRI2019/10349	03/20	466.09	
Edmonton/C	M&E: Prodn Equip	1543-NCI	EMCCOR-21313376-00	06/20	1,387.00	
Edmonton/C	M&E: Prodn Equip	1543-NCI	Leister SAJRI/2020/12784	11/20	4,743.56	
Edmonton/C	M&E: Prodn Equip	1543-NCI	LEITEC-SAJRI-2020-12544/12852 SN#2004038543	12/20	4,398.56	
Edmonton/C	M&E: Prodn Equip	1543-NCI	SANDALE 1 STN TENSIO METER W/CS	04/21	4,096.00	
Edmonton/C	M&E: Prodn Equip	1543-NCI	T&T Spreader Bar Ends	06/21/21	2,626.25	
Edmonton/C	M&E: Prodn Equip	1543-NCI	WEDG WELDER	07-2021	10,620.70	
Edmonton/C	M&E: Prodn Equip	1543-NCI	WEDGE assembly-parts	08/01/21	1,230.32	
Edmonton/C	M&E: Prodn Equip	1543-NCI	2STN TENSIO METER W/CS PT8023,PT7484	04/01/22	22,437.00	
Edmonton/C	M&E: Prodn Equip	1543-NCI	EMCOR-21322300119	2022-08-26	7,731.00	
Edmonton/C	M&E: Prodn Equip	1543-NCI	EMCOR-21322300119	08/26/22	9,790.00	
Edmonton/C	M&E: Prodn Equip	1543-NCI	HONDA 045975	08/22/22	5,950.00	
Edmonton/C	M&E: Prodn Equip	1543-NCI	CWFLTD	09/22/22	3,228.00	
Total					848,302.99	

(1) Amounts in USD dollars

Nilex USA Inc – Equipment⁽¹⁾ by Location as of September 30, 2022

Location	Type	Account	Asset Description	Acquisition Date	Closing NBV	Deprn Exp Accounts
Utah	Furniture, Fixtures, & Equip	1510NU	Warehouse Fixtures-Utah	02/17/15	-	
Utah	Furniture, Fixtures, & Equip	1510NU	General Office Equipment-Utah	02/17/15	-	
Utah	Furniture, Fixtures, & Equip	1510NU	5task chairs-Lshape desk-Utah-fr May	04/01/15	-	
Utah	Furniture, Fixtures, & Equip	1510NU	Carpet-Utah office-Amort from Aug 15	7,8/15	-	
Utah	Automobiles	1520NU	2020 KPMG Adjustment		23,375.00	
Utah	Automobiles	1520NU	2003 24' Gooseneck Trailer-Utah	2015	-	
Utah	Automobiles	1520NU	2013 Ford F-350-Utah-Feb 2015 - Tyler Kent	2015	-	
Utah	Automobiles	1520NU	2013 Ford F-350-Utah-Price adjustment	2015	-	
Utah	Automobiles	1520NU	2013 Ford F-350-Utah-Price adjustment	2015	-	
Utah	Automobiles	1520NU	2016 Ford F-150 - Corey Park - Utah - 1FTEW1EP1GKE65725	09/21/16	-	
Utah	Automobiles	1520NU	2017 Ford F-150 - 1FTEW1EF8HKC73405 - Salt Lake City	11/16/17	722.74	
Utah	Production Equipment	1530NU	1998 Yale Forklift-Utah E177820107V	02/17/15	2,500.00	
Utah	Production Equipment	1530NU	Forklift SLC - 2008 Toyota 8FGU25 - 18431	03/01/19	10,716.80	
Utah	Production Equipment	1530NU	Fabric Sewing Machine-Utah	02/17/15	500.00	
Utah	Warehouse Equipments	1540NU	Spenax Ring Gun-Utah	02/17/15	-	
Utah	Warehouse Equipments	1540NU	Pallet Jack-Utah	02/17/15	-	
Utah	Warehouse Equipments	1540NU	Heat Gun-Utah	02/17/15	-	
Utah	Computer Hardware	1570NU	Network hardware- Nilex #IN000001146-Utah	3/15	-	
Utah	Computer Hardware	1570NU	2 Dell Laptop-Latitude E6440BTX (Tony and Tyler Kent) - Utah	3/15	-	
Utah	Computer Hardware	1570NU	Dock- Tyler Kent - Utah	3/15	-	
Utah	Computer Hardware	1570NU	Monitor- Tyler Kent - Utah	3/15	-	
Utah	Computer Hardware	1570NU	Misc hardware-Utah-ADVNET inv#5379	6/15	-	
Colorado	Furniture, Fixtures, & Equip	1510NU	Denver Chairs & Desks	01/03/21	2,600.00	
Colorado	Furniture, Fixtures, & Equip	1510NU	Denver Fence (80ft x 8ft)	01/10/21	4,037.00	
Colorado	Furniture, Fixtures, & Equip	1510NU	Denver Racking	01/06/21	5,671.63	
Colorado	Furniture, Fixtures, & Equip	1510NU	Denver Hinsdale Network Install	04/21/21	919.80	
Colorado	Automobiles	1520NU	2016 Ford F-150 - 1FTEW1EPXGKF04523 - Denver	09/16/16	-	
Colorado	Production Equipment	1530NU	Forklift 8FGU30-60431-Capital lease - Denver	11/14	29,928.83	
Colorado	Computer Hardware	1570NU	New computer-Patrick Tyl-98HVT32 - Denver	11/15	-	
Colorado	Computer Hardware	1570NU	New computer-Patrick Koschak-7JSJV32-FR DEC - Denver	12/15	-	
Colorado	Computer Hardware	1570NU	New computer - wait for Adam - Denver	2/16	-	
Colorado	Computer Hardware	1570NU	4 New Computers - Mick, Paul, Christy & Robyn - Denver	10/16	-	
Colorado	Computer Hardware	1570NU	Poweredge Intel Server - Denver	12/17/17	437.53	
Colorado	Computer Hardware	1570NU	2 Dell Laptop-Latitude Laptops - Denver	08/18/18	-	
Undetermined	Furniture, Fixtures, & Equip	1510NU	Massage Chair	07/26/07	-	
Undetermined	Furniture, Fixtures, & Equip	1510NU	Displayco	10/31/12	-	
Undetermined	Production Equipment	1530NU	Strapping Machine (Model ES-101)	08/31/01	-	
Undetermined	Production Equipment	1530NU	Silt Fence Machine	08/01/05	-	
Undetermined	Production Equipment	1530NU	Portable Sewing Machine-	04/26/07	-	
Undetermined	Production Equipment	1530NU	Silt Fence Machine Upgrade	05/30/08	-	
Undetermined	Production Equipment	1530NU	Union Special Antaeus 80200Z2715A	03/02/10	-	
Undetermined	Warehouse Equipments	1540NU	2005 Nissan Forklift - MUL02A25LV	08/30/05	-	
Undetermined	Warehouse Equipments	1540NU	Forklift Repairs	12/17/08	-	
Undetermined	Warehouse Equipments	1540NU	Skid Steer & sweeper attachment	12/01/10	-	
Undetermined	Computer Hardware	1570NU	4 Latitude 5490	04/18/18	-	
Undetermined	Computer Hardware	1570NU	SLC Firewall	6-16-2021	903.08	
Total					82,312.41	

Schedule 1.1(oo)

Excluded Assets

See attached Excel file.

(1) Amounts in CAD dollars

Nilex Inc – Equipment Excluded ⁽¹⁾ by Location as of September 30, 2022

Location	Type	Account	Asset Description	Acquisition Date	Closing NBV	Deprn Exp Accounts
Calgary	Leasehold Improvements	1550	All West Coatings Ltd-Exterior Windows Coating Calgary	04/18	1,044.53	8590-NI-C-12
Edmonton	Leasehold Improvements	1550	ADVASH-185066	08/18/21	5,565.23	8590-NI-E-12
Edmonton	Leasehold Improvements	1550	Advantage Signs - Sign for Edmonton new building-amort fr July	07/01/14	1,364.78	8590-NI-E-12
Edmonton	Leasehold Improvements	1550	Advantage Signs- Vinyl window etching for interior windows-NO	10/14	837.40	8590-NI-E-12
Edmonton	Leasehold Improvements	1550	Advantage Signs - Sign for Edmonton new building-amort fr Oct	10/2014	737.90	8590-NI-E-12
Edmonton	Leasehold Improvements	1550	Advantage Signs - Sign for Edmonton new building-amort fr Oct	10/2014	694.04	8590-NI-E-12
Saskatoon	Leasehold Improvements	1550	Compuvison systems-SM IT network	03-2021	6,347.06	8590-NI-S-12
Saskatoon	Leasehold Improvements	1550	DALFLO -644	10/13/20	3,587.04	8590-NI-S-12
Saskatoon	Furniture & Fixtures	1510	SM Racking-Rayequ	08/05/21	2,143.82	8590-NI-S-12
Surrey	Leasehold Improvements	1550	Summit Fire Protection Design for Sprinkler Leasehold Improver	04/17	11,610.98	8590-NI-V-12
Surrey	Leasehold Improvements	1550	Advantage Signs- Sign for BC New Building April 2017	04/17	4,750.37	8590-NI-V-12
Surrey	Leasehold Improvements	1550	Sunny Cool-8mil Clear Security Film on Glass	05/17	2,062.50	8590-NI-V-12
Surrey	Leasehold Improvements	1550	Teck Construction-Nilex Tenant Improvement	05/17	1,913.09	8590-NI-V-12
Surrey	Leasehold Improvements	1550	Teck Construction-Nilex Tenant Improvement	05/17	811.61	8590-NI-V-12
Surrey	Leasehold Improvements	1550	Teck Construction-Nilex Tenant Improvement	11/17/17	810.47	8590-NI-V-12
Toronto	Leasehold Improvements	1550	LED LIGHTING XM OFFICE STEMAN	01/01/22	4,695.05	8590-NI-X-12
Toronto	Leasehold Improvements	1550	OSACON -20-483	09/29/20	2,890.86	8590-NI-X-12
Toronto	Leasehold Improvements	1550	XM Warehouse-Konsta 11778	09/18/18	1,732.50	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Akita - Executive corner for Toronto office	09/12/11	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Allwest Commercial - Four POD Leverage Station for Toronto of	6/17/2013	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Allwest - 4 Workstation for Toronto new office-Amort fr Mar	2/24/2014	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Allwest - 2 Front Open Locker for Toronto new office-Amort fr M	2/24/2014	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Nobelton Custom Covering - Roller Blinds for Toronto Boardroo	3/06/2014	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Allwest - 4 Training Table with T-Legs & Linking System (plus in	3/12/2014	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Allwest - 10 Back Chairs-amort fr Mar	3/12/2014	-	8590-NI-X-12
Toronto	Furniture & Fixtures	1510	Advantage Signs - Sign Cabinet for Toronto new office-amort fr	3/24/2014	-	8590-NI-X-12
Toronto	M&E: Prodn Equip	1540	Dock plate for warehouse - Toronto	04/26/09	-	7369-NI-X-13
Toronto	M&E: Prodn Equip	1540	Warehouse racks - Toronto	11/30/09	-	7369-NI-X-13
Toronto	M&E: Prodn Equip	1540	Aluminum Dock Board - Toronto	04/27/10	-	7369-NI-X-13
Toronto	Leasehold Improvements	1550	Digitcom- New Toronto Office- Invoice#48373-Depreciation fr M	04/02/14	-	8590-NI-X-12
Total					53,599.23	

(1) Amounts in USD dollars

Nilex USA Inc – Equipment by Location as of September 30, 2022

Location	Type	Account	Asset Description	Acquisition Date	Closing NBV	Deprn Exp Accounts
Utah	Furniture, Fixtures, & Equip	1510NU	Warehouse Fixtures-Utah	02/17/15	-	
Utah	Furniture, Fixtures, & Equip	1510NU	General Office Equipment-Utah	02/17/15	-	
Utah	Furniture, Fixtures, & Equip	1510NU	5task chairs-Lshape desk-Utah-fr May	04/01/15	-	
Utah	Furniture, Fixtures, & Equip	1510NU	Carpet-Utah office-Amort from Aug 15	7,8/15	-	
Utah	Automobiles	1520NU	2020 KPMG Adjustment		23,375.00	
Colorado	Furniture, Fixtures, & Equip	1510NU	Denver Chairs & Desks	01/03/21	2,600.00	
Colorado	Furniture, Fixtures, & Equip	1510NU	Denver Fence (80ft x 8ft)	01/10/21	4,037.00	
Colorado	Furniture, Fixtures, & Equip	1510NU	Denver Racking	01/06/21	5,671.63	
Colorado	Furniture, Fixtures, & Equip	1510NU	Denver Hinsdale Network Install	04/21/21	919.80	
Undetermined	Furniture, Fixtures, & Equip	1510NU	Massage Chair	07/26/07	-	
Undetermined	Furniture, Fixtures, & Equip	1510NU	Displayco	10/31/12	-	
Total					36,603.43	


Schedule 1.1(yy)


Intellectual Property


Trademarks

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services	Comments
U.S.A.						
NILEX INC. CANADA CORPORATION 9304 - 39 AVENUE NW EDMONTON, ALBERTA, T6E6L8 CA (CANADA)	MULCHMAX Cross References: MULCH MAX MULCHMAX	App 85393629 App 09-AUG-2011	Reg 4684991 Reg 10-FEB-2015	Cancelled Cancellation Section: 8 Intent to Use - Filed USE APPLICATION - CURRENT	INT. CL. 31 MULCH	Cancelled for failure to renew. Security Agreement placed on file. Date recorded: June 1, 2018 Assignee: CANADIAN IMPERIAL BANK OF COMMERCE CANADA BANK 199 BAY STREET, 4TH FLOOR TORONTO, M5L 1A2 CA (CANADA)
NILEX INC. CANADA CORPORATION 6810 - 8 STREET NW EDMONTON, ALBERTA, T6P0C5 CA (CANADA)	GEORIDGE GEORIDGE	App 85023247 App 26-APR-2010	Reg 3877087 Reg 16-NOV-2010	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	INT. CL. 19 PERMEABLE BERM THAT ATTACHES TO AN EROSION CONTROL MAT	Security Agreement placed on file. Date recorded: June 1, 2018 Assignee: CANADIAN IMPERIAL BANK OF COMMERCE CANADA BANK

						199 BAY STREET, 4TH FLOOR TORONTO, M5L 1A2 CA (CANADA)
NILEX INC. CANADA CORPORATION 6810 - 8 STREET NW EDMONTON, ALBERTA, T6P0C5 CA (CANADA)	UNEARTHING BETTER RESULTS UNEARTHING BETTER RESULTS	App 85012084 App 12-APR-2010	Reg 3899606 Reg 04-JAN-2011	Renewed (Registered) Intent to Use - Filed USE APPLICATION - CURRENT	INT. CL. 42 ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH STABILIZATION REINFORCEMENT AND PROTECTION OF SOIL	Security Agreement placed on file. Date recorded: June 1, 2018 Assignee: CANADIAN IMPERIAL BANK OF COMMERCE CANADA BANK 199 BAY STREET, 4TH FLOOR TORONTO, M5L 1A2 CA (CANADA)
NILEX INC. CANADA CORPORATION 6810 - 8 STREET NW EDMONTON, ALBERTA, T6P0C5 CA (CANADA)	NILEX NILEX	App 85010663 App 09-APR-2010	Reg 3879659 Reg 23-NOV-2010	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	INT. CL. 42 ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH STABILIZATION REINFORCEMENT AND PROTECTION OF SOIL	Security Agreement placed on file. Date recorded: June 1, 2018 Assignee: CANADIAN IMPERIAL BANK OF COMMERCE CANADA BANK 199 BAY STREET, 4TH FLOOR TORONTO, M5L 1A2 CA (CANADA)
NILEX INC. CANADA CORPORATION	<i>Design Only</i>	App 85010716 App 09-APR-2010	Reg 3879662 Reg 23-NOV-2010	Renewed (Registered) FILED AS USE APPLICATION	INT. CL. 42 ENGINEERING DESIGN AND CONSULTING	Security Agreement placed on file.


<p>6810 - 8 STREET NW EDMONTON, ALBERTA, T6P0C5 CA (CANADA)</p>				<p>USE APPLICATION - CURRENT</p>	<p>SERVICES IN CONNECTION WITH STABILIZATION REINFORCEMENT AND PROTECTION OF SOIL</p>	<p>Date recorded: June 1, 2018 Assignee: CANADIAN IMPERIAL BANK OF COMMERCE CANADA BANK 199 BAY STREET, 4TH FLOOR TORONTO, M5L 1A2 CA (CANADA)</p>
<p>NILEX INC. CANADA CORPORATION 9304 -39 AVENUE EDMONTON, ALBERTA, T6E6L8 CA (CANADA)</p>	<p>GEO-RIDGE GEO-RIDGE</p>	<p>App 85010781 App 09-APR-2010</p>	<p>Reg 3877000 Reg 16-NOV-2010</p>	<p>Cancelled Cancellation Section: 8 Section 44(e) Filed Section 44(e) Currently</p>	<p>INT. CL. 19 PERMEABLE BERM THAT ATTACHES TO AN EROSION CONTROL MAT</p>	<p>Cancelled for failure to renew.</p>
<p>NILEX ENVIRONMENTAL INC. COLORADO CORPORATION 15171 E. FREMONT DRIVE CENTENNIAL, COLORADO, 80112</p>	<p>NILEX NILEX</p>	<p>App 77600348 App 24-OCT-2008</p>		<p>Abandoned FILED AS USE APPLICATION USE APPLICATION - CURRENT</p>	<p>INT. CL. 42 ENGINEERING SERVICES, NAMELY, ENGINEERING FOR THE DESIGN AND CONSULTING SERVICES IN CONNECTION WITH STABLIZATION REINFORCEMENT AND PROTECTION OF SOIL</p>	<p>Cancelled for failure to respond to office action.</p>
<p>NILEX ENVIRONMENTAL INC. COLORADO CORPORATION 15171 FREMONT DRIVE CENTENNIAL, COLORADO, 80112</p>	<p>NILEX</p>	<p>App 77600393 App 24-OCT-2008</p>		<p>Abandoned FILED AS USE APPLICATION USE APPLICATION - CURRENT</p>	<p>INT. CL. 42 ENGINEERING SERVICES, NAMELY, ENGINEERING FOR THE DESIGN AND CONSULTING SERVICE IN CONNECTION WITH</p>	<p>Cancelled for failure to respond to office action.</p>

					STABLIZATION REINFORCEMENT AND PROTECTION OF SOIL	
NILEX INC. CANADA CORPORATION 9304 - 39 AVENUE EDMONTON, ALBERTA, T6E 5T9 CA (CANADA)	AXXESS Cross References: ACCESS AXXESS	App 78487556 App 22-SEP-2004		Abandoned Intent to Use - Filed Intent to Use	INT. CL. 20 PLASTIC MODULAR ROAD PANEL OR STRIPS FOR PLACEMENT ON SOFT SOILS TO INCREASE TRACTION WHEN DRIVEN ON BY VEHICLES	Abandoned for failure to file a statement of use.
NILEX INC. CANADA CORPORATION 9304 - 39 AVENUE EDMONTON, ALBERTA, T6E 5T9 CA (CANADA)	NRS	App 75742708 App 02-JUL-1999	Reg 2417102 Reg 02-JAN-2001	Cancelled Cancellation Section: 8 FILED AS USE APPLICATION USE APPLICATION - CURRENT	INT. CL. 1 CHEMICAL SOIL ADDITIVES TO ENHANCE COMPACTION AND IMPROVE DENSIFICATION OF ROAD SURFACES	Cancelled for failure to renew.
NILEX INC. CANADA CORPORATION 9304 - 39 AVENUE EDMONTON, ALBERTA, T6E 5T9 CA (CANADA)	GOOD STUFF FOR THE EARTH	App 75742714 App 02-JUL-1999	Reg 2424677 Reg 30-JAN-2001	Cancelled Cancellation Section: 8 FILED AS USE APPLICATION USE APPLICATION - CURRENT	INT. CL. 37 CUSTOM INSTALLATION OF SYNTHETIC PRODUCTS TO REINFORCE, FILTER, PROTECT AND STABILIZE SOILS, NAMELY SOIL REINFORCEMENTS AND STABILIZERS	Cancelled for failure to renew.

					AND PROVIDING RELATED CONSULTING THERETO INT. CL. 42 ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH STABILIZATION REINFORCEMENT AND PROTECTION OF SOIL	
NILEX INC. CANADA CORPORATION 9304 - 39 AVENUE EDMONTON, ALBERTA, T6E 5T9 CA (CANADA)	NILEX	App 75691436 App 27-APR-1999	Reg 2395177 Reg 17-OCT-2000	Cancelled Cancellation Section: 8 FILED AS USE APPLICATION USE APPLICATION - CURRENT	INT. CL. 42 ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH STABILIZATION REINFORCEMENT AND PROTECTION OF SOIL	Cancelled for failure to renew.
NILEX INC. CANADA CORPORATION 9304 - 39 AVENUE EDMONTON, ALBERTA, T6E 5T9 CA (CANADA)	NILEX 	App 75691437 App 27-APR-1999	Reg 2395178 Reg 17-OCT-2000	Cancelled Cancellation Section: 8 FILED AS USE APPLICATION USE APPLICATION - CURRENT	INT. CL. 42 ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH STABILIZATION REINFORCEMENT AND PROTECTION OF SOIL	Cancelled for failure to renew.
NILEX INC. CANADA CORPORATION 9304 - 39 AVENUE EDMONTON, T6E 5T9	GEO-RIDGE	App 75205794 App 29-NOV-1996	Reg 2210090 Reg 15-DEC-1998	Cancelled Cancellation Section: 8 Section 44(D) Section 44(d) Filed Section 44(e) Currently	INT. CL. 19 PERMEABLE BERM THAT ATTACHES TO AN EROSION CONTROL MAT	Cancelled for failure to renew.

				Section 44(e) Amended		
Canada						
Nilex Inc. 6810 8 St NW Edmonton ALBERTA CANADA T6P0C5	Ecotemp CompuMark Trademark: Ecotemp	App 2190302 App 07-JUN-2022		Formalized (Pending)	(1) Reinforced temporary walls	
Nilex Inc. 6810 8 St NW Edmonton ALBERTA CANADA T6P0C5	Ecorock CompuMark Trademark: Ecorock Cross References: ECO ROCK	App 2190301 App 07-JUN-2022		Formalized (Pending)	(1) Reinforced rock face walls	
Nilex Inc. 6810 8 St NW Edmonton ALBERTA CANADA T6P0C5	Ecocell CompuMark Trademark: Ecocell Cross References: ECO CELL	App 2190300 App 07-JUN-2022		Formalized (Pending)	(1) Reinforced walls based on cell structures	
Nilex Inc. 6810 8 St NW Edmonton ALBERTA CANADA T6P0C5	ECOSLOPE CompuMark Trademark: ECOSLOPE Cross References: ECO SLOPE	App 2190299 App 07-JUN-2022		Formalized (Pending)	(1) Reinforced turf slope stabilization	
Nilex Inc. 6810 8 St NW Edmonton ALBERTA CANADA T6P0C5	Ecogreen CompuMark Trademark: Ecogreen Cross References: Eco green	App 2190304 App 07-JUN-2022		Formalized (Pending)	(1) Reinforced medium height walls with vegetation	
Nilex Inc.	Ecowrap	App 2190303		Formalized (Pending)	(1) Reinforced low height	

6810 8 St NW Edmonton ALBERTA CANADA T6P0C5	CompuMark Trademark: Ecowrap Cross References: Eco wrap	App 07-JUN-2022			walls	
Nilex Inc. 6810 8 St NW Edmonton ALBERTA CANADA T6P0C5	Duragrid CompuMark Trademark: Duragrid Cross References: Dura grid, DurRa grid	App 2165149 App 09-FEB-2022		Formalized (Pending)	(1) Plastic netting used for ground stabilization and erosion control	
Nilex Inc. 6810 8 St NW Edmonton ALBERTA CANADA T6P0C5	Ecotech CompuMark Trademark: Ecotech Cross References: ECO TECH	App 2164991 App 08-FEB-2022		Formalized (Pending)	(1) Bank stabilization and erosion control systems comprised of retaining walls, composed wire mesh forms, woven matts and fabrics	
Nilex Inc. 6810 8 St NW Edmonton ALBERTA CANADA T6P0C5	EasyGrid CompuMark Trademark: EasyGrid Cross References: EASY GRID	App 1907043 App 29-JUN-2018		Registration pending (Pending)	(1) Woven mesh or fabric used as a sub-layer to reinforce trafficked areas namely roads, railways, airport runways, industrial yards and storage areas	Security Agreement Placed on File DATE RECORDED: 15 avr/Apr 2019 Canadian Imperial Bank of Commerce, as Lender
Nilex Inc. 9304 - 39 Avenue NW Edmonton ALBERTA CANADA T6E6L8	Mulchmax CompuMark Trademark: Mulchmax	App 1539033 App 09-AUG-2011	Reg TMA833996 Reg 10-OCT-2012	Registered	(1) Mulch used for land reclamation, vegetation establishment and to prevent soil erosion.	Security Agreement Placed on File DATE RECORDED: 15 juin/June 2018 Canadian Imperial Bank of

						Commerce, as Lender
<p>Nilex Inc. 9304 - 39 Avenue Edmonton ALBERTA CANADA T6E6L8</p>	<p>Square with slanted triangle in the middle CompuMark Trademark: Square with slanted triangle in the middle</p> 	<p>App 1395720 App 15-MAY-2008</p>	<p>Reg TMA757659 Reg 22-JAN-2010</p>	Registered	<p>(1) Synthetic fabrics, membranes and liners to reinforce, filter, protect and stabilize soils, namely, soil reinforcement textiles and grids, soil erosion control fabrics, membranes and liners and soil reclamation fabric, membrane and liners, containment membranes and liners, soil stabilizing fabrics and membranes and road stabilizer fabrics and membranes, earth retention systems and silt and sediment textiles. (1) Engineering design and technical support in connection with stabilization reinforcement and protection of soil, construction and installation services in connection with soil reinforcement, containment and stabilizing.</p>	<p>Security Agreement Placed on File DATE RECORDED: 15 juin/Jun 2018 Canadian Imperial Bank of Commerce, as Lender</p>
<p>Nilex Inc. 9304 - 39 Avenue Edmonton ALBERTA CANADA T6E6L8</p>	<p>Unearthing Better Results CompuMark Trademark: Unearthing Better Results</p>	<p>App 1395721 App 15-MAY-2008</p>	<p>Reg TMA758094 Reg 27-JAN-2010</p>	Registered	<p>(1) Synthetic fabrics, membranes and liners to reinforce, filter, protect and stabilize soils, namely, soil reinforcement textiles and grids, soil erosion control fabrics, membranes and liners and soil reclamation</p>	<p>Security Agreement Placed on File DATE RECORDED: 15 juin/Jun 2018 Canadian Imperial Bank of Commerce, as Lender</p>

					<p>fabric, membrane and liners, containment membranes and liners, soil stabilizing fabrics and membranes and road stabilizer fabrics and membranes, earth retention systems and silt and sediment textiles.</p> <p>(1) Engineering design and technical support in connection with stabilization reinforcement and protection of soil, construction and installation services in connection with soil reinforcement, containment and stabilizing.</p>	
<p>NILEX INC. 9304 - 39 Avenue Edmonton ALBERTA T6E 5T9</p>	<p>AXXESS CompuMark Trademark: AXXESS Cross References: ACCESS</p>	<p>App 1231193 App 22-SEP-2004</p>		<p>Abandoned - section 40(3) (Abandoned)</p>	<p>(1) A plastic modular road panel designed to be placed on soft soils driven on by vehicles.</p>	<p>Abandoned for failure to file a declaration of use.</p>
<p>NILEX INC. 9304 - 39 AVENUE EDMONTON ALBERTA CANADA T6E5T9</p>	<p>GOOD STUFF FOR THE EARTH CompuMark Trademark: GOOD STUFF FOR THE EARTH</p>	<p>App 884022 App 14-JUL-1998</p>	<p>Reg TMA521260 Reg 11-JAN-2000</p>	<p>Expunged (Expired)</p>	<p>(1) Synthetic products to reinforce, filter, protect and stabilize soils, namely, soil reinforcement textiles and grids, soil erosion control products and soil reclamation products, containment membranes and liners, soil stabilizing products and road stabilizing products, earth retention fabrics and silt and sediment textiles.</p>	<p>Expunged for failure to renew.</p>

					(1) Engineering design and consulting services in connection with stabilization reinforcement and protection of soil, construction and installation services in connection with soil reinforcement and stabilizing.	
NILEX INC. 9304 - 39 AVENUE EDMONTON ALBERTA CANADA T6E5T9	NRS CompuMark Trademark: NRS	App 884023 App 14-JUL-1998	Reg TMA513690 Reg 29-JUL-1999	Registered	(1) Chemical soil additive to enhance compaction and improve densification of road surfaces.	Security Agreement Placed on File DATE RECORDED: 15 juin/Jun 2018 Canadian Imperial Bank of Commerce, as Lender
NILEX INC. 9304 - 39 AVENUE EDMONTON ALBERTA CANADA T6E5T9	NILEX CompuMark Trademark: NILEX	App 884024 App 14-JUL-1998	Reg TMA521575 Reg 17-JAN-2000	Registered	(1) Synthetic products to reinforce, filter, protect and stabilize soils, namely, soil reinforcement textiles and grids, soil erosion control products and soil reclamation products, containment membranes and liners, soil stabilizing products and road stabilizers products, earth retention fabrics and silt and sediment textiles. (1) Engineering design and consulting services in connection with stabilization reinforcement and protection of soil,	Security Agreement Placed on File DATE RECORDED: 15 juin/Jun 2018 Canadian Imperial Bank of Commerce, as Lender

					construction and installation services in connection with soil reinforcement and stabilizing.	
<p>NILEX INC. 3448 93RD STREET EDMONTON ALBERTA CANADA T6E6A4</p>	<p>NILEX & DESIGN CompuMark Trademark: NILEX</p>  <p>NILEX</p>	<p>App 834754 App 27-JAN-1997</p>	<p>Reg TMA508923 Reg 08-MAR-1999</p>	Registered	<p>(1) Synthetic products to reinforce, filter, protect and stabilize soils, namely, soil reinforcement textiles and grids, erosion control and reclamation products, containment membranes and liners, soil and road stabilizers, earth retention fabrics and silt and sediment textiles. (1) Engineering design and consulting services in connection with stabilization reinforcement and protection of soil, construction and installation services in connection with soil reinforcement and stabilizing.</p>	<p>Security Agreement Placed on File</p> <p>DATE RECORDED: 15 juin/Jun 2018</p> <p>Canadian Imperial Bank of Commerce, as Lender</p>
<p>Nilex Inc. 9304 - 39 Avenue Edmonton ALBERTA CANADA T6E5T9</p>	<p>GEO-RIDGE CompuMark Trademark: GEO-RIDGE Cross References: GEO RIDGE</p>	<p>App 813762 App 29-MAY-1996</p>	<p>Reg TMA491878 Reg 25-MAR-1998</p>	Registered	<p>(1) Sediment control barriers.</p>	<p>Security Agreement Placed on File</p> <p>DATE RECORDED: 15 juin/Jun 2018</p> <p>Canadian Imperial Bank of Commerce, as Lender</p>

Copyrights

Nil.

Patents

Reference No.	Application No.	Patent Title	Authority	Publication Date	Issue Date	Status	Inventor(s)	FMD
CA2588196C	CA2588196	Degradable erosion control barrier	Canada	2010-08-31	2010-08-31	<u>Active</u>	VAN WOUDEBERG, WALTER WILSON, IAN	Maintenance fees of 458,08 CAD due on 2022-05-10. Last payment of 255 CAD received on 2021-03-22.
CA2491113C	CA2491113	Method and apparatus for remotely severing a prefabricated vertical drain	Canada	2005-06-29	2008-07-08	<u>Active</u>	TOMLINSON GAREY I	Maintenance fees due on 2023-12-25 of : - 458,08 CAD if received in 2022; - 473,65 CAD if received in 2023.
US6908259B1	US10/749002	Method and apparatus for remotely severing a prefabricated vertical drain	United States	2005-06-30	-	<u>Active</u>	TOMLINSON, GAREY I.	No maintenance fees are due. Small entity status.
US6846130B2	US10/352583	Method and apparatus for enhancement of	United States	2005-01-25	2005-01-25	<u>Active</u>	GOUGHNOUR, R. ROBERT	No maintenance fees are due.

		prefabricated earth drains						Undiscounted entity status.
US8596930B2	US11/746869	Degradable erosion control barrier	United States	2013-12-03	2013-12-03	Inactive	WOUDENBERG, WALTER VAN WILSON, IAN	Non-payment.
CA1304975C	CA0560501	Barrier systems	Canada	1992-07-14	1992-07-14	Inactive	JANZ, ARNOLD	Expired on 2009-07-14.
US5039250A	US07/302988	Environment control barrier and apparatus and method for the installation of the barrier	United States	1991-08-13	1991-08-13	Inactive	JANZ, ARNOLD	Expired on 2009-01-30.
US20060042356A 1	US11/213078	Measuring soil permeability in situ	United States	2006-03-02	-	Inactive	GOUGHNOUR, R. ROBERT	Withdrawn.
US20050131749A 1	US11/008107	Storage tank roof protection system	United States	2005-06-16	-	Inactive	WATSON, COLLIN LOW, GARY	Withdrawn.
US20040211245A 1	US10/829956	System for testing liners	United States	2004-10-28	-	Inactive	WATSON, COLLIN LOW, GARY	Withdrawn.
CA2454084A1	CA2454084	Storage tank roof protection system	Canada	2005-06-11	-	Inactive	WATSON, COLLIN LOW, GARY	Withdrawn.
US20040200842A 1	US10/740409	Containment system for storage systems having discontinuities	United States	2004-10-14	-	Inactive	LOW, GARY WATSON, COLLIN	Withdrawn.
CA2426839A1	CA2426839	System for testing liners	Canada	2004-10-25	-	Inactive	WATSON COLLIN LOW GARY	Withdrawn.
US6737472B2	US10/413679	Reinforced networked polymer/clay alloy composite	United States	2004-05-18	2004-05-18	Inactive	ZHOU, ZHIHONG PAYZANT, JOHN DONALD WOUDENBERG, WALTER VAN	Expired on 2019-08-21.
CA2425203A1	CA2425203	Containment system for storage systems having discontinuities	Canada	2004-10-11	-	Inactive	WATSON, COLLIN LOW, GARY	Withdrawn.

NO20015741A	NO20015741	Reinforced networked polymer/clay alloy composite	Norway	2002-01-28	-	Inactive	ZHIHONG ZHOU JOHN PAYZANT WALTER WOUDENBERG	Revoked.
AR024142A1	ARP20000102638	PROCESO DE PREPARACION DE UN COMPUESTO DE LIGA DE POLIMERO RETICULADO/ARCIL LA REFORZADO, EL PRODUCTO Y EL COMPUESTO OBTENIDOS, ASI COMO EL METODO DE USODEL MISMO	Argentina	2002-09-04	-	Inactive	-	Withdrawn.
PL352040A1	PL2000352040	Reinforced composite made of network polymer and clay	Poland	2003-07-28	-	Inactive	ZHIHONG ZHOU JOHN PAYZANT WALTER VAN WOUDENBERG	Discontinuation.
KR1020020021377A	KR1020017015063	Reinforced networked polymer/clay alloy composite	Korea	2002-03-20	-	Inactive	ZHOU,ZHIHONG PAYZANT,JOHN VANWOUDENBERG,WALTER	Abandoned.
BRPI0010962A2	BRPI0010962	PROCESSO PARA PRODUZIR UM COMPÓSITO DE LIGA DE POLÍMERO/ARGILA EM REDE REFORÇADO, PRODUTO, COMPÓSITO DE LIGA DE POLÍMERO/ARGILA EM REDE REFORÇADO, E, MÉTODO PARA USAR O COMPÓSITO DE LIGA DE	Brazil	2002-05-07	-	Inactive	ZHIHONG ZHOU JOHN PAYZANT WALTER VAN WOUDENBERGER	Withdrawn.

		POLÍMERO/ARGILA EM REDE REFORÇADO						
DE60006961T2	DE60006961	VERSTÄRKTER VERBUNDWERKSTOFF AUS VERNETZTER POLYMER/TON LEGIERUNG	Germany	2004-10-28	2004-10-28	Inactive	ZHOU, ZHIHONG PAYZANT, JOHN VAN WOUDEBERG, WALTER	Non-payment.
AU770095B2	AU2000049038	Reinforced networked polymer/clay alloy composite	Australia	2004-02-12	2004-06-03	Inactive	PAYZANT, JOHN VAN WOUDEBERG, WALTER ZHOU, ZHIHONG	Ceased.
CL200001379A1	CL200001379	PROCESO DE PREPARACION DE UN COMPUESTO LIGANTE DE POLIMERO RETICULADO/ARCILLA REFORZADO DONDE UNA VEZ QUE LA MEZCLA DE MONOMERO/ARCILLA HA SIDO INTIMAMENTE DISTRIBUIDA DENTRO Y SOBRE EL REFORZADOR SE PROCEDE A LA POLIMERIZACION, EL COMPUESTO LIGANTE OBTENIDO Y SU USO COMO BARRERA DE FLUIDOS EN MATERIALES ABSORBENTES.	Chile	2001-11-14	-	Inactive	ZHOU ZHIHONG PAYZANT JOHN WOUNDENBERG WALTER	Withdrawn.

EP1192319B1	EP2000930910	Reinforced networked polymer/clay alloy composite	EPO	2003-12-03	2003-12-03	Inactive	ZHOU, ZHIHONG PAYZANT, JOHN VAN WOUDENBERG, WALTER	Ceased.
AT255661T	AT2000930910T	VERSTÄRKTER VERBUNDWERKSTOFF AUS VERNETZTER POLYMER/TON LEGIERUNG	Austria	2003-12-15	-	Inactive	ZHOU ZHIHONG PAYZANT JOHN VAN WOUDENBERG WALTER	Abandoned.
CA2310483C	CA2310483	Reinforced networked polymer/clay alloy composite	Canada	2004-05-04	2004-05-04	Inactive	ZHOU, ZHIHONG PAYZANT, JOHN DONALD VAN WOUDENBERG, WALTER	Expired on 2020-05-26.
US6610781B1	US09/579701	Reinforced networked polymer/clay alloy composite	United States	2003-08-26	2003-08-26	Inactive	ZHOU, ZHIHONG PAYZANT, JOHN DONALD VAN WOUDENBERG, WALTER	Expired on 2019-07-16.
SG84805B	SG200106932	Reinforced networked polymer/clay alloy composite	Singapore	2004-03-31	2004-03-31	Inactive	ZHOU, ZHIHONG PAYZANT, JOHN WOUDENBERG, WALTER	Expired on 2020-05-26.
CA2281164A1	CA2281164	Method for stabilizing soil using a cationic surfactant, soil stabilizing agent and stabilized soil	Canada	2001-02-27	-	Inactive	ZHOU ZHIHONG KEHLER GERRY	Withdrawn.
US6312190B1	US09/295183	Method and apparatus for enhancement of prefabricated composite vertical drains	United States	2001-11-06	2001-11-06	Inactive	GOUGHNOUR, R. ROBERT	Expired on 2019-04-20.
US6142711A	US09/285665	Vibrator having a rotating and oscillating housing	United States	2000-11-07	2000-11-07	Inactive	GOUGHNOUR, R. ROBERT	Non-payment.
WO2000073596A1	PCT/CA2000/00594	Reinforced networked polymer/clay alloy composite	WIPO	2000-12-07	-	PCT designated stage expired	ZHOU, ZHIHONG PAYZANT, JOHN VAN WOUDENBERG, WALTER	PCT past time limit.

Social Media Presence and Domain Names


V. SOCIAL MEDIA PRESENCE AND DOMAIN NAMES

Account	Platform	Link
Nilex Inc.	LinkedIn	https://www.linkedin.com/company/nilex-inc-/
@NilexInc	Facebook	https://www.facebook.com/NilexInc
Nilex Geosynthetic	Facebook	https://www.facebook.com/nilex.geosynthetics.3
@nilexinc	Instagram	https://www.instagram.com/nilexinc/
@NilexInc	Twitter	https://twitter.com/nilexinc

Domain name	Registrant	Contact	Expiration Date
https://nilex.com/	REDACTED FOR PRIVACY	REDACTED FOR PRIVACY	2023-03-27

Unregistered Trademarks

Trademarks	Goods/Services	Territories
StrataGrid	geogrid material knitted from high molecular weight and high tenacity polyester yarn	Canada & USA
Enviro-Span	modular culvert solution	Canada & USA
NuDrain	high flow, dimpled drainage core	Canada & USA

 The logo for WORK SMART NILEX. 'WORK' is in blue, 'SMART' is in green with an exclamation point, and 'NILEX' is in blue. The text is arranged in two lines: 'WORK' and 'SMART' on the top line, and 'NILEX' on the bottom line.	Geosynthetics solutions	Canada & USA
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Schedule 1.1(ccc)

Inventory

See attached Excel file.

Nilex Inc and Nilex USA Inc. – Inventory Summary as of September 30, 2022

<i>As of September 30, 2022</i>	Nilex Inc	Nilex USA Inc
	<i>CAD Dollars</i>	<i>USD Dollars</i>
Inventory	11,265,237.56	1,357,376.14
Less: Provision	(56,326.19)	(20,546.84)
Inventory After Provision	11,208,911.37	1,336,829.30

The net book value of Slow-Moving Inventory is calculated on the basis of the number of units for the SKUs listed below at close and the average dollar cost at such time.

Nilex Inc (Canada)

Location/Item	Description	Current Value (\$CAD)	Quantity	UoM	Location	Date of Last Goods Receipt	Date of Last Sale
TXG-TX130-001	TX130 TRIAX GEOGRID 4M X 75M	46,903	107	Roll	Calgary	7/6/2022	9/9/2022
OLI-VIPORBL10	BARRIER, VIPER II VAPOR 10 MIL	34,887	128	Roll	Calgary	9/9/2019	8/12/2022
GLA-2010	ROAD GRID 2010 1.52M X 75M (8502)	32,886	60	Roll	Calgary	10/1/2021	8/30/2022
DRA-DN501-001	DN50-1 DRAINAGE NET - 1.22M X 22.85M	3,835	13	Roll	Calgary	5/3/2022	7/29/2022
AQU-DD36100	DOUBLE DAM 36" X 100'	15,638	5	Each	Calgary	7/28/2020	N/A
TXG-TX160-001	TX160 TRIAX GEOGRID 4M X 75M	999	1	Roll	Calgary	3/10/2021	6/30/2022
OLI-R100CC	DURASKRIM R10CCU TRANSLUCENT 14.64 M X 30.48 M	8,902	11	Each	Calgary	12/13/2020	7/6/2022
PVC-40MILIFEIA	40MIL ISOFLEX "EIA" - REINFORCED 3.048M X 137.16M - BLUE	151,378	13,451	M2	Edmonton	2/15/2017	7/9/2022
WOV-NILEX600-418	NILEX 600 HTM WOVEN 4.6M X 91.5M	112,004	45	Roll	Edmonton	5/27/2021	6/30/2022
TXG-TX130-001	TX130 TRIAX GEOGRID 4M X 75M	21,367	49	Roll	Edmonton	8/24/2021	9/23/2022
PVC-30MILIFEIA	30MIL ISOFLEX "EIA" 3.048M X 137.16M (120" X 450') - BLUE	38,783	5,572	M2	Edmonton	2/15/2017	9/9/2022
HDP-TRANSET-006	TRANSET - 220-2-6 - 14.5' X 250' ROLL	27,195	10	Roll	Edmonton	11/9/2021	8/11/2022
NWV-DEWATERING-006	NILEX DEWATERING BAG - FAB - 10' X 10'	22,899	198	Each	Edmonton	6/22/2022	8/25/2022
OLI-ENVIROFLEX-011	30MIL ENVIROFLEX STOCK LINER - FAB - 217' x 124' 3"	34,749	4	Each	Edmonton	12/9/2021	N/A
PVC-20MILIG-S02	20MIL IG PVC, SOLMAX 2.16M X 493.7M	9,946	3,013	M2	Edmonton	9/14/2021	9/12/2022
SIE-WWFGALV-001	STRATA CAGES GALV. 4" X 4" OPENINGS	6,431	111	Each	Edmonton	11/26/2021	9/2/2022
NWV-NILEX4516-001	NILEX 4516 NON WOV 4.57M X 91M CIVIL	6,851	5	Roll	Edmonton	9/11/2021	8/9/2022
OLI-ENVIROFLEX-010	30MIL ENVIROFLEX STOCK LINER - FAB - 168' x 152'	24,575	3	Each	Edmonton	12/9/2021	N/A
HDP-40MILSMOOTH-002	40 MIL HDPS SMOOTH 3.38M X 237.7M	8,480	1,347	M2	Edmonton	10/26/2021	9/2/2022
HDP-460CWSMNC1-SOL	60MIL HDPE SMOOTH - WHITE CONDUCTIVE - 7.5M X 170.7M	11,676	2	Roll	Edmonton	5/15/2015	5/5/2022
GLA-1010	ROAD GRID 1010 1.52M X 100M (8501)	10,264	18	Roll	Edmonton	8/17/2021	9/23/2022
OLI-VIPORBL10	BARRIER, VIPER II VAPOR 10 MIL CLASS A, 14FT X 210FT, GREY	16,465	60	Roll	Edmonton	9/17/2019	3/15/2022
NWV-DEWATERING-004	NILEX DEWATERING BAG - FAB - 10' X 5'	20,145	260	Each	Edmonton	6/29/2022	9/9/2022
GLA-2010	ROAD GRID 2010 1.52M X 75M (8502)	5,258	9	Roll	Edmonton	8/17/2021	9/2/2022
NAG-EARTHANCH-002	EA400 STAINLESS COPPER STOP SLEEVE 300LBS PULLOUT	14,347	2,223	Each	Edmonton	5/31/2011	5/28/2014
HDP-80MILATARF-DBL	80MIL HDPE DOUBLE SIDED TEXTURED 6 M X 131.67 M	8,778	1.5	Roll	Saskatoon	N/A	3/16/2022
GLA-1010	ROAD GRID 1010 1.52M X 100M (8501)	9,600	18	Roll	Saskatoon	12/14/2021	7/27/2022
WAT-ERBLOC-760	WATERBLOC BARRIER 7' X 60'	20,466	3	Each	Saskatoon	10/17/2018	3/22/2019
ERO-GEOJUTE-001	GEOJUTE STABILIZER - 3.81M X 91.44M (12.5' X 300')	5,021	10	Roll	Saskatoon	8/24/2017	9/21/2017
SIE-WWFGALV-001	STRATA CAGES GALV. 4" X 4" OPENINGS	62,626	1,110	Each	Surrey	3/8/2022	9/20/2022
SIE-WWFBLOCK00-1	STRATA CAGES WELDED WIRE 4" X 4" OPENINGS,W4.0 WIRE	35,131	987	Each	Surrey	6/4/2021	8/17/2022
GLA-1011	ROAD GRID 1011 1.52M X 100M (8511)	39,013	72	Roll	Surrey	11/15/2021	N/A
MES-BODKIN	BAR, DODKIN, 1.5" X 53.5", NARROW	27,065	8,318	Each	Surrey	9/24/2020	9/23/2022
MES-CONNECTOR-STA	STANDARD MESA CONNECTORS (300PCS/BOX)	24,736	199	Box	Surrey	9/22/2020	9/25/2020
OLI-VAPORBL20	RAVEN VAPORBLOCK PLUS 20 MIL	17,043	33	Roll	Surrey	N/A	1/13/2022
SIE-STRUTGALV-001	STRATA GALV. STRUTS	16,396	11,331	Each	Surrey	3/8/2022	9/13/2022
SIE-STRUTBLACK-001	W4.0 WIRE, 1.5" HOOKS	7,682	7,748	Each	Surrey	6/4/2021	8/17/2022
SER-BMPSILTSAC	BMP SILTSACK 21" X 18" X 3' LOGO'D VM #SSC2118	8,312	179	Each	Surrey	3/28/2017	9/20/2022
UXG-SGU150-200	SGU 150 UNIAIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	12,703	24	Roll	Surrey	3/8/2022	9/19/2022
NWV-NILEX4551-001	NILEX 4551 NON WOVEN 4.6M X 91M	62,662	131	Roll	Vaughan	7/5/2021	8/29/2022
AQU-DD3650	DOUBLE DAM 36" X 50'	26,025	15	Each	Vaughan	4/14/2020	N/A
GCE-100MMPERF-001	100MM GEOCEL EGA30 - 2.56M X 8.35M PERFORATED	7,612	72	Roll	Vaughan	10/23/2020	5/19/2022
NWV-DEWATERING-006	NILEX DEWATERING BAG - FAB - 10' X 10'	9,300	94	Each	Vaughan	11/10/2021	7/18/2022
UXG-SG650-002	SG 650 STRATA GRID 1.83M X 91.5M	8,308	18	Roll	Vaughan	1/15/2021	8/31/2022
WOV-NILEX2044-001	NILEX 2044HF WOVEN 4.6M X 91M (4X4HF)	11,016	8	Roll	Vaughan	5/4/2022	6/9/2022
NAG-GREENSTAKE-001	BIODEGRADABLE PLASTIC GREEN STAKE 6 IN	16,416	243	Box	Vaughan	10/1/2021	9/23/2022
UXG-SG150-002	SG 150 STRATA GRID 3.65M X 46M	14,994	61	Roll	Vaughan	7/17/2020	9/13/2022
		<u>1,137,768</u>					

Nilex USA

Location/Item	Description	Current Value (\$USD)	Quantity	UoM	Location	Date of Last Goods Receipt	Date of Last Sale
ERM-MUDMAT	MUD MAT 8' X 15'	22,658	185	Each	Denver	8/19/2021	6/29/2022
GLA-RG10105X328	GLASS GRID RG1010 5' X 328' (182 SY)	24,059	10,190	SY	Denver	6/2/2021	11/17/2021
NWV-NW8015300	NON WOVEN 801 - 15' X 300' - 500 SY/ROLL	16,171	23,000	SY	Denver	10/8/2021	9/23/2022
WOV-HP57015300	Mirafi HP570 (15' x 300' 500 sq yds /roll)	1,140	500	SY	Salt Lake City	4/21/2022	7/19/2022
SIL-100G1000	100G Silt Fence Fabric - 36" x 1000'	34,930	321	Roll	Denver & SLC	8/10/2022	6/27/2022
WOV-200615300	Mirafi 600X 15' (15' x 300' 500 sq. yds. /roll)	15,000	20,000	SY	Salt Lake City	7/1/2022	8/15/2022
		<u>113,958</u>					

(1) Amounts in CAD dollars

Nilex Inc Canada – Inventory Breakdown by Location as of September 30, 2022

<u>Location</u>	<u>Name</u>	<u>Actual Cost</u>
BVL	Bonneyville	58,615.48
CB	Canal Block	35,136.66
CM	Calgary Main Inventory	2,118,189.55
EDM	Edmonton (6810-8 St NW)	5,016,295.37
EDMWIP	Edmonton - Fabrication WIP	121,899.28
FTM	Fort McMurray	39,935.64
INTRAN	In Transit From Locations	91,432.46
SM	Saskatoon	299,417.55
VS	Surrey	1,435,587.34
VT	Pacific True Blue Yard	286,228.98
XM	Ontario Main	1,714,145.53
XN	Ontario - Newtonbrook (Mesa Materials)	48,353.72
	Total	11,265,237.56

Nilex Inc Canada – Bonneyville Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
BXG-DGBX1100-001	DURAGRID BX1100 BX-GRID 3.93M X 75M (12.9' X 246')	28.00	ROLL	9,313.66
BXG-DGEG3030-041	EASYGRID BX3030-4(NW150) CG-GRID 3.93M X 50M	7.00	ROLL	4,445.45
BXG-TIES-BLA	8" BLACK PLASTIC CABLE TIES (ZIP) - BAGS OF 1,000	14.00	BAG	263.20
ECB-C32-001	NILEX C32 RECB, COCO, PHOTO NET- 2.44M X 34.3M (8' X 112.5')	52.00	ROLL	4,700.77
ECB-S32-001	NILEX S32 RECB DOUBLE SIDE STRAW - 2.44M X 34.3M (8' X 112.5	37.00	ROLL	1,370.35
ERO-WATTLE-925	STRAW WATTLE, UV, 9" X 25' (15/PLT)-SW9	11.00	ROLL	287.48
FEN-6TPOST-PAI	6' FENCE T-POSTS - LIGHT PAINTED & STUDDED NO SPADE	370.00	EACH	1,690.46
NAG-STAPLES6-LOO	WIRE STAPLES 6" X 1" LOOSE 11 GA (1,000 / BOX)	13.00	BOX	567.46
NWV-DEWATERING-005	NILEX DEWATERING BAG - 5' X 5' (4510C) - FAB	15.00	EACH	684.04
NWV-NILEX4551-001	NILEX 4551 NONWOVEN 4.57M X 91.44M (15' X 300')	7.00	ROLL	3,298.48
SIL-2130WS	NILEX SILT FENCE W/STAKES (6' SPACING) 3' X 100' - FAB	68.00	ROLL	3,201.51
SIL-STAKES-202	1.25 X 1.25 X 24" WOOD (WATTLE) STAKE (2FEET)	63.00	EACH	61.38
WOV-NILEX2002-003	NILEX 2002 WOVEN 5.33M X 94.18M (17.5' X 309')	21.00	ROLL	8,529.93
WOV-NILEX2006-005	NILEX 2006 WOVEN 5.33M X 78.64M (17.5' X 258')	24.00	ROLL	10,390.81
WOV-NILEX2006-TRP	NILEX 2006 WOVEN 15.99 M X 78.64 M - TRIPLE - FAB	5.00	ROLL	6,850.64
WOV-WINFABHP-370	NILEX 370HP WOVEN 4.57M X 91.44M (15' X 300') (TenCate/WINFA	3.00	ROLL	2,959.86
	Total	738.00		58,615.48

Nilex Inc Canada – Canal Block Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
ERO-ARMORFLEX-40	ARMORFLEX CLASS 40 HALF BLOCKS	50.0000	EACH	100.00
ERO-ARMORFLEX-40L	ARMORFLEX CLASS 40 OPEN BLOCKS	1,399.0000	EACH	6,855.10
ERO-ARMORFLEX-45B	ARMORFLEX CLASS 45 CLOSED BLOCKS	1,910.0000	EACH	10,027.50
ERO-ARMORFLEX-55	ARMORFLEX CLASS 55 BLOCKS	1,580.0000	EACH	9,480.00
ERO-ARMORFLEX-55H	ARMORFLEX CLASS 55 HALF BLOCKS	699.0000	EA	3,243.36
ERO-ARMORFLEX-55M	ARMORFLEX CLASS 55 - FINISHED MAT 2.377M X 6.096M (7.8' X 20	4.0000	M2	2,200.00
ERO-ARMORMAT-45L	ARMORFLEX CLASS 45 - FINISHED MAT - MISC SIZES - M2 SELLING	8.0000	MAT	3,230.70
	Total	5,650.0000		35,136.66

Nilex Inc Canada – Calgary Main Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
AQP-AQUAPATCH-CON	AQUA PATCH (50 LB / BAG) - CONCESSION	0.0000	BAG	0.12
AQU-DD36100	DOUBLE DAM 36" X 100'	5.0000	EACH	15,637.50
AQU-DDREPAIR-KIT	DOUBLE OR TRIPLE DAM REPAIR KIT	1.0000	EACH	84.36
AQU-HH66	HH66 CEMENT ((QUART))	4.0000	EACH	119.45
AQU-HH66GAL	GLUE, HH66 CEMENT, 1 GALLON	1.0000	EACH	59.36
BXG-BX112060-002	BX112060 BX GRID 4M X 50M (Old Code, Now BX112075SD)	1.0000	ROLL	391.76
BXG-BX112075SD	BX112075SD BIAXIAL GEOGRID 3.93 M X 75 M (12.9' X 246')	2.0000	ROLL	1,384.45
BXG-BX130060-001	BX1300 BX-GRID 4M X 50M (Old Code - Sell as BX1100)	38	ROLL	8603.68
BXG-DGBX1100-001	DURAGRID BX1100 BX-GRID 3.93M X 75M (12.9' X 246')	155	ROLL	52370.88
BXG-DGBX1200-001	DURAGRID BX1200 BX-GRID 3.93M X 50M (12.9' X 164')	79	ROLL	23903.83
BXG-DGBX2020-001	DURAGRID BX2020 BX-GRID 3.93M X 75M (12.9' X 246')	4	ROLL	1398.62
BXG-DGBX3030-001	DURAGRID BX3030 BX-GRID 3.93M X 50M (12.9' X 164')	8	ROLL	3684.32
BXG-DGEG3030-061	EASYGRID BX3030-6(NW200) CG-GRID 3.93M X 50M	185	ROLL	152930.63
BXG-TIES12-BLA	12" BLACK PLASTIC CABLE TIES (ZIP) - BAGS OF 1,000	4	BAG	120
BXG-TIES-BLA	8" BLACK PLASTIC CABLE TIES (ZIP) - BAGS OF 1,000	43	BAG	1409.97
BXG-TYPE1-002	BX1100 - TYPE 1 GRID 2M X 75M (Old Code)	9	EACH	1521.67
DRA-280IHD	CULTEC 280IHD INTERMEDIATE UNIT	1	EACH	291.34
DRA-330XLIHD	CULTEC 330XLIHD INTERMEDIATE UNIT	15	EACH	6347.59
DRA-360HDC	CULTEC 360HD RECHARGER CHAMBER	27	EACH	7697.86
DRA-360HDE	CULTEC 360HD RECHARGER END CAP	12	EACH	2306.08
DRA-900HDE	CULTEC 900HDE END UNIT	6	EACH	2598
DRA-900HDI	CULTEC 900HDI INTERMEDIATE UNIT	28	EACH	12124
DRA-902HDC	CULTEC 902HD RECHARGE, HEAVY DUTY CHAMBER	1089	EACH	479640.57
DRA-902HDE	CULTEC 902HD RECHARGE, HEAVY DUTY END CAP	64	EACH	38461.51
DRA-DN501-001	DN50-1 DRAINAGE NET - 1.22M X 22.85M	13	ROLL	3835.46
DRA-DN502-001	DN50-2 DRAINAGE NET - 1.22 M X 22.85 M	9	ROLL	2634.33
DRA-F110X4	CULTEC HVLV F-110x4 FEED CONNECTOR	23	EACH	1571.47
DRA-F24X2	CULTEC HVLV SFCx2 FEED CONNECTOR	10	EACH	90.87
DRA-F24X4	CULTEC FC-24 FEED CONNECTOR	55	EACH	2425.73
DRA-FC48	CULTEC HVL FC-48 FEED CONNECTOR	67	EACH	6367.71
DRA-HVLV8S	CULTEC V8SHD STARTER UNIT	1	EACH	258.8
DRA-INPORT	CULTEC INSPECTION PORT 12" X 6"	2	EACH	1123.59
DRA-PD20-001	PD20 (4') SHEET DRAIN - 1.22M X 15.23M	3	ROLL	518.86
DRA-SMARTDITCH-020	SMARTDITCH 12" FLARED END SECTION - INLET/OUTLET	2	EACH	936.85
DRA-SWD6-002	SWD6 STRIP DRAIN 150MM X 50M	8	ROLL	1643.99
DRA-WD15-001	WD15 (4') SHEET DRAIN - 1.2 M X 15.23 M	241	ROLL	28629.79
ECB-C32-001	NILEX C32 RECB, COCO, PHOTO NET- 2.44M X 34.3M (8' X 112.5')	162	ROLL	14149.16
ECB-C32-BD1	NILEX C32BD BN RECB, COCO,BIONET-2.44M X 34.3M (8' X 112.5')	219	ROLL	26028.53
ECB-S32-001	NILEX S32 RECB DOUBLE SIDE STRAW - 2.44M X 34.3M (8' X 112.	171	ROLL	7449.8
ECB-SC32-001	NILEX SC32 RECB STRAW/COCO, PHOTO-2.44M X 34.3M(8' X 112	59	ROLL	3845.18
ECB-SC32-BD1	NILEX SC32BD RECB STRAW/COCO, BIO - 2.44M X 34.3M(8' X 112	88	ROLL	8582.41
ECB-STAPLESETT-ER	STAPLE SETTER, USE 1" STAPLES , 11 GAUGE, 42" TALL	10	EACH	793.91
ERO-ANCHORS6C1	ANCHORS PLATIPUS S6C CAST IRON - 5' LONG	71	EACH	3588.79
ERO-ANCHORSB1	ANCHORS 36" - B1 TYPE (40/CARTON)	20	EACH	216.23
ERO-ANCHORSDB-002	DUCKBILL EARTH ANCHOR, DB88 - 1/4" X 42" CABLE	33	EACH	17.27
ERO-ARMORFLEX-70T	ARMORFLEX CLASS 70-T BLOCKS (TAPERED)	49.07	EACH	6433.08
ERO-ARMORMAT-70T	ARMORFLEX CLASS 70-T - FINISHED MAT - MISC SIZES - M2 SEL	0	M2	1018.48
ERO-CARABINEER	TERRAFIRMA, 1/2" CARABINEER CLIPS (ADDITIONAL UNIT)	308	EACH	477.38
ERO-COIR400-012	COIR 400 EROSION CONTROL MATT 2M X 50M	62	ROLL	6833.44
ERO-COIR700-002	COIR 700 EROSION CONTROL MATT 4 M X 50 M	121	ROLL	57032.48
ERO-COIR700-003	COIR 700 EROSION CONTROL MATT 2M X 50M	3	ROLL	461.32
ERO-DURAWATTLE	DURAWATTLE, 3.65LM (12') - 150 PC/PLT	13	EACH	322.97
ERO-ENVBAGS-001	ENVIROLOK SAND/SOIL BAG WITH TIE	15	BAG	61.49
ERO-ENVSPIKES-001	ENVIROLOK LOCKING SPIKES 200/BX	5	EACH	1.58
ERO-HDRS2ED1M	HDR S2 DRIVE ROD 1M LONG	0	EACH	-47.55
ERO-S2ARGS1MS	S2 ARGS ANCHOR SYSTEM (1M) W/ SS LOAD PLATE	0	EACH	132.68
ERO-SDSMAXGR-D	GROUND ROD DRIVER SDSMAX SHANK	0	EACH	-8.97
ERO-TERRAFIRMA	TERRAFIRMA MUD MATS, 2.44M X 4.57M (8' X 15')	20	EACH	3635.6
ERO-TWIST12-PIN	12" GRIPPLE TWIST PIN ANCHOR	4177	EACH	3642.17
ERO-WATTLE-122	STRAW WATTLE, UV, 12" X 20' (10/PLT)-SW12	10	ROLL	331.23
ERO-WATTLE-925	STRAW WATTLE, UV, 9" X 25' (15/PLT)-SW9	278	ROLL	7100.21
ERO-WATTLEB-122	STRAW WATTLE, BIO WRAP, 12" X 20' (10/PLT)	140	EACH	4185.44
ERO-WATTLEP-925	STRAW WATTLE UV 9" X 25' 12/PALLET	122	EACH	2939.62
FEN-6TPOST-PAI	6' FENCE T-POSTS - LIGHT PAINTED & STUDDED NO SPADE	7855	EACH	55200.03
FEN-BX207014	GENERAL PURPOSE GREEN FENCE - 1.2M X 15M (4' X 50')	5	ROLL	105
FEN-DF410030	FENCE, SNOW GUARD, ORANGE 4' X 100'	159	ROLL	6841.6
FEN-MESH-003	GREEN SCAFFOLD DEBRIS NETTING 1.9812M X 45.72M (6.5')	8	ROLL	891.83
FEN-MESH-005	BLUE SCAFFOLD DEBRIS NETTING 3.048M X 45.72M	2	ROLL	236.22
FEN-MSF410016	FENCE, SNOW GUARD, BLACK 4' X 100'	52	EACH	1773.08
FEN-SFJDR4100	DF410024 ORANGE DIAMOND SAFETY FENCE - 4' X 100'	135	ROLL	7670
GCE-100MMPERF-001	100MM GEOCEL EGA30 - 2.56M X 8.35M PERFORATED	7	ROLL	817.93

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		Quantity	Unit of Measure	Value
GCE-150MMPERF-CON	150MM GEOCEL EGA306PT - 2.56M X 8.35M PERF 1mm-1.25mm	1	EACH	155.09
GCE-ECLIC	GEOCEL - ENVIROCLIP - INSTALLATION CHUCK	10	EACH	214.99
GCE-ECLIP	GEOCEL - ENVIROCLIP - TWIST ANCHOR (TL-TA1) (100/BOX)	115	EACH	227.26
GCE-JHOOK	"J" HOOK 18" w/4" HOOK / TYPE T5	414	EACH	438.3
GCE-TEND75	GEOCEL 75 KN TENDON - 152 LM ROLL	5	EACH	886.81
GCL-108640	REDMOND PONDSEAL 20, 50 LB PAPER BAG (BENTONITE)	0	EACH	1343.28
GCL-BENTONITE	BENTONITE, GRANULAR, CG-50, 50LB / BAG (GENERAL PURPOS	39	BAG	830.05
GCL-BENTONITE-001	BENTONITE, COARSE GRANULAR, 3/8" PLUG, CC-8, 50LB / BAG	2	EACH	26.58
GEO-GEORIDGE-BLA	GEORIDGE EROSION BARRIER BLACK FORMED V3	1423	EACH	7853.89
GEO-SPIKES	10" BRIGHT SPIRAL SPIKE FOR GEORIDGE - BULK BOX (220-250)	8	BOX	440.76
GLA-2010	ROAD GRID 2010 1.52M X 75M (8502)	60	ROLL	32885.55
HDP-40MILSMOOT-ATR	40 MIL HDPE SMOOTH 6.0 M X 304.50 M	2	ROLL	11139.13
HDP-60MILSMOOT-ATR	60MIL HDPE SMOOTH - 6 M X 202.09 M	1137.54	M2	6891.96
HDP-60MILSST-ATR	60MIL HDPE BLACK -SST - 6M X 203.91M	11	ROLL	87142.32
HDP-XR3	8130 XR-3 PW DC7 Black 100"	33	M2	442.48
HYD-BIOTIC-EAR	BIOTIC EARTH 50LB BAG	84	BAG	3147.36
LAN-1200MMUB	1200MM (WB 48/30) WATER BARRIER 48" X 300'	10	PANEL	172.21
LAN-300MMLB	300MM (UB12) UNIVERSAL BARRIER 12" X 24"	10	PANEL	54.5
LAN-450MMUB	450MM (UB18) UNIVERSAL BARRIER 18" X 24"	7	PANEL	58.54
LAN-450MMWB	450MM (WB 18/30) WATER BARRIER 18" X 300'	1	ROLL	293.81
LAN-600MMUB	600MM (UB24) UNIVERSAL BARRIER 24" X 24"	18	PANEL	212.51
LAN-600MMWB	600MM (WB 24/30) WATER BARRIER 24" X 300'	3	EACH	1307.1
LAN-900MMUB	900MM (UB36) UNIVERSAL BARRIER 36" X 24"	105	PANEL	1525.47
LAN-950ES-001	950ES (BLACK) LANDSCAPE, RESTRICTOR 1.83M X 76.2M (6')	92	ROLL	16311.77
LAN-950ES-002	950ES (BLACK) LANDSCAPE, RESTRICTOR 3.66M X 76.2M (12')	2	ROLL	517.91
LAN-ARBORTIE-001	ARBORTIE GREEN 900LB TENSILE 76.2 LM	11	ROLL	403.79
LAN-PS350-001	PS350 GREY LANDSCAPE FABRIC - 0.91M X 91M (3')	35	ROLL	1817.79
LAN-PS350-002	PS350 GREY LANDSCAPE FABRIC - 1.22M X 91M (4')	113	ROLL	8091.31
LAN-PS350-003	PS350 GREY LANDSCAPE FABRIC - 1.83M X 91M (6')	6	ROLL	661.54
LAN-PS350-004	PS350 GREY LANDSCAPE FABRIC - 2.74M X 91M (9')	51	ROLL	8047.13
LAN-PS350-005	PS350 GREY LANDSCAPE FABRIC - 3.65M X 91M (12')	83	ROLL	18302.86
MES-BODKIN	BAR, BODKIN, 1.5" X 54", NARROW	72	EACH	366.13
MES-CAP-001	CAP MESA GREY 40 MPa	40	EACH	211.02
MES-PADS-001	NEOPRENE RUBBER PAD 3/4" X 7.875" X 2.55" 70	680	EACH	1485.14
MES-UX1100-MSE	UX1100 MSE 1.33M X 76.2M	4	ROLL	1179.97
MES-UX1400-MSE	UX1400 MSE 1.33M X 76.2M	17	ROLL	4442.03
MES-UX1500-MSE	UX1500 MSE 1.33M X 61M	8	ROLL	2547.39
MES-UX1600-CON	CONCESSION, UX1600 MSE 1.33M X 61M	56	ROLL	19446.34
MES-UX1600-MSE	UX1600 MSE 1.33M X 61M	1	ROLL	384.27
MIS-SANDBAGS-003	SANDBAGS, UV, 14" X 26", NILEX LOGO, DUFFLE TOP, DISCHARC	2120	EACH	852.13
MIS-SANDBAGS-009	SANDBAG, HARDWALL CUBIC METER 39" X 39" X 39" (1500 KG C	45	EACH	2349.8
MIS-SANDBAGS-1CM	NILEX 1 CU. METER SANDBAGS - 3' X 3' X 4' (2000 KG CAPACITY)	59	EACH	1457.18
MUL-06017	6" MULTIFLOW HORIZONTAL TEE 06017	7	EACH	86.46
MUL-06053	6" MULTIFLOW INLINE SIDE OUTLET TO 3' RIGID	6	EACH	111.54
MUL-06OHV	6" MULTIFLOW HORIZONTAL VENT ASSEMBLY 06OHV	86	EACH	2860.4
MUL-150MMCP	150MM MULTIFLOW COUPLERS 06002	17	EACH	198.77
MUL-150MMCRO-SS4	150MM MULTIFLOW CROSS - 4 WAY 06008	6	EACH	86.07
MUL-150MMCROSS-HOI	150MM MULTIFLOW HOR CROSS - 4 WAY 06018	14	EACH	173.25
MUL-150MMEO	150MM MULTIFLOW END OUTLET 06004	10	EACH	140.71
MUL-150MMIP	150MM MULTIFLOW INSPECTION PORT 06009	6	EACH	175.02
MUL-150MMM90	150MM MULTIFLOW 6" 90 ELBOW 0600N	1	EACH	28.44
MUL-150MMSO	150MM MULTIFLOW SIDE OUTLET 06003	12	EACH	111.59
MUL-150MMWYE	150MM MULTIFLOW WYE 06005	4	EACH	73.5
MUL-150MMWYE-DBL	150MM MULTIFLOW WYE - DOUBLE 06006	12	EACH	284.48
MUL-300MMCP	300MM MULTIFLOW 12" COUPLERS 12002	1	EACH	11.81
MUL-300MMCROSS	300MM MULTIFLOW CROSS - 4 WAY 12008	26	EACH	219.79
MUL-300MMELBOW-90E	MULTIFLOW 90 DEG ELBOW 3-4" ABS06	18	EACH	35.69
MUL-300MMIP	300MM MULTIFLOW 12" TO 12" COUPLER 12009 (INSPECTION PC	18	EACH	263.99
MUL-300MMMUL-38M	300MM MULTIFLOW - 38.1LM- 125 FT - 12300	1	ROLL	356.44
MUL-300MMSO	300MM MULTIFLOW SIDE OUTLET 12003	2	EACH	102.1
MUL-300MMWYE	300MM MULTIFLOW MULTI-PURPOSE 12" WYES 12005	4	EACH	50.91
MUL-300MMWYE-DBL	300MM MULTIFLOW WYE - DOUBLE 12006	6	EACH	94.39
MUL-450MMCROSS	450MM MULTIFLOW CROSS - 4 WAY 18008	11	EACH	65.76
MUL-450MMMUL-38M	450MM (18") MULTIFLOW - 38.1LM - 125 FT - 18300	1	ROLL	514.66
MUL-450MMTEE	450MM MULTIFLOW TEES 18007	2	EACH	8.47
MUL-450MMWYE	450MM MULTIFLOW WYES 18005	10	EACH	40.43
MUL-450MMWYE-DBL	450MM MULTIFLOW WYE - DOUBLE 18006	9	EACH	43.57
MUL-RIGITAP8	MULTIFLO RIGITAP 8" 08RTP	14	EACH	60.12
NAG-12INPINW-316	12" PIN / WASHER .187" GAUGE 100/BX	800	EACH	197.52
NAG-150MMECOST-BO	150MM (6") ECO STAKES 1000/BX	21	BOX	3273.03
NAG-6INPINW3-16	6" PIN / WASHER .187" GAUGE 200/BX	3000	EACH	738.52
NAG-8INPINW3-16	8" PIN / WASHER .187" GAUGE 200/BX	1200	EACH	237.25

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		Quantity	Unit of Measure	Value
NAG-C350-001	C350 TRM, COCO W/POLY NET, 2M X 16.9M (6.5' X 55.5')	109	ROLL	14917.2
NAG-C350-CON	C350 EROSION CONTROL MAT 2M X 17M CONCESSION	0	ROLL	-40.77
NAG-P300-001	P300 PECB (TRM), POLY NET, 2M X 32.9M (6.5' X 108')	2	ROLL	496.79
NAG-P550-001	P550 TRM, HD POLY NET, 2M X 16.9M (6.5' X 55.5')	2	ROLL	662.44
NAG-SC250-001	SC250 TRM, COCO/STRAW, 2M X 16.9M (6.5' X 55.5')	128	ROLL	17063.89
NAG-SHOREMAX-001	SHOREMAX PROTECTION MAT - GREEN - 3' X 5'	10	PANEL	1157.21
NAG-STAPLES6-LOO	WIRE STAPLES 6" X 1" LOOSE 11 GA (1,000 / BOX)	84.5	BOX	5052.89
NAG-STAPLES8-LOO	STAPLES 8" 11 GAUGE LOOSE 1000/BX	6	BOX	267.35
NWV-100MMSOCK-55M	100MM (4") NONWOVEN SOCK - 55LM (180') (4545) - FAB	24	ROLL	1250.57
NWV-150MMSOCK-55M	150MM (6") NONWOVEN SOCK - 55LM (180') (4545) - FAB	62	ROLL	3737.84
NWV-200MMSOCK-55M	200MM (8") NONWOVEN SOCK - 55LM (180') (4545) - FAB	8	ROLL	385.88
NWV-4591-003	PROPEX 4591 PETROTAC - 0.91M X 13.72M (3')	10	ROLL	1502.55
NWV-DEWATERING-001	NILEX DEWATERING BAGS 6' - SBG2506 (4553)	35	EACH	676.34
NWV-DEWATERING-002	NILEX DEWATERING BAGS 9' - SBG2509 (4553)	105	EACH	1971.25
NWV-DEWATERING-003	NILEX DEWATERING BAG - 5' X 6' (4553) - FAB	90	EACH	2988.89
NWV-DEWATERING-004	NILEX DEWATERING BAG - 10' X 5' (4510C) - FAB	26	EACH	1472.06
NWV-DEWATERING-005	NILEX DEWATERING BAG - 5' X 5' (4510C) - FAB	125	EACH	5333.47
NWV-DEWATERING-006	NILEX DEWATERING BAG - 10' X 10' (4510C) - FAB	1	EACH	85.49
NWV-NILEX4504W-001	NILEX 4504 WHITE NONWOVEN 3.81M X 150M (12.5' X 492')	68	ROLL	29251.69
NWV-NILEX4510-001	NILEX 4510C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	29	ROLL	25087.59
NWV-NILEX4512-001	NILEX 4512C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	29.5	ROLL	30193.99
NWV-NILEX4512-002	NILEX 4512E NONWOVEN (ENVIRO) 4.57M X 91.44M (15' X 300')	3	ROLL	3261.16
NWV-NILEX4516-001	NILEX 4516C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	22	ROLL	27098.7
NWV-NILEX4516-003	NILEX 4516E NONWOVEN (ENVIRO) 4.57M X 91.44M (15' X 300')	7	ROLL	7122.04
NWV-NILEX4545-001	NILEX 4545 NONWOVEN 4.57M X 109.73M (15' X 360')	102.67	ROLL	43035.24
NWV-NILEX4545-002	NILEX 4545 NONWOVEN 2.29M X 109.73M (7.5' X 360')	46	ROLL	10441.01
NWV-NILEX4551-001	NILEX 4551 NONWOVEN 4.57M X 91.44M (15' X 300')	43	ROLL	23823.31
NWV-NILEX4551-002	NILEX 4551 NONWOVEN 2.29M X 91.44M (7.5' X 300')	35	ROLL	10077.05
NWV-NILEX4551-005	NILEX 4551 NONWOVEN 1.524M X 91.44M (5' X 300')	2	ROLL	402.02
NWV-NILEX4553-001	NILEX 4553 NONWOVEN 4.57M X 91.44M (15' X 300')	155.5	ROLL	96436.77
OLI-10MILPOLY-BLA	10MIL BLACK POLY 20' X 100' - (24/PALLET)	1	ROLL	201.1
OLI-6MILPOLY-002	6MIL BLACK POLY 8' X 100'	8	ROLL	347.73
OLI-6MILPOLY-BLA	6MIL BLACK POLY 40' X 100' (20/pallet)	4	ROLL	931.46
OLI-ENVIROBOOT-005	NILEX ENVIROFLEX PIPE BOOT - FAB - 2" - 4" DIA.	133	EACH	3188.76
OLI-ENVIROFLEX-001	30MIL ENVIROFLEX STOCK LINER - FAB - 30' LONG X 32' 9" WIDE	4	EACH	1376.1
OLI-ENVIROFLEX-002	30MIL ENVIROFLEX STOCK LINER - FAB - 40' LONG X 43' 6" WIDE	14	EACH	7957.71
OLI-ENVIROFLEX-003	30MIL ENVIROFLEX STOCK LINER - FAB - 50' LONG X 54' 4" WIDE	7	EACH	6469.38
OLI-ENVIROFLEX-009	30MIL ENVIROFLEX STOCK LINER - FAB -100' LONG X 102' 9" WID	2	EACH	7259.51
OLI-ENVIROFLEX-30M	ENVIROFLEX 30MIL LLDPE 3.38M X 304.8M BLACK SMOOTH	1150	M2	4535.44
OLI-R100CC	DURASKRIM R100CC TRANSLUCENT 14.64 M X 30.48 M (48' X 101')	1	EACH	809.29
OLI-RHINOSKIN-24M	RHINOSKIN 24ML - 144" X 2,250 LF	506	M2	1363.52
OLI-TAPE-003	VIPER TAPE WHITE 4"X180FT - (12/CASE)	261	ROLL	6756.72
OLI-TAPECOAT	TAPECOAT G25 BLACK TAPE 1 SIDED 4" X 100'	25	ROLL	1875.68
OLI-VIPORBL10	BARRIER, VIPER II VAPOR 10 MIL CLASS A, 14FT X 210FT, GREY	128	ROLL	34887.2
OLI-VIPORMAS5-GAL	VIPER VAPOCHECK MASTIC 5 GALLON PAIL	1	EACH	118.97
PVC-TAPESEAL	TAPE MOLDABLE SEALANT DBL SIDED 2" X 50' (12/case)	92	ROLL	3180.21
SER-BMPCURB	BMP CURB INLET FILTER (CIF6048) (4') CB SOCK	37	EACH	1054.86
SER-BMPDONUT	BMP DONUT LOW FLOW (4CBD2416LF) 24" X 16" (GREY)	171	EACH	8271.34
SER-BMPDONUT-002	BMP DONUT HIGH FLOW (4CBD2416HF) 24" X 16" (YELLOW)	11	EACH	465.32
SER-BMPSILTSAC-005	BMP OVERFLOW SILTSACK 24" X 24", CB SACK (DDS2424OF)	6	EACH	240
SER-BMPTR22S	BMP 24" ROUND CATCH BASIN DONUT (4CBD24DIAHF)	9	EACH	468
SER-BURLAP-6FT	BURLAP 10 OZ - 1.83M X 91.44M	2	ROLL	439.67
SER-CATCHBASIN	BMP CATCH BASIN LOG (CBW8009) (7') CB SOCK	26	EA	1075.63
SIE-OPS70070	SIERRASCAPE WIRE FORMS GALVANIZED 9'-3.6" X 18" X 18"	3	EACH	362.68
SIE-STRUTGALV-001	STRATA GALV. STRUTS	1357	EA	2645.2
SIE-STRUTS-90D	WELDED WIRE BLACK SIERRASLOPE STRUTS - 90 DEG	64	EACH	55.19
SIE-WELDEDWIRE-90D	WELDED WIRE BLACK SIERRASLOPE FORMS 90 DEG	124	EACH	4182.81
SIE-WWFGALV-001	STRATA CAGES GALV. 4" X 4" OPENINGS	187	EA	11287.81
SIL-2130-304	NILEX SILT FENCE (NO STAKES) - 3' X 1,000' (304.8 LM) - FAB	19	ROLL	2544.65
SIL-2130WS	NILEX SILT FENCE W/STAKES (6' SPACING) 3' X 100' - FAB	257	ROLL	12709.85
SIL-STAKES-001	1" X 2" X 18" WOOD (WATTLE) STAKE (1.5 FEET)	11422	EACH	7787.61
SIL-STAKES-002	1.5" X 1.5" X 48" (WOOD) SILT STAKE (4 FEET)	3886	EACH	5292.69
SIL-STAKES-202	1.25 X 1.25 X 24" WOOD (WATTLE) STAKE (2FEET)	2808	EACH	2646.2
TUB-100MMS	100MM (4") TUBING DOWN SPOUT - BLACK	41	EACH	65.76
TUB-100MMEC	100MM (4") TUBING END CAP	118	EACH	240.37
TUB-100MMELB90	100MM (4") TUBING ELBOW - 90 DEGREE	34	EACH	168.64
TUB-100MMP-30M	100MM (4") TUBING PERFORATED PIPE - 30.48LM (100')	29	ROLL	1476.87
TUB-100MMPWS-30M	100MM (4") TUBING PERFORATED W/ SOCK - 30.48LM (100')	35	ROLL	2453.83
TUB-100MMS-30M	100MM (4") TUBING SOLID PIPE - 30.48LM (100')	20	ROLL	951.9
TUB-100MMTEE	100MM (4") TUBING TEE 4" X 4" X 4", INTERNAL SNAP	92	EACH	831.51
TUB-100MMWYE	100MM (4") TUBING WYES (Y)	60	EACH	366.6
TUB-150MMCPLI	150MM (6") TUBING COUPLER - INTERNAL	7	EACH	32.93

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TUB-150MMEC	150MM (6") TUBING END CAP	1	EACH	9.88
TUB-150MMP-30M	150MM (6") TUBING PERFORATED PIPE - 30.48LM (100')	24	ROLL	3438
TUB-150MMREDUE	150MM (6") TUBING REDUCER 6" TO 4"	26	EACH	330.22
TUB-150MMS-30M	150MM (6") TUBING SOLID PIPE - 30.48LM (100')	34	ROLL	4490.53
TUB-150MMWYE	150MM (6") TUBING WYES (Y)	20	EACH	264.79
TXG-TX130-001	TX130 TRIAX GEOGRID 4 M X 75 M	99	ROLL	43395.83
TXG-TX160-001	TX160 TRIAX GEOGRID 4M X 75M	1	ROLL	998.73
TXG-TX7-001	TX7 TRIAX GEOGRID 4M X 50M	5	ROLL	4650.32
UXG-MICROGRID	MICROGRID, STRATA - 2.43M X 68.5M (DISC/USE - UXG-STRATA)	27	ROLL	9816.13
UXG-SG150-001	SG 150 1.905M X 43.89M (DISC/USE - SGU 30 / SGB 30 TYPE)	32	ROLL	4243.1
UXG-SG200-004	SG 200 1.905M X 87.78M (DISC/USE - SGU 60 TYPE)	6	ROLL	1627.37
UXG-SG350-001	SG 350 1.905M X 87.78M (DISC/USE - SGU 80)	14	ROLL	4795.82
UXG-SG650-002	SG 650 1.905M X 87.78M (DISC/USE - SGU 150 TYPE)	1	ROLL	498.57
UXG-SG700-CON	SG 700 1.83M X 91.4M (DISC/USE - SGU 180 TYPE)	4	ROLL	1966.03
UXG-SGB30-200	SGB 30 BIAXIAL STRATAGRID 3.81 M X 43.89 M (200 SY)	35	ROLL	7877.84
UXG-SGU100-200	SGU 100 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	11	ROLL	4071.86
UXG-SGU150-200	SGU 150 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	22	ROLL	10121.87
UXG-SGU180-200	SGU 180 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	2	ROLL	1063.62
UXG-SGU60-200	SGU 60 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	6	ROLL	1811.23
UXG-SGU80-200	SGU 80 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	113	ROLL	38175.68
UXG-SLEEVE IT-SD1	SLEEVE IT SD1	75	EACH	5099.46
WEX-PP5-010	TRM, EXCEL PP5-10, 2.44M X 34.29M (8' X 112.5') 10 OZ	10	ROLL	5603.63
WEX-PP5XT-001	HP-TRM, PP5 EXTREME, 4.57M X 45.72M (15' X 150')	1	ROLL	3125.94
WIC-MD7407WC-300	NUDRAIN, WICK DRAIN, MD7407 W/ CORE - 305LM	1	ROLL	246.68
WIC-MD7407WC-350	NUDRAIN, WICK DRAIN, MD7407++ W/CORE - 350LM (Discountin	14	ROLL	3994.01
WOV-ABASCO-004	ABASCO BAFFLE (PART #4)	0	EACH	35.01
WOV-ANCHOR-KIT	ANCHOR KIT 14 LBS C/W ROPE & BOUY FOR TURBIDITY CURTA	2	EACH	552.22
WOV-BMPTYPE2I-002	BMP, 5' X 50' TURBIDITY CURTAIN, TYPE 2 INDUSTRIAL	1	EACH	785
WOV-NILEX2002-002	NILEX 2002 WOVEN 3.81M X 131.67M (12.5' X 432')	13	ROLL	4483.29
WOV-NILEX2002-003	NILEX 2002 WOVEN 5.33M X 94.18M (17.5' X 309')	37	ROLL	14961.76
WOV-NILEX2006-002	NILEX 2006 WOVEN 5.33M X 120M (17.5' X 393.7')	21	ROLL	12997.94
WOV-NILEX2006-003	NILEX 2006 WOVEN 3.81M X 110M (12.5' X 360')	24	ROLL	10473.14
WOV-NILEX2006-005	NILEX 2006 WOVEN 5.33M X 78.64M (17.5' X 258')	58	ROLL	24614.82
WOV-NILEX2044-001	NILEX 2044HF WOVEN 4.57M X 91.44M (15' X 300') (4x4HF / 570H	14	ROLL	18601.97
WOV-NILEX400-418	NILEX 400HTM WOVEN 4.57M X 91.44M (15' X 300') (RS380i EQ)	1	ROLL	1382.05
WOV-NILEXHP-H2R	MIRAFI H2Ri-SERIES 4.57M X 91.44M (15' X 300')	0	ROLL	-193.6
WOV-TOWBRI24	24" TWO BRIDLE - PAIR - FOR TURBIDITY CURTAIN	1	EACH	95.45
Total		54,200.78		2,118,189.55

Nilex Inc Canada – Edmonton Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
AQP-AQUAPATCH-CON	AQUA PATCH (50 LB / BAG) - CONCESSION	0.0000	BAG	-0.12
AQP-TAMPER	AQUA PATCH TAMPER HEAVY DUTY	3.0000	EACH	149.97
AQU-HH66GAL	GLUE, HH66 CEMENT, 1 GALLON	2.0000	EACH	198.33
BGM-102408	TERANAP 531 TP IN 4 M X 75 M	15.0000	ROLL	67,509.87
BGM-102605	TERANAP 431 TP IN 4 M X 90 M	64.8000	ROLL	275,758.72
BGM-103189	TERANAP 631 TP IN 4 M X 65 M	6.0000	ROLL	30,336.42
BXG-BX112075SD	BX112075SD BIAxIAL GEOGRID 3.93 M X 75 M (12.9' X 246')	161.0000	ROLL	125,359.59
BXG-DGBX1100-001	DURAGRID BX1100 BX-GRID 3.93M X 75M (12.9' X 246')	61	ROLL	20994.92
BXG-DGBX3030-001	DURAGRID BX3030 BX-GRID 3.93M X 50M (12.9' X 164')	113	ROLL	47695.29
BXG-DGEG3030-041	EASYGRID BX3030-4(NW150) CG-GRID 3.93M X 50M	971	ROLL	626988.94
BXG-DGEG3030-061	EASYGRID BX3030-6(NW200) CG-GRID 3.93M X 50M	4	ROLL	3284.35
BXG-IFIF3030	EASYGRID 3030-6-200GC 3.93M X 50M (BXG-DGEG3030-061)	2	ROLL	1814.67
BXG-TIES-BLA	8" BLACK PLASTIC CABLE TIES (ZIP) - BAGS OF 1,000	38	BAG	1157.1
BXG-TIES-PAR	8" PLASTIC CABLE TIES - FAB - PARTIAL	467	EACH	9.93
COL-BGMES2-001	COLETANCHE BGM ES2 - 80M X 5.1M	1	ROLL	5062.93
DRA-150EHD	CULTEC 150XLEHD END UNIT	4	EACH	1240.23
DRA-150HD	CULTEC 150XLIHD INTERMEDIATE UNIT	22	EACH	5593.16
DRA-150MMSO	150MM SWD SIDE OUTLET	0	EACH	-3.31
DRA-150SHD	CULTEC 150XLSHD STARTER UNIT	4	EACH	1079.85
DRA-902HDC	CULTEC 902HD RECHARGE, HEAVY DUTY CHAMBER	3	EACH	1277.85
DRA-DN50-002	DN50 DRAINAGE NET - 2.14M X 45.72M	1	ROLL	398.73
DRA-DN501-001	DN50-1 DRAINAGE NET - 1.22M X 22.85M	4	ROLL	1166.55
DRA-DN502-001	DN50-2 DRAINAGE NET - 1.22 M X 22.85 M	2	ROLL	550.02
DRA-DRAINAGE	DRAINGREAT DRAINAGE CONNECTOR 27/BX	0	EACH	6.66
DRA-ENVIROSPAN-002	ENVIRO-SPAN - 910723C - 45" EFFECTIVE - 23 DEG WEDGE SPAI	7	EACH	4636.7
DRA-F24X4	CULTEC FC-24 FEED CONNECTOR	4	EACH	217.7
DRA-FABRINET-002	FABRINET 300 -6 OZ DOUBLE SIDE 4.6x54.86 (15x180ft)	1	ROLL	3213.25
DRA-FC48	CULTEC HVL FC-48 FEED CONNECTOR	6	EACH	652.97
DRA-GSETD7-001	GSE TENDRAIN 7 NET ONLY - 3.96M X 61M (13' X 200')	1	ROLL	1673.07
DRA-HVLV8I	CULTEC V8IHD INTERMEDIATE UNIT	9	EACH	2662.47
DRA-MEGADITCH-007	MEGADITCH WASHERS	0	EACH	3.79
DRA-PD20-001	PD20 (4') SHEET DRAIN - 1.22M X 15.23M	31	ROLL	5289.5
DRA-PUNCH	DRAINGREAT PUNCH	0	EACH	0.01
DRA-SMARTDITCH-002	SMARTDITCH TRAPEZOID 24" STRAIGHT SECTION	0	EACH	-55.34
DRA-SMARTDITCH-003	SMARTDITCH TRAPEZOID 24" FLARED END SECTION UPSTREAM	9	EACH	2856.04
DRA-SMARTDITCH-007	SMARTDITCH TRAPEZOID 12" FLARED END - UPSTREAM INLET	1	EACH	918.14
DRA-SMARTDITCH-010	SMARTDITCH EDGE PROTECTION KIT	1	EACH	1060.31
DRA-SMARTDITCH-011	SMARTDITCH 24" ASSEMBLY KIT	1	EACH	62.18
DRA-SMARTDITCH-013	SMARTDITCH TRAP 24" FLARED END SECTION - DOWNSTREAM	0	EACH	-4.12
DRA-SMARTDITCH-014	SMARTDITCH TRAPEZOID 12" DIRECTIONAL TEE SECTION LEFT	2	EACH	1073.79
DRA-SWD6-002	SWD6 STRIP DRAIN 150MM X 50M	5	ROLL	903.91
DRA-WD15-001	WD15 (4') SHEET DRAIN - 1.2 M X 15.23 M	525	ROLL	66702.72
DRA-WD15-005	WD15 (8') CORE ONLY- 2.44M X 15.23M	6	ROLL	1377.54
DRT-GEOTUBE	MISC GEOTUBE	0	EACH	-586.92
ECB-C32-001	NILEX C32 RECB, COCO, PHOTO NET- 2.44M X 34.3M (8' X 112.5')	132	ROLL	12341.29
ECB-C32-BD1	NILEX C32BD BN RECB, COCO,BIONET-2.44M X 34.3M (8' X 112.5')	34	ROLL	4022.6
ECB-S32-001	NILEX S32 RECB DOUBLE SIDE STRAW - 2.44M X 34.3M (8' X 112.	43	ROLL	2547.83
ECB-SC32-001	NILEX SC32 RECB STRAW/COCO, PHOTO-2.44M X 34.3M(8' X 112	102	ROLL	6397.39
ECB-SC32-BD1	NILEX SC32BD RECB STRAW/COCO, BIO - 2.44M X 34.3M(8' X 112	1187	ROLL	110741.46
ERO-AJACKS24	A-JACKS CONCRETE ARMOR UNITS 24"	511	EACH	11164.4
ERO-ANCHORS6L	ANCHORS PLATIPUS S6 5' SS TENDON & EYE TOP LOOP	40	EACH	1377.18
ERO-ANCHORSB1	ANCHORS 36" - B1 TYPE (40/CARTON)	1216	EACH	11864.98
ERO-ANCHORSDB-002	DUCKBILL EARTH ANCHOR, DB88 - 1/4" X 42" CABLE	455	EACH	9.49
ERO-ANCHORS6	ANCHORS PLATIPUS S6 5' SS TENDON, WEDGE GRIP & LOAD P	174	EACH	6248.31
ERO-ARMORFLEX-001	ARMORFLEX CLASS-40 2.4M X 6.1M	14.49	M2	995.09
ERO-ARMORFLEX-050	ARMORFLEX CLASS 50 BLOCKS	689	EACH	4953.91
ERO-ARMORFLEX-40	ARMORFLEX CLASS 40 HALF BLOCKS	1636	EACH	6671.42
ERO-ARMORFLEX-40L	ARMORFLEX CLASS 40 OPEN BLOCKS	3421	EACH	24840.61
ERO-ARMORFLEX-40T	ARMORFLEX CLASS 40-T BLOCKS (TAPERED)	77	BLOCK	502.81
ERO-ARMORFLEX-45B	ARMORFLEX CLASS 45 CLOSED BLOCKS	1805	EACH	14923.45
ERO-ARMORFLEX-4TH	ARMORFLEX CLASS 40-T HALF BLOCKS (TAPERED)	247	BLOCK	899.08
ERO-ARMORFLEX-55H	ARMORFLEX CLASS 55 HALF BLOCKS	91	EA	323.05
ERO-DRIVEROD-001	DRIVE ROD FOR SMALL ANCHOR 3/4" x56"	1	EACH	353.96
ERO-DRIVEROD-002	DRIVE ROD HDR S6 FOR LARGE ANCHOR	3	EACH	677.11
ERO-LANDLOK-450	LANDLOK 450, TRM, 2.44M X 42.67M (8' X 140') (P300, C350)	5	ROLL	1239.59
ERO-PLATIPUS-005	MISC ACCESSORY ITEM CODE	0	EACH	-30
ERO-PYRAMAT-003	PYRAMAT 75, HPTRM, WOVEN - 2.59M X 36.58M (8.5' X 120')	10	ROLL	12696.24
ERO-PYRAMAT25-004	PYRAMAT 25, HPTRM, WOVEN - 2.59M X 36.58M (8.5' X 120') P55C	4	ROLL	3040
ERO-WASHER-PIN	18" TIE DOWN WASHER AND PIN (100 / BOX)	43	EACH	12.64
ERO-WATTLE-122	STRAW WATTLE, UV, 12" X 20' (10/PLT)-SW12	23	ROLL	756.35
ERO-WATTLE-925	STRAW WATTLE, UV, 9" X 25' (15/PLT)-SW9	678	ROLL	16944.02

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		Quantity	Unit of Measure	Value
FAB-TS100-001	Thumb Buckle Strap 1" X 3' Polyester Green w/thumb Buckle	735	EA	2809.5
FEN-6TPOST-PAI	6' FENCE T-POSTS - LIGHT PAINTED & STUDDED NO SPADE	233	EACH	1071.95
FEN-DF410030	FENCE, SNOW GUARD, ORANGE 4' X 100'	472	ROLL	19127.49
FEN-MESH-003	GREEN SCAFFOLD DEBRIS NETTING 1.9812M X 45.72M (6.5')	7	ROLL	882.12
FEN-MUSHCP-SMO	MUSHROOM CAP - SMALL, ORANGE - 100 PC / BOX	2	EACH	0.7
FEN-SFJDR4100	DF410024 ORANGE DIAMOND SAFETY FENCE - 4' X 100'	28	ROLL	1874.07
GAB-115	GALV. GABION BASKET - 1M X 1M X 0.5M	5	EACH	329.41
GAB-213	GALV. GABION BASKET - 2M X 1M X 0.3M	2	EACH	188.27
GAB-411	GALV. GABION BASKET - 4M X 1M X 1M	1	EACH	263.51
GAB-413-PVC	GABION BASKET - 4M X 1M X 0.3M PMC COATED	8	EACH	1330.88
GCE-100MMPERF	100MM GEOCEL EGA20 - 2.56 M X 6.52 M PERFORATED	40	ROLL	5004.63
GCE-100MMPERF-001	100MM GEOCEL EGA30 - 2.56M X 8.35M PERFORATED	71	ROLL	7779.52
GCE-150MMPERF-CON	150MM GEOCEL EGA306PT - 2.56M X 8.35M PERF 1mm-1.25mm	3	EACH	463.84
GCE-200MMPERF-001	200MM - 8" GEOCEL - 2.56 M X 8.35 M PERFORATED	8	ROLL	1679.67
GCE-75MMPERF-001	75MM GEOCEL EGA30 - 2.56M X 8.35M PERF/TEXT	9	ROLL	1151.51
GCE-ECLIP	GEOCEL - ENVIROCLIP - TWIST ANCHOR (TL-TA1) (100/BOX)	40	EACH	79.05
GCE-ELOCK	GEOCEL - 24" ENVIROLOCK (100 / BAG)	393	BAG	10023.84
GCE-JHOOK	"J" HOOK 18" w/4" HOOK / TYPE T5	732	EACH	628.44
GCE-TEND75	GEOCEL 75 KN TENDON - 152 LM ROLL	6	EACH	1064.18
GCL-601509	REDMOND PONDSEAL 20, 50 LB PLASTIC BAG (BENTONITE)	6	BAG	89.4
GCL-BENTOMACLT-46M	BENTOMAT CLT - 4.6 M X 45.7 M (15' X 150')	1	ROLL	3911.93
GCL-BENTOMATCL-46M	BENTOMAT CL - 4.6M X 45.7M (15' X 150')	0	ROLL	-243.36
GCL-BENTOMATDN-46M	BENTOMAT DN - 4.4M X 45.7M (14.5' X 150')	0	ROLL	-107.91
GCL-BENTOMATST-46M	BENTOMAT ST - 4.6 M X 45.7 M (15' X 150')	0	ROLL	-3.95
GCL-BENTONITE-001	BENTONITE, COARSE GRANULAR, 3/8" PLUG, CC-8, 50LB / BAG	36	EACH	663.52
GCL-BENTONITE-002	LOOSE BENTONITE CLAY (GSE)	42	BC	487.59
GCL-BENTONITE2T	BENTONITE BULK 2 TON SACK	0	EACH	-5.37
GEO-GEORIDGE-BIO	GEORIDGE EROSION BARRIER BIODEGRADABLE	12	EACH	54.72
GEO-GEORIDGE-BLA	GEORIDGE EROSION BARRIER BLACK FORMED V3	3484	EACH	18675.38
GEO-SPIKES-PAR	GALVANIZED SPIKES FOR GEORIDGE 10" (EACH)	31	EACH	10.6
GLA-1010	ROAD GRID 1010 1.52M X 100M (8501)	17	ROLL	9693.48
GLA-2010	ROAD GRID 2010 1.52M X 75M (8502)	9	ROLL	5257.66
HDP-40MILSMOOTH-002	40 MIL HDPE SMOOTH 3.38M X 237.7M	1282.1222	M2	8070.96
HDP-460CWSMNCI-SOL	60MIL HDPE SMOOTH - WHITE CONDUCTIVE - 7.5M X 170.7M	2	ROLL	11675.59
HDP-60MILDSMSP-AGR	60MIL HDPE DS MICROSPIKE - 7M X 152.4M (23' X 500') - AGRU	0	ROLL	552.74
HDP-60MILSMOHT-GSE	60MIL HDPE SMOOTH HIGH TEMP	208.000006	M2	1867.04
HDP-60MILSMOOTH-ATR	60MIL HDPE SMOOTH - 6 M X 202.09 M	4850.16	M2	26903.96
HDP-60MILSMOOTH-SKP	60MIL HDPE SMOOTH - 7.2M X 167.6M (23.5' X 550')	0.008	M2	0.05
HDP-60MILSST-AGR	60MIL HDPE BLACK MICROSPIKE SST - 7.01 X 170.68M	0	ROLL	492.34
HDP-60MILSST-ATR	60MIL HDPE BLACK -SST - 6M x 203.91M	10	ROLL	68125
HDP-80MILSMOOTH-GSE	80MIL SMOOTH HDPE	0.72	ROLL	4285.27
HDP-POLYLOCK16	HDPE ATARLOCK 16 FT	0	ROLL	-96.41
HDP-TRANSNET-006	TRANSNET - 220-2-6 - 14.5' X 250' ROLL	10	ROLL	27194.92
HDP-TRANSNET-MIS	TRANSNET - 220-2-8 - 14.5' X MISC LENGTH - M2 STOCK	0	M2	-4320.73
HDP-WELDINGROD	5 MM HDPE WELDING ROD 13LB SPOOL - SOLMAX	7	EACH	488.64
HDP-WELDINGROD-002	5 MM HDPE WELDING ROD 20LB SPOOL	18	EACH	2601.69
HDP-WELDINGROD-003	5 MM HDPE WELDING ROD 15LB SPOOL	82	EACH	5793.71
HDP-XR3	8130 XR-3 PW DC7 Black 100"	801.19	M2	10721.75
LAN-450MMUB	450MM (UB18) UNIVERSAL BARRIER 18" X 24"	8	PANEL	83.83
LAN-600MMUB	600MM (UB24) UNIVERSAL BARRIER 24" X 24"	182	PANEL	2176.02
LAN-900MMUB	900MM (UB36) UNIVERSAL BARRIER 36" X 24"	239	PANEL	3471.66
LAN-950ES-001	950ES (BLACK) LANDSCAPE, RESTRICTOR 1.83M X 76.2M (6')	179	ROLL	29610.02
LAN-950ES-002	950ES (BLACK) LANDSCAPE, RESTRICTOR 3.66M X 76.2M (12')	35	ROLL	10790.35
LAN-PS350-003	PS350 GREY LANDSCAPE FABRIC - 1.83M X 91M (6')	7	ROLL	853.12
LAN-PS350-005	PS350 GREY LANDSCAPE FABRIC - 3.65M X 91M (12')	20	ROLL	4532.85
LAN-TUFFTRACK-2X2	TUFFTRACK TT-24 (BLACK) 2' X 2'	8	EACH	663.66
MES-PADS-001	NEOPRENE RUBBER PAD 3/4" X 7.875" X 2.55" 70	37	EACH	88.16
MES-UX1400-MSE	UX1400 MSE 1.33M X 76.2M	53	ROLL	22053.71
MES-UX1600-MSE	UX1600 MSE 1.33M X 61M	8	ROLL	3235.24
MIS-CHAIN-001	3/8" CHAIN - GRADE 70 (SILT CURTAIN)	4081	LIN FT	10556.76
MIS-GROMMET-001	9/16" GROMMET 100/PACK	3659	EACH	2138.99
MIS-J TAPE	J TAPE 2" X 108' LONG	9	ROLL	103.45
MIS-SANDBAGS-1CM	NILEX 1 CU. METER SANDBAGS - 3' X 3' X 4' (2000 KG CAPACITY)	10	EACH	187.34
MIS-TITANDUT1	TITAN DUMPSTER TUBE (20 CY)	1	EACH	686.75
MUL-06017	6" MULTIFLOW HORIZONTAL TEE 06017	4	EACH	60.48
MUL-150MMCORRU-TAF	150MM MULTIFLOW HORIZONTAL CORRU-TAP 06023	15	EACH	301.14
MUL-150MMCPPL	150MM MULTIFLOW COUPLERS 06002	59	EACH	782.59
MUL-150MMCRO-SS4	150MM MULTIFLOW CROSS - 4 WAY 06008	50	EACH	715.98
MUL-150MMMEC	150MM MULTIFLOW END CAPS 06001	63	EACH	552.76
MUL-150MMEO	150MM MULTIFLOW END OUTLET 06004	14	EACH	213.15
MUL-150MMEO3	150MM MULTIFLOW END OUTLET TO 3" RIGID - 06044	4	EACH	83.14
MUL-150MMHORDB-LW	150MM MULTIFLOW HORIZ DBLE WYE 06016	26	EACH	491.23

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		Quantity	Unit of Measure	Value
MUL-150MMMF90	150MM MULTIFLOW 6" 90 ELBOW 0600N	6	EACH	71.55
MUL-150MMMF90CPL	150MM MF MULTI-PURPOSE OUTLET 0600M	3	EACH	29.05
MUL-150MMMFH90	150MM MULTIFLOW 6" 90 HORIZONTAL 0601N	6	EACH	73.95
MUL-150MMMUL-38M	150MM MULTIFLOW - 38.1LM - 125 FT 06300	90	ROLL	23832.76
MUL-150MMSO	150MM MULTIFLOW SIDE OUTLET 06003	29	EACH	401.03
MUL-150MMTEE	150MM MULTIFLOW TEES 06007	6	EACH	95.58
MUL-150MMWYE	150MM MULTIFLOW WYE 06005	17	EACH	99.68
MUL-150MMWYE-DBL	150MM MULTIFLOW WYE - DOUBLE 06006	39	EACH	534.55
MUL-300MMCORRU-TAF	300MM MULTIFLOW HORIZONTAL CORRUGATED TAP 12023	28	EACH	702.27
MUL-300MMCPPL	300MM MULTIFLOW 12" COUPLERS 12002	57	EACH	908.14
MUL-300MMCROSS	300MM MULTIFLOW CROSS - 4 WAY 12008	34	EACH	356.2
MUL-300MMELBOW-90E	MULTIFLOW 90 DEG ELBOW 3 -4" ABS06	57	EACH	330.23
MUL-300MMEO	300MM MULTIFLOW END OUTLET 12004	18	EACH	262.34
MUL-300MMEOC	12"MULTIFLOW END OUTLET 5" CORRUGATED INTERNAL COUP	4	EACH	82.18
MUL-300MMHOR90-CUF	300MM HORIZONTAL 90* COUPLER 1201N	3	EACH	43.65
MUL-300MMIP	300MM MULTIFLOW 12" TO 12" COUPLER 12009 (INSPECTION PC	55	EACH	971.64
MUL-300MMMF90	300MM MULTIFLOW MF 90 1200N	7	EACH	15.19
MUL-300MMMUL-38M	300MM MULTIFLOW - 38.1LM- 125 FT - 12300	128	ROLL	47006.98
MUL-300MMSO	300MM MULTIFLOW SIDE OUTLET 12003	20	EACH	351.95
MUL-300MMSOR	300MM MULTIFLOW SIDE OUTLET -3" RIGID 12043	18	EACH	304.08
MUL-300MMSO	300MM MULTIFLOW SINGLE SIDED 1200M	7	EACH	71.78
MUL-300MMTEE	300MM MULTIFLOW TEES 12007	6	EACH	156.3
MUL-300MMWYE	300MM MULTIFLOW MULTI-PURPOSE 12" WYES 12005	28	EACH	315.62
MUL-300MMWYE-DBL	300MM MULTIFLOW WYE - DOUBLE 12006	25	EACH	254.17
MUL-450MMCPPL	450 MM (18") MULTIFLOW 18" X 18" WITH 6" TEE 18001	1	ACH	23.93
MUL-450MMCROSS	450MM MULTIFLOW CROSS - 4 WAY 18008	26	EACH	324.23
MUL-450MMEC	450MM MULTIFLOW END CAPS 18001	7	EACH	65.61
MUL-450MMIP	450MM MULTIFLOW INSPECTION PORTS 18009	79	EACH	926.4
MUL-450MMMF90	450MM MULTIFLOW MF 90 1800N	2	EACH	48.96
MUL-450MMREDUC	450MM MULTIFLOW REDUCERS 1800D	60	EACH	701.62
MUL-450MMSO	450MM MULTIFLOW SINGLE SIDED 1800M	1	EACH	13.14
MUL-450MMTEE	450MM MULTIFLOW TEES 18007	7	EACH	141.65
MUL-450MMWYE	450MM MULTIFLOW WYES 18005	37	EACH	383.94
MUL-450MMWYE-DBL	450MM MULTIFLOW WYE - DOUBLE 18006	27	EACH	325
MUL-TAPE	MULTIFLOW TAPE	6	ROLL	61.88
NAG-12INPINW-316	12" PIN / WASHER .187" GAUGE 100/BX	16800	EACH	8840.07
NAG-C350-001	C350 TRM, COCO W/POLY NET, 2M X 16.9M (6.5' X 55.5')	184	ROLL	24603.34
NAG-EARTHANCH-002	EA400 STAINLESS COPPER STOP SLEEVE 300LBS PULLOUT	2223	EACH	14347.44
NAG-JMDHANDLE-001	JMD SCREW ON REPLACE HANDLE W/GASKET	6	EACH	44.14
NAG-JMDHANDLE-002	JMD PIN SUPPORT WASHER	8	EACH	45.12
NAG-P300-001	P300 PECB (TRM), POLY NET, 2M X 32.9M (6.5' X 108')	58	ROLL	15462.15
NAG-SC250-001	SC250 TRM, COCO/STRAW, 2M X 16.9M (6.5' X 55.5')	9	ROLL	1561.74
NAG-SHOREHOOK-002	"L" HOOK 500mm LONG, 50mm TOP, 10mm REBAR	114	EACH	723.9
NAG-SHOREHOOK-003	"U" HOOK 18" w/ 2-1/2" BEND & 18" BK / TYPE S11	59	EACH	95.34
NAG-SHOREMAX-001	SHOREMAX PROTECTION MAT - GREEN - 3' X 5'	91	PANEL	12988.62
NAG-STAPLE8X1-LOO	WIRE STAPLES 8" X 1" LOOSE 11 GA (500 / BOX)	2	BOX	87.92
NAG-STAPLES6-LOO	WIRE STAPLES 6" X 1" LOOSE 11 GA (1,000 / BOX)	92	BOX	4217.89
NAG-STAPLES8-LOO	STAPLES 8" 11 GAUGE LOOSE 1000/BX	806	BOX	60991.7
NCI-COLSHLD45E-PVD	TLD - COOLSHIELD-45E	1.9375E-05	M2	-668.82
NCI-COLSHLDWEL-ROE	TLD - COOLSHIELD WELDING ROLLS	0	EACH	-1.2
NWV-075MMSOCK-55M	75MM (3") NONWOVEN SOCK - 55LM (180') (4545) - FAB	1	ROLL	33.21
NWV-100MMSOCK-55M	100MM (4") NONWOVEN SOCK - 55LM (180') (4545) - FAB	41	ROLL	2154.6
NWV-100MMSOCK-646	100MM (4") NONWOVEN SOCK - 46LM (150') (4551) - FAB	37	ROLL	1236.97
NWV-100MMSOCK-846	100MM (4") NONWOVEN SOCK - 46LM (150') (4553) - FAB	1	ROLL	43.1
NWV-150MMSOCK-55M	150MM (6") NONWOVEN SOCK - 55LM (180') (4545) - FAB	70	ROLL	4259.69
NWV-150MMSOCK-846	150MM (6") NONWOVEN SOCK - 46LM (150') (4553) - FAB	1	ROLL	52.09
NWV-200MMSOCK-55M	200MM (8") NONWOVEN SOCK - 55LM (180') (4545) - FAB	54	ROLL	3634.24
NWV-250MMSOCK-55M	250MM (10") NONWOVEN SOCK - 55LM (180') (4545) - FAB	2	ROLL	98.11
NWV-4553-PAR	PROPEX 801 (4553) - FAB - NON WOV - PARTIAL	1302.9988	M2	2095.98
NWV-DEWATERING-001	NILEX DEWATERING BAGS 6' - SBG2506 (4553)	87	EACH	1636.57
NWV-DEWATERING-002	NILEX DEWATERING BAGS 9' - SBG2509 (4553)	93	EACH	1751.48
NWV-DEWATERING-003	NILEX DEWATERING BAG - 5' X 6' (4553) - FAB	252	EACH	9005.03
NWV-DEWATERING-004	NILEX DEWATERING BAG - 10' X 5' (4510C) - FAB	254	EACH	19693.39
NWV-DEWATERING-005	NILEX DEWATERING BAG - 5' X 5' (4510C) - FAB	486	EACH	22259.45
NWV-DEWATERING-006	NILEX DEWATERING BAG - 10' X 10' (4510C) - FAB	198	EACH	22801.09
NWV-DEWATERING-007	NILEX DEWATERING BAG - 9' X 18" (4510C) - FAB	24	EACH	1125.53
NWV-DEWATERING-011	NILEX DEWATERING BAG - 3' X 6' (4510C) - FAB	87	EACH	3532.7
NWV-DEWATERING-012	NILEX DEWATERING BAG - 1' X 10' (4510C) - FAB	185	EACH	4411.69
NWV-NILEX4504W-001	NILEX 4504 WHITE NONWOVEN 3.81M X 150M (12.5' X 492')	9	ROLL	4152.08
NWV-NILEX4510-001	NILEX 4510C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	34	ROLL	28759.15
NWV-NILEX4510-002	NILEX 4510E NONWOVEN (ENVIRO) 4.57M X 91.44M (15' X 300')	7	ROLL	6247.55
NWV-NILEX4510E-PAR	NILEX 4510E (ENVIRO) NONWOVEN - PARTIAL - FAB (M²)	139.3061	M2	293.73

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		Quantity	Unit of Measure	Value
NWV-NILEX4510-PAR	NILEX 4510C (CIVIL) NONWOVEN - PARTIAL - FAB (M ²)	988.5892	M2	2053.09
NWV-NILEX4512-001	NILEX 4512C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	346	ROLL	328384.71
NWV-NILEX4512-002	NILEX 4512E NONWOVEN (ENVIRO) 4.57M X 91.44M (15' X 300')	36	ROLL	42341.22
NWV-NILEX4516-001	NILEX 4516C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	5	ROLL	6851.39
NWV-NILEX4545-001	NILEX 4545 NONWOVEN 4.57M X 109.73M (15' X 360')	47	ROLL	18622.61
NWV-NILEX4545-002	NILEX 4545 NONWOVEN 2.29M X 109.73M (7.5' X 360')	82	ROLL	18362.16
NWV-NILEX4545-201	NILEX 4545 NONWOVEN 9.2M X 13.75M - FAB	220	ROLL	27293.1
NWV-NILEX4545-PAR	NILEX 4545 NONWOVEN - PARTIAL - FAB (M ²)	202.4322	M2	174.02
NWV-NILEX4550-001	NILEX 4550 NONWOVEN 4.57M X 109.73M (15' X 360')	9	ROLL	2973.28
NWV-NILEX4551-001	NILEX 4551 NONWOVEN 4.57M X 91.44M (15' X 300')	288	ROLL	152792.13
NWV-NILEX4551-002	NILEX 4551 NONWOVEN 2.29M X 91.44M (7.5' X 300')	30	ROLL	8348.87
NWV-NILEX4551-005	NILEX 4551 NONWOVEN 1.524M X 91.44M (5' X 300')	44	ROLL	8436.8
NWV-NILEX4553-001	NILEX 4553 NONWOVEN 4.57M X 91.44M (15' X 300')	269	ROLL	181182.48
NWV-NILEX4553-002	NILEX 4553 NONWOVEN 2.29M X 91.44M (7.5' X 300')	2	ROLL	675.61
NWV-NILEX4553-003	NILEX 4553 NONWOVEN 1.524M X 91.44M (5' X 300')	6	ROLL	1058.75
NWV-NW32-003	GSE NW32 NON WOVEN 4.6M X 33.53M (15' X 110')	0	ROLL	13.51
OLI-15MILLLD-001	VAPOUR-SEAL 15 - 15MIL - 3.66M X 30.48M (12' X 100')	1	ROLL	193.71
OLI-40MILTEXT-DBL	40MIL LLDPE TEXTURED DBL SIDED	158.794	M2	1185.53
OLI-BLUETAPE	BLUE TUCK SHEATHING TAPE 60MMX 55M	4	EACH	54
OLI-DURASKRIM-004	DURASKRIM J30DT1 1 SIDE TEXTURED (6.75' X 2,200')	284.72	M2	1128.25
OLI-ENVIROABAR-30M	ENVIRO ABSOLUTE BARRIER 30MIL	1	EACH	7075.73
OLI-ENVIROBOOT-002	NILEX ENVIROFLEX PIPE BOOT - FAB - 12" - 14" DIA.	1	EACH	5
OLI-ENVIROBOOT-005	NILEX ENVIROFLEX PIPE BOOT - FAB - 2" - 4" DIA.	37	EACH	851.09
OLI-ENVIROBOOT-009	NILEX ENVIROFLEX PIPE BOOT - FAB - 18" - 20" DIA.	45	EACH	427.5
OLI-ENVIROFLEX-001	30MIL ENVIROFLEX STOCK LINER - FAB - 30' LONG X 32' 9" WIDE	24	EACH	8137
OLI-ENVIROFLEX-002	30MIL ENVIROFLEX STOCK LINER - FAB - 40' LONG X 43' 6" WIDE	21	EACH	12488.8
OLI-ENVIROFLEX-010	30MIL ENVIROFLEX STOCK LINER - FAB - 168' x 152'	3	EACH	24574.54
OLI-ENVIROFLEX-011	30MIL ENVIROFLEX STOCK LINER - FAB - 217' x 124' 3"	4	EACH	34748.71
OLI-ENVIROFLEX-30B	ENVIROFLEX 30MIL LLDPE (GM17) 3.3528M X 332.2M (11' X 1090')	3382	M2	6543.16
OLI-ENVIROFLEX-30M	ENVIROFLEX 30MIL LLDPE 3.38M X 304.8M BLACK SMOOTH	19887.385	M2	62477.3
OLI-ENVIROFLEX-3TM	ENVIROFLEX TEXT 30MIL S.S.T LLDPE 3.38M X 304.8M	99.304	M2	360.28
OLI-ENVIROFLEX-40M	ENVIROFLEX 40MIL LLDPE 3.38M X 237.7M BLACK SMOOTH	8016.498	M2	35787.12
OLI-ENVIROFMIN-30M	ENVIROFLEX 30MIL LLDPE MINIMUM	4146	M2	12395.88
OLI-ENVIROMAX-40M	ENVIROMAX (640-2000) 40MIL LLDPE 3.38M X 237.7M	77.563	M2	292.93
OLI-HAZGARD635	HAZGARD 635FR 3.15M X305M	1827.55	M2	22223.23
OLI-HEATGARD	HEATGARD MISC SIZE	0.59	ROLL	4849.15
OLI-LLDPE-001	5 MM LLDPE WELDING ROD 20 LB SPOOL	9	EACH	859.65
OLI-LLDPETDSRT-860	LLDPE 1.50MM BLACK RT TEXTURED 60MIL (1013230)	0	M2	-259.33
OLI-RHINOSKIN-001	RHINOSKIN 20ML - 3.66M X 100M	3	ROLL	1697.8
OLI-RHINOSKIN-16M	RHINOSKIN 16ML - 12' X 3,000 LF (3344.51M2)	33591.19	M2	58044.42
OLI-RHINOSKIN-20M	RHINOSKIN 20ML - 12' X 3,000 LF (3344.51M2)	73.5567	M2	116.82
OLI-RHINOSKIN-24M	RHINOSKIN 24ML - 144" X 2,250 LF	15437.402	M2	32429.7
OLI-RHINOSKSG-30M	RHINOSKIN SG 30ML - 144" X 2,250 LF	558.65	M2	1607.29
OLI-SKAPLLD60T2-60M	60 MIL LLDPE - LLD-60T2 TEXTURED DBL SIDED 7.163 M X 155.45	2	ROLL	13386.04
OLI-TAPE-003	VIPER TAPE WHITE 4"X180FT - (12/CASE)	307	ROLL	8190.85
OLI-TAPECOAT	TAPECOAT G25 BLACK TAPE 1 SIDED 4" X 100'	6	ROLL	443.44
OLI-VIPORBL10	BARRIER, VIPER II VAPOR 10 MIL CLASS A, 14FT X 210FT, GREY	60	ROLL	16465.06
OLI-VIPORBL15	BARRIER, VIPER II VAPOR 15 MIL CLASS A - 14FT X 140FT BLUE	10	ROLL	3943.89
PAV-4597-001	PROPEX 4597 PETROMAT 3.81M X 109.7M	0	ROLL	-3.98
PAV-4598-001	NILEX PAVING FABRIC CO40 (4598) - 3.81M X 110M	1	ROLL	290.88
PAV-4598-002	NILEX PAVING FABRIC CO40 (4598) - 3.20M X 110M	7	ROLL	1738.85
PEP-150MMDUALW	150MM DUAL WALL WITH SOCK - 6M	37	EACH	3032.79
PEP-150MMDWELB-45D	150MM DUAL WALL ELBOW - 45 DEGREE	2	EACH	65.69
PEP-150MMDWS-6LM	150MM DUAL WALL SOLID - 6LM	15	EACH	1510.97
PVC-18MILVINYL	PVC - VINYL COATED FABRIL 18MIL YELLOW 10.5' X 180'	1	M2	1681.77
PVC-20MILIG-SO2	20MIL IG PVC, SOLMAX 2.16 M X TBD M	2983	M2	9846.91
PVC-30MILIFEIA	30MIL ISOFLEX "EIA" 3.048M X 137.16M (120" X 450') - BLUE	4736.01	M2	32963.56
PVC-35MILFISH	35MIL FISH GRADE PVC - 1.83M X 224M	298.99	M2	1489.76
PVC-40MILIFEIA	40MIL ISOFLEX "EIA" - REINFORCED 3.048M X 137.16M - BLUE	13451.3294	M2	151378.39
PVC-40MILIG	40MIL INDUSTRIAL GRADE PVC 74" X 200YD	133.234	M2	639.74
PVC-40MILIG-SOL	40MIL IG PVC, SOLMAX 2.16M X Various	0.2798	M2	1.53
PVC-40MILISOFL	40MIL ISOFLEX REINFORCED	1188.928	M2	11263.21
PVC-EIAEXTRROD	ISOFLEX "EIA" - EXTRUSION ROD - 304 LM - BLUE	38	ROLL	18496.52
PVC-TAPESEAL	TAPE MOLDABLE SEALANT DBL SIDED 2" X 50' (12/case)	34	ROLL	1196.63
SER-BMPBASIN-001	BMP OIL CATCH BASIN - MAT ONLY #OCD000C	45	EACH	1164.45
SER-BMPCURB	BMP CURB INLET FILTER (CIF6048) (4') CB SOCK	48	EACH	1464
SER-BMPDONUT	BMP DONUT LOW FLOW (4CBD2416LF) 24" X 16" (GREY)	229	EACH	11102.25
SER-BMPDONUT-002	BMP DONUT HIGH FLOW (4CBD2416HF) 24" X 16" (YELLOW)	16	EACH	705.08
SER-BMPDONUT-003	BMP DONUT HIGH FLOW 24" X 24"	9	EACH	510.75
SER-BMPSILTSAC-005	BMP OVERFLOW SILTSACK 24" X 24", CB SACK (DDS2424OF)	27	EACH	1317.22
SER-BURLAP-6FT	BURLAP 10 OZ - 1.83M X 91.44M	32	ROLL	7015.18
SER-CATCHBASIN	BMP CATCH BASIN LOG (CBW8009) (7') CB SOCK	124	EA	5504.15

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		Quantity	Unit of Measure	Value
SER-SOCKOIL-001	BMP, OIL ABSORBENT SOCK, 3" X 4' (SOK0304-O)	96	EACH	335.4
SFA-117F-001	PROPEX 117F - FILTRATION, WOVEN 3.65M X 91.44M (30%)	4	ROLL	4185.72
SFA-1198-001	NILEX 1198 (PROPEX 111F) WOVEN 3.81M X 91.44M	1.2221E-14	ROLL	14.34
SFA-2199-001	NILEX 2199 WOVEN 3.65M X 91.5M	3.095	ROLL	1503.58
SIE-OPS70070	SIERRASCAPE WIRE FORMS GALVANIZED 9'-3.6" X 18" X 18"	42	EACH	5185.29
SIE-STRUTGALV-001	STRATA GALV. STRUTS	900	EA	1750.51
SIE-STRUTS-90D	WELDED WIRE BLACK SIERRASLOPE STRUTS - 90 DEG	20	EACH	21.16
SIE-WWFGALV-001	STRATA CAGES GALV. 4" X 4" OPENINGS	111	EA	6431.23
SIL-2130-001	NILEX 2130(3oz)SILT FENCE MASTER 36"X3000' (Length may vary)	151835.68	M2	87933.42
SIL-213010F	NILEX SILT FENCE W/STAKES (10' SPACING) 3' X 100' - FAB	147	ROLL	5841.05
SIL-2130-304	NILEX SILT FENCE (NO STAKES) - 3' X 1,000' (304.8 LM) - FAB	68	ROLL	8675.78
SIL-2130WB	36" SILT FENCE, W/ 24" WIRE BACK X 100'	21	EACH	1182.13
SIL-2130WS	NILEX SILT FENCE W/STAKES (6' SPACING) 3' X 100' - FAB	448	ROLL	22086.29
SIL-CURTAIN-003	8" DIA SQUARE SP150 CLOSED CELL FOAM X 108"	153.75	EACH	13335.57
SIL-CURTAIN-TRI	J39 OPEN CELL FOAM, WEDGE SHAPE (8" WEDGE X 120")	79	EACH	2110.88
SIL-FENCE-001	4' LD SILT FENCE BLACK - 10' SPACING 3' X 100' (11 STAKES)	1	ROLL	58.26
SIL-FENCE-002	5' HD SILT FENCE BLACK 6' SPACING 3' X 100' (16 STAKES) MTO	1	ROLL	92.59
SIL-STAKES-002	1.5" X 1.5" X 48" (WOOD) SILT STAKE (4 FEET)	51105	EACH	69072.69
SIL-STAKES-202	1.25 X 1.25 X 24" WOOD (WATTLE) STAKE (2FEET)	5875	EACH	5853.42
SIL-STAPLE	STAPLES USED FOR FABRICATION FOR SILT FENCE	379750	EACH	1324.53
TUB-100MMEC	100MM (4") TUBING END CAP	2	EACH	4.48
TUB-100MMP-30M	100MM (4") TUBING PERFORATED PIPE - 30.48LM (100')	1	ROLL	56.05
TUB-100MMPWS-30M	100MM (4") TUBING PERFORATED W/ SOCK - 30.48LM (100')	8	ROLL	701.83
TUB-100MMWYE	100MM (4") TUBING WYES (Y)	14	EACH	88.5
TUB-150MMCPPI	150MM (6") TUBING COUPLER - INTERNAL	9	EACH	35.71
TUB-150MMEC	150MM (6") TUBING END CAP	19	EACH	55.14
TUB-150MMREDUE	150MM (6") TUBING REDUCER 6" TO 4"	12	EACH	44.47
TUB-150MMS-30M	150MM (6") TUBING SOLID PIPE - 30.48LM (100')	1	ROLL	153
TUB-150MMTEE	150MM (6") TUBING TEE / 6" X 6" X 4" STYLE	23	EACH	153.89
TUB-150MMTEE66	150MM (6") TUBING TEE / 6" X 6" X 6" STYLE	12	EACH	155.82
TUB-150MMWYE	150MM (6") TUBING WYES (Y)	7	EACH	94.3
TUB-250MMPWS-6M	250MM (10")TUBING ST PERF W/SOCK - 6.096M (20FT)	1	EACH	234.85
TXG-FG60-001	TENSAR, FILTERGRID, FG60 4M X 50M	29	ROLL	31554.17
TXG-TX130-001	TX130 TRIAX GEOGRID 4 M X 75 M	41	ROLL	17878.35
TXG-TX160-001	TX160 TRIAX GEOGRID 4M X 75M	155	ROLL	164562.44
TXG-TX5-001	TX5 TRIAX GEOGRID 4M X 75M	39	ROLL	38174.15
TXG-TX7-001	TX7 TRIAX GEOGRID 4M X 50M	20	ROLL	19452.54
UXG-SG200-005	SG 200 3.81M X 65.84M (DISC/USE - SGU 60 TYPE)	1	ROLL	502
UXG-SG350-001	SG 350 1.905M X 87.78M (DISC/USE - SGU 80)	16	ROLL	5559.8
UXG-SG650-002	SG 650 1.905M X 87.78M (DISC/USE - SGU 150 TYPE)	2	ROLL	1247.14
UXG-SGB30-200	SGB 30 BIAIXIAL STRATAGRID 3.81 M X 43.89 M (200 SY)	2	ROLL	687.66
UXG-SGU100-200	SGU 100 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	36	ROLL	14112.05
UXG-SGU120-200	SGU 120 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	19	ROLL	7922.08
UXG-SGU120-400	SGU 120 UNIAXIAL STRATAGRID 3.81 M X 87.78 M (400 SY)	168	ROLL	141253.78
UXG-SGU150-200	SGU 150 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	3	ROLL	1421.13
UXG-SGU180-200	SGU 180 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	2	ROLL	1122.82
UXG-SGU200-400	SGU 200 UNIAXIAL STRATAGRID 3.81 M X 87.78 M (400 SY)	4	ROLL	5253.07
UXG-SGU60-200	SGU 60 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	19	ROLL	5655.1
UXG-SGU80-200	SGU 80 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	70	ROLL	23336.95
UXG-SLEEVE IT-SD1	SLEEVE IT SD1	181	EACH	12105.76
UXG-STRATAMESH	STRATAMESH (240 SY) 2.43 M X 82.296 M (8' X 270')	2	ROLL	1263.01
WAT-ERBLOC-301	WATERBLOC BARRIER 3' X 100'	2	EACH	6269.12
WAT-ERBLOC-450	WATERBLOC BARRIER 4' X 50'	1	EACH	2625.12
WAT-ERBLOC-CAP	WATERBLOC BARRIER - CAP LANYARD	2	EACH	17.4
WDP-WDHD-001	WIND DEFENDER HD, 20' X 328' (6M X 100M)	3	ROLL	4533.88
WEX-PP5-012	TRM, EXCEL PP5-12, 2.44M X 34.29M (8' X 112.5') 12 OZ	48	ROLL	17836.96
WEX-PP5-XT8	HP-TRM, PP5 EXTREME, 2.44M X 41.15M (8' X 135')	2	ROLL	3033.75
WIC-MD7407WC-300	NUDRAIN, WICK DRAIN, MD7407 W/ CORE - 305LM	197	ROLL	54145.6
WIC-MD7407WC-350	NUDRAIN, WICK DRAIN, MD7407++ W/CORE - 350LM (Discontinue	1	ROLL	285
WOV-14GACCABLE	CABLE FOR CURTAIN, CCGAC 1/4" X 5,000' (FAB)	1588	LF	1435.59
WOV-2044-PAR	NILEX 2044HF WOVEN - PARTIAL - FAB (M²)	297.4	M2	769.78
WOV-BULKBAG	BULK BAG, WOVEN PP, 35" X 35" X 42", 1,500KG (3,300 LBS)	25	EACH	383.89
WOV-MIRAFIHP-770	MIRAFI HP770 WOVEN 4.57M X 91.4M (15' X 300')	3	ROLL	6460.17
WOV-NILEX2002-002	NILEX 2002 WOVEN 3.81M X 131.67M (12.5' X 432')	19	ROLL	6871.42
WOV-NILEX2002-003	NILEX 2002 WOVEN 5.33M X 94.18M (17.5' X 309')	79	ROLL	32351.71
WOV-NILEX2004-004	NILEX 2004 WOVEN 5.33M X 78.64M (17.5' X 258')	30	ROLL	12681.52
WOV-NILEX2006-002	NILEX 2006 WOVEN 5.33M X 120M (17.5' X 393.7')	85	ROLL	53306.62
WOV-NILEX2006-003	NILEX 2006 WOVEN 3.81M X 110M (12.5' X 360')	68	ROLL	31997.9
WOV-NILEX2006-004	NILEX 2006 WOVEN 4.57M X 91.44M (15' X 300')	200	ROLL	80846.22
WOV-NILEX2006-005	NILEX 2006 WOVEN 5.33M X 78.64M (17.5' X 258')	209	ROLL	97008.86
WOV-NILEX2016-001	NILEX 2016 WOVEN 4.57M X 91.44M (15' X 300') (2x2HF / WINFAB	1	ROLL	752.39
WOV-NILEX2016-002	NILEX 2016 WOVEN 9.14M X 91.44M - DOUBLE - FAB	0	ROLL	-1128.31

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Value</u>
WOV-NILEX2019-001	NILEX 2019 WOVEN 4.57M X 91.44M (15' X 300') (3x3HF / WINFAB	4	ROLL	3604.92
WOV-NILEX2044-001	NILEX 2044HF WOVEN 4.57M X 91.44M (15' X 300') (4x4HF / 570H	16	ROLL	20966.98
WOV-NILEX2044-301	NILEX 2044 WOVEN TRIPLES - FAB - 13.8M X 91M (4X4HF)	1	ROLL	3209.01
WOV-NILEX400-418	NILEX 400HTM WOVEN 4.57M X 91.44M (15' X 300') (RS380i EQ)	16	ROLL	31019.07
WOV-NILEX600-418	NILEX 600HTM WOVEN 4.57M X 91.44M (15' X 300') (RS580i EQ)	12	ROLL	29867.79
WOV-NILEX915HSW-001	NILEX HS WOVEN 915HSW 4.57M X 91.44M (15' X 300') (TenCate)	31	ROLL	45330.19
WOV-TURB-SP1	WOVEN TURBIDITY CURTAIN (ENTER SIZE) - FAB (IN/OUT ONLY	2	EACH	1127.01
WOV-TURB-SP2	WOVEN TURBIDITY CURTAIN (ENTER SIZE) - FAB (IN/OUT ONLY	1	EACH	577.7
WOV-WINFABHP-370	NILEX 370HP WOVEN 4.57M X 91.44M (15' X 300') (TenCate/WINFAB	15	ROLL	16875.86
	Total	771,083.72		5,016,295.37

Nilex Inc Canada – Edmonton Fabrication WIP Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
NWV-200MMSOCK-46M	200MM (8") NONWOVEN SOCK - 46LM (150') (4506E) - FAB	6.0000	ROLL	290.49
NWV-NILEX4545-001	NILEX 4545 NONWOVEN 4.57M X 109.73M (15' X 360')	240.0000	ROLL	95,094.15
OLI-ENVIROFLEX-30M	ENVIROFLEX 30MIL LLDPE 3.38M X 304.8M BLACK SMOOTH	4,840.0000	M2	14,779.67
WOV-NILEX2006-005	NILEX 2006 WOVEN 5.33M X 78.64M (17.5' X 258')	25.0000	ROLL	10,527.44
WOV-SOCK-MIS	NONWOVEN SOCK - (ENTER SIZE AND PRODUCT) - FAB (IN/OUT ONLY)	10.0000	ROLL	1,207.53
	Total	5,121.0000		121,899.28

Nilex Inc Canada – Fort McMurray Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
BXG-DGBX1515-003	DURAGRID BX1515 BX-GRID 3.93M X 75M (12.9' X 246')	16.00	ROLL	3,491.11
BXG-DGEG3030-041	EASYGRID BX3030-4(NW150) CG-GRID 3.93M X 50M	8.00	ROLL	3,350.39
ECB-C32-001	NILEX C32 RECB, COCO, PHOTO NET- 2.44M X 34.3M (8' X 112.5')	6.00	ROLL	550.04
ECB-S32-001	NILEX S32 RECB DOUBLE SIDE STRAW - 2.44M X 34.3M (8' X 112.5	21.00	ROLL	855.08
MIS-SANDBAGS-003	SANDBAGS, UV, 14" X 26", NILEX LOGO, DUFFLE TOP, DISCHARGE	500.00	EACH	201.37
NAG-STAPLES6-LOO	WIRE STAPLES 6" X 1" LOOSE 11 GA (1,000 / BOX)	5.00	BOX	214.54
NWV-NILEX4512-001	NILEX 4512C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	3.00	ROLL	2,845.42
NWV-NILEX4551-001	NILEX 4551 NONWOVEN 4.57M X 91.44M (15' X 300')	9.00	ROLL	3434.71
NWV-NILEX4553-001	NILEX 4553 NONWOVEN 4.57M X 91.44M (15' X 300')	1.00	ROLL	615.12
SIL-2130WS	NILEX SILT FENCE W/STAKES (6' SPACING) 3' X 100' - FAB	30.00	ROLL	1008.67
SIL-STAKES-202	1.25 X 1.25 X 24" WOOD (WATTLE) STAKE (2FEET)	764.00	EACH	744.09
WOV-NILEX2006-002	NILEX 2006 WOVEN 5.33M X 120M (17.5' X 393.7')	1.00	ROLL	482.68
WOV-NILEX2006-003	NILEX 2006 WOVEN 3.81M X 110M (12.5' X 360')	21.00	ROLL	8725.25
WOV-NILEX2006-005	NILEX 2006 WOVEN 5.33M X 78.64M (17.5' X 258')	30.00	ROLL	13417.17
Total		559.00		39,935.64

Nilex Inc Canada – In Transit From Locations Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
BXG-DGBX1200-001	DURAGRID BX1200 BX-GRID 3.93M X 50M (12.9' X 164')	40.00	ROLL	12,970.53
ECB-C32-BD1	NILEX C32BD BN RECB, COCO,BIONET-2.44M X 34.3M (8' X 112.5')	1.00	ROLL	118.27
ECB-S32-BD1	NILEX S32BD BN RECB, STRAW, BIO NET-2.44M X 34.3M(8' X 112.5	56.00	ROLL	5,368.14
LAN-950ES-001	950ES (BLACK) LANDSCAPE, RESTRICTOR 1.83M X 76.2M (6')	40.00	ROLL	7,308.48
LAN-950ES-002	950ES (BLACK) LANDSCAPE, RESTRICTOR 3.66M X 76.2M (12')	20.00	ROLL	5,394.96
LAN-PS350-005	PS350 GREY LANDSCAPE FABRIC - 3.65M X 91M (12')	20.00	ROLL	4,728.07
NWV-NILEX4512-001	NILEX 4512C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	2.00	ROLL	2,016.84
OLI-R100CC	DURASKRIM R10CCU TRANSLUCENT 14.64 M X 30.48 M (48' X 100	10.00	EACH	8258.68
OLI-TAPE-003	VIPER TAPE WHITE 4"X180FT - (12/CASE)	0.00	ROLL	0
SIE-STRUTS-90D	WELDED WIRE BLACK SIERRASLOPE STRUTS - 90 DEG	2,900.00	EACH	2763.96
SIE-WELDEDWIRE-90D	WELDED WIRE BLACK SIERRASLOPE FORMS 90 DEG	400.00	EACH	22324.69
UXG-SGU60-200	SGU 60 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	10.00	ROLL	3055.18
UXG-SGU80-200	SGU 80 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	50.00	ROLL	17124.66
	Total	179.00		91,432.46

Nilex Inc Canada – Saskatoon Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
BXG-DGBX1100-001	DURAGRID BX1100 BX-GRID 3.93M X 75M (12.9' X 246')	1.0000	ROLL	323.01
BXG-DGBX1200-001	DURAGRID BX1200 BX-GRID 3.93M X 50M (12.9' X 164')	5.0000	ROLL	1,729.02
BXG-DGBX2020-003	DURAGRID BX2020 BX-GRID 3.93M X 50M (12.9' X 164')	17.0000	ROLL	3,440.94
BXG-DGBX3030-001	DURAGRID BX3030 BX-GRID 3.93M X 50M (12.9' X 164')	3.0000	ROLL	916.46
BXG-DGEG3030-041	EASYGRID BX3030-4(NW150) CG-GRID 3.93M X 50M	8.0000	ROLL	4,225.06
BXG-DGEG3030-061	EASYGRID BX3030-6(NW200) CG-GRID 3.93M X 50M	72.0000	ROLL	60,021.52
BXG-IFIF3030	EASYGRID 3030-6-200GC 3.93M X 50M (BXG-DGEG3030-061)	4.0000	ROLL	3,125.51
DRA-SMARTDITCH-001	SMARTDITCH TRAPEZOIDAL HDPE 12" STRAIGHT SECTION	0	EACH	-31.59
DRA-SMARTDITCH-010	SMARTDITCH EDGE PROTECTION KIT	0	EACH	-12.92
ECB-C32-001	NILEX C32 RECB, COCO, PHOTO NET- 2.44M X 34.3M (8' X 112.5')	16	ROLL	1649.11
ECB-S32-001	NILEX S32 RECB DOUBLE SIDE STRAW - 2.44M X 34.3M (8' X 112.5')	26	ROLL	1914.09
ECB-SC32-001	NILEX SC32 RECB STRAW/COCO, PHOTO-2.44M X 34.3M(8' X 112.5')	41	ROLL	3028.24
ERO-COIR700-003	COIR 700 EROSION CONTROL MATT 2M X 50M	3	ROLL	576.7
ERO-GEOJUTE-001	GEOJUTE STABILIZER - 3.81M X 91.44M (12.5' X 300')	10	ROLL	5020.77
ERO-WATTLE-925	STRAW WATTLE, UV, 9" X 25' (15/PLT)-SW9	30	ROLL	1266.31
GCE-ECLIP	GEOCEL - ENVIROCLIP - TWIST ANCHOR (TL-TA1) (100/BOX)	547	EACH	1216.62
GCL-BENTONITE	BENTONITE, GRANULAR, CG-50, 50LB / BAG (GENERAL PURPOSE)	0	BAG	-0.48
GEO-SPIKES	10" BRIGHT SPIRAL SPIKE FOR GEORIDGE - BULK BOX (220-250')	10	BOX	603.48
GEO-SPIKES-PAR	GALVANIZED SPIKES FOR GEORIDGE 10" (EACH)	150	EACH	45.26
GLA-1010	ROAD GRID 1010 1.52M X 100M (8501)	18	ROLL	9600.08
HDP-80MILATARF-DBL	80MIL HDPE DOUBLE SIDED TEXTURED 6 M X 131.67 M	1.5	ROLL	8777.93
LAN-950ES-001	950ES (BLACK) LANDSCAPE, RESTRICTOR 1.83M X 76.2M (6')	36	ROLL	5300.04
MES-BODKIN	BAR, BODKIN, 1.5" X 54", NARROW	118	EACH	374
MES-UX1500-MSE	UX1500 MSE 1.33M X 61M	4	ROLL	1420.72
MIS-SANDBAGS-003	SANDBAGS, UV, 14" X 26", NILEX LOGO, DUFFLE TOP, DISCHARGE	200	EACH	84.72
MUL-12053	12" INLINE SIDE OUTLET TO 3" RIGID 12053	4	EACH	61.54
MUL-150MMCPCL	150MM MULTIFLOW COUPLERS 06002	4	EACH	59.56
MUL-150MMEC	150MM MULTIFLOW END CAPS 06001	1	EACH	5
MUL-150MMHORDB-LW	150MM MULTIFLOW HORIZ DBLE WYE 06016	1	EACH	20.31
MUL-150MMMF90	150MM MULTIFLOW 6" 90 ELBOW 0600N	8	EACH	105.37
MUL-150MMMUL-38M	150MM MULTIFLOW - 38.1LM - 125 FT 06300	12	ROLL	3384.08
MUL-150MMTEE	150MM MULTIFLOW TEES 06007	6	EACH	102.44
MUL-150MMWYE-DBL	150MM MULTIFLOW WYE - DOUBLE 06006	4	EACH	55.46
NAG-C350-001	C350 TRM, COCO W/POLY NET, 2M X 16.9M (6.5' X 55.5')	22	ROLL	2946.59
NAG-STAPLES6-105	FABRIC / SOD STAPLES 6" 1000/BOX, CDN	8	BOX	360
NAG-STAPLES6-LOO	WIRE STAPLES 6" X 1" LOOSE 11 GA (1,000 / BOX)	252	BOX	12766.62
NWV-NILEX4512-001	NILEX 4512C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	45	ROLL	47460.57
NWV-NILEX4516-001	NILEX 4516C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	2	ROLL	1607.39
NWV-NILEX4545-001	NILEX 4545 NONWOVEN 4.57M X 109.73M (15' X 360')	3	ROLL	781.32
NWV-NILEX4551-001	NILEX 4551 NONWOVEN 4.57M X 91.44M (15' X 300')	16	ROLL	7013.16
NWV-NILEX4551-006	NILEX 4506E NONWOVEN (ENVIRO) 4.57M X 91.44M (15' X 300')	1	ROLL	663.64
NWV-NILEX4553-001	NILEX 4553 NONWOVEN 4.57M X 91.44M (15' X 300')	61	ROLL	41072.48
NWV-NILEX4553-101	NILEX 4553 NON WOVEN 3.81M X 110M	2	ROLL	652.72
SER-BMPDONUT	BMP DONUT LOW FLOW (4CBD2416LF) 24" X 16" (GREY)	15	EACH	697.73
SIL-2130-001	NILEX 2130(3oz)SILT FENCE MASTER 36"X3000' (Length may vary)	3344.5094	M2	1832.05
SIL-2130WS	NILEX SILT FENCE W/STAKES (6' SPACING) 3' X 100' - FAB	53	ROLL	2756.82
SIL-STAKES-202	1.25 X 1.25 X 24" WOOD (WATTLE) STAKE (2FEET)	455	EACH	458.69
TAK-TACKIFIER-TOT	NILEX ROADTAK, 1,000 L (TOTE ONLY - NO PRODUCT)	4	EACH	404.21
WAT-ERBLOC-760	WATERBLOC BARRIER 7" X 60'	3	EACH	20465.6
WOV-NILEX2002-003	NILEX 2002 WOVEN 5.33M X 94.18M (17.5' X 309')	18	ROLL	6249.1
WOV-NILEX2006-002	NILEX 2006 WOVEN 5.33M X 120M (17.5' X 393.7')	2	ROLL	938.13
WOV-NILEX2006-005	NILEX 2006 WOVEN 5.33M X 78.64M (17.5' X 258')	35	ROLL	16161.36
WOV-NILEX2044-001	NILEX 2044HF WOVEN 4.57M X 91.44M (15' X 300') (4x4HF / 570H)	12	ROLL	15721.01
Total		5,714.01		299,417.55

Nilex Inc Canada – Saskatoon Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
ACE-FIBER38-BOX	ACE FIBER BOX 38mm (138.5 METRIC TON/BOX)	1.0000	BOX	2,622.73
ACE-FIBER-BOX	ACE FIBER BOX 19mm (138.5 METRIC TON/BOX)	6.0000	BOX	7,638.31
AQP-AQUAPATCH-PAI	AQUA PATCH (55 LB /PAIL) - ASPHALT/CONCR REPAIR (36/PALLET)	36.0000	EACH	2,085.56
BXG-BX112075SD	BX112075SD BIAXIAL GEOGRID 3.93 M X 75 M (12.9' X 246')	38.0000	ROLL	24,346.31
BXG-DGBX1100-001	DURAGRID BX1100 BX-GRID 3.93M X 75M (12.9' X 246')	40.0000	ROLL	13,815.65
BXG-DGBX1200-001	DURAGRID BX1200 BX-GRID 3.93M X 50M (12.9' X 164')	11.0000	ROLL	3,799.78
BXG-DGBX1515-003	DURAGRID BX1515 BX-GRID 3.93M X 75M (12.9' X 246')	2.0000	ROLL	476.36
BXG-DGBX2020-003	DURAGRID BX2020 BX-GRID 3.93M X 50M (12.9' X 164')	27	ROLL	5184.34
BXG-DGEG3030-041	EASYGRID BX3030-4(NW150) CG-GRID 3.93M X 50M	10	ROLL	5772.68
BXG-DGEG3030-061	EASYGRID BX3030-6(NW200) CG-GRID 3.93M X 50M	19	ROLL	15600.66
BXG-TIES65-BLA	6.5" BLACK PLASTIC CABLE TIES (ZIP) - BAGS OF 1,000	1	BAG	15.11
BXG-TIES-BLA	8" BLACK PLASTIC CABLE TIES (ZIP) - BAGS OF 1,000	10	BAG	227.64
DRA-180RHD	CULTEC 180RHD STAND ALONE UNIT	5	EACH	1323.74
DRA-280EHD	CULTEC 280EHD END UNIT	2	EACH	683.11
DRA-300MMCOR	300MM SWD CORNER	40	EACH	615.3
DRA-300MMEO	300MM SWD END OUTLET	20	EACH	355.5
DRA-300MMSO	300MM SWD SIDE OUTLET	20	EACH	355.49
DRA-300MMSPL	300MM SWD SPLICE	40	EACH	297.39
DRA-360HDC	CULTEC 360HD RECHARGER CHAMBER	2	EACH	-811.56
DRA-360HDE	CULTEC 360HD RECHARGER END CAP	0	EACH	-337.69
DRA-902HDC	CULTEC 902HD RECHARGE, HEAVY DUTY CHAMBER	13	EACH	5780.84
DRA-DRAINAGE	DRAIN GREAT DRAINAGE CONNECTOR 27/BX	143	EACH	3543.44
DRA-FC48	CULTEC HVL FC-48 FEED CONNECTOR	8	EACH	794.94
DRA-GGPLUSHD-004	Grid Guard HD Plus Pad 36" Pipe 120" X 6'	0	ROLL	-582.06
DRA-GREENROOF	GRS1" GREENROOF 1.2M X 15.23M	1	ROLL	370.43
DRA-INPORT	CULTEC INSPECTION PORT 12" X 6"	2	EACH	1280.43
DRA-JCLIP	JDR J CLIP BOX (1300 BOX)	1	BOX	273.64
DRA-JCLIP-PAR	JDR J CLIPS - PARTIAL BOX (1300 PER BOX)	1000	EACH	210.5
DRA-JDR420XL	420XL 4' X 50' UPG NW FABRIC W/POLYFILM WD15WPXL	12	EACH	2235.69
DRA-JDRTBAR435	JDR TERMINATION BARS, 1.92M (6.5') - 50 PC / BUNDLE	36	EACH	93.25
DRA-MEGADITCH-006	MEGADITCH CABLE GRIPPERS	0	EACH	-4.7
DRA-PD20-001	PD20 (4') SHEET DRAIN - 1.22M X 15.23M	61	ROLL	10834.51
DRA-PUNCH	DRAIN GREAT PUNCH	2	EACH	513.48
DRA-SMARTDITCH-002	SMARTDITCH TRAPEZOID 24" STRAIGHT SECTION	0	EACH	40.23
DRA-SMARTDITCH-010	SMARTDITCH EDGE PROTECTION KIT	0	EACH	4.8
DRA-STORMBRI-CON	STORMBRIX 314023 CONNECTOR	73	EACH	253.9
DRA-SWD6-002	SWD6 STRIP DRAIN 150MM X 50M	10	ROLL	1584.85
DRA-WD15-001	WD15 (4') SHEET DRAIN - 1.2 M X 15.23 M	544	ROLL	66315.64
DRA-WD15-003	WD15 (8') SHEET DRAIN - 2.44M X 15.23M	5	ROLL	1290.11
DRA-WD15RB-001	WD15RB SHEET DRAIN - 1.22 M X 15.23 M	3	ROLL	502.96
DRT-500PFT1-D20	DRAINTUBE 500P FT1 D20, 3.98M X 75M	3	ROLL	5006.77
ECB-C32-001	NILEX C32 RECB, COCO, PHOTO NET - 2.44M X 34.3M (8' X 112.5')	153	ROLL	14666.78
ECB-C32-004	NILEX C32 RECB, COCO, PHOTO NET -1.22M X 34.3M (4' X 112.5')	85	ROLL	5151.24
ECB-C32-BD1	NILEX C32BD BN RECB, COCO,BIONET-2.44M X 34.3M (8' X 112.5')	4	ROLL	502.52
ECB-S32-001	NILEX S32 RECB DOUBLE SIDE STRAW - 2.44M X 34.3M (8' X 112.5')	38	ROLL	1589.27
ECB-S32-BD1	NILEX S32BD BN RECB, STRAW, BIO NET-2.44M X 34.3M(8' X 112.5')	12	ROLL	1468.49
ECB-SC32-001	NILEX SC32 RECB STRAW/COCO, PHOTO-2.44M X 34.3M(8' X 112.5')	63	ROLL	4012.31
ECB-SC32-BD1	NILEX SC32BD RECB STRAW/COCO, BIO - 2.44M X 34.3M(8' X 112.5')	70	ROLL	7372.13
ERO-ANCHORSB1	ANCHORS 36" - B1 TYPE (40/CARTON)	197	EACH	1092.52
ERO-COIR400-012	COIR 400 EROSION CONTROL MATT 2M X 50M	16	ROLL	1939.4
ERO-COIR700-002	COIR 700 EROSION CONTROL MATT 4 M X 50 M	71	ROLL	42159.34
ERO-ENVBAGS-001	ENVIROLOK SAND/SOIL BAG WITH TIE	2429	BAG	13356
ERO-ENVSPIKES-001	ENVIROLOK LOCKING SPIKES 200/BX	3367	EACH	3036.45
ERO-JJ0227TOOL	XAS LOAD TOOL JJ0227	1	EACH	3814.21
ERO-PAVEDRAIN-001	PAVEDRAIN - (ARCHED BLOCKS)	14	EACH	93.94
ERO-PAVEDRAIN-005	PAVEDRAIN - BLOCK (SOLID BLOCK UNITS)	64	EACH	476.16
ERO-TWIST12-PIN	12" GRIPPLE TWIST PIN ANCHOR	2299	EACH	2278.25
ERO-WATTLE-925	STRAW WATTLE, UV, 9" X 25' (15/PLT)-SW9	239	ROLL	7418.48
FEN-6TPOST-PAI	6' FENCE T-POSTS - LIGHT PAINTED & STUDDED NO SPADE	1950	EACH	14752.77
FEN-MUSHCP-SMO	MUSHROOM CAP - SMALL, ORANGE - 100 PC / BOX	215	EACH	99.77
FEN-SFJDR4100	DF410024 ORANGE DIAMOND SAFETY FENCE - 4' X 100'	129	ROLL	8140.83
GAB-111	GALV. GABION BASKET - 1M X 1M X 1M	7	EACH	688.51
GAB-211	GALV. GABION BASKET - 2M X 1M X 1M	2	EACH	375.41
GCE-150MMPERF-002	150MM GEOCEL EGA40 - 2.56M X 13.72M PERFORATED	1	EACH	396.55
GCE-JHOOK	"J" HOOK 18" w/4" HOOK / TYPE T5	2000	EACH	1888.44
GCE-TEND75	GEOCEL 75 KN TENDON - 152 LM ROLL	5	EACH	888.19
GCE-TENDON	GEOCEL TENDON (2,200#/9.34KN) - 503LM ROLL	4	EACH	581.4
GCL-BENTOMATDN-46N	BENTOMAT DN - 4.4M X 45.7M (14.5' X 150')	0	ROLL	407.65
GCL-BENTOMATST-46N	BENTOMAT ST - 4.6 M X 45.7 M (15' X 150')	0	ROLL	-1062.97
GCL-BENTONITE	BENTONITE, GRANULAR, CG-50, 50LB / BAG (GENERAL PURPOSE)	15	BAG	282.66
GCL-BENTOSEAL	BENTOSEAL PAIL FOR VOLTEX PRODUCT	2	EACH	485.36

Nilex Inc Canada – Saskatoon Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
GCL-VOLTEXDS-001	VOLTEX DS - 1.219 M X 4.42 M (4' X 14.5')	34	ROLL	5686.64
GEO-GEORIDGE-BLA	GEORIDGE EROSION BARRIER BLACK FORMED V3	107	EACH	550.93
GEO-PIN	12" GROUND PIN 130/BOX	8405	EACH	7716.74
GEO-SPIKES	10" BRIGHT SPIRAL SPIKE FOR GEORIDGE - BULK BOX (220-250)	6	BOX	66
GEO-SPIKES-PAR	GALVANIZED SPIKES FOR GEORIDGE 10" (EACH)	7	EACH	1.32
GEO-WASHER	4" DIAMETER WASHER 250/BOX	4477	EACH	3875.15
GLA-1010	ROAD GRID 1010 1.52M X 100M (8501)	3	ROLL	1680.25
GLA-1011	ROAD GRID 1011 1.52M X 100M (8511)	72	ROLL	39013.29
GLA-8501	GLASGRID 8501 - 1.5 M X 100 M	14	ROLL	13423.5
GLA-8511	GLASGRID 8511 - 1.5M X 100M	3	ROLL	2863.82
LAN-1200MMWB	WB 48/30, 48" X 300' - 1200MM WATER BARRIER	1	ROLL	692.95
LAN-450MMUB	450MM (UB18) UNIVERSAL BARRIER 18" X 24"	130	PANEL	1064.68
LAN-600MMUB	600MM (UB24) UNIVERSAL BARRIER 24" X 24"	45	PANEL	418.79
LAN-950ES-001	950ES (BLACK) LANDSCAPE, RESTRICTOR 1.83M X 76.2M (6')	29	ROLL	5583.12
LAN-950ES-002	950ES (BLACK) LANDSCAPE, RESTRICTOR 3.66M X 76.2M (12')	8	ROLL	2244.34
LAN-PS350-003	PS350 GREY LANDSCAPE FABRIC - 1.83M X 91M (6')	37	ROLL	4539.79
LAN-PS350-005	PS350 GREY LANDSCAPE FABRIC - 3.65M X 91M (12')	19	ROLL	4437.36
LAN-TATOOL-LG1	Adapter, Gripple, 19.25" long tool	3	EA	112.61
MES-BLOCK	BLOCK, MESA STANDARD STR FACE NATURAL 8" X 18" X 11"	275	EACH	3188.23
MES-BODKIN	BAR, BODKIN, 1.5" X 54", NARROW	8068	EACH	26251.21
MES-CAP-GRE	CAP, STRAIGHT SIDED STR FACE GREY, 4" X 18" X 10.5"	16	EACH	33.76
MES-CONNECTORS-PA	STANDARD MESA CONNECTORS - PARTIAL BOX	102	EACH	23.23
MES-CONNECTOR-STA	STANDARD MESA CONNECTORS (300PCS/BOX)	190	BOX	23617.23
MES-CORNER	CORNER MESA GREY (40 PCS / PLT)	57	EACH	830.35
MES-UX1100-CON	CONCESSION, UX1100 MSE 1.33M X 76.2M	10	ROLL	2330.3
MES-UX1100-MSE	UX1100 MSE 1.33M X 76.2M	2	ROLL	602.94
MES-UX1400-MSE	UX1400 MSE 1.33M X 76.2M	41	ROLL	13390.38
MES-UX1500-MSE	UX1500 MSE 1.33M X 61M	218	ROLL	82146.39
MES-UX1600-CON	CONCESSION, UX1600 MSE 1.33M X 61M	0	ROLL	-211.01
MES-UX1600-MSE	UX1600 MSE 1.33M X 61M	32	ROLL	14692.7
MES-UX1700-MSE	UX1700 MSE 1.33M X 61M	19	ROLL	11436.46
MIS-CUSTOMBAG-001	CUSTOM FABRICATED BAG	50	BAG	11922.2
MIS-DAMSAC30	DAM SAC FAST CONCRETE BAGS - 30KG	122	BAG	854
MIS-SANDBAGS-001	SANDBAGS BURLAP 14" X 30"	1387	EACH	993.3
MIS-SANDBAGS-011	SANDBAGS UV TREAT 14" X 26" (PLAIN WHITE)	1657	EACH	851.62
MUL-150MMCORRU-TAF	150MM MULTIFLOW HORIZONTAL CORRU-TAP 06023	80	EACH	1294.9
MUL-150MMCPL	150MM MULTIFLOW COUPLERS 06002	13	EACH	130.42
MUL-150MMCRO-SS4	150MM MULTIFLOW CROSS - 4 WAY 06008	15	EACH	176.33
MUL-150MMCROSS-HOI	150MM MULTIFLOW HOR CROSS - 4 WAY 06018	19	EACH	268.93
MUL-150MMEC	150MM MULTIFLOW END CAPS 06001	27	EACH	171.7
MUL-150MMEO	150MM MULTIFLOW END OUTLET 06004	7	EACH	100.36
MUL-150MMEP	150MM MULTIFLOW END PLUGS	5	EACH	414.75
MUL-150MMHORDB-LW	150MM MULTIFLOW HORIZ DBLE WYE 06016	26	EACH	318.23
MUL-150MMIP	150MM MULTIFLOW INSPECTION PORT 06009	8	EACH	97.49
MUL-150MMFCPL	150MM MF MULTI-PURPOSE OUTLET 0600M	11	EACH	109.02
MUL-150MMMFH90	150MM MULTIFLOW 6" 90 HORIZONTAL 0601N	5	EACH	61.76
MUL-150MMMUL-38M	150MM MULTIFLOW - 38.1LM - 125 FT 06300	16	ROLL	4547.06
MUL-150MMMSO	150MM MULTIFLOW SIDE OUTLET 06003	6	EACH	58.71
MUL-150MMTEE	150MM MULTIFLOW TEES 06007	51	EACH	762.93
MUL-150MMWYE	150MM MULTIFLOW WYE 06005	10	EACH	119.32
MUL-150MMWYE-DBL	150MM MULTIFLOW WYE - DOUBLE 06006	2	EACH	37.9
MUL-300MMCORRU-TAF	300MM MULTIFLOW HORIZONTAL CORRU-TAP 12023	6	EACH	159.26
MUL-300MMCPL	300MM MULTIFLOW 12" COUPLERS 12002	40	EACH	643.23
MUL-300MMCROS-HOR	300MM MULTIFLOW HORIZONTAL CROSS 12018	2	EACH	37.29
MUL-300MMCROSS	300MM MULTIFLOW CROSS - 4 WAY 12008	4	EACH	22.53
MUL-300MMEC	300MM MULTIFLOW END CAPS 12001	43	EACH	377.56
MUL-300MMELBOW-90E	MULTIFLOW 90 DEG ELBOW 3-4" ABS06	28	EACH	256.76
MUL-300MMEO	300MM MULTIFLOW END OUTLET 12004	3	EACH	45.81
MUL-300MMEO3	300MM MULTIFLOW END OUTLET TO 3" RIGID - 12044	6	EACH	105.71
MUL-300MMEOC	12"MULTIFLOW END OUTLET 5" CORRUGATED INTERNAL COUP	1	EACH	20.63
MUL-300MMEP	300MM MULTIFLOW END PLUG	197	EACH	240.34
MUL-300MMIP	300MM MULTIFLOW 12" TO 12" COUPLER 12009 (INSPECTION PC	12	EACH	153.21
MUL-300MMISO	300MM MULTIFLOW INLINE SIDE OUTLET TO CORRUGATED 120	37	EACH	651.81
MUL-300MMMF90	300MM MULTIFLOW MF 90 1200N	4	EACH	35.95
MUL-300MMMUL-38M	300MM MULTIFLOW - 38.1LM- 125 FT - 12300	23	ROLL	9397.5
MUL-300MMMUL-PAR	300MM MULTIFLOW PIPE - FAB - PARTIAL	30.76	LM	189.29
MUL-300MMMSO	300MM MULTIFLOW SIDE OUTLET 12003	24	EACH	453.27
MUL-300MMSS	300MM MULTIFLOW SINGLE SIDED 1200M	8	EACH	97.12
MUL-300MMWYE	300MM MULTIFLOW MULTI-PURPOSE 12" WYES 12005	20	EACH	76.44
MUL-300MMWYE-DBL	300MM MULTIFLOW WYE - DOUBLE 12006	7	EACH	31.39
MUL-450MMCPL	450MM (18") MULTIFLOW COUPLERS 18002	9	EACH	132.89
MUL-450MMSS	450MM MULTIFLOW SINGLE SIDED 1800M	2	EACH	25.9

Nilex Inc Canada – Saskatoon Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
MUL-MISCABS-009	3" TO 4" ABS REDUCER/COUPLER - ABS09	13	EACH	108.94
MUL-MULTI-001	MULTI-PURPOSE VERTICAL CORRUGATED TAP 00CTV	68	EACH	785.28
MUL-TAPE	MULTIFLOW TAPE	132	ROLL	1147.69
NAG-12INPINW-316	12" PIN / WASHER .187" GAUGE 100/BX	500	EACH	357.72
NAG-C125-003	C125 HALF ROLLS EROSION CONTROL - FAB - 1M X 33M	15	ROLL	660
NAG-C350-001	C350 TRM, COCO W/POLY NET, 2M X 16.9M (6.5' X 55.5')	26	ROLL	3222.43
NAG-SC250-001	SC250 TRM, COCO/STRAW, 2M X 16.9M (6.5' X 55.5')	32	ROLL	5237.03
NAG-STAKES	FACTOR T, M100 GUN STAPLES, 1,000 / BOX	6	BOX	390.65
NAG-STAPLE8X1-LOO	WIRE STAPLES 8" X 1" LOOSE 11 GA (500 / BOX)	3	BOX	146.86
NAG-STAPLES6-8GA	WIRE STAPLES 6" X 1" LOOSE 8 GAUGE (500 / BOX)	9	BOX	447.84
NAG-STAPLES6-LOO	WIRE STAPLES 6" X 1" LOOSE 11 GA (1,000 / BOX)	57	BOX	3033.09
NAG-STAPLES8-001	STAPLES 8" 8 GAUGE LOOSE 500/BX	8	BOX	895.95
NAG-STAPLES8-LOO	STAPLES 8" 11 GAUGE LOOSE 1000/BX	12	BOX	765
NWV-100MMSOCK-55M	100MM (4") NONWOVEN SOCK - 55LM (180') (4545) - FAB	23	ROLL	1225.11
NWV-150MMSOCK-55M	150MM (6") NONWOVEN SOCK - 55LM (180') (4545) - FAB	22	ROLL	1350.16
NWV-200MMSOCK-55M	200MM (8") NONWOVEN SOCK - 55LM (180') (4545) - FAB	7	ROLL	332.39
NWV-4591-001	PROPEX 4591 PETROTAC - 0.31M X 32.92M (1')	24	ROLL	2485.9
NWV-4591-003	PROPEX 4591 PETROTAC - 0.91M X 13.72M (3')	8	ROLL	1186.5
NWV-DEWATERING-001	NILEX DEWATERING BAG - 10' X 5' (4510C) - FAB	27	EACH	2146.96
NWV-DEWATERING-002	NILEX DEWATERING BAG - 5' X 5' (4510C) - FAB	120	EACH	5519.55
NWV-NILEX4510-001	NILEX 4510C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	10	ROLL	8692.17
NWV-NILEX4510-002	NILEX 4510E NONWOVEN (ENVIRO) 4.57M X 91.44M (15' X 300')	2	ROLL	2213.96
NWV-NILEX4512-001	NILEX 4512C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	26	ROLL	26861.09
NWV-NILEX4512-002	NILEX 4512E NONWOVEN (ENVIRO) 4.57M X 91.44M (15' X 300')	1	ROLL	1232.99
NWV-NILEX4516-003	NILEX 4516E NONWOVEN (ENVIRO) 4.57M X 91.44M (15' X 300')	2	ROLL	2472.37
NWV-NILEX4545-001	NILEX 4545 NONWOVEN 4.57M X 109.73M (15' X 360')	231	ROLL	97890.61
NWV-NILEX4545-002	NILEX 4545 NONWOVEN 2.29M X 109.73M (7.5' X 360')	40	ROLL	10199.8
NWV-NILEX4545-003	NILEX 4545 NONWOVEN 0.304M X 109.73M (1' X 360')	12	ROLL	258.79
NWV-NILEX4546-001	NILEX 4545 NONWOVEN 4.57M X 109.73M (15' X 360')	3	ROLL	1048.9
NWV-NILEX4551-001	NILEX 4551 NONWOVEN 4.57M X 91.44M (15' X 300')	106	ROLL	55640.99
NWV-NILEX4551-002	NILEX 4551 NONWOVEN 2.29M X 91.44M (7.5' X 300')	82	ROLL	23989.74
NWV-NILEX4551-005	NILEX 4551 NONWOVEN 1.524M X 91.44M (5' X 300')	41	ROLL	8915.69
NWV-NILEX4553-001	NILEX 4553 NONWOVEN 4.57M X 91.44M (15' X 300')	94	ROLL	60406.24
OLI-10MILPOLY-BLA	10MIL BLACK POLY 20' X 100' - (24/PALLET)	60	ROLL	12906.02
OLI-4MILPOLY-003	4 MIL POLY - CLEAR - 40' X 100' (30/pallet)	20	ROLL	3126.93
OLI-6MILPOLY-BLA	6MIL BLACK POLY 40' X 100' (20/pallet)	40	ROLL	8366.38
OLI-TAPECOAT	TAPECOAT G25 BLACK TAPE 1 SIDED 4" X 100'	1	ROLL	74.32
OLI-TAPECOAT-003	DOUBLE SIDED BUTYL ADHESIVE TAPE 2" X 50' (12/CASE)	93	ROLL	2044.96
OLI-VAPORBL20	RAVEN VAPORBLOCK PLUS 20 MIL	33	ROLL	17043.27
OLI-VAPORPLUS	RAVEN VAPORSEAL PLUS - 4" X 160' ROLL	20	ROLL	1266.05
OLI-VIPERB06	Vapour Barrier - 6mil Clear CGSB 20' X 100'	58	ROLL	6880.28
OLI-VIPORMAS5-GAL	VIPER VAPOCHECK MASTIC 5 GALLON PAIL	1	EACH	292.23
PAV-4599-001	PROPEX 4599 PETROMAT 1009431 3.8M X 110M	1	ROLL	454.48
PVC-TAPESEAL	TAPE MOLDABLE SEALANT DBL SIDED 2" X 50' (12/case)	3	ROLL	178.39
PVC-TAPESEAL-001	TAPE MOLDABLE SEALANT DBL SIDED 4" X 50'	3	ROLL	254.83
PVC-VYNABOND-12O	VYNABOND ADHESIVE - 12 OZ CAN	2	EACH	6.47
SER-BMPCURB	BMP CURB INLET FILTER (CIF6048) (4') CB SOCK	53	EACH	1875.38
SER-BMPDONUT-002	BMP DONUT HIGH FLOW (4CBD2416HF) 24" X 16" (YELLOW)	163	EACH	7363.95
SER-BMPSILTSAC	BMP SILTSACK 21" X 18" X 3' LOGO'D VM #SSC2118	173	EACH	8033.69
SER-BMPSILTSAC-005	BMP OVERFLOW SILTSACK 24" X 24", CB SACK (DDS2424OF)	268	EACH	11865.72
SER-CATCHBASIN	BMP CATCH BASIN LOG (CBW8009) (7') CB SOCK	36	EA	1440
SER-DANDY2-BAG	DANDY BAG 24" X 24"	6	EACH	263.5
SER-DRAINGAURD	BMP DRAIN GUARD 36" X 48" DGD3648 (15/BOX)	10	EACH	368.33
SER-SILTSACK	BMP SILT SACK 21" X 18" X 3' YELLOW (SSC2118HF)	43	EACH	2322.21
SFA-1198-001	NILEX 1198 (PROPEX 111F) WOVEN 3.81M X 91.44M	0	ROLL	91.15
SIE-OP570070	SIERRASCAPE WIRE FORMS GALVANIZED 9'-3.6" X 18" X 18"	486	EACH	54401.79
SIE-STRUTBLACK-001	W4.0 WIRE, 1.5" HOOKS	8533	EACH	8460.26
SIE-STRUTGALV-001	STRATA GALV. STRUTS	6522	EA	9443.83
SIE-STRUTS	WIRE SUPPORT STRUTS - OPS42447LK (LLR) -100 PER BAG	49.8	BAG	10446.67
SIE-STRUTS-70D	WELDED WIRE BLACK SIERRASLOPE STRUTS 70 DEG	2400	EACH	1591.01
SIE-STRUTS-90D	WELDED WIRE BLACK SIERRASLOPE STRUTS - 90 DEG	4030	EACH	2843.1
SIE-WELDEDWIRE-70D	WELDED WIRE BLACK SIERRASLOPE FORMS 70 DEG	15	EACH	657.94
SIE-WELDEDWIRE-90D	WELDED WIRE BLACK SIERRASLOPE FORMS 90 DEG	79	EACH	4031.05
SIE-WWFBLACK00-1	STRATA CAGES WELDED WIRE 4" X 4" OPENINGS, W4.0 WIRE	1018	EACH	36234.18
SIE-WWFGALV-001	STRATA CAGES GALV. 4" X 4" OPENINGS	504	EA	28437.08
SIL-2130-304	NILEX SILT FENCE (NO STAKES) - 3' X 1,000' (304.8 LM) - FAB	27	ROLL	5216.34
SIL-2130WB	36" SILT FENCE, W/ 24" WIRE BACK X 100'	8	EACH	559.85
SIL-2130WS	NILEX SILT FENCE W/STAKES (6' SPACING) 3' X 100' - FAB	379	ROLL	20668.9
SIL-STAKES-002	1.5" X 1.5" X 48" (WOOD) SILT STAKE (4 FEET)	2916	EACH	4418.52
SIL-STAKES-202	1.25 X 1.25 X 24" WOOD (WATTLE) STAKE (2FEET)	7633	EACH	8573.14
UXG-SG120-001	SG 1200 3.8M X 91M (12.5') (DISC/USE - SGU 200 TYPE)	1	ROLL	1405.07
UXG-SG150-001	SG 150 1.905M X 43.89M (DISC/USE - SGU 30 / SGB 30 TYPE)	20	ROLL	2648.55

Nilex Inc Canada – Saskatoon Inventory as of September 30, 2022

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Value</u>
UXG-SG550-002	SG 550 1.83M X 91.4M (DISC/USE - SGU 120 TYPE)	1	ROLL	387.78
UXG-SGB30-200	SGB 30 BIAxIAL STRATAGRID 3.81 M X 43.89 M (200 SY)	3	ROLL	737.55
UXG-SGU120-200	SGU 120 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	27	ROLL	11133.33
UXG-SGU150-200	SGU 150 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	19	ROLL	10056.65
UXG-SGU180-200	SGU 180 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	9	ROLL	5981.17
UXG-SGU60-200	SGU 60 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	17	ROLL	5223.84
UXG-SGU80-200	SGU 80 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	36	ROLL	11900.34
UXG-SLEEVE IT-SD1	SLEEVE IT SD1	75	EACH	5172.53
UXG-STRATAMESH	STRATAMESH (240 SY) 2.43 M X 82.296 M (8' X 270')	12	ROLL	6534.76
UXG-UX1600SB-001	UX1600SB UNIAXIAL GEOGRID 1.33M X 61M	10	ROLL	1434.57
WEX-PP5-008	TRM, EXCEL PP5-8, 2.44M X 34.29M (8' X 112.5') 8 OZ	20	ROLL	5107.47
WEX-PP5-010	TRM, EXCEL PP5-10, 2.44M X 34.29M (8' X 112.5') 10 OZ	5	ROLL	1650.24
WOV-BULK BAG-002	BULK BAG, WOVEN PP, 35" X 35" X 35", 1,500KG (3,300 LBS)	44	EACH	716.61
WOV-NILEX2002-002	NILEX 2002 WOVEN 3.81M X 131.67M (12.5' X 432')	4	ROLL	1283.56
WOV-NILEX2002-003	NILEX 2002 WOVEN 5.33M X 94.18M (17.5' X 309')	139	ROLL	49195.22
WOV-NILEX2006-003	NILEX 2006 WOVEN 3.81M X 110M (12.5' X 360')	12	ROLL	4699.38
WOV-NILEX2006-005	NILEX 2006 WOVEN 5.33M X 78.64M (17.5' X 258')	34	ROLL	14821.43
WOV-NILEX2006-205	NILEX 2006 WOVEN 2.665 M X 78.64 M (8.75' CUT)	2	ROLL	334.7
WOV-NILEX2006-PAR	NILEX 2006 WOVEN - PARTIAL - FAB (M ²)	364.7012	M2	300.66
WOV-NILEX2044-001	NILEX 2044HF WOVEN 4.57M X 91.44M (15' X 300') (4x4HF / 570H	8	ROLL	11021.82
WOV-NILEX915HSW-001	NILEX HS WOVEN 915HSW 4.57M X 91.44M (15' X 300') (TenCate)	25	ROLL	36839.13
WOV-SILT-CUR	WOVEN SILT CURTAIN (ENTER SIZE) - FAB (IN/OUT ONLY)	2	EACH	1720
	Total	80,491.26		1,435,587.34

Nilex Inc Canada – Pacific True Blue Yard Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
SIE-OPS70070	SIERRASCAPE WIRE FORMS GALVANIZED 9'-3.6" X 18" X 18"	1,675.00	EACH	200,907.64
SIE-OPS70570HD	SS WIRE FORMS HD - OPS70570	250.00	EACH	22,515.35
SIE-STRUTS	WIRE SUPPORT STRUTS - OPS42447LK (LLR) -100 PER BAG	131.00	BAG	28,845.22
SIE-STRUTS-90D	WELDED WIRE BLACK SIERRASLOPE STRUTS - 90 DEG	3,100.00	EACH	2,131.25
SIE-WELDEDWIRE-70D	WELDED WIRE BLACK SIERRASLOPE FORMS 70 DEG	150.00	EACH	6,475.75
SIE-WELDEDWIRE-90D	WELDED WIRE BLACK SIERRASLOPE FORMS 90 DEG	500.00	EACH	25,353.77
	Total	5,806.00		286,228.98

Nilex Inc Canada – Ontario Main Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
AQU-DD3650	DOUBLE DAM 36" X 50'	15.0000	EACH	26,025.23
AQU-DD4850	DOUBLE DAM 48" X 50'	2.0000	EACH	6,959.23
BXG-BX112040-001	BX112040 BIAxIAL GEOGRID - 3M X 50M - (OLD CODE)	1.0000	ROLL	307.18
BXG-BX112060-002	BX112060 BX GRID 4M X 50M (Old Code, Now BX112075SD)	12.0000	ROLL	3,188.17
BXG-BX112075SD	BX112075SD BIAxIAL GEOGRID 3.93 M X 75 M (12.9' X 246')	145.0000	ROLL	88,431.42
BXG-BX122060-001	BX122060 BIAxIAL GEOGRID - 4M X 50M (OLD CODE)	38.0000	ROLL	24,901.97
BXG-DGBX1100-001	DURAGRID BX1100 BX-GRID 3.93M X 75M (12.9' X 246')	9.0000	ROLL	2,866.67
BXG-DGBX1200-001	DURAGRID BX1200 BX-GRID 3.93M X 50M (12.9' X 164')	39	ROLL	12323.98
BXG-DGBX1515-003	DURAGRID BX1515 BX-GRID 3.93M X 75M (12.9' X 246')	28	ROLL	5978.3
BXG-DGBX2020-001	DURAGRID BX2020 BX-GRID 3.93M X 75M (12.9' X 246')	110	ROLL	34742.28
BXG-DGBX2020-003	DURAGRID BX2020 BX-GRID 3.93M X 50M (12.9' X 164')	1	ROLL	194
BXG-DGBX3030-001	DURAGRID BX3030 BX-GRID 3.93M X 50M (12.9' X 164')	128	ROLL	63462.48
BXG-DGEG3030-041	EASYGRID BX3030-4(NW150) CG-GRID 3.93M X 50M	63	ROLL	35772.6
BXG-DGEG3030-061	EASYGRID BX3030-6(NW200) CG-GRID 3.93M X 50M	12	ROLL	10471.35
BXG-DGEG4040-041	EASYGRID BX4040-4(NW150) CG-GRID 3.93M X 45m (147')	18	ROLL	11910.72
BXG-DGEG4040-061	EASYGRID BX4040-6(NW200) CG-GRID 3.93M X 50M	3	ROLL	2584.39
BXG-TYPE1-001	BX1100 - TYPE 1 GRID 3M X 75M (Old Code)	1	ROLL	205.93
DRA-150MMEO	150MM SWD END OUTLET	14	EACH	121.42
DRA-150MMSPL	150MM SWD SPLICE	2	EACH	7.32
DRA-CORNER-001	6" SWD CORNER FITTING 10/BOX	7	EACH	16.76
DRA-ENVIROSPAN-001	ENVIRO-SPAN - 900742C - 42" EFFECTIVE LENGTH	10	EACH	17494.19
DRA-ENVIROSPAN-003	ENVIRO-SPAN - 920742C - CONNECTOR UNIT	9	EACH	1965.98
DRA-PD18-001	PD18 (4') SHEET DRAIN- 200 SQFT	20	ROLL	2420.24
DRA-PD18-002	PD18 (6') SHEET DRAIN- 300 SQFT	22	ROLL	3978.75
DRA-PD20-001	PD20 (4') SHEET DRAIN - 1.22M X 15.23M	23	ROLL	3418.34
DRA-SWD6-002	SWD6 STRIP DRAIN 150MM X 50M	1	ROLL	206.69
DRA-WD15-001	WD15 (4') SHEET DRAIN - 1.2 M X 15.23 M	8	ROLL	1111.07
DRA-WD15-004	WD15 (6.5') SHEET DRAIN - 1.98M X 15.23M	19	ROLL	3280.09
ECB-C32-001	NILEX C32 RECB, COCO, PHOTO NET- 2.44M X 34.3M (8' X 112.5')	206	ROLL	17560.05
ECB-C32-BD1	NILEX C32BD BN RECB, COCO,BIONET-2.44M X 34.3M (8' X 112.5')	17	ROLL	2118.37
ECB-S31-001	NILEX S31 RECB, SINGLE SIDE STRAW -2.44M X 34.3M (8' X 112.5')	73	ROLL	2305.73
ECB-S31-BD1	NILEX S31BD BN RECB, STRAW, BIO NET-2.44M X 34.3M(8' X 112.5')	56	EACH	3441.88
ECB-S32-001	NILEX S32 RECB DOUBLE SIDE STRAW - 2.44M X 34.3M (8' X 112.5')	84	ROLL	3805.6
ECB-S32-BD1	NILEX S32BD BN RECB, STRAW, BIO NET-2.44M X 34.3M(8' X 112.5')	186	ROLL	16921.59
ECB-SC32-001	NILEX SC32 RECB STRAW/COCO, PHOTO-2.44M X 34.3M(8' X 112.5')	66	ROLL	4048.16
ECB-SC32-BD1	NILEX SC32BD RECB STRAW/COCO, BIO - 2.44M X 34.3M(8' X 112.5')	71	ROLL	6790.38
ERO-ANCHOR-003	ARMORMAX - JACKJAW (INSTALLATION TOOL)	1	EACH	1212.93
ERO-ANCHOR-D01	TYPE B2, DRIVE ROD, 6' (72"/1.83M)	1	EACH	300
ERO-CARABINEER	TERRAFIRMA, 1/2" CARABINEER CLIPS (ADDITIONAL UNIT)	50	EACH	263.32
ERO-COIR400-012	COIR 400 EROSION CONTROL MATT 2M X 50M	44	ROLL	6023.26
ERO-COIRLOG-002	COIR EROSION CONTROL LOG 12" X 7.5'	4	EACH	212.34
ERO-ENVBAGS-001	ENVIROLOK SAND/SOIL BAG WITH TIE	2035	BAG	7580.48
ERO-ENVSPIKES-001	ENVIROLOK LOCKING SPIKES 200/BX	947	EACH	199.5
ERO-GEOJUTEPL-002	GEOJUTE - 1.22M X 68.58M	28	ROLL	7036.8
ERO-PAVEDRAIN-001	PAVEDRAIN - (ARCHED BLOCKS)	900	EACH	4657.6
ERO-PAVEDRAIN-004	PAVEDRAIN - BLOCK (HALF BLOCK UNITS)	744	EACH	2232
ERO-PAVEDRAIN-005	PAVEDRAIN - BLOCK (SOLID BLOCK UNITS)	419	EACH	2589.42
ERO-TOOL490	490MM CHUCK INSTALLATION TOOL	1	EACH	13.37
ERO-TOOL90	90MM CHUCK INSTALLATION TOOL	3	EACH	33.06
ERO-TWIST12-PIN	12" GRIPPLE TWIST PIN ANCHOR	200	EACH	219.78
ERO-WASHER-PIN	18" TIE DOWN WASHER AND PIN (100 / BOX)	100	EACH	81.71
ERO-WATTLE-122	STRAW WATTLE, UV, 12" X 20' (10/PLT)-SW12	45	ROLL	2032.1
ERO-WATTLE-925	STRAW WATTLE, UV, 9" X 25' (15/PLT)-SW9	36	ROLL	1225.81
FEN-6TPOST-SMO	6' T-POSTS - LIGHT PAINTED, SMOOTH & PUNCHED	11353	EACH	54944.93
FEN-DF410030	FENCE, SNOW GUARD, ORANGE 4' X 100'	198	ROLL	6147.53
FEN-DIAMONDL-CAU	ORANGE DIAMOND SAFETY FENCE CAUTION - 4' X 50'	476	ROLL	13698.19
FEN-FARM-001	FARM FENCE 4' X 330' GALVANIZED	987	ROLL	112624.46
FEN-MESH-002	GREEN SCAFFOLD DEBRIS NETTING 3.048M X 45.72M (10')	5	ROLL	767.19
FEN-SF450	FENCE, SAFETY, ORANGE, 4' X 50'	24	ROLL	373.92
FEN-SFJDR4100	DF410024 ORANGE DIAMOND SAFETY FENCE - 4' X 100'	171	ROLL	10696.44
GAB-LACEWIRE	GABION STEEL LACING WIRE, 55LB COIL	3	ROLL	544.53
GCE-100MMPERF	100MM GEOCEL EGA20 - 2.56 M X 6.52 M PERFORATED	1	ROLL	105.44
GCE-100MMPERF-001	100MM GEOCEL EGA30 - 2.56M X 8.35M PERFORATED	72	ROLL	7612.16
GCE-150MMPERF-CON	150MM GEOCEL EGA306PT - 2.56M X 8.35M PERF 1mm-1.25mm	12	EACH	2003.48
GCE-200MMPERF-001	200MM - 8" GEOCEL - 2.56 M X 8.35 M PERFORATED	45	ROLL	12502.07
GCE-200MMPERF-002	200MM GEOCEL - 2.56M X .87M PERF TEXT 1.25-1.5MM	78	ROLL	2377.07
GCE-ANCHORTL-100	GRIPPLE TL 100 TLA2 3MM Z ANCHOR	50	EACH	708.06
GCE-ECLIC	GEOCEL - ENVIROCLIP - INSTALLATION CHUCK	1	EACH	19
GCE-ECLIP	GEOCEL - ENVIROCLIP - TWIST ANCHOR (TL-TA1) (100/BOX)	239	EACH	541.72
GCE-IF1200MM-001	200MM GEOCEL- 20CM X 5.44 M X 8.35 M -(45.4 M2/PANEL)	1	EACH	474.53
GCE-JHOOK	"J" HOOK 18" w/4" HOOK / TYPE T5	3707	EACH	3869.85

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		Quantity	Unit of Measure	Value
GCE-ZANCHOR	GRIPPLE TL 406 TLA3 4MM Z ANCHOR	110	EACH	2518.36
GCL-BENTOLINER-46M	BENTOLINER 4.72M X 46M	0	ROLL	-94.99
GCL-BENTONITE-POW	BENTONITE, POWDER-GRADE, CP-200, 50LB/BAG	242	BAG	3135.26
GCL-BENTOPOWDR	THRACE EUROBENT BENTONITE POWDER	1	BAG	2.47
GEO-GEORIDGE-BIO	GEORIDGE EROSION BARRIER BIODEGRADEABLE	60	EACH	330.62
GEO-GEORIDGE-BLA	GEORIDGE EROSION BARRIER BLACK FORMED V3	55	EACH	350.16
GLA-1010	ROAD GRID 1010 1.52M X 100M (8501)	1	ROLL	570.2
GLA-8550	GLASGRID 8550 - 1.5M X 150M	6	ROLL	6738.33
LAN-300MLB	300MM (UB12) UNIVERSAL BARRIER 12" X 24"	316	PANEL	1530.26
LAN-600MMUB	600MM (UB24) UNIVERSAL BARRIER 24" X 24"	43	PANEL	803.79
LAN-900MMUB	900MM (UB36) UNIVERSAL BARRIER 36" X 24"	8	PANEL	125.88
MES-BODKIN	BAR, BODKIN, 1.5" X 54", NARROW	94	EACH	366.65
MES-CONNECTOR-DOT	DOT MESA CONNECTORS 19 TOOTH (70PCS/BOX)	2510	EACH	4486.42
MES-CONNECTOR-STA	STANDARD MESA CONNECTORS (300PCS/BOX)	58	BOX	5612.1
MES-CORNER-001	CORNER MESA GREY 40 MPa	24	EACH	57.18
MES-UX1100-MSE	UX1100 MSE 1.33M X 76.2M	56	ROLL	15432.1
MES-UX1400-MSE	UX1400 MSE 1.33M X 76.2M	41	ROLL	11949.3
MES-UX1500-MSE	UX1500 MSE 1.33M X 61M	28	ROLL	9571.47
MES-UX1600-CON	CONCESSION, UX1600 MSE 1.33M X 61M	4	ROLL	1345.46
MES-UX1600-MSE	UX1600 MSE 1.33M X 61M	58	ROLL	24951.45
MES-UX1700-MSE	UX1700 MSE 1.33M X 61M	24	ROLL	14345.43
MIS-SANDBAGS-003	SANDBAGS, UV, 14" X 26", NILEX LOGO, DUFFLE TOP, DISCHARC	4609	EACH	1504
MUL-150MMCORRU-TAF	150MM MULTIFLOW HORIZONTAL CORRUGATED CORR-TAP 06023	23	EACH	392.7
MUL-150MMCPL	150MM MULTIFLOW COUPLERS 06002	39	EACH	431.18
MUL-150MMCRO-SS4	150MM MULTIFLOW CROSS - 4 WAY 06008	60	EACH	1320.34
MUL-150MMCROSS-HOI	150MM MULTIFLOW HOR CROSS - 4 WAY 06018	50	EACH	799.22
MUL-150MMMEC	150MM MULTIFLOW END CAPS 06001	22	EACH	112.81
MUL-150MMEO	150MM MULTIFLOW END OUTLET 06004	12	EACH	108.09
MUL-150MMEO3	150MM MULTIFLOW END OUTLET TO 3" RIGID - 06044	3	EACH	51.97
MUL-150MMHORDB-LW	150MM MULTIFLOW HORIZ DBLE WYE 06016	18	EACH	305.94
MUL-150MMIP	150MM MULTIFLOW INSPECTION PORT 06009	5	EACH	66.76
MUL-150MMMF90	150MM MULTIFLOW 6" 90 ELBOW 0600N	18	EACH	215.65
MUL-150MMMFH90	150MM MULTIFLOW 6" 90 HORIZONTAL 0601N	15	EACH	156.74
MUL-150MMMUL-38M	150MM MULTIFLOW - 38.1LM - 125 FT 06300	93	ROLL	26024.61
MUL-150MMSO	150MM MULTIFLOW SIDE OUTLET 06003	60	EACH	493.85
MUL-150MMTEE	150MM MULTIFLOW TEES 06007	159	EACH	2538.94
MUL-150MMWYE	150MM MULTIFLOW WYE 06005	44	EACH	652.21
MUL-150MMWYE-DBL	150MM MULTIFLOW WYE - DOUBLE 06006	60	EACH	1181.3
MUL-300MMCORRU-TAF	300MM MULTIFLOW HORIZONTAL CORRUGATED CORR-TAP 12023	7	EACH	109.64
MUL-300MMCPL	300MM MULTIFLOW 12" COUPLERS 12002	20	EACH	265.46
MUL-300MMEC	300MM MULTIFLOW END CAPS 12001	28	EACH	151.34
MUL-300MMEO	300MM MULTIFLOW END OUTLET 12004	14	EACH	173.26
MUL-300MMHOR90-CUF	300MM HORIZONTAL 90* COUPLER 1201N	2	EACH	39.84
MUL-300MMISO	300MM MULTIFLOW INLINE SIDE OUTLET TO CORRUGATED 120	6	EACH	374.78
MUL-300MMSO	300MM MULTIFLOW SIDE OUTLET 12003	1	EACH	18.27
MUL-300MMTEE	300MM MULTIFLOW TEES 12007	1	EACH	24.59
MUL-300MMTEE-HOR	300MM MULTIFLOW HORIZONTAL TEES 12017	5	EACH	100.32
MUL-300MMWYE	300MM MULTIFLOW MULTI-PURPOSE 12" WYES 12005	18	EACH	441.21
MUL-450MMCPL	450MM (18") MULTIFLOW COUPLERS 18002	1	EACH	19.86
MUL-450MMEC	450MM MULTIFLOW END CAPS 18001	10	EACH	97.78
MUL-450MMIP	450MM MULTIFLOW INSPECTION PORTS 18009	15	EACH	204.15
MUL-450MMSS	450MM MULTIFLOW SINGLE SIDED 1800M	28	EACH	434.11
MUL-MULTI-001	MULTI-PURPOSE VERTICAL CORRUGATED CORR-TAP 00CTV	2	EACH	30.84
MUL-RIGITAP8	MULTIFLO RIGITAP 8" 08RTP	1	EACH	12.56
MUL-TAPE	MULTIFLOW TAPE	14	ROLL	127.23
NAG-150MMMECOST-BO	150MM (6") ECO STAKES 1000/BX	69	BOX	8967.81
NAG-300MMMECOST-BO	300MM (12") ECO STAKES 500/BX	53	BOX	5552.78
NAG-C700-001	C700BN EROSION CONTROL 2.44M X 13.7M (8' X 45')	1	ROLL	277.29
NAG-GREENSTAKE-001	BIODEGRADABLE PLASTIC GREEN STAKE 6 IN	242	BOX	16348.59
NAG-SC250-001	SC250 TRM, COCO/STRAW, 2M X 16.9M (6.5' X 55.5')	69	ROLL	11417.55
NAG-SEDIMENT	SEDIMAX-FR (SEDIMENT STOP) 2.44MX15.25M (50') BIO 4	16	ROLL	919
NAG-STAPLES6-LOO	WIRE STAPLES 6" X 1" LOOSE 11 GA (1,000 / BOX)	91	BOX	6079.1
NWV-200MMSOCK-55M	200MM (8") NONWOVEN SOCK - 55LM (180') (4545) - FAB	14	ROLL	897.37
NWV-4546-ORG	PROPEX 401 (4546) NON WOV - ORANGE (15') 4.6M X 110M	1	ROLL	628.93
NWV-4591-003	PROPEX 4591 PETROTAC - 0.91M X 13.72M (3')	2	ROLL	294
NWV-DEWATERING-00	NILEX DEWATERING BAG - 10' X 5' (4510C) - FAB	130	EACH	7823.18
NWV-DEWATERING-00	NILEX DEWATERING BAG - 5' X 5' (4510C) - FAB	390	EACH	17692.02
NWV-DEWATERING-00	NILEX DEWATERING BAG - 10' X 10' (4510C) - FAB	94	EACH	9299.7
NWV-DEWATERING-80	NILEX DEWATERING BAG - 10' X 20' (4553) - FAB	64	EACH	7378.77
NWV-DEWATERING-80	NILEX DEWATERING BAG - 5' X 5' (4553) - FAB	316	EACH	5270.41
NWV-F500-001	TEXEL F-500 3.5M X 100M	2	ROLL	1430.67
NWV-MIRAFI160-001	MIRAFI 160N NONWOVEN 4.57M X 91.44M (15' X 300')	16	ROLL	8671.49

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		Quantity	Unit of Measure	Value
NWV-NILEX4510-001	NILEX 4510C NONWOVEN (CIVIL) 4.57M X 91.44M (15' X 300')	20	ROLL	17374.65
NWV-NILEX4512-002	NILEX 4512E NONWOVEN (ENVIRO) 4.57M X 91.44M (15' X 300')	6	ROLL	6653.22
NWV-NILEX4545-001	NILEX 4545 NONWOVEN 4.57M X 109.73M (15' X 360')	68	ROLL	31626.06
NWV-NILEX4545-002	NILEX 4545 NONWOVEN 2.29M X 109.73M (7.5' X 360')	340	ROLL	66260.19
NWV-NILEX4546-001	NILEX 4545 NONWOVEN 4.57M X 109.73M (15' X 360')	59	ROLL	24310.96
NWV-NILEX4546-002	NILEX 4546 NON WOV 3.81M X 110M (12.5' x 360')	121	ROLL	44606.75
NWV-NILEX4546-006	NILEX 4546B Special NON WOVEN 2.3M X 110M -	21	ROLL	4457.3
NWV-NILEX4546-007	NILEX 4546B SPECIAL NON WOVEN 1.53M (5') X 110M *PALLETIZI	43	ROLL	6769.24
NWV-NILEX4546B-001	NILEX 4546B Special NON WOV 4.6M X 110M	22	ROLL	8366.56
NWV-NILEX4551-001	NILEX 4551 NONWOVEN 4.57M X 91.44M (15' X 300')	131	ROLL	62662.12
NWV-NILEX4551-005	NILEX 4551 NONWOVEN 1.524M X 91.44M (5' X 300')	44	ROLL	8022.78
NWV-NILEX4553-001	NILEX 4553 NONWOVEN 4.57M X 91.44M (15' X 300')	42	ROLL	25442.06
OLI-RHINOSKIN-16M	RHINOSKIN 16ML - 12' X 3,000 LF (3344.51M2)	2103.25	M2	2764.88
OLI-TAPECOAT	TAPECOAT G25 BLACK TAPE 1 SIDED 4" X 100'	1	ROLL	63.25
PEP-100MMDWCPL	100MM DUAL WALL COUPLER	10	EACH	518.43
PEP-100MMDWS-6LM	100MM DUAL WALL PIPE SOLID -6.096 LM (20 FT)	10	ROLL	491.34
PVC-30MILIG-SO3	30MIL IG PVC, SOLMAX 2.16M X Various	790.66	M2	4317.79
PVC-TAPESEAL	TAPE MOLDABLE SEALANT DBL SIDED 2" X 50' (12/case)	459	ROLL	17742.06
PVC-TAPESEAL-001	TAPE MOLDABLE SEALANT DBL SIDED 4" X 50'	70	ROLL	5213.31
SER-1964-001	DUFFLE BAG/SPOUT 36" X 36" X 36" PLAIN WHITE	460	EACH	5851.2
SER-SILTSACK-TPA	SILT SACK 24" X 24" X 36", TYPE "A"	219	EACH	9938.66
SER-SILTSOXX08-060	FILTREXX / SILTSOXX 8" X 198' (60M)	1	EACH	238.2
SER-SILTSOXX12-108	FILTREXX / SILTSOXX 12" X 108' (33M)	12	EACH	3494.14
SER-SILTSOXX18	FILTREXX / SILTSOXX 18" X 50' (15M)	9	EACH	2613.68
SIE-OPS22550	BLACK STRUTS 0.243' X 25.5' LONG	6661	EACH	5195.58
SIE-OPS60045	BLACK STEEL FORMS 10' X 18" X 18"	708	EACH	23534.8
SIE-OPS80090	SIERRASCAPE GALV WIRE FORMS RECTANGULAR 9'-3.6" X 18")	274	EACH	23699.18
SIE-STRUT80-090	LOCKING TAIL STRUTS - OPS42013LK-BAG (GALV. SSCAPE - LD;	226	EACH	452.98
SIL-2130-001	NILEX 2130(3oz)SILT FENCE MASTER 36"X3000' (Length may vary)	836.1226	M2	398.72
SIL-2130WB	36" SILT FENCE, W/ 24" WIRE BACK X 100'	5	EACH	342.72
SIL-2130WB-001	48" SILT FENCE, W/ 36" WIRE BACK X 100' (2" X 4" OPENING)	541	ROLL	53560.82
SIL-2130WB-TIE	METAL TIRE WIRE, ROLL	6	ROLL	96
SIL-FENCE-001	4' LD SILT FENCE BLACK - 10' SPACING 3' X 100' (11 STAKES)	196	ROLL	5717.54
SIL-FENCE-002	5' HD SILT FENCE BLACK 6' SPACING 3' X 100' (16 STAKES) MTO	44	ROLL	1622.56
SIL-STAKES-001	1" X 2" X 18" WOOD (WATTLE) STAKE (1.5 FEET)	94	EACH	49.51
SIL-STAKES-003	1.5" X 1.5" X 36" (WOOD) SILT STAKE (3 FEET)	25	EACH	23
SIL-STAKES-202	1.25 X 1.25 X 24" WOOD (WATTLE) STAKE (2FEET)	637	EACH	706.74
TUB-100MMCPLI	100MM (4") TUBING COUPLER - INTERNAL	122	EACH	245.26
TUB-100MMEC	100MM (4") TUBING END CAP	38	EACH	80.49
TUB-100MMELB90	100MM (4") TUBING ELBOW - 90 DEGREE	30	EACH	60
TUB-100MMPWS-30M	100MM (4") TUBING PERFORATED W/ SOCK - 30.48LM (100')	1	ROLL	108.62
TUB-100MMWYE	100MM (4") TUBING WYES (Y)	140	EACH	753.2
TUB-150MMCPLI	150MM (6") TUBING COUPLER - INTERNAL	6	EACH	30.05
TUB-150MMEC	150MM (6") TUBING END CAP	88	EACH	338.8
TUB-150MMP-30M	150MM (6") TUBING PERFORATED PIPE - 30.48LM (100')	1	ROLL	81.98
TUB-150MMPWS-30M	150MM (6") TUBING PERFORATED W/ SOCK - 30.48LM (100')	23	ROLL	4451.69
TUB-150MMREDUE	150MM (6") TUBING REDUCER 6" TO 4"	1	EACH	5.19
TUB-150MMTEE	150MM (6") TUBING TEE / 6" X 6" X 4" STYLE	80	EACH	673.7
TUB-150MMTEE66	150MM (6") TUBING TEE / 6" X 6" X 6" STYLE	35	EACH	359.46
TUB-150MMWYE	150MM (6") TUBING WYES (Y)	61	EACH	1106.23
TUB-200MMCPL	200MM (8") SPLIT COUPLER	5	EACH	22.4
TUB-250MMSCPL	250MM (10") SPLIT COUPLER	10	EACH	48.58
TUB-300MM250MM	12" X 10" REDUCER	3	EACH	62.03
TUB-300MMCPL-001	300MM (12") SPLIT COUPLER	3	EACH	14.69
TUB-50MM-TEE	50MM TUBING TEES	14	EACH	36.25
TXG-TX160-001	TX160 TRIAX GEOGRID 4M X 75M	9	ROLL	9678.7
UXG-BODKIN-BAR	4.5" X 54" WIDE BODKIN BAR	32	EACH	228.08
UXG-SG150-001	SG 150 1.905M X 43.89M (DISC/USE - SGU 30 / SGB 30 TYPE)	42	ROLL	5300.61
UXG-SG150-002	SG 150 3.81M X 43.89M (DISC/USE - SGU 30 / SGB 30 TYPE)	60	ROLL	14748.45
UXG-SG650-002	SG 650 1.905M X 87.78M (DISC/USE - SGU 150 TYPE)	18	ROLL	8308.35
UXG-SG700-CON	SG 700 1.83M X 91.4M (DISC/USE - SGU 180 TYPE)	2	ROLL	1179.17
UXG-SGU100-200	SGU 100 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	20	ROLL	7728.3
UXG-SGU60-200	SGU 60 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	68	ROLL	20580.03
UXG-SGU80-200	SGU 80 UNIAXIAL STRATAGRID 1.905 M X 87.78 M (200 SY)	5	ROLL	1757.05
UXG-SGU80-400	SGU 80 UNIAXIAL STRATAGRID 3.81 M X 87.78 M (400 SY)	6	ROLL	4231.06
UXG-UX1700MSE-TAB	UX1700MSE PRE-CUT TAB 18" 25/PK, 100/BX, 400/PL	85	EACH	800.67
WAT-ERBLOC-PAT	WATERBLOC BARRIER - SELF-ADHESIVE PATCH - 8" X 10"	5	EACH	73.07
WEX-PP5-012	TRM, EXCEL PP5-12, 2.44M X 34.29M (8' X 112.5') 12 OZ	10	ROLL	3438.21
WOV-NILEX2002-001	NILEX 2002 WOVEN 4.57M X 109.7M (15' X 360')	35	ROLL	10721.24
WOV-NILEX2004-002	NILEX 2004 WOVEN 5.33M X 110M (17.5' X 360') - SP. ORDER	1	ROLL	635.81
WOV-NILEX2004-004	NILEX 2004 WOVEN 5.33M X 78.64M (17.5' X 258')	24	ROLL	9365.53
WOV-NILEX2004-006	NILEX 2004 WOVEN 3.81M X 110M (12.5' X 360')	154	ROLL	51652.66

Nilex Inc Canada – Ontario Main Inventory as of September 30, 2022

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Value</u>
WOV-NILEX2006-003	NILEX 2006 WOVEN 3.81M X 110M (12.5' X 360')	149	ROLL	85682.97
WOV-NILEX2044-001	NILEX 2044HF WOVEN 4.57M X 91.44M (15' X 300') (4x4HF / 570H	8	ROLL	10779.12
WOV-NILEXHP-570	NILEX 570HP WOVEN 4.57M X 91.44M (15' X 300') (TenCate/WINFA	25	ROLL	26017.59
WOV-SILT-CUR	WOVEN SILT CURTAIN (ENTER SIZE) - FAB (IN/OUT ONLY)	2	EACH	576
WOV-TURB-001	TURBIDITY CURTAIN -W315 FSC 4X50'	6	EACH	3188.03
WOV-TURB-002	TURBIDITY CURTAIN -W315 FSC 7' X 50'	1	EACH	393.5
WOV-TURB-003	TURBIDITY CURTAIN -W315 FSC 10X50'	12	EACH	5090.27
WOV-TURB-SP1	WOVEN TURBIDITY CURTAIN (ENTER SIZE) - FAB (IN/OUT ONLY)	10	EACH	6050.54
WOV-TURB-SP3	WOVEN TURBIDITY CURTAIN (ENTER SIZE) - FAB (IN/OUT ONLY)	5	EACH	2942.25
	Total	52,042.03		1,714,145.53

Nilex Inc Canada – Pacific True Blue Yard Inventory as of September 30, 2022

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Value</u>
MES-BLOCK-002	BLOCK MESA GREY STANDARD 40 MPa	4,541.00	EACH	36,031.84
MES-CAP-001	CAP MESA GREY 40 MPa	944.00	EACH	5,918.88
MES-CORNER-001	CORNER MESA GREY 40 MPa	674.00	EACH	6,403.00
	Total	6,159.00		48,353.72

Amounts in CAD dollars

Nilex Inc Canada – 1129 Inventory Obsolete Items as of September 30, 2022

Reference	Description	GL Prd	Source	Date	Tranx Dr (Cr)	Balance Dr (Cr)
	General Ledger balance					(56,326.19)
	Reconciled balance					(56,326.19)
	Unreconciled balance					-

Allowance for Obsolete		06/22				(56,326.19)
Location:	South Prairie				(10,590.95)	
	North Prairie				(26,816.57)	
	SK				(1,497.09)	
	Pacific				(8,609.08)	
	Ontario				(8,812.50)	

Inventory - Allowance for Obsolescence

	Pacific - VS, VT		N. Prairie - EDM, Intran		S. Prairie - CM		SM		Ontario - XM, XN		Total	
	Inventory	Provision	Inventory	Provision	Inventory	Provision	Inventory	Provision	Inventory	Provision	Inventory	Provision
Allocate current provision - June 30	2,163,509.67	4,774.06	5,770,622.43	12,733.61	2,474,791.08	5,460.94		-	637,898.40	1,407.60	11,046,821.58	24,376.22
Q1 2019 Provision Required @ 0.5%	1,074,824.25	5,374.12	4,659,009.43	23,295.05	1,387,496.15	6,937.48	239,624.65	1,198.12	1,130,615.36	5,653.08	8,491,569.84	42,457.85
Q1-2019 Entry		(1,727.73)		33.74		786.39		22.05		924.59		39.05
Q2 2019 Provision Required @ 0.5%	1,719,966.72	8,599.83	6,284,250.24	31,421.25	1,437,093.38	7,185.47	284,375.36	1,421.88	1,503,266.16	7,516.33	11,228,951.86	56,144.76
Q2-2019 Entry		3,225.71		8,126.20		247.99		223.75		1,863.25		13,686.91
Q3 2019 Provision Required @ 0.5%	1,162,142.59	5,810.71	4,977,012.34	24,885.06	1,548,796.94	7,743.98	232,847.41	1,164.24	1,302,377.29	6,511.89	9,223,176.57	46,115.88
Q3-2019 Entry		(2,789.12)		(6,536.19)		558.52		(257.64)		(1,004.44)		(10,028.88)
Q4 2019 Provision Required @ 0.5%	1,470,863.91	7,354.32	4,344,067.29	21,720.34	977,185.48	4,885.93	234,426.29	1,172.13	1,207,139.92	6,035.70	8,233,682.89	41,168.41
Q4-2019 Entry		1,543.61		(3,164.73)		(2,858.06)		7.89		(476.19)		(4,947.47)
Q1 2020 Provision Required @ 0.5%	1,240,109.64	6,200.55	4,187,227.02	20,936.14	1,211,581.19	6,057.91	191,770.76	958.85	998,707.13	4,993.54	7,829,395.74	39,146.98
Q1-2020 Entry		(1,153.77)		(784.20)		1,171.98		(213.28)		(1,042.16)		(2,021.44)
Q2 2020 Provision Required @ 0.5%	1,564,851.05	7,824.26	4,439,252.52	22,196.26	1,153,639.70	5,768.20	254,711.92	1,273.56	996,977.52	4,984.89	8,409,432.71	42,047.16
Q2-2020 Entry		1,623.71		1,260.13		(289.71)		314.71		(8.65)		2,900.18
Q3 2020 Provision Required @ 0.5%	1,696,349.21	8,481.75	3,763,423.89	18,817.12	1,527,400.38	7,637.00	313,029.03	1,565.15	1,149,617.68	5,748.09	8,449,820.19	42,249.10
Q3-2020 Entry		657.49		(3,379.14)		1,868.80		291.59		763.20		201.94
Q4 2020 Provision Required @ 0.5%	1,758,676.47	8,793.38	3,491,662.06	17,458.31	1,550,756.32	7,753.78	368,339.02	1,841.70	1,201,055.34	6,005.28	8,370,489.21	41,852.45
Q4-2020 Entry		311.64		(1,358.81)		116.78		276.55		257.19		(396.65)
Q4 2020 Provision Required @ 0.5%	1,756,611.83	8,783.06	3,380,319.50	16,901.60	1,540,740.31	7,703.70	368,386.58	1,841.93	1,200,969.13	6,004.85	8,247,027.35	41,235.14
Q4-2020 Entry		(10.32)		(556.71)		(50.08)		0.24		(0.43)		(617.31)
Q1 2021 Provision Required @ 0.5%	1,916,617.35	9,583.09	3,106,281.08	15,531.41	1,777,929.18	8,889.65	325,102.47	1,625.51	1,194,463.83	5,972.32	8,320,393.91	41,601.97
Q1-2021 Entry		800.03		(1,370.19)		1,185.94		(216.42)		(32.53)		366.83
Q2 2021 Provision Required @ 0.5%	2,209,150.99	11,045.75	4,179,982.26	20,899.91	2,241,674.35	11,208.37	302,866.27	1,514.33	1,620,046.38	8,100.23	10,553,720.25	52,768.60
Q2-2021 Entry		1,462.67		5,368.51		2,318.73		(111.18)		2,127.91		11,166.63
Q3 2021 Provision Required @ 0.5%	1,812,161.88	9,060.81	4,645,818.90	23,229.09	2,255,131.24	11,275.66	301,281.90	1,506.41	1,866,012.14	9,330.06	10,880,406.06	54,402.03
Q3-2021 Entry		(1,984.95)		2,329.18		67.28		(7.92)		1,229.83		1,633.43
Q4 2021 Provision Required @ 0.5%	1,729,148.77	8,645.74	5,180,523.02	25,902.62	2,821,923.02	14,109.62	311,120.83	1,555.60	1,596,104.12	7,980.52	11,638,819.76	58,194.10
Q4-2021 Entry		(415.07)		2,673.52		2,833.96		49.19		(1,349.54)		3,792.07
Q1 2022 Provision Required @ 0.5%	1,831,496.21	9,157.48	5,393,206.95	26,966.03	2,515,176.23	12,575.88	301,111.44	1,505.56	1,559,512.82	7,797.56	11,600,503.65	58,002.52
Q1 2022 Entry		511.74		1,063.42		(1,533.73)		(50.05)		(182.96)		(191.58)
Q2 2022 Provision Required @ 0.5%	2,009,630.76	10,048.15	5,687,554.52	28,437.77	2,722,049.83	13,610.25	343,441.87	1,717.21	1,781,245.20	8,906.23	12,543,922.18	62,719.61
Q2 2022 Entry		890.67		1,471.74		1,034.37		211.65		1,108.66		4,717.09
Q3 2022 Provision Required @ 0.5%	1,721,816.32	8,609.08	5,363,314.89	26,816.57	2,118,189.55	10,590.95	299,417.55	1,497.09	1,762,499.25	8,812.50	11,265,237.56	56,326.19
Q3 2022 Entry		(1,439.07)		(1,621.20)		(3,019.30)		(220.12)		(93.73)		(6,393.42)

Amounts in USD dollars

Nilex USA Inc. – Inventory Breakdown by Location as of September 30, 2022

<u>Location</u>	<u>Name</u>	<u>Actual Cost</u>
DEN	Denver Main Inventory	\$ 666,131.43
SLC	Salt Lake City Main Inventory	691,244.71
	Total	\$ 1,357,376.14

Nilex USA Inc. – Denver Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
ACE-FIBER	ACE FIBER XP .75"/19mm (152.3 TE PER BOX)	3,046.0000	TE	16,516.61
ACE-FIBER15	ACE FIBER XP 1.5" /38MM (152.3 TE PER BOX)	540.4000	TE	2,956.93
ACE-FIBERAQ	ACE FIBER XP AQU .75"/19MM (228.5 TE PER BOX)	428.4400	TE	2,270.73
AQP-AQUAPATCH50LB	AQUA PATCH (50 LB / BAG) - ASPHALT/CONCRETE REPAIR	128.0000	BAG	4,070.38
BXG-NILEXTYPE1	NILEX TYPE 1 BIAXIAL GEOGRID 13.1' X 246 FT	66.0000	ROLL	13,453.93
BXG-NILEXTYPE2	NILEX TYPE 2 BIAXIAL GEOGRID 13.1' X 164 FT	25.0000	ROLL	6,105.00
BXG-NILEXTYPE2001	NILEX TYPE 2 BIAXIAL GEOGRID 13' X 164 FT = 237 SY PER ROLL	1.0000	ROLL	298.14
BXG-SF12	SF12 GeoGrid 12'X150'-200sy/roll	200	SY	397.84
BXG-TLG11	TLG-11 (Type 1) Biaxial Geogrid 12.95' X 246' - 354 SY/ROLL	708	SY	502.09
DRA-JDRAIN400	JDRAIN 400 4' X 50' / 200 SF/ROLL	400	SF	183.06
DRA-JDRTAPE	J-TAPE 2" X 108 FT	7	Each	95.86
DRA-SWD12SIDE	SWD 12" Side Outlet	35	EACH	438.18
DRA-SWD6SIDE	SWD 6" Side Outlet	10	EACH	14.18
DRA-SWDENDCAP6	SWD 6" END CAP	4	EACH	47.33
DRA-SWDRC12	SWD Roll Connector 12"	3	EACH	27.34
ERA-10INCHPINSW200	10 Inch Pins with washers 200 pins per box	1	BOX	50.35
ERA-12IECOSTAKE	12" ECO STAKES - 500/BOX	92	Box	8386.7
ERA-12INCHPINSWASH	12 Inch Pins with washers 100 pins per box	24	BOX	633.96
ERA-18PINESTAKE	18" X 1" (1-1/8") X 1" PINE STAKE - 77855	8525	EACH	2399.71
ERA-18PINS100BOX	18" Pins with washers 100/box	59	ea	1508.82
ERA-24IPINESTAKE	24" X 1" X 1" PINE STAKES	3575	EACH	1605.89
ERA-416EGRDCPNB	6" EG. RING SHANF ROUND METAL CAP NAIL	56	EACH	2319.28
ERA-6IECOSTAKE	6" ECO STAKES - 1000/BOX	93	BOX	8527.18
ERA-ORANGE23LBFENI	ORANGE SAFETY FENCE (DIAMOND) 4' X 100' 23#	138	ROLL	4786
ERA-PINSUPPORT	JMD PIN SUPPORT WASHER FOR ROUND TOP DDRIVER	1	EA	10.58
ERA-ROUNDBIOPINS	5" RoundTop Biodegradable Pins 500/box	13	Box	520
ERA-ROUNDTOPPIN88	8" 8 GA ROUND TOP PINS 500 PER BOX	120	BOX	4187.16
ERA-ROUNDTOPPINS	6" 11GA ROUND TOP PINS 1000 PER BOX	213	BOX	4487.18
ERA-ROUNDTOPPINS8	6" 8 GA ROUND TOP PINS 500 PER BOX	59	BOX	1875.02
ERA-SILTSTAKE4PA	1-1/4" X 1-1/2" X 48" SILT STAKE (4PA) - 150790	81	Each	71.6
ERA-SILTSTAKES	SILT FENCE SSTAKES 4' OAK WOOD	6410	EACH	9047.76
ERA-SILTSTAKES36	36" Silt Stakes 1.5" x 1.5"	100	Each	65
ERA-STAKES1X2X18	18" X 1" X 2" PINE STAKE - 102380	18050	Each	5442.77
ERA-STAKES24N	24" X 1-1/2" X 1-1/2" NOMINAL WOOD STAKE	350	EACH	143.5
ERA-STAKES30CDOT	Stakes 1 1/2x1 1/2 x 30	275	Each	136.05
ERA-STAPLES6T	Staples Factor T - 6" 13ga 1000 per box	1	BOX	55.41
ERA-STAPLES6X11	STAPLES, 6" 11GA 1000 PER BOX	93	BOX	2698.72
ERA-STAPLES6X11500	STAPLE 6" 11GA 500 PER BOX	25.8	Box	336.56
ERA-STAPLES6X11BAG	STAPLES, 6" 11GA 100 PER Bag	0	BAG	-3.09
ERA-STAPLES6X8500	STAPLES 6" 8GA 500 PER BOX	27	box	756.09
ERA-STAPLES8X11	STAPLES 8" 11GA 1000 PER BOX	60	BOX	2304.6
ERA-STAPLES8X11500	STAPLES 8" 11 GA 500 PER BOX	133	Box	2215.22
ERA-STAPLES8X8	STAPLES 8" 8GA 500 PER BOX	300	BOX	10235.61
ERA-TCAP	T-Post Cap	13	EACH	4.37
ERA-WEDGESTAKE18	2" X 4" X 18" WEDGE STAKE - 176282	260	each	125.53
ERA-WEDGESTAKE24	2" X 4" X 24" WEDGE STAKE - 174829	1920	EACH	1286.4
ERA-WEDGESTAKES	2" X 4" X 12" WEDGE STAKE - 135390	3080	EACH	1293.6
ERA-WEDGESTAKES30	30" Wedge Stakes	140	Each	80.06
ERM-AKB1601	RUBBER MOLDED UNIT 8" X 8" X 16"	6	EACH	87.6
ERM-AKB0801	RUBBER MOLDED UNIT 8" X 8" X 8"	3	EA	27
ERM-EVT111212X15	ECOLOGICAL VEHICLE TRACKING 11-12 STYLE, 12' X 15'	9	EACH	2474.95
ERM-FOD7X12	FOD MAT 7' X 12' - D2	3	EACH	7125
ERM-GCIP10SH	GEOCURVE INLET PROTECTION 10' SECTION SHALLOW (4"-7")	2	EACH	76
ERM-GCIP10ST	GEOCURVE INLET PROTECTION 10' SECTION STANDARD (7"-10")	2	EACH	72
ERM-KRUSHRW10	KRUSH RUBBER WATTLE (RED) 120"	61	EACH	3416
ERM-KRUSHRW4	KRUSH RUBBER WATTLE (RED) 48"	14	EACH	430.09
ERM-KRUSHRW6	KRUSH RUBBER WATTLE (RED) 72"	34	EACH	1365.98
ERM-KRUSHRW8	KRUSH RUBBER WATTLE (RED) 96"	28	EACH	1298.03
ERM-MUDMAT	MUD MAT 8' X 15'	179	Each	21923.31
ERM-RCD1WH	MOLDED CHECK DAM FOR L SHAPED CURB LINES 43" X 13" X 3"	12	EACH	594.99
ERM-RRS4X15	Renegade Rumble Strip 4' x 15'	2	EA	2160
ERM-RRS4X8	Renegade Rumble Strip 4' x 8'	2	EA	1088
ERM-SEDIM2440	SEDI-MAT 24" X 40"	13	EACH	650
ERM-YJ24	YELLOW JACKET 2X4	18	EACH	684
ERM-YJ34	YELLOW JACKET 3X4	20	EACH	760
GCE-11REBAR3US	"U" SHAPE 11" REBAR # 3 PINS	453	EACH	702.15
GCL-TILTEX12B	TILTEX 5 M X 20 M, 40MPa CONCRETE (12" THICKNESS)	1	EACH	3870
GEO-GEOPINS160	GEORIDGE PINS- BOX 160 PCS	22	BOX	1625.8
GEO-GEORIDGE	GeoRidge	443	EACH	2223.65
GLA-RG10105X328	GLASS GRID RG1010 5' X 328' (182 SY)	10190.22	SY	24059.62
HYDTACKIFIER300	NILEX TAK 300 25lb Bag	166	EACH	5810

Nilex USA Inc. – Denver Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
MIS-SEALANT	MISC SEALANT	0	EACH	-1.88
MMV-WOODLOK100	WOOD-LOK 100 (100% WOOD) 50 LB BALE	432	EACH	8130
MMV-WOODLOK300	WOOD-LOK 300 (WOOD W/GUAR TACKIFIER) 50 LB BALE	432	EACH	9616.08
NAG-C125100	C125-100 8' X 112.5' 100 SY/ROLL	34	ROLL	2088.01
NAG-C125BN100	C125BN-100-8'x112.5'-100sy/roll	16	ROLL	1611.94
NAG-EA400	Earth Anchors (EA40036wgsdl)	409	EACH	2203.47
NAG-S150100	S150-8'X112.50'-100 SY/ROLL	32	Roll	854.4
NAG-S150BN100	S150BN 100SY 8' X112.5'-100 SY/ROLL	102	Roll	5303.53
NAG-S150BN16	S150BN 16 'X 112.5' SY/ROLL	175	ROLL	18491.67
NAG-S150BN53	S150BN 5.3 'X 112.5' sy/roll	214	ROLL	7785.53
NAG-S150BN8X450	S150BN DOUBLE NET 8' X 450'	0	ROLL	-192
NAG-S75100	S75 8' X 112.5' - 100SY ROLL	60	Roll	1530.58
NAG-SC150100G	SC150-100G 8'X112.5-100 SY/ROLL	100	ROLL	4350
NAG-SC150BN	SC150BN 8' X 112.5-100sy/roll	31	ROLL	2107.65
NAG-SC150BN16	SC150BN 16'X112.5' sy/roll	75	ROLL	9177.33
NAG-SC2508X90C	SC250 8' X 90' (80 SY)	1	ROLL	193.66
NAG-SHOREMAX	ShoreMax 3' x 5', 40#/unit	11	each	886.24
NTR-C3508	C350 8' X 90' (80 SY/ROLL)	5	ROLL	953.46
NTR-P550	P550-6.5'X55.5'-40sy/roll	5	ROLL	1091.8
NTR-P5508	P550 8' X 67.5' (60 sy/roll)	2	ROLL	612
NTR-P550T	P550 Tan-6.5'X65.5'-40sy/roll	6	ROLL	1283.7
NWV-4000138795	Concrete Cloth, CC5 3.63' x 593.8' - 2155.5 ft2 / Roll	2154.5	SF	7771.54
NWV-4000138875	Concrete Cloth, CC5 3.63' x 30.0' - 108.9 ft2 / Roll	648.38	SF	2590.28
NWV-4545125360	MIRIFI 140NL (12.5' X 360' 500SY)	18500	SY	15478.95
NWV-454515360	MIRIFI 140NL (15' X 360' 600SY)	23400	SY	19396.65
NWV-4546125360	MIRAFI 140N 12.5' (12.5' x 360' 500 SQ. YDS. /ROLL)	107	ROLL	36380
NWV-454615360	MIRAFI 140N 15' (15' X 360' 600 SQ. YDS. /ROLL)	30	ROLL	12163.57
NWV-455115300	MIRAFI 160N 15' (15' X 300' 500 SQ. YDS. /ROLL)	5493	ROLL	4815.71
NWV-455315300	MIRAFI 180N 15' (15' X 300' 500 SQ. YDS. /ROLL)	2500	SY	2666.75
NWV-DEWATER10X10	10' X 10' - DEWATERING BAG	15	Each	817.12
NWV-DEWATER3X4	3' X 4' - DEWATERING BAG	37	Each	398.4
NWV-DEWATER4X4	4' X 4' - DEWATERING BAG	16	EACH	214.06
NWV-DEWATER5X10	5' X 10' - DEWATERING BAG	1	Each	14.1
NWV-DEWATER8X8	8' X 8' - DEWATERING BAG	17	EACH	531.78
NWV-NW10015300	NON WOVEN 1001-15' X 300' - 500 SY/ROLL	1500	SY	1603.41
NWV-NW1120N15300	NON WOVEN 1120N 15' X 300' (500SY/ROLL)	2000	SY	3193.4
NWV-NW12015300	NON WOVEN GEOTEX 1201 15' x 300' (500 SY/ROLL)	1000	SY	803.75
NWV-NW16015300	NON WOVEN 1601 - 15' X 300' - 500 SY/ROLL	2000	SY	4773.4
NWV-NW50115360	Non Woven 501-15X360 - 600SY	600	SY	291.34
NWV-NW6015300	NON WOVEN 601 - 15' X 300' / 500 SY/ROLL	17500	SY	13778.77
NWV-NW8015300	NON WOVEN 801 - 15' X 300' - 500 SY/ROLL	22500	SY	15819.71
NWV-S100015300	MIRIFI S1000 (15' X 300' 500 SY)	2000	SY	3613.4
OLI-RHINOMAT1000	RHINOMAT 1000 PANEL 7.2M x 100M	0	EA	-10838.26
OLI-RODHD5B	EXTRUSION ROD, HDPE 5 MM	4	BX	292.4
RPE-LANDSCAPE3X300	LANDSCAPE FABRIC 3' X 300' (POLYSPUN)	1	ROLL	39
SEE-ANNUALRYE	ANNUAL RYE SEED	50	LB	42.5
SEE-CAREFRESEED	LOW MAINTENANCE SEED 5#/ BAG	75	Pound	366.96
SEE-CHAMPIONRYE	TRIPLE STAR RYE 5# BAG	35	LBS	115.55
SEE-DOUGCTYPERM	DOUGLAS COUNTY PERM MIX 50 LB BAG	50	LB	522.15
SEE-DOUGCTYPERM25	DOUGLAS COUNTY PERM MIX 25#/BAG	275	LBS	2884.33
SEE-DOUGCTYPERM5	DOUGLAS COUNTRY PERM MIX 5#/BAG	40	LB	431.66
SEE-DRYLANDPASTURI	DRYLAND PASTURE MIX 50 LB BAG	350	LB	1517
SEE-DRYLANDPASTURI	DRYLAND PASTURE IN 5# BAGS	60	LB	234.09
SEE-DRYLANDPASTURE:	DRYLAND PASTURE MIXx 25#/BAG	150	LBS	680.37
SEE-FOOTHILLSMIX	FOOTHILLS SEED MIX 50 LB BAG	150	LB	816.45
SEE-FOOTHILLSMIX25	FOOTHILLS SEED MIX 25# BAG	50	LBS	254.75
SEE-FOOTHILLSMIX5	FOOTHILLS SEED MIX 5# BAG	40	LBS	123.35
SEE-HERITAGESEED5L	PREMIUM LAWN 5 LB BAG	15	Pounds	53.57
SEE-LOWGROWMIX	LOW GROW SEED MIX 50 LB BAG	350	LB	1141.3
SEE-LOWGROWMIX25	LOW GROW SEED MIX 25#/BAG	175	LBS	777.66
SEE-LOWGROWMIX5	LOW GROW SEED MIX 5 LB BAG	30	LBS	122.55
SEE-RMWILDFLOWER	ROCKY MOUNTAIN WILDFLOWER MIX - 1/2lb / BAG	4.5	lb	125.71
SEE-RMWILDLOWGROI	WILDFLOWER MIX, LOW GROW - 1/2 LB / BAG	6	LBS	158.15
SER-DANDYBAG24RND	Dandy Bag (24" Round)	6	EACH	179.7
SER-DANDYBAG3618	DANDY BAG (36" X 18")	46	EACH	1390.12
SER-DANDYBAG3624	DANDY BAG (36" X 24")	41	EACH	1221.72
SER-DANDYBAG4024	DANDY BAG (40" X 24")	110	EACH	3862.01
SER-DANDYBAG4836	DANDY BAG 48" X 36"	38	EACH	1362.5
SER-DANDYCURBBAGS	DANDY CURB BAGS 36" X 24"	46	Each	2167.1
SER-DANDYCURBBAGS	DANDY CURB BAGS 36" X 18"	40	EACH	1973.9
SER-DANDYCURBBAGS	DANDY CURB BAGS (40" X 24")	80	EACH	4203.34
SER-GRAVELBAG	Gravel Bag	195	EACH	185.45

Nilex USA Inc. – Denver Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
SER-HWWATTLES12	HEAVY WEIGHT WATTLES 12' (150 PC/PLT)	440	Each	12144
SER-SEDIFILT609	SEDIMENT FILTER, ROCK TUBE, 60" X 9"	51	EACH	969.03
SER-SNAKEBAG50	SNAKE BAG 50LB, MONOFILAMENT	223	EACH	1343.24
SER-SNAKEBAGROLLH	SNAKE BAG ROLL, 11" X 750 FT SINGLE ROLL	31	EACH	6467.68
SER-SNAKEBAGROLLH	Snake Bag Roll Lineal Feet	870	LF	241.83
SER-SNAKEBAGS	Snake Bags	230	EACH	347.85
SIL-100G10	100G Silt Fence, OAK Stakes 10ft OC, 100' x 36" / Roll	90	ROLL	2302.41
SIL-100G1000	100G Silt Fence Fabric - 36" x 1000'	250	ROLL	27153.79
SIL-100G104PA	SILT FENCE 100G 100' (4 P.A. ONLY) 10' O.C	47	EACH	1015.3
SIL-100G500	100G SILT FENCE FABRIC - 36" X 500'	47	ROLL	1727.2
SIL-100G7800	FENCE, SILT, 100G MASTER ROLL 36" X 7800'	439738	EACH	42494.08
SIL-WB SILT FENCE W	WIRE BACK SILT FENCE 3' X 100' (2" X 4" W/ WIRE 100GM)	18	ROLL	574.95
SIL-WBSILT FENCEWL	Wire Back Silt fence 3' x 100' (2" x 4" W/Wire 70gm) Blue	29	Roll	859.71
SOL-FLOCLOC	Floc Loc (PAM) in 40# Pails	62	Bag	10149.09
SOL-PLANTAGOTACK	Plantago Tackifier 50# Bag	196	BAG	8580.04
SOL-SUSTANE263BAG	SUSTANE, CONCENTRATED COMPOST 2-6-3, 50 LB BAG	2450	LBS	612.5
SOL-SUSTANE462MHB	Sustane 4-6-2 with Mycorrhizae, Humates, and Biochar in 50#	0	LB	-906.28
SOL-SUSTANE464	Sustane 4-6-4 in 50# bags - 30-20-111	21850	lb	8245.89
SOL-SUSTANE824	Sustane 8-2-4 in 50# bags - 30-55-1111	1600	lb	855.97
TEC-INSTALLKIT	SMART DITCH INSTALL KITS	5	EACH	32.32
TEC-SD24TRAPTAN	24" Smart Ditch 8' / Piece / Trapezoid - Tan	9	EACH	1867.09
TEC-SMARTDITCHTAN1	Smart Ditch 12" Tan Trapezoidal Standard Channel	4	Each	502.79
TUB-12SLPIPE	12" HDPE SMOOTH LINED PIPE 20' SECTIONS	140	LF	815.5
TUB-12SPCOUP	12" HDPE Split Coupler (SC12)	1	EACH	11.77
TUB-18SLPIPE	18" HDPE SMOOTH LINED PIPE 20' SECTIONS	20	LF	223.07
TUB-24SPCOUP	24" HDPE Split Coupler	2	EACH	52.88
TUB-4SPCOUP	4" HDPE Split Coupler	19	EACH	23.75
TUB-6NONPERPIPE	6" Non-Perf Pipe-100'/Roll	400	LF	348
TUB-6SPCOUP	6" HDPE SPLIT COUPLER	13	EACH	38.35
TXG-TX160	TRIAx, TX160 (13.12' X 246') 358.6 SQ YDS. PER ROLL	5379	SY	16190.79
WAT-WATTLE9X25	STRAW WATTLE 9" X 25'	87	EACH	1529.57
WIC-SDSTRIP6412	SITEDRAIN STRIP 6412 GEOCOMPOSITE 12" X 150'	2	EACH	570
WOV-2002125432	Mirafi 500X 12.5' (12.5' x 432' 600 sq. yds. /roll)	9000	SY	4670.25
WOV-201912300	Mirafi FW700 (12' x 300' 400 sq yds /roll)	2400	ROLL	4892.1
WOV-FW402125300	MIRIFI FW402 (12.5' X 300')	3336	SY	6692.05
WOV-H2Ri15300	Mirafi H2Ri 15' x 300' - 500 SQ YDS PER ROLL	1000	SY	5000.9
WOV-RS280i15300	RS280i - 15' (15' x 300' 500 sq yds /roll)	2000	SY	5053.4
WOV-RS580i15300	RS580i 15', 15' X 300' 500 SQ YDS PER ROLL	2500	SY	9683.4
WOV-W104F	Woven 104F 12' X 300'- 400sy/roll	2400	SY	3487.2
WOV-W111F	WOVEN 111F 12.5' X 300" - 417 SY/ROLL	2085.0033	SY	2729.47
WOV-W20015360	WOVEN 200ST-15' X 360" - 600 SY/ROLL	12000	SY	4192.41
WOV-W240015300	Woven 2X2HF-15'X300'-500sy/roll	7000	SY	8505.45
WOV-W300125360	Woven 315ST-12.5'X360'-500sy/roll	2000	SY	1152.42
WOV-W30015300	WOVEN 315ST-15' X 300' / 500 SY/ROLL	8000	SY	3761.85
WOV-W35015300	WOVEN 350ST-15' X 300' / 500 SY/ROLL	1000	SY	1310.67
WOV-W3X3PROPEX	Woven 3X3-15'X300'-500sy/roll	6000	SY	8520
Total		703,270.24		666,131.43

Nilex USA Inc. – Salt Lake City Inventory as of September 30, 2022

		Quantity	Unit of Measure	Value
BXG-10XT12X200	10XT 12', 12' x 200' 267 SQ. YDS PER ROLL	2,403.0000	SY	5,310.64
BXG-3XT12X150	3XT 12' (12' x 150' 200 SQ. YDS. /ROLL)	2,000.0000	SY	2,566.29
BXG-5XT12X150	5XT 12' (12' X 150' 200 SQ. YDS. /ROLL)	2,000.0000	SY	2,946.22
BXG-8XT12X200	8XT 12' (12' X 200', 267 SY PER ROLL)	2,670.0000	SY	4,960.86
BXG-BXG110	Type 1 BXG110 - Mirafi Geogrid 13.1' X 246' (355 SY/ROLL)	4,260.0000	SY	3,067.20
BXG-NILEXTYPE2001	NILEX TYPE 2 BIAXIAL GEOGRID 13' X 164 FT = 237 SY PER ROLL	53.0000	ROLL	13,694.61
DRA-330XLEHD	CULTEC 330XLEHD EHD UNIT	34.0000	EACH	10,058.30
DRA-330XLIHD	CULTEC 330XLIHD INTERMEDIATE UNIT	206	EACH	62843.72
DRA-330XLSHD	CULTEC 330XLSHD STARTER UNIT	34	EACH	10058.3
DRA-902HD	CULTEC RECHARGER 902HD HEAVY DUTY UNIT	242	EACH	84410.39
DRA-902HDEC	CULTEC RECHARGER 902HD EC HEAVY DUTY END CAP	22	EACH	9572.53
DRA-FC48	CULTEC HVLV FC-48 FFEED CONNECTOR	38	EACH	2751.2
DRA-HVLVFC24	CULTEC FC-24 FEED CONNECTOR	47	EACH	1880
DRA-INSPKIT126	CULTEC 12" X 6" INSPECTION PORT KIT	12	EACH	6526.6
DRA-JDRAIN200	JDrain 200 4'X50'-200sf/roll	0	SF	-142.38
DRA-JDRAIN400	JDRAIN 400 4' X 50' / 200 SF/ROLL	2400	SF	1655
ERA-18PINS100BOX	18" Pins with washers 100/box	84	ea	1993.88
ERA-BIOSTAKE6	6" BioStake, 576/box	1	BOX	38.4
ERA-ORANGE10LBFEN	ORANGE SAFETY FENCE 4' X 100' 10#	3	Roll	52.39
ERA-ORANGE23LBFEN	ORANGE SAFETY FENCE (DIAMOND) 4' X 100' 23#	16	ROLL	503.2
ERA-STAKE48	48" X 1.5" X 1.5" STAKE	7175	EACH	9255.75
ERA-STAKES1X2X16	Wooden Stakes - 2" x 1" x 16"	0	EACH	-0.85
ERA-STAKES1X2X18	18" X 1" X 2" PINE STAKE - 102380	4089	Each	1336.94
ERA-STAKES1X2X24	Wooden Stakes - 2" x 1" x 24"	0	EACH	-1.32
ERA-STAPLES6X11	STAPLES, 6" 11GA 1000 PER BOX	119	BOX	4034.47
ERM-EVT111212X15	ECOLOGICAL VEHICLE TRACKING 11-12 STYLE, 12' X 15'	11	EACH	3052.15
ERM-KRUSHRW4	KRUSH RUBBER WATTLE (RED) 48"	13	EACH	383.5
GAB-GABPVC1261	PVC RENO MATRESS 12' X 6' X 1'	6	EACH	840
GCE-BEVWASHER	BEVELED WASHERS GALV	90	EA	45
GCE-CABLELOCK19	BASELOK CABLE LOCK 19" BLACK 310 LB. (100/BAG)	3	BAG	134.11
GCE-GC303WS29	GEOCELL 3" x 17.85' x 27.4' 489 SF	1	EA	256.48
GLA-RG1010	RoadGrid 1010 - 5' x 328'	9	ROLL	4578.8
HYS-HS75E	HYDROSTOR 75 END CHAMBER, HS75E	0	EACH	-352.5
NAG-C125100	C125-100 8' X 112.5' 100 SY/ROLL	140	ROLL	8915.2
NAG-C125BN100	C125BN-100-8'x112.5'-100sy/roll	16	ROLL	1376.11
NAG-EA400	Earth Anchors (EA40036wgsdl)	91	EACH	494.98
NAG-S150100	S150-8'X112.50'-100 SY/ROLL	88	Roll	3053.6
NAG-S150BN100	S150BN 100SY 8' X112.5'-100 SY/ROLL	200	Roll	11399.12
NAG-S75100	S75 8' X 112.5' - 100SY ROLL	85	Roll	2446.21
NAG-SC150100G	SC150-100G 8'X112.5-100 SY/ROLL	59	ROLL	2802.5
NAG-SC15060	SC150-60G 4'X135-60sy/roll	74	ROLL	2024.64
NAG-SC2508X90C	SC250 8' X 90' (80 SY)	35	ROLL	6750.81
NTR-C350	C350-6.5'X55.5'-40sy/roll	8	ROLL	611.2
NTR-C3508	C350 8' X 90' (80 SY/ROLL)	27	ROLL	4905.87
NTR-C700BN65	C700BN 6.5' X 55.5' - 40 SY	4	ROLL	623.38
NTR-P30080	P300-80-6.67'X108'-80sy/roll	13	ROLL	2145.67
NTR-PMESH	MIRAMESH GREEN - 8'X150' (133 SY)	399	SY	458.85
NTR-TMAXHPTRM	TMax High-Performance TRM - 11.5' x 78' rolls (100/sy)	12	ROLL	7960.01
NWV-4546125360	MIRAFI 140N 12.5' (12.5' x 360' 500 SQ. YDS. /ROLL)	31500	ROLL	22518.47
NWV-454615360	MIRAFI 140N 15' (15' X 360' 600 SQ. YDS. /ROLL)	31800	ROLL	22483.48
NWV-455115300	MIRAFI 160N 15' (15' X 300' 500 SQ. YDS. /ROLL)	25500	ROLL	21954.99
NWV-455315300	MIRAFI 180N 15' (15' X 300' 500 SQ. YDS. /ROLL)	30500	SY	32321.24
NWV-DEWATER10X10	10' X 10' - DEWATERING BAG	8	Each	424.81
NWV-DEWATER10X15	10' X 15' - DEWATERING BAG	29	Each	1937.63
NWV-DEWATER5X15	5' X 15' - DEWATERING BAG	7	EACH	313.53
NWV-DEWATER6X6	6' X 6' - DEWATERING BAG	13	Each	308.88
NWV-DFLD4X360	DRAINFIELD GEOTEXTILES 4' X 360'	91	EACH	8736
NWV-MPV400125360	Mirapave MPV 400 12.5' X 360' (500sy/roll)	1500	SY	546.25
NWV-NW1100N15300	Non Woven 1100N 15' X 300' (500sy/roll)	1500	SY	2190
NWV-NW4014360	Non Woven 401-4' X360' / 160sy/roll	35	ROLL	3990.17
OLI-HDPE40MILCUS	40 MIL HDPE CUT LINER SMOOTH BLACK CUSTOM SIZE W X L	0	M2	25
PVC-HH66GAL	ADHESIVE, PVS HH66	1	EACH	55.5
PVC-PVCLINER30MIL	CUSTOM, PVC LINER 30 MIL	2946	SF	1355.16
RPE-LANDSCAPE12X30	LANDSCAPE FABRIC 12' X 300' (POLYSPUN)	16	ROLL	3235.57
RPE-LANDSCAPE3X100	LANDSCAPE FABRIC 3' X 100' (POLYSPUN) RETAIL PACK - 12 / B	4	BOX	820
RPE-LANDSCAPE3X50	LANDSCAPE FABRIC 3' X 50' (POLYSPUN) RETAILI PACK - 24 / BC	6	BOX	1260.35
RPE-LANDSCAPE4X300	LANDSCAPE FABRIC 4' X 300' (POLYSPUN)	68	ROLL	4352
RPE-LANDSCAPE6X300	LANDSCAPE FABRIC 6' X 300' (POLYSPUN)	48	ROLL	4608
RPE-RESN3100RP	WOVEN LANDSCAPE FABRIC - 3' x 100' (Retail Pack - 10)	12	BOX	2640
RPE-RESNPW12	5 OZ NEEDLE PUNCH WOVEN LANDSCAPE FABRIC - 12' X 250'	60	ROLL	11640
RPE-RESNPW3	5 OZ NEEDLE PUNCH WOVEN LANDSCAPE FABRIC - 3' X 250'	168	ROLL	9233.88

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		Quantity	Unit of Measure	Value
RPE-RESNPW3RP20	WOVEN LANDSCAPE FABRIC - 3' x 50' (Retail Pack - 20)	21	BOX	4934.55
RPE-RESNPW4	5 OZ NEEDLE PUNCH WOVEN LANDSCAPE FABRIC - 4' X 250'	121	ROLL	8647.26
RPE-RESNPW6	5 OZ NEEDLE PUNCH WOVEN LANDSCAPE FABRIC - 6' X 250'	120	ROLL	12323.16
RPE-RESNPW8	5 OZ NEEDLE PUNCH WOVEN LANDSCAPE FABRIC - 8' X 250'	125	ROLL	17183.47
SER-DANDYBAG1818	Dandy Bag (18" x 18")	33	EACH	948.75
SER-DANDYBAG2424	Dandy Bag (24" x 24")	14	EACH	412.64
SER-DANDYBAG24RND	Dandy Bag (24" Round)	28	EACH	805
SER-DANDYBAG3030	Dandy Bag (30" x 30")	44	EACH	1265
SER-DANDYBAG3618	DANDY BAG (36" X 18")	102	EACH	2995.26
SER-DANDYBAG3624	DANDY BAG (36" X 24")	61	EACH	1753.75
SER-DANDYBAG4818	DANDY BAG (48" X 18")	42	EACH	1207.5
SER-DANDYBAG4824	DANDY BAG (48" X 24")	125	EACH	3639.7
SER-DANDYBAG4836	DANDY BAG 48" X 36"	37	EACH	1170.67
SER-DANDYCURBBAGS	DANDY CURB BAGS 36" X 24"	31	Each	1772.98
SER-DANDYCURBBAGS	DANDY CURB BAGS 24" X 48"	69	EACH	3140.27
SER-DANDYCURBBAGS	DANDY CURB BAGS 36" X 18"	56	EACH	3122.69
SER-DANDYCURBBAGS	DANDY CURB BAGS (48" X 18")	40	EACH	1820
SER-DANDYSAC2448	DANDY SACK 24" X 48"	34	EACH	1317.5
SER-DANDYSAC3624	DANDY SACK 36" X 24"	28	EACH	917
SER-DT2436	24" X 36" DRAIN TOPPER WITH CURB STOP	33	EACH	1221
SER-DT2448	24" X 48" DRAIN TOPPER WITH CURB STOP	50	EACH	2100
SER-HWWATTLES12	HEAVY WEIGHT WATTLES 12' (150 PC/PLT)	5	Each	146
SER-SNAKEBAGS	Snake Bags	691	EACH	860.24
SIL-100G06	100G Silt Fence, Stakes 6ft OC, 100' x 36" / Roll	136	ROLL	5015.16
SIL-100G10	100G Silt Fence, OAK Stakes 10ft OC, 100' x 36" / Roll	169	ROLL	4167.03
SIL-100G1000	100G Silt Fence Fabric - 36" x 1000'	65	ROLL	7233
SIL-100G7800	FENCE, SILT, 100G MASTER ROLL 36" X 7800'	99000	EACH	5214.03
SIL-ORGMASER31500	Orange Silt Fence - 3200 (3' x 1500')	5	ROLL	1087.5
SIL-WB SILT FENCE W/	WIRE BACK SILT FENCE 3' X 100' (2" X 4" W/ WIRE 100GM)	6	ROLL	222
SIL-WBSILTFENCEWL	Wire Back Silt fence 3' x 100' (2" x 4" W/Wire 70gm) Blue	8	Roll	303.06
TUB-6SLPIPE	6" HDPE SMOOTH LINED PIPE 20' SECTIONS	120	LF	501
WAT-WATTLE12X20	STRAW WATTLE 12" X 20'	42	EACH	1017.8
WAT-WATTLE20X8	STRAW WATTLE 12" X 8'	15	EACH	328.41
WAT-WATTLE9X25	STRAW WATTLE 9" X 25'	330	EACH	6727.9
WOV-2002125432	Mirafi 500X 12.5' (12.5' x 432' 600 sq. yds. /roll)	10800	SY	5288.71
WOV-200215360	Mirafi 500X 15' (15' x 360' 600 sq. yds. /roll)	9000	SY	3802.72
WOV-2006125360	Mirafi 600X 12.5' (12.5' x 360' 500 sq. yds. /roll)	16500	SY	12048
WOV-200615300	Mirafi 600X 15' (15' x 300' 500 sq. yds. /roll)	20000	SY	14933.33
WOV-201912300	Mirafi FW700 (12' x 300' 400 sq yds /roll)	400	SY	540
WOV-203315300	Mirafi HP370 (15' x 300' 500 sq yds /roll)	3000	SY	5010
WOV-HP27015300	Mirafi HP270 (15' x 300' 500 sq yds /roll)	3500	SY	5319.69
WOV-HP57015300	Mirafi HP570 (15' x 300' 500 sq yds /roll)	500	SY	1139.75
WOV-HP57017265	Mirafi HP570 (17x265) 500 sq yds /roll)	12500	SY	27613.13
WOV-RS280i15300	RS280i - 15' (15' x 300' 500 sq yds /roll)	3000	SY	7470
WOV-RS380i15300	RS380i 15' (15' X 300' 500 SQ TDS /ROLL)	7000	SY	26005
WOV-RS580i15300	RS580i 15', 15' X 300' 500 SQ YDS PER ROLL	3500	SY	15324.16
Total		346,610.00		691,244.71

Amounts in USD dollars

Nilex Inc Canada – 1129 Inventory Obsolete Items as of September 30, 2022

Reference	Description	GL Prd	Source	Date	Tranx Dr (Cr)	Balance Dr (Cr)
General Ledger balance						(20,546.84)
Reconciled balance						(20,546.84)
Unreconciled balance						-

Q3 - Denver	44826					10,171.09
Q3 - SLC	44826					10,375.75

Inventory - Allowance for Obsolescence

	Denver - CEN, DEN		Utah - SLC, NAR	
	Inventory	Provision	Inventory	Provision
Current Provision	922,263.88	344.53		
Q1 2019 Provision Required @ 1.5%	957,623.39	14,364.35	449,067.67	6,736.02
Q1-2019 Entry		5,690.10		859.41
Q2 2019 Provision Required @ 1.5%	743,731.91	11,155.98	461,084.23	6,916.26
Q2-2019 Entry		(3,208.37)		180.25
Q3 2019 Provision Required @ 1.5%	885,536.42	13,283.05	469,068.14	7,036.02
Q3-2019 Entry		2,127.07		119.76
Q4 2019 Provision Required @ 1.5%	659,802.31	9,897.03	502,950.81	7,544.26
Q4-2019 Entry		(3,386.01)		508.24
Q1 2020 Provision Required @ 1.5%	693,296.50	10,399.45	550,145.40	8,252.18
Q1-2020 Entry		502.41		707.92
Q2 2020 Provision Required @ 1.5%	594,464.35	8,916.97	483,651.74	7,254.78
Q2-2020 Entry		(1,482.48)		(997.40)
Q3 2020 Provision Required @ 1.5%	595,144.50	8,927.17	315,839.48	4,737.59
Q3-2020 Entry		10.20		(2,517.18)
Q4 2020 Provision Required @ 1.5%	560,638.88	8,409.58	257,251.90	3,858.78
Q4-2020 Entry		(517.58)		(878.81)
Q4 2020 Provision Required @ 1.5%	560,537.63	8,408.06	255,898.93	3,838.48
Q4-2020 Entry		(1.52)		(20.29)
Q1 2021 Provision Required @ 1.5%	565,675.71	8,485.14	463,047.68	6,945.72
Q1-2021 Entry		77.07		3,107.23
Q2 2021 Provision Required @ 1.5%	623,901.44	9,358.52	452,327.05	6,784.91
Q2-2021 Entry		873.39		(160.81)
Q3 2021 Provision Required @ 1.5%	583,688.02	8,755.32	408,991.49	6,134.87
Q3-2021 Entry		(603.20)		(650.03)
Q4 2021 Provision Required @ 1.5%	522,667.30	7,840.01	580,282.32	8,704.23
Q4-2021 Entry		(915.31)		2,569.36
Q1 2022 Provision Required @ 1.5%	593,876.58	8,908.15	520,479.82	7,807.20
Q1-2022 Entry		1,068.14		(897.04)
Q2 2022 Provision Required @ 1.5%	700,763.50	10,511.45	531,132.80	7,966.99
Q2-2022 Entry		1,603.30		159.79
Q3 2022 Provision Required @ 1.5%	678,072.94	10,171.09	691,716.76	10,375.75
Q3-2022 Entry		(340.36)		2,408.76

Schedule 1.1(ee)
Leased Equipment

See attached Excel file.

Nilex Inc – Leased Equipment ⁽¹⁾ as of September 30, 2022

Client	Province/ State	Year	Make	Model	Driver	Original Capital Cost	Residual	Initial Rental Date	Original Term	Months in Service (Nov 22)	Monthly Payment	Remaining Months	2022 Remaining	FY2023	FY2024	FY2025	FY2026	Grand Total
NCI BC2	AB	2014	BOBC	T870		90,031.40	90.31	06/01/15	74	90	1,439.88	-	-	-	-	-	-	-
	AB	2016	KUBO	RTV900XTG-H		13,715.52	13.73	05/01/16	74	79	218.89	-	-	-	-	-	-	-
C1701	AB	2017	RAM	1500		44,135.78	441.11	03/01/17	48	70	768.07	-	-	-	-	-	-	-
C1702	AB	2017	RAM	3500		65,820.35	657.84	04/01/17	48	69	1,143.66	-	-	-	-	-	-	-
C1704	AB	2017	RAM	3500		65,820.35	657.84	04/01/17	48	69	1,143.66	-	-	-	-	-	-	-
C1705	AB	2017	RAM	3500		65,820.35	657.84	04/01/17	48	69	1,143.66	-	-	-	-	-	-	-
T1802	ON	2018	DODGE	JOURNEY GT 4DR		30,666.00	8,586.48	04/09/18	48	57	557.16	-	-	-	-	-	-	-
V1804	BC	2018	DODGE	1500 SLT 4X4 CRE\		38,813.00	10,867.40	03/31/18	48	57	705.18	-	-	-	-	-	-	-
C1801	AB	2018	DODGE	1500 SLT 4X4 CRE\		39,448.29	11,045.73	03/28/18	48	57	716.71	-	-	-	-	-	-	-
E1805	AB	2018	DODGE	1500 SLT 4X4 CRE\		40,175.78	11,249.06	03/28/18	48	57	729.93	-	-	-	-	-	-	-
E1806	AB	2018	DODGE	1500 SLT 4X4 CRE\		40,175.78	11,249.06	03/28/18	48	57	729.93	-	-	-	-	-	-	-
C1807	AB	2018	DODGE	1500 SLT 4X4 CRE\		40,175.78	11,249.06	03/28/18	48	57	729.93	-	-	-	-	-	-	-
C1809	AB	2018	DODGE	1500 SLT 4X4 CRE\		40,175.78	11,249.06	03/28/18	48	57	729.93	-	-	-	-	-	-	-
T1803	ON	2018	DODGE	JOURNEY GT 4DR		30,666.00	8,586.48	04/30/18	48	56	559.21	-	-	-	-	-	-	-
V1808	BC	2018	DODGE	JOURNEY GT 4DR		30,624.00	8,574.72	05/23/18	48	55	561.35	-	-	-	-	-	-	-
E1901	AB	2019	RAM	1500 BIG HORN 4X4 C		43,080.94	12,062.86	01/09/19	48	48	787.76	-	-	-	-	-	-	-
E1902	AB	2019	RAM	1500 BIG HORN 4X4 C		43,080.94	12,062.86	03/14/19	48	46	783.44	2.00	783.44	783.44	-	-	-	1,566.88
E1906	AB	2019	DODGE	3500 BIG HORN 4X		68,314.57	19,128.01	07/08/19	48	42	1,227.86	6.00	1,227.86	6,139.30	-	-	-	7,367.16
T1905	ON	2019	RAM	1500 BIG HORN 4X4 C		42,566.00	11,918.48	08/12/19	48	41	768.86	7.00	768.86	4,613.16	-	-	-	5,382.02
E1907	AB	2019	DODGE	3500 BIG HORN 4X		68,118.04	19,073.08	08/22/19	48	40	1,220.16	8.00	1,220.16	8,541.12	-	-	-	9,761.28
C2001	AB	2020	RAM	1500		45,710.84	10,605.08	07/28/20	48	28	855.59	20.00	855.59	10,267.08	5,989.13	-	-	17,111.80
E2107	AB	2021	RAM	3500		69,703.77	16,202.61	08/20/21	48	15	1,283.30	33.00	1,283.30	15,399.60	15,399.60	10,266.40	-	42,348.90
E2108	AB	2021	RAM	3500		69,703.77	16,202.61	08/20/21	48	15	1,283.30	33.00	1,283.30	15,399.60	15,399.60	10,266.40	-	42,348.90
E2109	AB	2021	RAM	3500		69,843.17	16,202.61	09/22/21	48	14	1,282.93	34.00	1,282.93	15,395.16	15,395.16	11,546.37	-	43,619.62
V2201	BC	2022	RAM	1500		50,015.00	14,003.96	06/07/22	48	6	933.60	42.00	933.60	11,203.20	11,203.20	11,203.20	4,668.00	39,211.20
V2202	BC	2022	RAM	1500		49,790.00	13,941.20	06/07/22	48	6	929.39	42.00	929.39	11,152.68	11,152.68	11,152.68	4,646.95	39,034.38
T2203	ON	2022	RAM	1500		49,660.00	13,904.80	06/09/22	48	6	926.96	42.00	926.96	11,123.52	11,123.52	11,123.52	4,634.80	38,932.32
Total						1,345,851.20	270,483.88				24,160.30	269.00	11,495.39	110,017.86	85,662.89	65,558.57	13,949.75	286,684.46

Photocopiers leased

(1) Amounts in CAD dollars

Nilex USA Inc – Leased Equipment ⁽¹⁾ as of September 30, 2022

Client	Province/					Original Capital		Initial Rental	Original	Months in	Monthly	Remaining	2022					Grand Total	
Asset Id	State	Year	Make	Model	Driver	Cost	Residual	Date	Term	Service (Nov 22)	Payment	Months	Remaining	FY2023	FY2024	FY2025	FY2026		
D1903	CO	2019	RAM		1500	\$46,410.00	\$11,000.00	04-1-2019	48	45	869.00	3.00	869.00	1,738.00	-	-	-	-	2,607.00
S2002	SK		2020 RAM 2500			50,907.84	11,810.40	07/30/20	48	28	952.87	20.00	952.87	11,434.44	6,670.09	-	-	-	19,057.40
D2101	CO		2021 RAM 1500			46,410.00	11,000.00	04/26/21	48	19	913.76	29.00	913.76	10,965.12	10,965.12	3,655.04	-	-	26,499.04
Total						143,727.84	33,810.40				2,735.63	52.00	2,735.63	24,137.56	17,635.21	3,655.04	-	-	48,163.44

Photocopiers leased

(1) Amounts in USD dollars

Schedule 1.1(jjj)

Permits

All permits associated with the general operation of the businesses of Nilex Inc. and Nilex Inc. USA as well as all permits associated with the Edmonton, Calgary, and Surrey, BC facilities.

Schedule 1.1(nnn)

Prepaid Expenses

Available on request, subject to confidentiality restrictions.

Schedule 1.1(uuu)

Real Property

1. Calgary Premises Lease dated March 1, 2008 between ADAK Properties Canada Inc. and Nilex Inc. in respect of 9222 40th St SE, Calgary, Alberta, as amended by Lease Extension Agreement dated March 15, 2013, Second Lease Extension Agreement dated March 1, 2015, Third Lease Extension Agreement dated May 1, 2016, Fourth Lease Extension Agreement dated April 1, 2019 and Amendment to Fourth Lease Extension Agreement dated May 1, 2020
2. Offer to Lease dated April 19, 2013 between Adak Investments Canada ULC and Nilex Inc. in respect of 6810 – 8th Street, Edmonton, Alberta and Lease Agreement dated April 25, 2014, as amended by Lease Amending Agreement dated September 1, 2016 and Lease Amending Agreement dated May 1, 2020
3. Lease dated October 18, 2018 between Dukes Building Supplies Inc. and the Vendor, in respect of a portion of 100 Royer Way, Fort McMurray
4. Lease dated October 5, 2016 between Kelfor Properties Inc. and the Vendor, in respect of 18877 – 96 Ave, Surrey, BC, as amended by a Lease Amending Agreement dated May 15, 2017
5. Concord Ontario Premises Lease dated December 20th, 2013 between Stellarbridge Management Inc., and the Vendor, in respect of Unit 2 of the Building municipally known as 40 Audia Court, Concord, Ontario comprising approximately 21,677 square feet as amended by Lease Renewal Agreement dated December 12th, 2021
6. Lease Agreement dated December 3, 2019 between 101003967 Saskatchewan Ltd. o/a 4R Holdings and the Vendor, in respect of #4, 3003 Millar Ave
7. Premises Lease dated February 14, 2015 between SATT Management LLC and Nilex US in respect of 425 North Neil Armstrong Road, Salt Lake City, Utah 84116, as amended by a Mutual Agreement to Extend Lease dated November 19, 2020
8. Commercial Lease dated November 1, 2020 between 15354 Hinsdale LLC and Nilex USA, in respect of 15354 E. Hinsdale Circle, Centennial, Colorado 80112

Schedule 2.3
Assumed Liabilities

None.

Schedule 3.1.(a)

Closing Statement

See attached Excel file.

Schedule 3.4

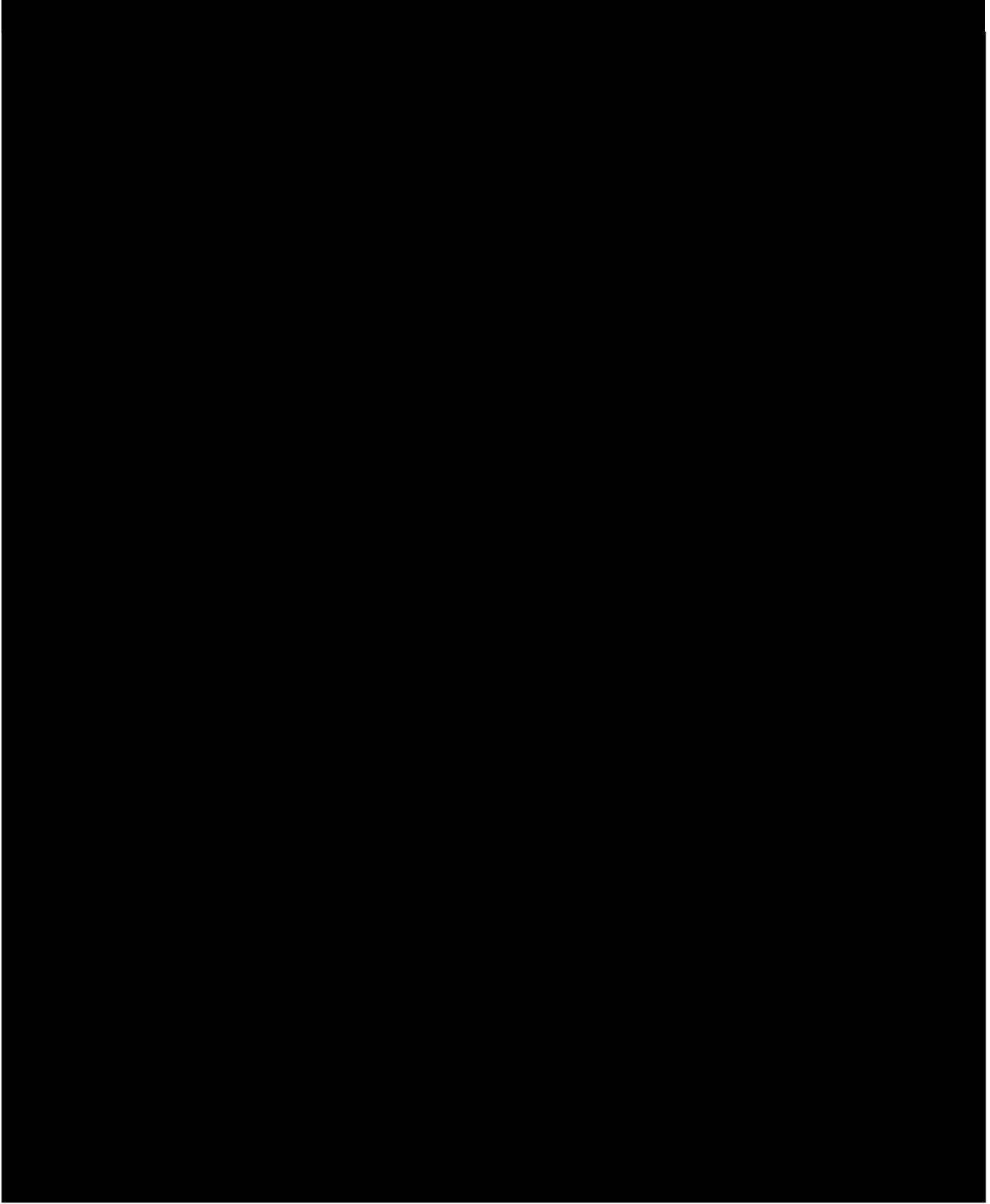
Allocation of Purchase Price

None.

Schedule 6.6

Employee Matters

Available on request, subject to confidentiality restrictions.



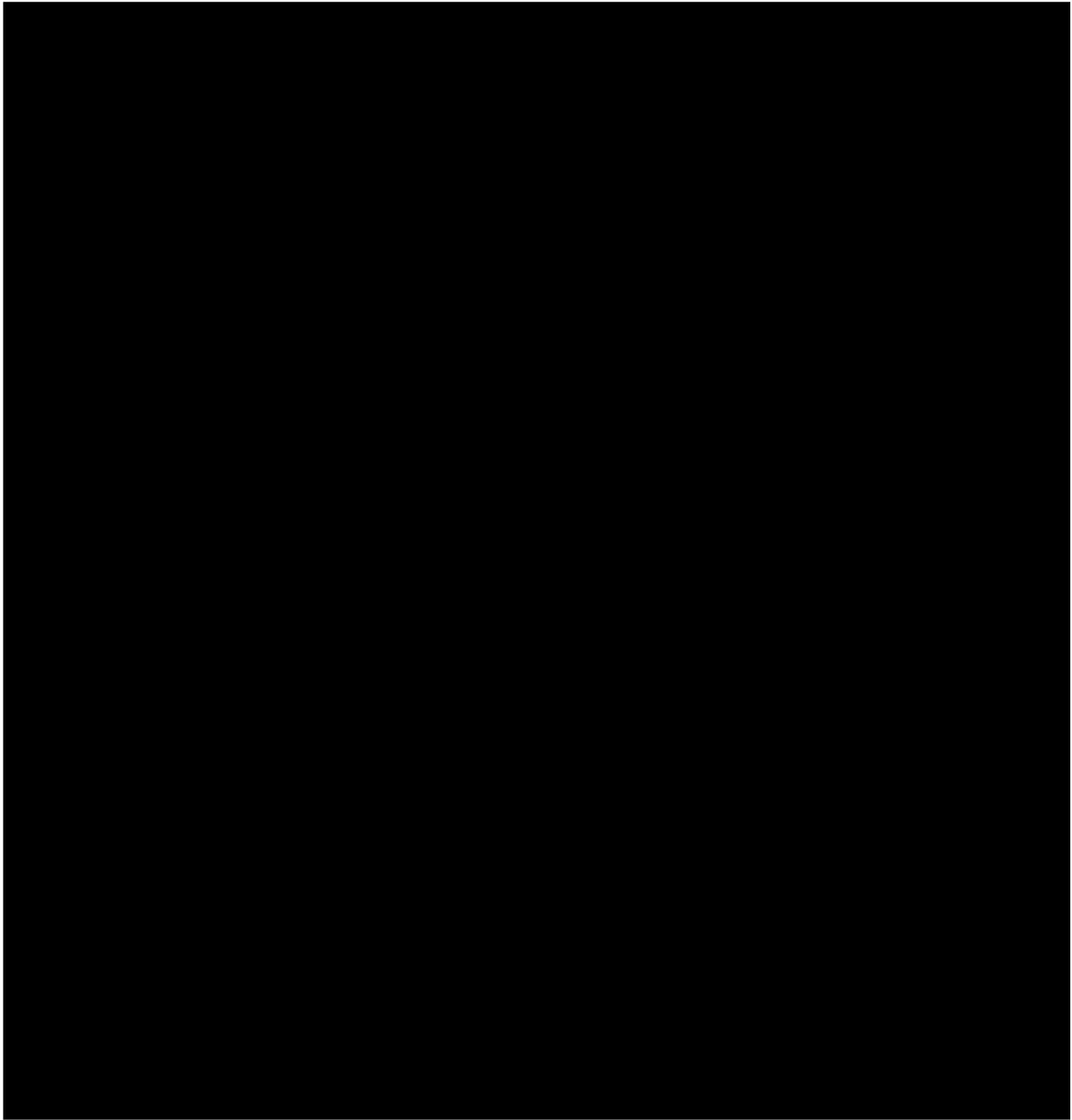


Exhibit A

See attached.

CERTIFICATE OF THE VENDOR

TO: [Terrafox Geosynthetics Inc. / Hanes Companies, Inc.] (the “Purchaser”)
FROM: [Nilex Inc. / Nilex USA Inc.] (the “Vendor”)
RE: Asset Purchase Agreement dated [●], 2022 (the “Asset Purchase Agreement”) among the Vendor, [Nilex Inc. / Nilex USA Inc.], the Purchaser and [Terrafox Geosynthetics Inc. / Hanes Companies, Inc.]
DATE: [●], 2022

Capitalized terms used but not defined herein shall have the meanings attributed thereto in the Asset Purchase Agreement.

This Certificate (the “Certificate”) is delivered pursuant to Sections 7.2(b) and 8.2(f) of the Asset Purchase Agreement.

The Vendor hereby certifies that all representations and warranties of the Vendor contained in the Asset Purchase Agreement relating to the Applicable Transaction are true and correct in all material respects as at the Closing Time with the same force and effect as if made at and as of such time.

Transmission by facsimile or other electronic means of an executed counterpart of this Certificate shall be deemed to constitute due and sufficient delivery of such counterpart.

[Signature page follows]

IN WITNESS WHEREOF the undersigned has executed this Certificate as of the date first noted above.

[NILEX INC. / NILEX USA INC.]

Per: _____

Name:

Title:

Exhibit B

See attached.

CERTIFICATE OF THE PURCHASER

TO: [Nilex Inc. /Nilex USA Inc.] (the “Vendor”)

FROM: [Terrafox Geosynthetics Inc. / Hanes Companies, Inc.] (the “Purchaser”)

RE: Asset Purchase Agreement dated [●], 2022 (the “Asset Purchase Agreement”) among the Vendor, [Nilex Inc. /Nilex USA Inc.], the Purchaser and [Terrafox Geosynthetics Inc. / Hanes Companies, Inc.]

DATE: [●], 2022

Capitalized terms used but not defined herein shall have the meanings attributed thereto in the Asset Purchase Agreement.

This Certificate (the “**Certificate**”) is delivered pursuant to Sections 7.3(a) and 8.3(f) of the Asset Purchase Agreement.

The Purchaser hereby certifies that all representations and warranties of the Purchaser contained in the Asset Purchase Agreement relating to the Applicable Transaction are true and correct in all material respects as at the Closing Time with the same force and effect as if made at and as of such time.

Transmission by facsimile or other electronic means of an executed counterpart of this Certificate shall be deemed to constitute due and sufficient delivery of such counterpart.

[Signature page follows]

Exhibit C

See attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT made as of [●], 2022 (the “Effective Date”).

BETWEEN:

[NILEX INC., a corporation amalgamated under the laws of the Province of Alberta (the “Assignor”)]

-and-

TERRAFIX GEOSYNTHETICS INC. a corporation formed under the laws of the Province of Ontario (the “Assignee”)]

[OR]

[NILEX USA INC., a corporation incorporated under the laws of the State of [Colorado] (the “Assignor”)]

-and-

HANES COMPANIES, INC., a corporation formed under the laws of the State of North Carolina (the “Assignee”)]

WHEREAS pursuant to the provisions of an asset purchase agreement dated [●], 2022 between the Assignor and the Assignee (the “Asset Purchase Agreement”), the Assignor agreed to assign all of its right, title and interest in and to the Assumed Contracts (as set out in Schedule “A”) to the Assignee;

AND WHEREAS the Assignee has agreed to assume all of the Assumed Liabilities under or in respect of the Assumed Contracts, subject to and upon the conditions set forth herein.

AND WHEREAS this Agreement is delivered pursuant to Sections 8.2(d) and 8.3(d) of the Asset Purchase Agreement.

NOW THEREFORE for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereto agree as follows:

1. Capitalized terms used but not defined herein have the meaning attributed thereto in the Asset Purchase Agreement.
2. The Assignor hereby grants, assigns, transfers and conveys to the Assignee, as of and from the Effective Date, all of the Assignor's right, title and interest in and to the Assumed Contracts.
3. The Assignee will at all times from and including the Effective Date observe and perform all the terms, covenants, conditions and agreements pursuant to the Assumed

Contracts.

4. The Assignee shall assume all Assumed Liabilities from the Effective Date with respect to the Assumed Contracts.
5. The Assignee and the Assignor further covenant and agree to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all further acts, deeds, instruments, releases, conveyances, assignments, transfers and assurances as may be required for the fulfillment of the terms hereof.
6. Nothing in this Agreement shall be construed as an assignment or transfer to the Assignee of, or an attempt to assign to transfer to the Assignee, any Unassignable Contract. The parties hereto confirm and acknowledge that the provisions of Section 2.4 of the Asset Purchase Agreement apply and shall continue to apply to all Unassignable Contracts.
7. The Agreement is governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
8. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
9. This Agreement may be executed and delivered by electronic means and, when so executed and delivered, shall be deemed to be an original.
10. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Assignment and Assumption Agreement as of the day and year first above written.

[NILEX INC. / NILEX USA INC.]

Per: _____
Name:
Title:

**[TERRAFIX GEOSYNTHETICS INC. / HANES
COMPANIES, INC.]**

Per: _____
Name:
Title:

SCHEDULE A

ASSUMED CONTRACTS

See Schedule 1.1(l) to the Asset Purchase Agreement.

Exhibit D

See attached.

BILL OF SALE AND GENERAL CONVEYANCE

This Bill of Sale and General Conveyance (this “**Bill of Sale**”) is made effective and entered into as of [●], 2022 (the “**Effective Date**”), by [Nilex Inc. / Nilex USA Inc.] (the “**Vendor**”).

WHEREAS, this Bill of Sale is executed and delivered pursuant to the Asset Purchase Agreement, dated as of [●], 2022 (the “**Asset Purchase Agreement**”), by and among Vendor, [Nilex Inc. / Nilex USA Inc.], [Terrafix Geosynthetics Inc. / Hanes Companies, Inc.] (the “**Purchaser**”) and [Terrafix Geosynthetics Inc. / Hanes Companies, Inc.] pursuant to which, among other things, Vendor has agreed to sell, assign, transfer, convey and deliver to the Purchaser all of Vendor’s right, title and interest in and to the Purchased Assets, which include, but are not limited to, the Purchased Assets set forth in Schedule “A” hereto, free and clear of any Encumbrances.

AND WHEREAS, this Bill of Sale is delivered pursuant to Sections 8.2(e) and 8.3(e) of the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the terms of the Asset Purchase Agreement and for the consideration set forth therein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. All capitalized terms used and not defined in this Bill of Sale shall have the meanings attributed thereto in the Asset Purchase Agreement.
2. As of the Effective Date, the Vendor hereby sells, assigns, transfers, conveys and delivers to the Purchaser all of the Vendor’s right, title and interest in and to the Purchased Assets, free and clear of any Encumbrances. Nothing in this Bill of Sale shall be construed as a transfer or assignment of any of the Excluded Assets or the Excluded Liabilities.
3. This Bill of Sale is made in accordance with, pursuant to and subject to the provisions of the Asset Purchase Agreement, and in the event of any conflict or inconsistency between the terms and conditions of the Asset Purchase Agreement and the terms and conditions hereof, the terms and conditions of the Asset Purchase Agreement shall prevail.
4. The Vendor shall, from time to time, execute and deliver such further documents, transfers, assignments, assurances and instruments and do such further acts and things as may be reasonably required for the carrying out of the provisions and intent of this Bill of Sale.
5. This Bill of Sale shall enure to the benefit of the Purchaser and its successors and assigns, and shall be binding upon the Vendor and its successors and assigns.
6. This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
7. This Bill of Sale may be executed and delivered by electronic means and, when so executed and delivered, shall be deemed to be an original.

[Signature page follows]

IN WITNESS WHEREOF, Vendor has duly executed this Bill of Sale as of the day and year first written above.

[NILEX INC. / NILEX USA INC.]

Per: _____

Name:

Title:

SCHEDULE A

PURCHASED ASSETS

See Asset Purchase Agreement (and, in particular, the definition of "Purchased Assets").

Exhibit E

See attached.

TRANSITION SERVICES AGREEMENT

THIS AGREEMENT is made as of the ● day of ●, 2022

BETWEEN:

**NILEX INC. (“Nilex Canada”) AND NILEX USA INC.
 (“Nilex USA”)**

(collectively, the “**Debtor**”)

- and -

**TERRAFIX GEOSYNTHETICS INC. AND HANES
 COMPANIES, INC.**

(collectively, the “**Purchaser**”)

WHEREAS:

- A. On October 27, 2022, Nilex Canada commenced proceedings (the “**Nilex Canada Proposal Proceedings**”) under Section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) by filing a Notice of Intention to Make a Proposal under Division I of Part III of the BIA with the official receiver;
- B. Nilex USA commenced proceedings under Section 50.4(1) of the BIA by filing a Notice of Intention to Make a Proposal under Division I of Part III of the BIA with the official receiver;
- C. KSV Restructuring Inc. has consented to act as proposal trustee (the “**Proposal Trustee**”) of the Debtor in the Nilex Canada Proposal Proceedings and the Nilex USA Proposal Proceedings (collectively, the “**Proposal Proceedings**”) and as the foreign representative for the Debtor in the Chapter 15 Proceedings;
- D. On November [●], 2022, the Debtor received authorization from the Court: (i) for the procedural consolidation of the Proposal Proceedings; and (ii) for the Debtor or the Proposal Trustee to apply for recognition of the Proposal Proceedings, including, without limitation, to apply for an order under Chapter 15 of the United States Bankruptcy Code, including an order for recognition of the Proposal Proceedings as “foreign main” proceedings in the United States of America in respect of which the Debtor or the Proposal Trustee shall be the foreign representative of the Debtor;
- E. The Debtor sought Chapter 15 Proceedings in the United States Bankruptcy Court: District of Colorado (“**US Court**”) under the US Bankruptcy Code, including recognition of the Proposal Proceedings and recognition of the Sale Approval and

Vesting Order in the US Court in respect Nilex USA, following the application before the Court on November [●], 2022;

- F. The Debtor is the lessee of certain premises (the “**Premises**”) pursuant to the leases set out on Schedule A hereto (the “**Leases**”);
- G. Certain employees of the Debtor as set out on Schedule B hereto (the “**Transition Employees**”) continue to provide certain services to the Debtor as are currently performed in their employment with the Debtor (the “**Services**”) as set out in Schedule C hereto;
- H. The Debtor is a party to certain contracts as for the operation of the Debtor’s business which were not part of the Purchased Assets as defined in or pursuant to an asset purchase agreement between the Debtor and the Purchaser (the “**APA**”) and which are necessary for the Employees to provide the Services under this Transition Services Agreement (the “**Transition Contracts**”);
- I. The Leases and Transition Contracts are not Purchased Assets as defined in or pursuant to the APA nor was the employment of the Transition Employees assumed by the Purchaser;
- J. The Debtor has agreed, subject to the terms of this Transition Services Agreement, to facilitate closing of the Transaction, on behalf of the Debtor to: (i) cause the Debtor to remain in possession and control of the Premises pursuant to the Leases; (ii) cause the Debtor to provide the benefit of the Transition Contracts to the Purchaser; and (iii) cause the Debtor to provide the Services of the Transition Employees to the Purchaser for a transition period; and
- K. Capitalized terms used but not defined in this Agreement have the meanings ascribed to such terms in the APA.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Occupation.** The Debtor agrees to cause the Debtor to remain in occupation of each of the Premises during the period (the “**Occupation Period**”) from 12:01 a.m. (prevailing Calgary, Alberta time) on the applicable Closing Date, being the date of Closing of the Applicable Transaction (as defined in the APA) (the “**Effective Time**”) until the earlier of (i) 7 days following receipt of notice of termination from the Purchaser for any or all of the Premises; or (ii) three months from the date of this Transition Services Agreement (the “**Outside Date**”), in accordance with the terms of the Leases and subject to the terms and conditions set out herein. For certainty, each time “**Effective Time**” is used in this Agreement, such term shall be interpreted by the parties hereto to reference the time that a specific Lease, Service or Transition Contract that forms part of the Business of Nilex Canada or Nilex US, respectively, is made available to the Purchaser (such that the applicable Occupation Period, Services Period or Contract Period with respect to a specific Lease, Service or Transition Contract commences following the Closing of the Applicable Transaction to which such Lease, Service or Transition Contract relates).

2. **Services of Transition Employees.** The Debtor agrees to cause the Debtor to provide the Purchaser with the Services of each of the Transition Employees during the period (the “**Services Period**”) from the Effective Time until the earlier of (i) 7 days following receipt of notice of termination from the Purchaser for any or all of the Transition Employees; or (ii) six months from the date of this Transition Services Agreement. The Debtor shall direct the Transition Employees during the Services Period to provide the Services, provided such direction is consistent with the terms of the relevant employment agreements.

3. **Provision of Transition Contracts.** The Debtor agrees to cause the Debtor to provide the Purchaser with the benefit of the Transition Contracts during the period (the “**Contract Period**”) from the Effective Time until the earlier of (i) 7 days following receipt of notice of termination from the Purchaser; or (ii) six months from the date of this Transition Services Agreement.

4. **Payment of Rent, Contracts and for Services etc.** The Purchaser shall be responsible to pay to the Debtor to the account of the Debtor for all costs and expenses of every kind from and after the Effective Time (i) directly related to the Leases and the Premises during the Occupation Period including without limitation rents and all charges under the Leases, utility charges and phone bills, associated with the occupation of the Premises by the Debtor (the “**Lease Costs**”); (ii) the costs incurred by the Debtor for the employment of the Transition Employees (which costs shall not include any vacation accrual, retention or other bonuses, severance or termination pay at the end of the Service Period for any Transition Employee) and the provisions of the Services during the Services Period in accordance with existing employment contracts (“**Services Costs**”); and (iii) related to the Transition Contracts during the Contract Period in accordance with the terms thereof (the “**Contract Costs**”).

5. **Payment of Debtor Costs; Sales Taxes.** The Purchaser shall be responsible for all reasonable and documented fees and out-of-pocket disbursements, costs and expenses of the Debtor and its legal counsel incurred from and after the Effective Time in connection with preparing, entering into, or carrying out this Transition Services Agreement (the “**Debtor’s Costs**”). The Purchaser shall be responsible for and shall pay all applicable goods and services, harmonized sales, value added, sales, use, transfer and other similar taxes (“**Sales Taxes**”) in relation to the Lease Costs, Services Costs, Contract Costs, Debtor’s Costs and other amounts payable under this Agreement. All payments under this Agreement shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law requires the deduction or withholding of any Tax from any payment to the Debtor, then Purchaser shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law, and, with the exception of any amounts required by Applicable Law to be deducted or withheld in relation to Employees, the amount payable to the Debtor shall be increased as necessary for such amount deducted or withheld to the relevant Governmental Entity so that after such deduction or withholding has been made, the Debtor receives an amount equal to the amount it would have received had no such deduction or withholding been made.

6. **Deposit and Payment Terms.** Upon execution of this Transition Services Agreement, the Purchaser shall pay to the Debtor the amount of CDN\$100,000 (the “**Deposit**”), which Deposit shall be approximately equal to one month’s estimated costs for the services provided by the Debtor to the Purchaser under this Agreement, plus applicable Sales Taxes. The Purchaser shall promptly pay to the Debtor from time to time within seven days of receiving an invoice from the Debtor of such amounts as may be due under this Transition Services Agreement. If the Debtor has not received payment of such amounts within the seven days referred to in the preceding sentence, the Debtor shall be entitled to satisfy such amounts, at any time upon seven days prior notice to the Purchaser, from the Deposit. The Purchaser shall thereafter provide funds to replenish the Deposit unless otherwise agreed to with the Debtor. If at any time the amounts owing to the Debtor pursuant to this agreement exceed the amount of the Deposit then held by the Debtor, the Debtor is entitled, despite any other provision of this agreement, to immediately terminate the Occupation Period, the Services Period or the Contract Period or any of them. Following the Termination Date (as defined below), the Debtor shall provide a reconciliation of the amounts paid by the Purchaser, the Deposit, the Lease Costs, the Services Costs, the Contract Costs and the Debtor’s Costs to the Purchaser. The Purchaser shall pay any amount owing to the Debtor on two business days notice and, if applicable, the Debtor shall refund to the Purchaser any unused portion of the Deposit.

7. **Acknowledgement of Limited Liability and Indemnity.** The Purchaser shall accept the Services at its own risk and in no event shall the Debtor be responsible or liable to the Purchaser or any person, corporation, association, government, authority or entity whatsoever (collectively, “**Persons**”) for any loss, damage, injury, harm, death or destruction to such Persons or in respect of the Services, Leases, Premises or property however caused during the Occupation Period, Services Period, or Contract Period, as applicable, save and except for any liability arising from the gross negligence or willful misconduct of the Debtor. The Purchaser hereby indemnifies the Debtor against all claims, liabilities, costs, suits, actions or damages of any nature or kind brought against the Debtor by any Persons in connection with the Services, the Leases or the Premises for any loss damage, injury, harm, death or destruction, to such Persons or in respect of the Services, Leases, Premises or property however caused save and except for any liability arising from the gross negligence or willful misconduct of the Debtor. For clarity, the Purchaser shall not be responsible to indemnify the Debtor for any unpaid rent under the Leases, provided that the Purchaser has fulfilled its obligations under this Agreement.

8. **Representations.** The Purchaser agrees that it will accept the Services on an “as is, where is” basis without representations or warranties and that the Debtor shall be under no obligation to maintain or repair the Premises. The Debtor makes no representation or warranty as to the status or terms of the Leases, the Premises, the Transition Employees, the Services or the Transition Contracts.

9. **Insurance.** The Debtor shall cause the Debtor to maintain comprehensive general liability insurance coverage and such other insurance coverage as is typically maintained by the Debtor for leased premises, with respect to the Premises during the Occupation Period and such costs shall be a Lease Cost.

10. **Termination.** This Agreement shall terminate on the expiry of the latest of the Occupation Period, Services Period or the Contract Period or such other date as agreed to in writing between the Debtor and the Purchaser, each in their sole discretion (the “**Termination Date**”); provided, however, that sections 4, 5, 6 and 7 hereof shall survive such termination. Notwithstanding the foregoing, (A) the Debtor may terminate this Agreement or suspend performance of its obligations hereunder upon notice to the Purchaser if the Purchaser: (i) fails to pay any amounts owing to the Debtor in accordance with this Agreement (including section 6 hereof); or (ii) materially breaches this Agreement (other than as covered by the foregoing (i) above) and fails to cure such breach within five Business Days after the Debtor provides the Purchaser with notice of such breach, and (B) the Purchaser may terminate this Agreement or suspend performance of its obligations hereunder upon notice to the Debtor if the Debtor materially breaches this Agreement and fails to cure such breach within five Business Days after the Purchaser provides the Debtor with notice of such breach.

11. **Disclaimer of Leases.** Subject to terms of paragraph 6 hereof, the Debtor shall not cause the Debtor to surrender possession or disclaim, or otherwise terminate any interest the Debtor may have in, each of the Leases prior to the termination of the Occupation Period with respect to such Lease without the prior written consent of the Purchaser, provided however that the Purchaser acknowledges and agrees that the Debtor shall be entitled, in its sole discretion and without further notice to or consent of the Purchaser, to surrender possession or disclaim, or otherwise terminate any interest it may have in, any Lease following the termination of the Occupation Period in respect of such Lease.

12. **Disclaimer of Contracts.** Subject to terms of paragraph 6 hereof, the Debtor shall not cause the Debtor to surrender possession or disclaim, or otherwise terminate any interest the Debtor may have in, each of the Transition Contracts prior to the termination of the Contract Period with respect to such Transition Contract without the prior written consent of the Purchaser, provided however that the Purchaser acknowledges and agrees that the Debtor shall be entitled, in its sole discretion and without further notice to or consent of the Purchaser, to disclaim, or otherwise terminate any interest it may have in, any Transition Contract following the termination of the Contract Period in respect of such Transition Contract.

13. **General Limitations.** Nothing contained in this Agreement shall require the Debtor to provide (or cause the provision of) any services (i) that are not set out on Schedule C hereto, (ii) that would constitute the provision of any legal, financial, accounting or tax advice or regulated activity, (iii) that are in support of any business or operations other than the Business as conducted immediately prior to the date hereof, (iv) at a level of quantity or volume in excess of the levels provided by the Debtor to the Business immediately prior to the date hereof, (v) that exceed the scope of the services provided by the Debtor to the Business immediately prior to the date hereof, or (vi) for the benefit of any Person other than Purchaser and its Affiliates. Further, in no event shall the Debtor be: (i) obligated to provide (or cause the provision of) any Services if the provision of such Services violate any law, order (including the Order of the Court of King’s Bench of Alberta dated November 8, 2022 (the “**Order**”)), Contract (including any Transition Contract), license or permit to which the Debtor is subject; (ii) obligated to provide any Services that in the

Debtor's reasonable determination will create deficiencies in the Debtor's controls over financial information or adversely affect the maintenance of the Debtor's financial books and records; (iii) obligated to hire any additional employees to perform the Services unless the Purchaser agrees to bear all related costs and expenses thereof; (iv) obligated to hire replacements for Transition Employees who resign, retire or are terminated; (v) obligated to maintain the employment of any specific Transition Employee, enter into retention agreements with Transition Employees or otherwise provide any incentive beyond payment of regular salary and benefits; (vi) prevented from determining, in its sole discretion, the individual Transition Employees who will provide Services; (vii) obligated to purchase, lease or license any additional equipment or software or licenses for provision of the Services; (viii) obligated to create or supply any documentation or information not currently existing or reasonably available (subject to any requirements or obligations hereunder to provide any documentation or information); or (ix) obligated to enter into new or additional contracts with third parties or change the scope of current contracts (including the Transition Contracts) with third parties or take any actions that would result in the breach of any contracts of the Debtor with third parties. In connection with the receipt and use of the Services and as applicable, Purchaser shall, and shall cause its Affiliates and representatives to, comply with the Debtor's then-current work processes, policies and procedures of which Purchaser has been made aware, and Purchaser acknowledges that the Debtor's ability to provide the Services is dependent on such compliance by the Purchaser and its Affiliates and representatives.

14. **Force Majeure.** If the Debtor or any third-party provider of the Debtor is wholly or partially prevented from, or delayed or restricted in, providing one or more Services, or one or more Services are interrupted or suspended, by reason of events beyond the Debtor's or third party providers' reasonable control (including failure by Purchaser or its Affiliates or representatives to comply with the terms and conditions of this Agreement, failure by any third party to comply with the terms and conditions of any contract with the Debtor or its Affiliates (including any Transition Contract), acts of God, acts of nature, acts, decrees or orders of governmental, regulatory or military authorities, fire, explosion, lack of utilities, accident, embargoes, disruption or delay in transportation, epidemics, pandemics, war, acts of terrorism, infrastructure failure, IT systems or software failure, nuclear disaster, labour strikes, work stoppages or slowdowns, changes in law (or changes in the interpretation or enforcement thereof) or legal or regulatory actions, including restraining orders and injunctions, civil unrest and/or riots or disruption of internet access (including access disruptions as a result of any virus, worm, Trojan horse, etc.), or any other type of similar event), the Debtor shall: (i) give notice of suspension of Services as soon as reasonably practicable to the Purchaser stating the date and extent of such suspension and its cause; (ii) not be obligated to deliver, or cause to be delivered, the affected Services during such period; and (iii) resume the performance of its obligations as soon as reasonably practicable after the removal of the cause, provided that following receipt by the Purchaser of a notice pursuant to (i), Purchaser shall have the right in its sole discretion to immediately terminate this Agreement.

15. **Services.** Subject to terms of paragraph 6 hereof, the Debtor shall not, on behalf of the Debtor terminate the employment of the Transition Employees prior to termination of the Services Period for such Transition Employee without the prior written consent of the

Purchaser, provided however that the Purchaser acknowledges and agrees that the Debtor shall be entitled, in its sole discretion and without further notice to or consent of the Purchaser, to terminate any such employment contracts, on behalf of the Debtor following the termination of the Services Period for such Transition Employee.

16. **No Assignment of Lease.** The Debtor and the Purchaser each hereby acknowledge and agree that nothing in this Agreement is intended to, or shall be construed to, create a lease, sublease or assignment of lease in favour of the Purchaser or otherwise impose on the Purchaser any obligations as a lessee, sublessee or assignee of the Lease.

17. **Independent Contractors; No Employer Relationship.** The relationship between the Debtor, on the one hand, and the Purchaser, on the other hand, is that of independent contractors, not partners or joint venturers. The Debtor and the Purchaser each hereby acknowledge and agree that nothing in this Agreement is intended to, or shall be construed to, create or deem the Purchaser to be the employer of the Transition Employees. For greater certainty, nothing in this Transition Services Agreement deems or causes the Debtor to become the employer of the Transition Employees and nothing herein modifies in any way the protections provided to the Debtor pursuant to the Order. For the avoidance of doubt, the Transition Employees will at all times remain under the control or direction of the Debtor and will not be, nor deemed to be, under the common control or direction of the Purchaser, nor will such Transition Employees have any entitlement to receive payment of compensation from the Purchaser or otherwise participate in, or accrue or receive benefits in respect of, any retirement, employee benefit or incentive plan sponsored or maintained by the Purchaser or its Affiliates.

18. **Confidential Information.** Each party hereto shall, in its performance of this Agreement, be bound by the confidentiality provisions set out in the APA.

19. **Successors and Assigns.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

20. **Capacity.** The Purchaser acknowledges that the Debtor is acting in its capacity as court-appointed Debtor of the Debtor, with no personal or corporate liability.

21. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

22. **Further Assurances.** Each of the parties hereto will, from time to time, execute and deliver all such further documents, and instruments and do all acts and things as any other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

23. **Counterparts.** This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or other electronic means and all such counterparts and facsimiles (or other electronic deliveries) shall together constitute one and the same agreement.

24. **Amendment.** This Agreement may be amended or supplemented only by a written agreement signed by each party.

25. **Assignment.** This Agreement may be assigned by a party only with the prior written consent of the other parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first written above.

NILEX INC.

By: _____
Name:
Title:

NILEX USA INC.

By: _____
Name:
Title:

TERRAFIX GEOSYNTHETICS INC.

By: _____
Name:
Title:

HANES COMPANIES, INC.

By: _____
Name:
Title:

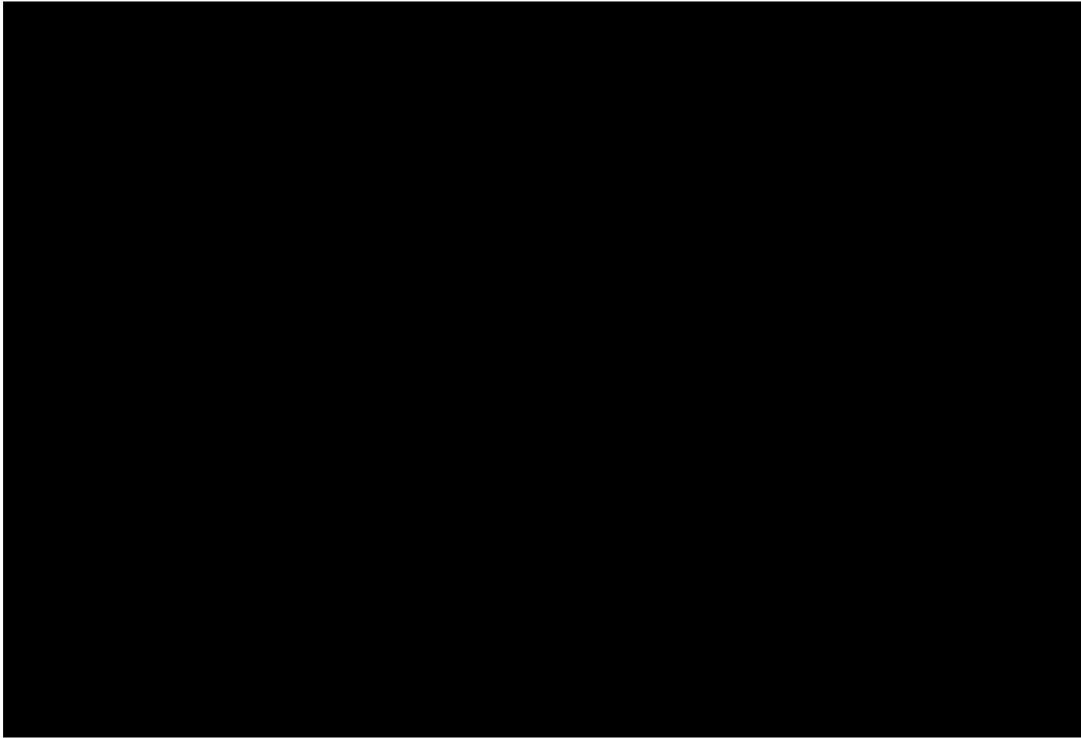
Schedule A
Leases

1. Industrial Lease dated December 20, 2013 between Stellarbridge Management Inc. and Nilex Inc. in respect of Unit 2, 40 Audia Court, Concord, Ontario, as amended by Lease Renewal Agreement dated December 12, 2021.
2. Lease Agreement dated December 3, 2019 between 1010003967 Saskatchewan Ltd. and Nilex Inc. in respect of Bay 4, 3003 Millar Avenue, Saskatoon, Saskatchewan.
3. Premises Lease dated February 14, 2015 between Satt Management LLC and Nilex USA Inc. in respect of 425 North Neil Armstrong Rd, Salt Lake City, Utah 84116, as amended by a Mutual Agreement to Extend Lease dated November 19, 2020.
4. Outdoor Storage Rental Agreement dated November 20, 2020 between 15253 E. Fremont DR LLC and Nilex USA Inc. in respect of 15253 E. Fremont Drive, Centennial, Colorado.¹
5. Commercial Lease dated November 1, 2020 between 15354 E Hinsdale LLC and Nilex USA Inc. in respect of 15354 E. Hinsdale Circle, Centennial, Colorado.

¹ Lease is being terminated December 31, 2022; notice was provided by landlord to remove product. Nilex plans to move all inventory out by November 30, 2022.

Schedule B
Transition Employees

Available on request, subject to confidentiality restrictions.



Schedule C
Services

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

• [REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]

Appendix “E”

Nilex Inc. and Nilex USA Inc.

Projected Cash Flow Statement

For the period ending February 24, 2023

(Unaudited; \$CAD Thousands)

Note	Week ending														Total		
	18-Nov-22	25-Nov-22	2-Dec-22	9-Dec-22	16-Dec-22	23-Dec-22	30-Dec-22	6-Jan-23	13-Jan-23	20-Jan-23	27-Jan-23	3-Feb-23	10-Feb-23	17-Feb-23		24-Feb-23	
Receipts																	
Accounts receivable collections	2	1,261	1,254	1,328	1,054	1,295	1,495	1,144	1,000	1,000	1,250	1,250	1,000	1,000	1,000	1,000	17,330
Disbursements																	
Operating Disbursements																	
Vendor payments	3	(865)	(865)	(700)	(650)	(700)	(650)	(700)	(650)	(700)	(650)	(700)	(650)	(700)	(650)	(700)	(10,530)
Payroll		(275)	(161)	(250)	(41)	(370)	(41)	(370)	(41)	(370)	(41)	(370)	(41)	(370)	(41)	(370)	(3,149)
Rent		-	-	(181)	-	-	-	-	(181)	-	-	-	(181)	-	-	-	(544)
Insurance		(20)	-	(65)	-	(20)	-	(55)	(65)	-	-	(55)	-	-	-	-	(280)
Other		(90)	-	(451)	(14)	(70)	(20)	(250)	(451)	(20)	(20)	(20)	(380)	(20)	(20)	(20)	(1,845)
		(1,250)	(1,025)	(1,647)	(705)	(1,160)	(711)	(1,375)	(1,388)	(1,090)	(711)	(1,145)	(1,252)	(1,090)	(711)	(1,090)	(16,347)
Other Disbursements																	
Interest and fees - CIBC Revolving Line of Credit		-	-	(80)	-	-	-	-	(80)	-	-	(80)	-	-	-	-	(240)
Interest - CIBC Term Debt		-	-	(20)	-	-	-	-	(20)	-	-	(20)	-	-	-	-	(60)
Principal repayments - CIBC Term Debt		-	-	(83)	-	-	-	-	-	-	-	-	-	-	-	-	(83)
Restructuring costs	4	(175)	-	-	-	(175)	-	-	-	(175)	-	-	-	(175)	-	-	(700)
Total Disbursements		(1,425)	(1,025)	(1,830)	(705)	(1,335)	(711)	(1,375)	(1,488)	(1,265)	(711)	(1,145)	(1,352)	(1,265)	(711)	(1,090)	(17,430)
Net Cash Flow		(164)	229	(502)	350	(41)	784	(231)	(488)	(265)	540	105	(352)	(265)	290	(90)	(100)
Consolidated Revolver																	
Opening Revolving Line of Credit		13,101	13,265	13,036	13,538	13,189	13,229	12,445	12,676	13,163	13,428	12,889	12,784	13,135	13,400	13,111	13,101
Net Cash Flow		(164)	229	(502)	350	(41)	784	(231)	(488)	(265)	540	105	(352)	(265)	290	(90)	(100)
Ending Revolving Line of Credit		13,265	13,036	13,538	13,189	13,229	12,445	12,676	13,163	13,428	12,889	12,784	13,135	13,400	13,111	13,201	13,201
Pre-Filing Revolver																	
Opening Operating Line Balance		5,524	4,263	3,009	1,681	627											5,524
Post-Filing Receipts		1,261	1,254	1,328	1,054	628											5,525
Ending Operating Line		4,263	3,009	1,681	627	(0)											(0)
Post-Filing Revolver																	
Opening Operating Line Balance		7,576	9,001	10,027	11,857	12,561	13,229	12,445	12,676	13,163	13,428	12,889	12,784	13,135	13,400	13,111	7,576
Post-Filing Receipts		-	-	-	-	667	1,495	1,144	1,000	1,000	1,250	1,250	1,000	1,000	1,000	1,000	11,806
Post-Filing Disbursements		(1,425)	(1,025)	(1,830)	(705)	(1,335)	(711)	(1,375)	(1,488)	(1,265)	(711)	(1,145)	(1,352)	(1,265)	(711)	(1,090)	(17,430)
Ending Operating Line		9,001	10,027	11,857	12,561	13,229	12,445	12,676	13,163	13,428	12,889	12,784	13,135	13,400	13,111	13,201	13,201

The above financial projections are based on management's assumptions detailed in Appendix "I-1".

The note references correspond to the assumption numbers shown in Appendix "I-1".

NILEX INC.

Per: 

Nov 18, 2022

Date

KSV RESTRUCTURING INC.
 IN ITS CAPACITY AS TRUSTEE UNDER THE
 NOTICE OF INTENTION TO MAKE A PROPOSAL AND NOT
 IN ITS PERSONAL CAPACITY

Per: 

November 18, 2022

Date

Projected Statement of Cash Flows

For the period ending February 24, 2023

(Unaudited; \$CAD)

Purpose and General Assumptions

1. The purpose of the projection is to present a forecast of the cash flow of Nilex Inc. (the "Company") for the period November 14, 2022 to February 24, 2023 in respect of its proposal proceedings under the *Bankruptcy and Insolvency Act*.

The projected cash flow statement has been prepared based on hypothetical and most probable assumptions developed and prepared by the Company.

Hypothetical

2. Represents projected accounts receivable collections based on the payment practice of the Company's customers.

Most Probable

3. Reflects payments to trade vendors in respect of the Company's continuing operations.
4. Represents estimated professional fees of the Company's legal counsel, the Proposal Trustee and its legal counsel and CIBC's legal counsel.

**Report on Cash Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the BIA)**

The management of Nilex Inc. (the "Company") has developed the assumptions and prepared the attached statement of projected cash flow of the Company for the period ending February 24, 2023.


The hypothetical and probable assumptions are suitably supported and consistent with the purpose of the projection and the plans of the Company and provide a reasonable basis for the projection. All such assumptions are disclosed in Notes 2 to 4.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in Note 1, using a set of hypothetical and probable assumptions set out in Notes 2 to 4. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at Toronto, this 18th day of November, 2022.

NILEX INC.



Per: Jeff Allen, Vice President, Finance

Appendix “F”

**Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)**

The attached statement of projected cash-flow of Nilex Inc. (the "Company"), as of the 18th day of November, 2022, consisting of a weekly cash flow statement for the period November 14, 2022 to February 24, 2023, has been prepared by the management of the insolvent person for the purpose described in Note 1, using the probable and hypothetical assumptions set out in Notes 2-4.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by the management and employees of the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by management for the probable assumptions and the preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

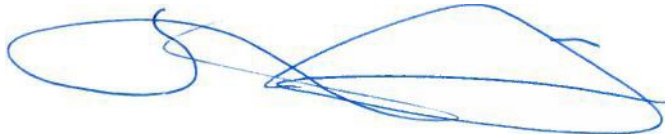
- (a) the hypothetical assumptions are not consistent with the purpose of the projection;
- (b) as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- (c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in Note 1 and readers are cautioned that it may not be appropriate for other purposes.

Dated this 18th day of November, 2022.

**KSV RESTRUCTURING INC.
TRUSTEE**

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned below the printed name of the trustee.

Per: David Sieradzki