

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS
AMENDED

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

- and -

BIONX CANADA INC.

Respondent

**MOTION RECORD
VOLUME 1 of 2**
(Motion for Advice and Direction)

June 8, 2018

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TO: THE SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERICAL LIST)**

STRONACH CONSULTING CORP

Applicant

BIONX CANADA INC

Respondent

**SERVICE LIST
JUNE 8, 2018**

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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B3, AS AMENDED, AND
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Court File No: CV-18-592741-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B3, AS AMENDED,
AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS
AMENDED

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

- and -

BIONX CANADA INC.

Respondent

NOTICE OF MOTION

Grant Thornton Limited, in its capacity as receiver and receiver and manager of all of the property, assets and undertakings of BionX Canada Inc. (in such capacities, the “**Receiver**”) will make a motion, that is to be heard before a Judge presiding over the Commercial List (Toronto) on Thursday June 14, 2018 or as soon after that time as the motion can be heard at the Court House, 330 University Avenue, Toronto, Ontario, M5G 1R7.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. Orders, substantially in the forms attached hereto as Schedule “**A**”, “**B**”, “**C**” and “**D**”:
 - (a) approving a settlement agreement dated May 24, 2018, between General Motors LLC and General Motors Company of Canada (together, “**GM**”) and the Receiver;

- (b) approving the sale transaction (the “**Numberco Sale Transaction**”) contemplated by an asset purchase agreement between the Receiver and 7575289 Canada Inc. (the “**Numberco Purchaser**”) dated June 6, 2018 (the “**Numberco Sale Agreement**”) and appended to the Third Report of the Receiver dated June 7, 2018 (the “**Third Report**”) and vesting in the Numberco Purchaser, the Purchased Assets, as defined and described in the Numberco Sale Agreement;
- (c) approving the sale transaction (the “**Crescent Sale Transaction**”) contemplated by an asset purchase agreement between the Receiver and Crescent Commercial Corporation (the “**Crescent Purchaser**”) dated June 5, 2018 (the “**Crescent Sale Agreement**”) and appended to the Third Report and vesting in the Crescent Purchaser, the Purchased Assets, as defined and described in the Crescent Sale Agreement;
- (d) approving the sale transaction (the “**Amego Sale Transaction**”) contemplated by an asset purchase agreement between the Receiver and Amego Electric Vehicles Inc. (the “**Amego Purchaser**”) dated June 5, 2018 (the “**Amego Sale Agreement**”) and collectively with the Crescent Sale Agreement and Numberco Sale Agreement, (the “**Sale Agreements**”) and appended to the Third Report and vesting in the Amego Purchaser, the Purchased Assets, as defined and described in the Amego Sale Agreement;
- (e) authorizing interim distributions to Stronach Consulting Corp. (the “**Secured Creditor**”) up to the maximum amount of \$1,421,000, beginning with an initial distribution of \$625,146;
- (f) approving the activities of the Receiver as set out in the First Report of the Receiver dated March 12, 2018, the Second Report of the Receiver dated April 18, 2018, and the Third Report; and
- (g) approving the fees and disbursements of the Receiver as well as the Receiver’s independent legal counsel, Brauti Thorning Zibarras LLP.

2. Such further and other relief as counsel may advise and to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

3. On February 27, 2018, the Receiver was appointed over all of the assets, property and undertakings of BionX pursuant to an Order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (Commercial List).
4. BionX, together with its related companies and subsidiaries, were in the business of designing, manufacturing, and selling electronic propulsion systems for bicycles.

The GM Settlement Agreement

5. Prior to the appointment of the Receiver, BionX contracted with GM to design, engineer, develop, test and manufacture a mid-drive electric propulsion system for bicycles that were manufactured by GM (the “**GM Agreement**”).
6. The GM Agreement consisted of various purchase Orders for the purchase from BionX of eBike drive units, batteries and chargers (the “**Parts**”), as well as for equipment, tooling and engineering design and development services (collectively with the Parts, “**GM Property**”).
7. Just prior to the appointment of the Receiver, GM terminated the GM Agreement.
8. Following the appointment of the Receiver, the Receiver was advised that GM owed BionX monies in respect of the GM Agreement and the purchase Orders. Following review by the Receiver of the amounts owing to BionX from GM, the Receiver claimed that GM owed certain amounts to BionX (the “**Disputed Receivables**”).
9. The Receiver took the position that GM did not have title to certain of the GM Property in the possession of BionX (the “**Disputed Property**”) as a result of the outstanding Disputed Receivables.

10. With respect to the Disputed Receivables, GM asserted a right of setoff against damages that GM claimed against BionX in respect of the GM Agreement and the termination thereof.
11. To avoid the additional costs and expenses of litigating the various disputes between GM and BionX, the Receiver and GM entered into the Settlement Agreement, subject to approval by this Court.
12. The Settlement Agreement provides for, *inter alia*, the following:
 - (a) payment by GM to the Receiver of CAD\$445,855, subject to adjustment, for any missing items that comprise the Disputed Property;
 - (b) vesting of title of the Disputed Property, free of any liens, claims, encumbrances, interests or other rights that the Receiver or BionX may have; and
 - (c) releases in favour of both GM and the Receiver.
13. The Receiver recommends that this Honourable Court approve the Settlement Agreement. The Settlement Agreement avoids any further costs and expenses in respect of the litigation with GM, including avoiding litigation risk as to the determination by the Court of the various disputes between GM and BionX.

The Sale Transactions

14. Pursuant to the Appointment Order, the Receiver was authorized and directed to conduct a sale process including pursuing all offers for sales of material parts of the business of BionX.
15. The Receiver broadly marketed the assets and business of BionX in accordance with the sales process attached to the Appointment Order and as further described in the Third Report.

16. Following the offer deadline under the sales process, the Receiver received six parcel offers and one going concern offer which it reviewed in consultation with its counsel and the Secured Creditor.
17. Following discussions with the prospective purchasers and improvements upon the original offers by four prospective purchasers, the Receiver identified three parcel offers from different entities, namely the Crescent Purchaser, the Numberco Purchaser and the Amego Purchaser, which, when aggregated, yielded the highest offer for the assets of BionX.
18. The Receiver engaged in negotiations with each of these parties on the terms of definitive documentation which culminated in the execution of the Numberco Sale Agreement, the Crescent Sale Agreement and the Amego Sale Agreement.
19. The market for the assets of BionX has been thoroughly canvassed through the sales process conducted by the Receiver and the Sale Agreements represent the highest monetary recovery for the benefit of the Secured Creditor, the sole secured creditor in these proceedings.

Distributions to the Secured Creditor

20. As described in the Third Report, the Receiver's independent legal counsel has provided the Receiver with an opinion that the Secured Creditor has a perfected secured claim up to the amount of \$1,421,000.
21. As at June 1, 2018, the Receiver held receipts in excess of disbursements of \$1,126,152 and is expected to receive additional funds under the Settlement Agreement and the Sale Agreements.
22. The Receiver recommends that this Honourable Court authorize interim distributions to the Secured Creditor on account of its secured debt up to the maximum amount of \$1,421,000.

Sealing Order

23. The Receiver has prepared summaries of the initial offers and revised offers (the “**Offer Summaries**”) that it received in connection with the sales process which both contain

commercially sensitive information. The purchase price information in the Sale Agreements is also commercially sensitive.

24. The Receiver is seeking to seal the Offer Summaries and redact purchase price information in the Sale Agreements.
25. If the transactions contemplated by the Sale Agreements are not completed a competitive process for realizing on the assets of BionX must be maintained.
26. The sealing Order will not prejudice BionX's stakeholders.

General

27. The grounds set out in the Third Report and the appendices thereto.
28. *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3.
29. *Courts of Justice Act*, R.S.O. 1990, c. C.43, sections 100 and 137(2).
30. Rules 1.04, 1.05, 2.03, 3.02, 30.02, 37 and 39 of the *Rules of Civil Procedure*; and
31. Such further and other grounds as the lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

32. The Third Report and the appendices thereto.
33. Such further and other materials as counsel may advise and this Court may permit.

June 8, 2018

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Lawyers for the Court-Appointed Receiver

SCHEDULE “A”

Court File No. CV-18-592741-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE

)

THURSDAY, THE 14th

JUSTICE

)

DAY OF JUNE, 2018

)

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of BionX Canada Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement (the “**NumberCo Sale Agreement**”) between the Receiver and 7575289 Canada Inc. (the “**Purchaser**”) dated June 6, 2018 and appended to the Report of the Receiver dated June 8, 2018 (the “**Report**”), and vesting of the Purchased Assets (as defined in the NumberCo Sale Agreement) in the Purchaser, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, and any other parties appearing as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

SERVICE

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

APPROVAL OF SALE TRANSACTION

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the NumberCo Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF THE PURCHASED ASSETS

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the NumberCo Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated February 27, 2018; (ii) all charges, security interests or claims evidenced by

registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and all of which are collectively referred to as the “**Encumbrances**” and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act*

(Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS** that the Receiver is authorized, following the completion of the Sale Transaction, to execute, deliver and file any document, including without limitation, any articles of reorganization, required in order to effect a change of the Debtors' corporate name, and this Court waives any third party requirement or required consent pursuant to any Canadian federal or provincial legislation relating to same.

GENERAL

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-18-592741-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice (the “**Court**”) dated February 27, 2018, Grant Thornton Limited was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of BionX Canada Inc. (the “**Debtor**”).

B. Unless otherwise indicated herein, capitalized terms have the meanings ascribed to them in the asset purchase agreement dated June ●, 2018 (the “**NumberCo Sale Agreement**”) between the Receiver and 7575289 Canada Inc. (the “**Purchaser**”).

C. Pursuant to an Order of the Court dated June ●, 2018, the Court approved the NumberCo Sale Agreement and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser

of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the NumberCo Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the NumberCo Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Grant Thornton Limited, in its capacity
as Receiver of the undertaking, property
and assets of BionX Canada Inc., and
not in its personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Assets

[Attached]

SCHEDULE “B”

Court File No. CV-18-592741-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE	)	THURSDAY, THE 14 th
	)	
JUSTICE	)	DAY OF JUNE, 2018

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of BionX Canada Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement (the “**Crescent Sale Agreement**”) between the Receiver and Crescent Commercial Corporation (the “**Purchaser**”) dated June 5, 2018 and appended to the Report of the Receiver dated June 8, 2018 (the “**Report**”), and vesting of the Purchased Assets (as defined in the Crescent Sale Agreement) in the Purchaser, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, and any other parties appearing as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

SERVICE

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

APPROVAL OF SALE TRANSACTION

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Crescent Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF THE PURCHASED ASSETS

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Crescent Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated February 27, 2018; (ii) all charges, security interests or claims

evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and all of which are collectively referred to as the “**Encumbrances**” and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act*

(Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS** that the Receiver is authorized, following the completion of the Sale Transaction, to execute, deliver and file any document, including without limitation, any articles of reorganization, required in order to effect a change of the Debtors' corporate name, and this Court waives any third party requirement or required consent pursuant to any Canadian federal or provincial legislation relating to same.

GENERAL

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-18-592741-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice (the “Court”) dated February 27, 2018, Grant Thornton Limited was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of BionX Canada Inc. (the “**Debtor**”).

B. Unless otherwise indicated herein, capitalized terms have the meanings ascribed to them in the asset purchase agreement dated June 1, 2018 (the “**Crescent Sale Agreement**”) between the Receiver and Crescent Commercial Corporation (the “**Purchaser**”).

C. Pursuant to an Order of the Court dated February 27, 2018, the Court approved the Crescent Sale Agreement and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be

effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the Crescent Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the Crescent Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Grant Thornton Limited, in its capacity
as Receiver of the undertaking, property
and assets of BionX Canada Inc., and
not in its personal capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Assets

[Attached]

SCHEDULE “C”

Court File No. CV-18-592741-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE

)

THURSDAY, THE 14th

JUSTICE

)

DAY OF JUNE, 2018

)

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of BionX Canada Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement (the “**Amego Sale Agreement**”) between the Receiver and Amego Electric Vehicles Inc. (the “**Purchaser**”) dated June 5, 2018 and appended to the Report of the Receiver dated June 8, 2018 (the “**Report**”), and vesting of the Purchased Assets (as defined in the Amego Sale Agreement) in the Purchaser, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, *[NAMES OF OTHER PARTIES APPEARING]*, no one appearing for any other person on the service list, although properly served as appears from the affidavit of *[NAME]* sworn *[DATE]* filed:

SERVICE

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

APPROVAL OF SALE TRANSACTION

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Amego Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF THE PURCHASED ASSETS

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Amego Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated February 27, 2018; (ii) all charges, security interests or claims evidenced by

registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and all of which are collectively referred to as the “**Encumbrances**” and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act*

(Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS** that the Receiver is authorized, following the completion of the Sale Transaction, to execute, deliver and file any document, including without limitation, any articles of reorganization, required in order to effect a change of the Debtors' corporate name, and this Court waives any third party requirement or required consent pursuant to any Canadian federal or provincial legislation relating to same.

GENERAL

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-18-592741-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice (the “**Court**”) dated February 27, 2018, Grant Thornton Limited was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of BionX Canada Inc. (the “**Debtor**”).

B. Unless otherwise indicated herein, capitalized terms have the meanings ascribed to them in the asset purchase agreement dated June ●, 2018 (the “**Amego Sale Agreement**”) between the Receiver and Amego Electric Vehicles Inc. (the “**Purchaser**”).

C. Pursuant to an Order of the Court dated June ●, 2018, the Court approved the Amego Sale Agreement and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser

of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the Amego Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the Amego Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Grant Thornton Limited, in its capacity
as Receiver of the undertaking, property
and assets of BionX Canada Inc., and
not in its personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Assets

[Attached]

SCHEDULE “D”

Court File No. CV-18-592741-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE

)

THURSDAY, THE 14th

JUSTICE

)

DAY OF JUNE, 2018

)

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

ORDER

(Approving Settlement, Distribution and Fees)

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver and receiver and manager (the “**Receiver**”) of the assets, undertakings and property of BionX Canada Inc., for an order, *inter alia*, approving: (i) a Settlement Agreement between the Receiver and General Motors LLC, General Motors Company of Canada (together, “**GM**”); (ii) distributions by the Receiver to the Applicant; and (iii) the fees and activities of the Receiver and its independent legal counsel, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Third Report of the Receiver dated June 8, 2018 and on hearing the submissions of counsel for the Receiver and any other parties appearing as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Caitlin Fell sworn June 8, 2018 filed:

SERVICE

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

SETTLEMENT AGREEMENT

2. **THIS COURT ORDERS** that the Settlement Agreement dated May 24, 2018, between GM and the Receiver (the “**Settlement Agreement**”) be and is hereby approved and the Receiver is authorized to carry out and perform its obligations thereunder.

THIS COURT ORDERS that all right, title and interest in and to the GM Settlement Inventory (as defined in the Settlement Agreement) and the equipment referenced in section 5 of the Settlement Agreement shall vest absolutely in GM, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated February 27, 2018 appointing the Receiver; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”), except for any valid lien or claim of DV Electronics or RG Shelley and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the GM Settlement Inventory and the equipment referenced in section 5 of the Settlement Agreement are hereby expunged and discharged as against the GM Settlement Inventory and the equipment referenced in section 5 of the Settlement Agreement except for any valid lien or claim of DV Electronics or RG Shelley.

SEALING

3. **THIS COURT ORDERS** that the Confidential Supplement to the Third Report be sealed, kept confidential and not form part of the public record, but rather shall be placed separate

and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of this Court.

DISTRIBUTION

4. **THIS COURT ORDERS AND DECLARES** that the Receiver be and is hereby authorized to make periodic distributions to Stronach Consulting Corp, up to the maximum amount of \$1,421,000, on account of its secured indebtedness.

ACTIVITIES OF THE RECEIVER

5. **THIS COURT ORDERS** that each of the First Report of the Receiver dated March 12, 2018, the Second Report of the Receiver dated April 18, 2018 and the Third Report and the actions, conduct and activities of the Receiver described therein be and are hereby approved.

APPROVAL OF FEES

6. **THIS COURT ORDERS** that the fees in the amount of \$537,336.11 (plus HST in the amount of \$69,853.69, for a total of \$607,189.80) of Grant Thornton Limited for the period from February 27, 2018 to May 31, 2018 as further set out and described in the Affidavit of Michael Creber sworn June 7, 2018, be and are hereby approved.
 7. **THIS COURT ORDERS** that the professional fees in the amount of \$92,492.50 and disbursements in the amount of \$995.18 (plus HST in the amount of \$12,153.40, for a total of \$105,641.08) of Brauti Thorning Zibarras LLP, in its capacity as independent counsel to the Receiver, for the period from February 27, 2018 to April 30, 2018, as further set out and described in the Affidavit of Caitlin Fell sworn June 8, 2018, be and are hereby approved.
-

Court File No: CV-18-592741-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B3, AS
AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED**

B E T W E E N:

STRONACH CONSULTING CORP.,

Applicant

- and -

BIONX CANADA INC.

Respondent

**THIRD REPORT TO THE COURT OF GRANT THORNTON LIMITED IN ITS CAPACITY AS
RECEIVER OF THE RESPONDENT**

JUNE 7, 2018

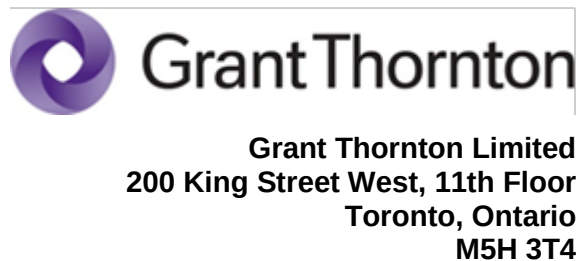


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Appendix 1	Appointment Order and Endorsement of Mr. Justice McEwen
Appendix 2	April 30 th Order
Appendix 3	March 15 th Endorsement
Appendix 4	March 15 th Order
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Appendix 6	Breakdown of Parcels
Appendix 7	Notice of the Sale Process in the Globe and Mail
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Appendix 9	Non-Disclosure Agreement
Appendix 10	Offer Form and Asset Purchase Agreement
Appendix 11	Sale Agreement with Crescent Commercial Corporation
Appendix 12	Sale Agreement with 7575289 Canada Inc.
Appendix 13	Sale Agreement with Amego Electric Vehicles
Appendix 14	Receiver's Interim Receipts and Disbursements
Appendix 15	Affidavit of Michael Creber
Appendix 16	Affidavit of Caitlin Fell

CONFIDENTIAL APPENDICES

Confidential Appendix 1 Round 1 Offers

Confidential Appendix 2 Round 2 Offers

Court File No: CV-18-592741-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B3, AS
AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED**

B E T W E E N:

STRONACH CONSULTING CORP.,

Applicant

- and -

BIONX CANADA INC.

Respondent

**THIRD REPORT TO THE COURT OF GRANT THORNTON LIMITED IN ITS CAPACITY AS
RECEIVER OF THE RESPONDENT**

JUNE 7, 2018

INTRODUCTION

1. This report (the “**Third Report**”) is filed by Grant Thornton Limited (“**GTL**”) in its capacity as receiver and receiver and manager (the “**Receiver**”) of BionX Canada Inc. (“**BionX**” or the “**Company**”).
2. On February 27, 2018, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted an order appointing GTL as Receiver over the property, assets and undertakings of the Company (the “**Appointment Order**”). Copies of the Appointment

Order and the Endorsement of Mr. Justice McEwen are collectively attached hereto as **Appendix “1”**.

3. On April 30, 2018, the Court issued an order (the “**April 30th Order**”) authorizing the Receiver to distribute funds advanced by Stronach Consulting Corp. (“**SCC**” or the “**Secured Creditor**”) solely for the benefit of the employees as set out in the employee entitlement schedule appended as Confidential Appendix “1” to the Receiver’s second report (“**Second Report**”) and the contract workers as set out in the contract worker arrears scheduled appended as Confidential Appendix “2”. The Court authorized the Receiver to vary the quantum of the employee entitlements as deemed appropriate and in accordance to the statutory obligations. A copy of the April 30th Order is attached hereto as **Appendix “2”**.

PURPOSE OF THE THIRD REPORT

4. The purpose of this Third Report of the Receiver is to advise the Court and provide BionX’s stakeholders with an update on the status of the proceedings and to provide information to support the Receiver’s request for an order:
 - (a) approving the Receiver’s proposed settlement to receive US\$501,199 and \$445,855 (inclusive of HST) in full and final resolution of the GM dispute, as described herein;
 - (b) approving the Sale Agreements between the Receiver and the Accepted Purchasers (each as defined herein) of the Company’s assets and authorizing the Receiver to take all steps necessary to complete the transactions contemplated by the Sale Agreements;

- (c) authorizing and directing the Receiver to make interim distributions of up to \$1,421,000 to the Secured Creditor;
- (d) approving the Receiver's interim statement of receipts and disbursements dated June 1, 2018 (the "**Receiver's Interim R&D**");
- (e) approving the Receiver's first report, Second Report and Third Report and the conduct and activities of the Receiver since its appointment, as described therein and herein;
- (f) approving the fees and disbursements of the Receiver and its independent counsel incurred during the period February 27, 2018 to May 31, 2018 and February 27, 2018 to April 30, 2018, respectively; and
- (g) sealing Confidential Appendices "1" to "2", until further Order of the Court.

RESTRICTIONS AND TERMS OF REFERENCE

5. In preparing this Third Report, the Receiver has relied upon unaudited financial information, BionX's books and records, certain financial information, discussions with BionX's management and employees, and discussions with other parties, including GM. The Receiver's work does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to GAAP or IFRS with respect to such information.
6. This Third Report has been prepared for the use of this Court and the Debtor's stakeholders as general information relating to the Debtor and to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader

is cautioned that this Third Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Third Report contrary to the provisions of this paragraph.

7. Capitalized terms not defined in this Third Report shall have the meaning ascribed to such terms in the Appointment Order. All references to dollars are in Canadian currency unless otherwise noted.
8. Copies of materials filed in these proceedings are available on the Receiver's case website (the "**Case Website**") at: www.GrantThornton.ca/BionX.

THE RECEIVER'S ACTIVITIES

General Receivership Administration

9. Since the commencement of the receivership proceedings, the Receiver's activities have included the following:
 - (a) The Receiver took possession of the area leased by BionX at the Aurora Premises and Sherbrooke Premises (each as defined below) and ensured all assets were safeguarded.
 - (b) On behalf of BionX, the Receiver terminated all of BionX's employees and contractors at the commencement of the receivership; the Receiver engaged approximately 19 terminated employees as contractors (the "**Retained Employees**") to assist the Receiver with limited product assembly, sale of assets and statutory obligations of the Receiver.

- (c) On or about February 27, 2018, the Receiver met with the landlord of the Aurora Premises to arrange occupancy until such time as the Sale Process (as defined in the Appointment Order) was completed.
- (d) All banks identified by the Retained Employees where BionX accounts were located were provided a copy of the Appointment Order and advised to freeze accounts. The Receiver also requested banking records for each bank account.
- (e) The Receiver contacted the leasing and financing companies registered against BionX on the personal property security registry (the “PPSR”) to request the security documents and lease agreements of the leased equipment at the Aurora Premises.
- (f) The Receiver engaged a third-party contractor to disconnect all terminated employees and third-party access to the BionX computer server and create a copy of the data on the Company server.
- (g) In accordance with the provisions of Sections 245 and 246(1) of the *Bankruptcy and Insolvency Act* (the “BIA”), the Receiver prepared and filed with the Office of the Superintendent of Bankruptcy the statutory reports; such reports were sent to all known creditors based on the Company books and records.
- (h) The Receiver reviewed all insurance policies to ensure adequate insurance coverage during the receivership. The Receiver contacted the insurance company to extend coverage until June 30, 2018 and added its name as an additional insured and loss payee to the policies.
- (i) With the assistance of certain Retained Employees, the Receiver arranged for and oversaw the assembly of certain products in a limited capacity and sold such

products to satisfy customer orders and maximize recoveries from BionX inventory on hand at the date of the receivership.

- (j) During the receivership proceedings, the Receiver reviewed and administered property claims from third parties to assets held by BionX.
- (k) With the assistance of certain Retained Employees, the Receiver pursued debtors for outstanding receivables owed to BionX as at the date of the receivership.
- (l) Worked with ADP (as defined below) to finalize the 2018 T4's and the issuance of records of employment.
- (m) Worked with ADP to remit payments to terminated employees for their outstanding employment entitlements, as described in the Second Report.
- (n) With the assistance of its counsel, the Receiver and its counsel spent significant time negotiating and settling the GM dispute, as described herein.
- (o) Administering the sale process as approved by the Appointment Order dated February 27, 2018.
- (p) Negotiated and entered into the Sale Agreements, as described herein.
- (q) Filed excise tax returns with Canada Revenue Agency, as required, and facilitating an excise tax audit and source deductions trust exam with Canada Revenue Agency.
- (r) The Receiver responded to employee inquiries regarding the employee entitlements, as described in the Second Report.
- (s) The Receiver corresponded and met with the Secured Creditor and their counsel.

- (t) The Receiver responded to numerous inquiries from creditors, customers and other stakeholders.
- (u) Administered the Case Website in accordance with the E-Service Protocol.
- (v) Prepared Court reports to seek reliefs and continue to update the Court with respect to the receivership proceedings.

SAFEGUARDING ASSETS

Taking Possession – BionX's head office in Aurora, Ontario

- 10. On February 27, 2018, the Receiver gained entry to the property located at 455 Magna Drive, Aurora, Ontario (the "**Aurora Premises**").
- 11. Upon the Receiver's arrival to the Aurora Premises, the Receiver determined that the Aurora Premises are shared with Elby Bikes Co. ("**Elby**"), Magna International Inc. ("**Magna**") and the Secured Creditor. The area BionX leased within the warehouse is easily identifiable and segregated from the areas leased by Elby and Magna.
- 12. The Receiver ensured that safeguarding measures were taken, including but not limited to changing the locks to secure the assets contained therein and placing security cameras at the entry points to the Aurora Premises.
- 13. The Receiver placed notices of the receivership around the Aurora Premises to notify the public of the receivership.
- 14. Prior to the receivership, BionX incurred rent and utility costs for the designated area it used within the Aurora Premises. Historically, BionX would then charge Elby 15% of the monthly rent and utility costs incurred for its use of offices within the Aurora Premises.

During the receivership proceedings, the Receiver continues to charge Elby for its share of the Aurora Premises under the same terms and conditions.

Taking Possession – Sherbrooke, Quebec

15. On February 27, 2018, the Receiver gained entry to the property located at 210 Rue Joseph-Robertson, Sherbrooke, Quebec (the “**Sherbrooke Premises**”).
16. The Sherbrooke Premises was leased by BionX International Inc. (the “**BionX International**”), the holding company that owns 100% shares of BionX. As a consequence of the receivership, all activities undertaken at the Sherbrooke Premises ceased.
17. On February 27, 2018, all employees at the Sherbrooke Premises were terminated.
18. The Receiver mandated a third-party contractor to transport all assets within the Sherbrooke Premises to the Aurora Premises.
19. The Receiver arranged for the cancellation of all utility accounts and insurance policies previously associated with the Sherbrooke Premises.
20. BionX vacated the Sherbrooke Premises and notified the landlord.

MONETIZATION OF ASSETS

Accounts Receivables (Trade and Other Receivables)

21. At the commencement of the receivership, the books and records of the Company reported the accounts receivable balance to be \$14,292,074 (including trade and other receivables). It was determined that \$10,025,489 of the \$14,292,074 represented gross pre-appointment receivables owing to BionX from wholly owned subsidiaries (as described below) and related companies of BionX. The remaining balance of \$4,266,585 represents

pre-appointment receivables owing from GM (\$2,656,288) and other customers (\$1,610,297).

22. During the receivership, no additional trade receivables were generated as all sales were made on a cash basis.
23. As at the date of this Third Report, the Receiver has not pursued any related companies of BionX for their debts owing as they are deemed uncommercial to collect due to their compromised financial status.
24. Prior to the receivership, BionX completed a significant pre-season order for numerous dealers totalling \$611,717. The balance of these receivables were due and payable in three (3) monthly instalments commencing April 1, 2018 and ending on June 1, 2018. Certain of the dealers refused to pay their outstanding debts on the premise that the BionX products were no longer saleable due to the absence of warranty on the products. The Receiver continues to pursue collection from these debtors.
25. On May 11, 2018, the Receiver instructed its counsel to issue demand letters to 2 debtors to enforce payments of their outstanding debts totalling \$447,449. As at the date of this Third Report, the Receiver's counsel continues to pursue the demand of such payments.
26. As at the date of this Third Report, the Receiver has collected \$195,087 from pre-appointment receivables.

Loan Receivable

27. At the commencement of the receivership, the Company's books and records reported a loan receivable from an officer of BionX totalling \$100,000 (excluding accrued interest). This officer had outstanding employee entitlements and was eligible to receive a

distribution. The Receiver and the officer agreed to an arrangement whereby the officer's net distribution for employee entitlement would be used to repay a portion of the loan.

Inventory

28. As at the commencement of the receivership, the Company's books and records reported an inventory balance of \$4,541,983 at book value¹.
29. The Receiver instructed Retained Employees to conduct an inventory count at the commencement of the receivership to ensure the inventory listing was accurate and could be used in the Sale Process.
30. Pursuant to section 81.1 of the *BIA*, the Receiver received 2 property claims from suppliers for certain inventory during the receivership. Upon review of all documentation provided by the suppliers, the Receiver facilitated the repossession of the claimed property.
31. The Receiver reviewed all goods in transit with its counsel to determine the party who had the title to goods shipped prior to the commencement of the receivership. Pursuant to the provisions of the *BIA* and pre-appointment delivery terms, the Receiver's counsel advised that the Receiver could accept delivery of any goods in transit shipped under terms of 'Ex Works' or of similar meaning. Such goods in transit totalling \$212,641 at book value.

BionX Subsidiaries

32. BionX wholly owns four (4) subsidiaries, which are detailed as follows:
 - (a) BionX GmbH (Munich);
 - (b) BionX Europe GmbH (Weiss);

¹ Inventory includes all raw materials located at the Aurora Premises, finished goods stored at the Aurora Premises and inventory in transit from suppliers or stored for clearance.

(c) Innovator Propulsion Systems (Suzhou) Co., Ltd.; and

(d) BionX of America Inc. (collectively, the “**BionX Subsidiaries**”).

33. All BionX Subsidiaries ceased their operations prior to the receivership, with the exception of BionX GmbH (Munich).
34. The Receiver continues to monitor the weekly cash flow forecast of BionX GmbH (Munich) throughout the receivership.
35. Historically, BionX would periodically advance funding to the BionX Subsidiaries to enable them to continue operations. No funding has been provided during the receivership. The Receiver understands that BionX GmbH is likely to be wound down due to the results of the sale process described below.

Third Party Assets

36. Prior to the receivership, BionX leased a 2016 Ford Van Transit (the “**Van**”) from Ford Credit. Pursuant to advice from Receiver’s counsel, it was concluded that no equity vested in the Van and Ford Credit’s security interest was perfected.
37. On March 21, 2018, the Receiver disclaimed the Van lease, and Ford Credit has since collected it from the Aurora Premises.
38. Since February 27, 2013, BionX rented a fork truck from Yale Industries (“**Yale**”). Pursuant to the provisions within the *Personal Property and Security Act* (Ontario), the Receiver asserted a claim to ownership of the fork truck and communicated its position to Yale. The Receiver did not receive a response back from Yale.
39. The Receiver received a claim to seven (7) pieces of artwork commissioned by the artist P Fromme Douglas (the “**Artwork**”), from Magna. Based on various forms of documentation provided by Magna representatives, the Receiver was satisfied with

Magna's claim to ownership of the Artwork. The Artwork has since been released to Magna.

40. Throughout the course of the receivership, the Receiver has received claims from terminated employees for personal belongings stored at the Aurora Premises. Upon receipt of proof of ownership, the Receiver has allowed these terminated employees to collect their belongings.

THE CONTINUANCE OF LIMITED ASSEMBLY OF INVENTORY

41. Upon its appointment, the Receiver analysed the feasibility of conducting limited assembly during the receivership. To complete the analysis, the Receiver reviewed and utilized various types of information, including but not limited to; the inventory on hand as per BionX books and records, historical sale and cost prices extracted from BionX books and records, orders received from customers both pre-receivership and post-receivership and expertise of the Retained Employees to complete customers' orders during the receivership.
42. Based on the above analysis, the Receiver determined that a greater value would be achieved from the sale of inventory to customers through limited assembly of existing inventory as opposed to the sale of inventory as an asset with the sale of business. The Receiver determined that this would ensure a greater return to the stakeholders of BionX.
43. As summarized below, by selling inventory to customers during the receivership, the Receiver generated net cash realizations of \$806,699 on an inventory book value of \$589,990.

Inventory Sold to Customers	
Gross Cash Realizations	904,502
Less: Direct Costs	(97,803)
Net Cash Realizations	806,699

44. Due to the limited inventory on hand at the date of the receivership and customer orders received for complete systems, the Receiver determined that it would not sell any major components (e.g. motors or batteries) used in the assembly of complete systems in order to satisfy the customer orders.
45. With the exception of a minimal supply to complete a large customer order, no inventory was purchased during the receivership. All customer orders fulfilled during the receivership utilized the inventory on hand at the date of the receivership.
46. All sales were completed on a “as is, where is” basis with no warranties and no pre-appointment warranties or after-sales services were honoured during the receivership.
47. At the date of this Third Report, limited assembly activity has been wound down and ceased.

EMPLOYEE MATTERS

Employee and Contractor Matters

48. On February 27, 2018, all BionX employees and contractors were terminated. The Receiver’s representatives advised all employees and contractors in attendance at the Aurora Premises. For those not in attendance, the Receiver’s representatives requested and received their details to contact and advised them of same. Similarly, a representative of the Receiver’s affiliate firm in Quebec attended the Sherbrooke Premises and advised the employees of their termination.

49. As at the date of the Receiver's appointment, it was determined that the employees remunerated on an hourly-basis were owed seven (7) days of accrued wages and employees remunerated based on salary were owed two (2) days of accrued wages.
50. On March 9, 2018, the Receiver remitted payment for unpaid wages and contributions to certain employees' Registered Retirement Savings Plan, using funds advanced from the Secured Creditor.
51. Subsequent to the abovementioned payment, the Receiver prepared and issued all terminated employees their Records of Employment.
52. The Receiver prepared and issued T4's for the period up to the receivership to all terminated employees.
53. The Receiver retained a total of nineteen (19) terminated employees of BionX as contractors to assist with the administration of this proceeding. The main tasks carried out by the Retained Employees have been preparing the assets for sale, conducting limited assembly activities and assisting the Receiver with its statutory obligations.
54. Some of the Retained Employees provided services to Elby whilst contracted by the Receiver. The Receiver charged Elby for these costs.
55. At the date of this Third Report, sixteen of the nineteen Retained Employees have been advised that their services will no longer be required. Three will continue to assist the Receiver in the short term.

Employee and Contractor Entitlements

56. As detailed in the Receiver's Second Report, the Receiver engaged the services of the pre-appointment payroll contractor ("**ADP**") to calculate entitlements owed to employees at the date of the receivership, subject to applicable provincial legislation.

57. It was determined that terminated employees were owed an aggregate of \$1,450,646 for outstanding entitlements as at the commencement of the receivership, per applicable provincial legislation. In addition, it was determined pre-appointment contractors of BionX who performed services prior to the receivership were owed unpaid wages aggregating \$78,640.
58. The Receiver sought an Order from the Court seeking relief to remit the aggregate payment of \$1,529,287 to terminated employees and contractors with funds provided by the Secured Creditor.
59. The April 30th Order granted the abovementioned relief.
60. On May 16, 2018, the Secured Creditor advanced \$1,529,287 to the Receiver for distribution.
61. The Receiver made direct payment to contractors for their unpaid wages and with the assistance of ADP arranged for payment to the employees.

THE GM DISPUTE AND THE SETTLEMENT AGREEMENT

The Receiver's Review and Conclusion of the BionX Claim

62. In the First Report, the Receiver prepared a summary which outlined the results of its investigation into the BionX Claim (i.e. the Disputed Amount) (the “**Disputed Amount Summary**”). Subsequent to the First Report, the Receiver completed its investigation of the Disputed Amount.
63. The Receiver was able to obtain sufficient supporting documentation to determine the validity of the amounts comprising the BionX Claim against GM and make the necessary adjustments to same.

The Receiver's Dealings with GM Subsequent to the First Report

64. On March 8, 2018, GM served the Receiver with a motion for an interim order for recovery of personal property (i.e. the Schedule "A" Assets) under Rule 44.01 of the *Rules of Civil Procedure* ("**GM's Interim Order Motion**"). Pursuant to Rule 44.01(1), a motion for the recovery of property may be instituted where the property was unlawfully taken out of the plaintiff's possession, or where the property is unlawfully detained.
65. BTZ, on behalf of the Receiver, filed a notice of motion requesting that the Court provide advice and direction with respect to the amount required to be paid by GM for the Schedule "A" Assets (the "**Receiver's GM Motion**").
66. On March 14, 2018, GM's Interim Order Motion and the Receiver's GM Motion was heard.
67. On March 15, 2018, Mr. Justice Pattillo issued an Endorsement (the "**March 15, 2018 Endorsement**") that, among other things:
 - (a) based on the information put forth, the Court could not determine that: (i) GM was the owner to the Schedule "A" Assets based on its payments of invoices 1 to 18; or (ii) GM only became the owner after payment of all amounts owing under the Beta Program Purchase Order;
 - (b) adjourned the Receiver's GM Motion to allow for the parties to present better evidence in support of their positions; and
 - (c) advised that GM provide an undertaking to the Court for payment of any amount found to be owing by it in respect of the Schedule "A" Assets over and above what it has already paid to BionX; and
 - (d) granted GM possession of the Schedule "A" Assets based on the execution of a satisfactory undertaking to the Court.

A copy of the March 15, 2018 Endorsement is attached hereto as **Appendix “3”**.

68. On March 16, 2018, Mr. Justice Pattillo issued an Order dated March 15, 2018 (the “**March 15, 2018 Order**”) that, among other things:

- (a) ordered GM to give the Undertaking to the Court, in the form attached as Schedule “B” to the March 15, 2018 Order, as security for the removal of the Schedule “A” Assets pending further court order; and
- (b) granted GM possession of the Schedule “A” Assets, upon compliance with the above Undertaking.

A copy of the March 15, 2018 Order, is attached hereto as **Appendix “4”**.

Discussions with GM Regarding a Settlement to the GM Dispute

- 69. On March 20, 2018, the Receiver attended a conference call with representatives from GM to discuss a potential business solution to the GM Dispute.
- 70. Between March 21, 2018 to March 26, 2018, the Receiver continued to correspond with GM and exchange information to assist the parties in reaching a settlement of the GM Dispute.

Settlement Agreement

- 71. On or about April 24, 2018, the Receiver and GM agreed on the terms of a settlement subject to mutually satisfactory documentation for approximately \$975,000, consisting of US\$452,742 and \$394,562 in addition to mutual releases from the Receiver and GM (the “**GM Settlement Offer**”). As a gesture of good faith by both parties, the Receiver agreed to release the 38 Drive Units in exchange for a payment from GM in the amount of US\$279,110, including HST of US\$32,110, prior to the final agreement being executed.

72. On April 26, 2018, representatives from GM attended the Aurora Facility and the Receiver facilitated the removal of the Drive Units. The Receiver obtained payment of US\$279,110 on April 27, 2018.
73. In addition, on May 10, 2018 and May 11, 2018, representatives from GM attended the Aurora Facility and the Receiver facilitated the removal of the Production Tooling located at the Aurora Facility. The Receiver obtained payment of US\$80,000 from GM on May 15, 2018.
74. On May 24, 2018, the Receiver and GM finalized and executed a settlement agreement dated May 24, 2018 to settle the GM Dispute (the “**GM Settlement Agreement**”), a copy of which is attached hereto as **Appendix “5”**. The key terms of the GM Settlement Agreement are outlined below:
- (a) payments by GM to the Receiver of US\$142,089 including HST and CAD\$445,855 including HST, subject to adjustment, for any missing parts. These payments are in addition to the amount received by the Receiver prior to execution of the GM Settlement Agreement;
 - (b) vesting of title of the subject parts to GM, free of any liens, claims, encumbrances, interests or other rights that the Receiver or BionX may have; and
 - (c) releases in favour of both GM and the Receiver.
75. On June 4, 2018 and June 5, 2018, representatives from GM attended the Aurora Facility and the Receiver facilitated the removal of the Production Parts and remaining Beta Program Assets located at the Aurora Facility. On June 7, 2018, GM paid the Receiver \$CAD445,855 (inclusive of HST).

76. As at the date of this Third Report, the Receiver has received payments of US\$359,110 and \$CAD445,855 inclusive of HST under the GM Settlement Agreement; an amount of \$US142,089 (inclusive of HST) remains outstanding.

Conclusion and Recommendation

77. The Receiver respectfully requests that this Court approve the GM Settlement Agreement and issue the required vesting order contemplated in same. The GM Settlement Agreement avoids any further costs and expenses in respect of the litigation with GM, including avoiding litigation risk as to the determination by the Court of the various disputes between GM and BionX.

SUMMARY OF THE SALE PROCESS

78. Pursuant to the Appointment Order, the Receiver was authorized and directed to conduct a sale process, including pursuing all offers for sales of material parts of the business of the Company, in whole or part, subject to prior approval of this Court being obtained before any sale (the “**Sale Process**”).
79. The Receiver developed a Sale Process in three phases as outlined in Schedule A appended to the Appointment Order. With the assistance of certain Retained Employees and based on the Company’s books and records, the Receiver reviewed and categorized all of the known assets into 32 separate parcels. A copy of the breakdown of each parcel is hereto attached as **Appendix “6”**.

Phase 1: Preparation

80. The Receiver prepared a list of potential purchasers, including but not limited to:

- (a) industry participants identified through industry research that are in the business of bicycles, electric propulsion systems and motors;
 - (b) parties that had approached the Company, the Secured Creditor or the Receiver indicating interest in the opportunity prior or during the receivership proceedings;
 - (c) local and national liquidation companies; and
 - (d) pre-existing customers and former employees of BionX who had expressed interest.
81. Upon conclusion of this process, the Receiver initially identified 117 potential purchasers (the “**Known Potential Purchasers**”).
82. The Receiver prepared of the initial materials for the electronic data room (the “**Data Room**”).
83. The Receiver prepared the following documents:
- (a) A notice of the Sale Process which was published in the *Globe and Mail* (National Edition) on March 28, 2018, a copy of which is attached hereto as **Appendix “7”**;
 - (b) A process summary describing the opportunity, outlining the process under the sale process, and inviting recipients to express their interest pursuant to the sale process (the “**Solicitation Letter**”), a copy of which is attached as **Appendix “8”**;
 - (c) A form of non-disclosure agreement to be signed by Potential Bidders (defined below) interested in receiving additional information regarding the opportunity and access the Data Room (an “**NDA**”), a copy of which is attached as **Appendix “9”**; and

- (d) A form of offer outlining the available parcels and a form of Asset Purchase Agreement (the “**APA**”), copies of which are attached as **Appendix “10”**.

Phase 2: Marketing Assets

84. The Receiver contacted the Known Potential Purchasers. The Receiver sent the Solicitation Letter and NDA to all of the Known Potential Purchasers by March 29, 2018 via email.
85. From the advertisements in the Globe and Mail and from the news of the Sale Process circulating among other industry participants, the Receiver was contacted by an additional 14 parties who expressed interest in the Sale Process (together with the Known Potential Purchasers, totaling 131, the “**Potential Purchasers**”).
86. The Receiver provided all Potential Purchasers with the Solicitation Letter and the NDA via email. In order to gain access to the Data Room and the materials contained therein, the Potential Purchasers were required to execute the NDA and to return the same to the Receiver.
87. In total, 30 Potential Purchasers provided the Receiver with the executed NDA (collectively, the “**Prospective Purchasers**”). Once the NDA was received by the Receiver, each of the Prospective Purchasers were provided access to the Data Room². The Prospective Purchasers were encouraged to review the materials and documentation in the Data Room and to forward any questions or requests for supplementary information or documentation to the Receiver.

² Documents made available in the Data Room includes materials related to the financials, vendors, leases, marketing materials, taxation documentation, patents and trademarks, subsidiaries, sales and engineering documents

88. During the course of the Sale Process, the Receiver monitored the activities of the Data Room and periodically uploaded requested additional detailed information on a consistent basis.

Site Visits

89. The Receiver provided all Prospective Purchasers with the opportunity to schedule site visits to allow for the Prospective Purchasers to tour the Aurora Premises and ask questions to the Receiver, if any.
90. Initial site visits were scheduled and attended by five Prospective Purchasers. The Receiver was present for all site visits conducted on the Aurora Premises and was available to answer all questions brought forth by Prospective Purchasers.

Removal of Parcel 25 from the Sale Process

91. As described in this Third Report, shortly before the offer deadline, Magna provided the Receiver with documentation in support of its claim to ownership of 7 paintings listed as Parcel 25 in the Offer Form. The Receiver removed Parcel 25 from the Offer Form a few days prior to the offer bid deadline of May 15, 2018 (the “**Offer Deadline**”).

Offer Deadline

92. On May 3, 2018, the Receiver sent an email reminder to all Prospective Purchasers regarding the Offer Deadline and outlined the required documentation as follows:
- (a) A blackline version of the form of APA;
 - (b) A clean, executed copy of the form of APA;
 - (c) A completed Offer Form; and
 - (d) A certified cheque or bank draft payable to Grant Thornton Limited, in Trust, in the amount representing 10% of the purchase price submitted.

Phase 3: The Results of the Sale Process

93. By the Offer Deadline, the Receiver received a total of 7 offer submissions comprised of the following:

- (a) 6 parcel offers on a combination of different asset parcels (the “**Parcel Offers**”); and
- (b) 1 going concern offer including substantially all the parcels with a few excluded assets (the “**Going Concern Offer**”).

A detailed summary of the Prospective Purchasers (the “**Round 1 Offers**”) prepared by the Receiver is hereto attached as **Confidential Appendix “1”**. Notwithstanding that the APA provided by the Receiver to Prospective Purchasers contemplated an offer without any conditions, certain of Round 1 Offers included certain deletions and due diligence conditions and/or other additional conditions.

94. Of the 6 Parcel Offers, 3 Prospective Purchasers submitted en bloc offers, 2 Prospective Purchasers submitted not en bloc offers, and 1 Prospective Purchaser did not indicate the nature of their offer.

95. The Receiver reviewed all offers in consultation with its counsel and the Secured Creditor.

96. The Receiver held extensive discussions with the Going Concern Offer party to attempt to reach an acceptable agreement and offered an opportunity for the Prospective Purchaser to increase the purchase price under Going Concern Offer. Ultimately, the party's highest and best offer provided insufficient recoveries to the BionX estate compared to the Parcel Offers.

97. The Receiver held discussions with the top 4 parties who submitted Parcel Offers to answer questions and encourage these parties to submit revised offers with acceptable terms and conditions.
98. A total of 3 Parcel Offers submitted revised offers (the “**Round 2 Offers**”) as detailed in the summary of the Round 2 Offers attached hereto as **Confidential Appendix “2”**.
99. The Receiver identified 3 Parcel Offers from different entities (the “**Accepted Purchasers**”) that, when combined, yielded the highest offer for select parcels (the “**Accepted Bids**”).
100. The Receiver negotiated asset purchase agreements (the “**Sale Agreements**”) with each of the Accepted Purchasers, which are attached hereto as **Appendices “11”, “12” and “13”**. The purchase price information in the Sale Agreements has been redacted to maintain a competitive sales process for the assets of BionX if any of the transactions contemplated by Sale Agreements fail to close.
101. The Accepted Purchasers and the respective Parcel Offers are summarized as follows:
 - (a) Crescent Commercial Corporation: Parcels 8 to 24;
 - (b) 7575289 Canada Inc.: Parcels 2, 3, and 5; and
 - (c) Amego Electric Vehicles Inc.: Parcel 1.
102. Taking the above summary into consideration, the remaining parcels are the following:
 - (a) Parcel 4: Wheels, Rims & Related Components;
 - (b) Parcel 6: Hardware & Accessories;
 - (c) Parcel 7: Miscellaneous Parts & Inventory;
 - (d) Parcels 25-26: Patents;

- (e) Parcel 27: Trademarks;
- (f) Parcel 28: Domains;
- (g) Parcel 29: Customer Listing;
- (h) Parcel 30: Subsidiary Shares; and
- (i) Parcel 31: Accounts Receivable (the “**Remaining Parcels**”).

103. As at the date of this Third Report, the Receiver continues to identify and work with potential purchasers for the sale of the Remaining Parcels to maximize value for creditors.

The Receiver's Comments

104. The Receiver is of the view that the business and assets have been adequately exposed to the market through the Sale Process and that the Sale Process provided for a process that is commercially reasonable in the circumstances.
105. The Receiver is of the view, supported by the results of the Sale Process, that the Accepted Bids submitted by the Accepted Purchasers represent the highest monetary recovery for the benefit of BionX's stakeholders. The Receiver is of the view that it made sufficient efforts to obtain the aggregated purchase price and notes that the bids are supported by the sole Secured Creditor.
106. The Receiver therefore requests that the Court approve the Sale Agreements with the Accepted Purchasers, vest the purchased assets described in the Sale Agreements in the Accepted Purchasers free and clear of claims and encumbrances and authorize the Receiver to take all steps necessary to complete the transactions contemplated by the Sale Agreements.

107. The only outstanding condition under the Sale Agreement is the requirement that the Receiver obtain an approval and vesting orders contemplated by the Sale Agreements.

RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

108. The Receiver holds two bank accounts (USD and CAD). To convert monies held in the USD bank account to CAD to show the total funds held at June 1, 2018, the Receiver used the exchange rate of USD: 1.2709 CAD.
109. As at June 1, 2018, the Receiver held receipts in excess of disbursements of \$1,127,773, before payment of the Interim Fees and the proposed interim distribution to the Secured Creditor, the proceeds received from resolution of the GM Dispute, and settlement proceeds received from the sale of the business and assets, as reflected in the Receiver's Interim R&D attached hereto as **Appendix "14"**.

SECURED CREDITOR AND PROPOSED INTERIM DISTRIBUTION

Secured Creditors

110. Based on a review of registrations made under the *Personal Property Security Act* (Ontario), as of February 27, 2018 the following parties had registered financing statements against BionX's personal property:
- (a) SCC, with a General Security Agreement (the "**GSA**") against BionX's personal property; and
 - (b) Ford Credit Canada, with a specific security interest over the Van.
111. As discussed earlier in this report, the lease to the Van was disclaimed by the Receiver and the Van has since been collected, resulting in Ford Credit Canada's residual claim if any to be unsecured.

112. The Receiver's legal counsel conducted a review of SCC's security to confirm whether their security interest was properly perfected and enforceable as against as a trustee in bankruptcy.
113. It was opined by the Receiver's independent legal counsel that SCC has a secured claim of at least \$1,421,000, subject to customary caveats and qualifications. It is currently not clear that there will be recovery from the sale of assets above \$1,421,000.

Priority Claims

114. The Receiver has prepared an analysis to estimate the distribution of funds to priority and secured creditors. To prepare this analysis, the Receiver identified the following claims:
- (a) Employee priority charge ("the **Employee Charge**") amounting to \$101,006. Pursuant to the April 30th Order, the Employee Charge is subrogated to SCC.
 - (b) As mentioned earlier in this report, the CRA is yet to finalize its trust examination and provide its results. Based on the Company's records, there is an amount of \$5,720 outstanding for HST/GST and/or Source Deductions.
 - (c) Per the Company's records and the QST filing for February 2018 prepared by the bookkeeper for BionX, BionX owes Revenue Quebec \$22,000.
115. The Receiver intended to remit payment from the Employee Charge and retain a reserve for ongoing administrative expenses and potential priority claims.
116. At this time, the Receiver is seeking to authorize interim distributions to the Secured Creditor up to a maximum of \$1,421,000 in order to efficiently administer these receivership proceedings and avoid the need for seeking further relief from the Court in order to make additional distributions to the Secured Creditor.

117. Once the Receiver is in receipt of all settlement proceeds, it will complete a final analysis to determine and propose to the Court the distribution of the remaining funds, if any.

PROFESSIONAL FEES

118. The Receiver and its legal counsel have maintained detailed records of their professional time and costs since the Receivership Order was granted.
119. Paragraph 19 of the Receivership Order provides that the Receiver and its legal counsel shall be paid their reasonable fees and disbursements. In addition, the Receiver and its legal counsel were granted a first charge on the property of BionX as security for such fees and disbursements.
120. The total fees and disbursements of the Receiver from February 27, 2018 to May 31, 2018 related to this receivership proceeding, amount to \$537,336.11 and HST in the amount of \$69,853.69, totaling \$607,189.80. Time spent by the Receiver is more particularly described in the Affidavit of Michael G. Creber sworn June 5, 2018, a copy of which is attached hereto as Appendix **"15"**.
121. The total legal fees and disbursements incurred by the Receiver during the receivership for services provided to the Receiver by its independent counsel, BTZ Law during the period from February 27, 2018 to April 30, 2018 amount to \$92,492.50 plus disbursements in the amount of \$976.77 and HST in the amount of \$12,151.01, totaling \$105,620.28. The time spent by BTZ Law is more particularly described in the affidavit of Caitlin Fell sworn June 7, 2018, a copy of which is attached hereto as **Appendix "16"**.
122. Stikeman Elliott LLP ("**Stikeman**"), counsel to the Receiver and SCC, has not rendered an account to the Receiver for services provided to the Receiver by Stikeman during these

122. Stikeman Elliott LLP ("**Stikeman**"), counsel to the Receiver and SCC, has not rendered an account to the Receiver for services provided to the Receiver by Stikeman during these proceedings. The Receiver understands that approval of legal fees and disbursements of Stikeman will be sought at a later date.

CONCLUSION AND RECOMMENDATION

123. For the reasons set out in this Receiver's Third Report, the Receiver is of the view that the relief requested is reasonable and appropriate in the circumstances and respectfully recommends that this Court make the Order granting the Receiver's requested relief.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 8 day of June, 2018.

**GRANT THORNTON LIMITED, AS THE COURT-APPOINTED RECEIVER OF BIONX INC.
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

Per: 

Michael G. Creber, CPA, CA, CIRP, LIT
Senior Vice-President

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX INC.
Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

**THIRD REPORT
OF THE RECEIVER DATED JUNE 8, 2018**

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Lawyers for the Court-Appointed Receiver

APPENDIX 1

Court File No. CV-18-592741-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST



HONOURABLE MR
 JUSTICE M^CEWEN

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TUESDAY, THE 27th
 DAY OF FEBRUARY, 2018

STRONACH CONSULTING CORP.

Applicant

- and -

BIONX CANADA INC.

Respondent

ORDER
(appointing Receiver)

THIS APPLICATION made by Stronach Consulting Corp. ("SCC") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Grant Thornton Limited ("**GTL**") as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of BionX Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John Simonetti sworn February 23, 2018 and the Exhibits thereto, the Pre-Filing report of the proposed Receiver dated February 26, 2018, and on hearing the submissions of counsel for SCC, counsel for GTL and counsel for the Debtor, no one else appearing although duly served as appears from the affidavit of service of C. Haddon Murray sworn February 26, 2018 and on reading the consent of GTL to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, GTL is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order, and in this regard the Receiver is specifically authorized to retain counsel for SCC to advise and represent it save and except on matters upon which the Receiver in its judgment determines it requires independent advice, in which case the Receiver shall retain Brauti Thorning Zibarras LLP;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

SALE PROCESS

4. THIS COURT ORDERS that the Receiver is authorized and directed to conduct the sale process, as set out in Appendix "A" hereto, including pursuing all offers for sales of material parts of the business of the debtor or Property, in whole or part, subject to prior approval of this Court being obtained before any sale (except as permitted by paragraph 3(l)(i)).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting

records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

8. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court

upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

9. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

15. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in

respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in

pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA and subordinate to any properly registered and valid purchase money security interest, as described in section 33 of the *Personal Property Security Act*, R.S.O. 1990, c. P.10 ("**PMSIs**").

20. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates

and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to any PMSIs, the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.GrantThornton.ca/Bionx.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this

Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. THIS COURT ORDERS that SCC shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of SCC's security or, if not so provided by SCC's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



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ON / BOOK NO:
LE / DANS LE REGISTRE NO:

FEB 27 2018

PER / PAR:



SCHEDULE "A"

SALE PROCESS

1. The Sale Process includes three phases.

Phase 1: Preparation - Time Frame: 10 days

2. During Phase 1 the Receiver will:

- (a) further review the assets of Bionx;
- (b) prepare the following documentation:
 - (i) a form of solicitation letter summarizing the Sales Process and soliciting parties to express their interest in same (the "**Solicitation Letter**");
 - (ii) a form of non-disclosure agreement (the "**NDA**") to be executed in order to obtain a copy of the Sales Package and to further participate in the Sales Process
 - (iii) a form of offer; and a form of Asset Purchase Agreement ("**APA**").
- (c) prepare a data room (the "**Data Room**") containing, among other things, financial information, agreements, leases, contracts, customer information, and any other information located to be shared with prospective purchasers subsequent to receiving an executed NDA; and
- (d) identify and prepare a list of potential purchasers for the assets of Bionx ("**Potential Purchasers**").

Phase 2: Marketing Assets - Time Frame: 60 days

3. During Phase 2 the Receiver will:

- (a) send the Solicitation Letter and NDA to the Potential Purchasers identified in Phase 1 and any further Potential Purchasers who are subsequently identified;
- (b) directly communicate with industry participants who have expressed an interest in or who the Receiver believes may have an interest in the Bionx's Property and/or operation;
- (c) advertise the sale of the Property in a Canadian national newspaper;
- (d) allow any Potential Purchasers who execute the NDA to access the data room;
- (e) permit Potential Purchasers to inspect the assets;
- (f) maintain the Data Room; and
- (g) collect offers from Potential Purchasers;

Phase 3: Entering into APA - Time Frame: 20 days

4. During Phase 3 the Receiver will:

- (a) review all offers submitted in Phase 2 and discuss same with the applicable offeror and SCC;
- (b) if there is more than one acceptable offer, determine the offer that, in the Receiver's view, is superior (the "**Superior Offer**") with consideration of, among other things, the following factors:
 - (i) the total value offered;

- (ii) the terms and conditions of the offer; and
 - (iii) the Receiver's opinion of the likelihood of successfully completing the transaction contemplated by the offer.
 - (iv) inform the offeror of the Superior Offer that their offer will be proceeding, negotiate and execute an APA with said offeror and, subject to court approval, close the transaction.
5. The Receiver shall have discretion to amend or vary the Sale Process in order to maximize value for stakeholders, including the ability to terminate the Sale Process if the Receiver believes that there are no interested parties for the assets and it is reasonably appropriate in the circumstances.
6. The sale of the Property shall be conditional upon this Honourable Court's approval of the recommended purchaser(s) and the terms of the agreement(s) of purchase and sale. The Receiver will attend before this Honourable Court upon the completion of the sales process to seek approval of the recommended purchaser(s) and the agreement(s) of purchase and sale prior to closing any sale transaction(s).

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that GTL, the receiver (the "Receiver") of the assets, undertakings and properties of BionX Canada Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number ____-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the ____ day of _____, 20__.

Grant Thornton Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

STRONACH CONSULTING CORP. BIONX CANADA INC.
Applicant and Respondent

Court File No.: CV-18-592741-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER
(APPOINTING RECEIVER)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Haddon Murray LSUC# 61640P
Tel: (416) 869-5239
Fax: +1 416 947 0866

Lawyers for the Applicant

27-Feb-2018

STRONACH CONSULTING CORP.
Applicant and Respondent

BIONX CANADA INC.

Court File No.: CV-18-592741-00CL

27 Feb 18.

and getting Receivers bill
to an unopposed basis as per
draft filed & signed. The G.M.
motion will be heard Mon 9/18
if necessary. At 9:30 p.m. in both
matters will be ~~heard~~ conducted a
Mon 6/18. The terms of the draft
order include the amounts in para
3(b)(i) are reasonable. Am. Tisser
concerning fees rights can be dealt
with when the order comes back
to the Court. The sales process
proposed is also reasonable in the
circumstances.

McE...

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

APPLICATION RECORD

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Haddon Murray LSUC# 61640P
Tel: (416) 869-5239
Fax: +1 416 947 0866

Lawyers for the Applicant



APPENDIX 2

Court File No.: CV-18-592741-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	MONDAY, THE 30 th
	)	
JUSTICE WILTON-SIEGEL	)	DAY OF APRIL, 2018
	)	

BETWEEN:

STRONACH CONSULTING CORP.

Applicant

- and -

BIONX CANADA INC.

Respondent



ORDER
(Re: Employee Entitlements)

THIS MOTION, made by Grant Thornton Limited (“GTL”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of BionX Canada Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, for an order, among other things, authorizing and directing the Receiver to make distributions in respect of certain Termination Entitlements and Contract Worker Arrears (as defined herein) was heard on Monday, April 30, 2018, at 330 University Ave, Toronto, Ontario.

ON READING the Second Report of the Receiver to the Court dated April 16, 2018 (the “**Second Report**”) and on hearing the submissions of the lawyer(s) for the Receiver and for Stronach Consulting Corp. (“**SCC**”), no other parties present, although

properly served as appears from the Affidavit of Service of Monica Palko sworn April 19, 2018,

1. THIS COURT ORDERS AND DECLARES that capitalized terms not defined herein have the meaning set out in the Second Report.

2. THIS COURT ORDERS AND DECLARES that the Second Report and the activities of the Receiver set out therein, including the distribution \$56,359 to Employees in respect of Outstanding Wages, are hereby approved.

3. THIS COURT ORDERS AND DECLARES that the Receiver is authorized and directed to receive and hold in a separate account funds advanced by SCC for the benefit of the Employees set out in the Employee Entitlement Schedule included with the Second Report as Confidential Appendix "1" (the "**Termination Entitlements**"), pending distribution.

4. THIS COURT ORDERS AND DECLARES that the Receiver is authorized and directed to distribute on behalf of the Debtor funds advanced by SCC in the aggregate amount of \$1,450,187, of which \$101,006 will be in respect of Priority Employee Claims, to Employees in complete satisfaction of the Termination Entitlements, and subject to such reasonable variations as the Receiver deems necessary or appropriate pursuant to paragraph 7, below.

5. THIS COURT ORDERS AND DECLARES that the Receiver is authorized and directed to receive and hold in a separate account funds advanced by SCC for the benefit of the Contract Workers set out in the Contract Worker Arrears Schedule included with the Second Report as Confidential Appendix "2" (the "**Contract Worker Arrears**") pending distribution.

6. THIS COURT ORDERS AND DECLARES that the Receiver is authorized and directed to receive, hold separately and distribute on behalf of the Debtor funds advanced by SCC in the aggregate amount \$77,976 to Contract Workers in satisfaction of the Contract Worker Arrears, and subject to such reasonable variations as the Receiver deems necessary or appropriate pursuant to paragraph 7, below.

7. THIS COURT ORDERS AND DECLARES the Receiver is authorized to vary the quantum of the distributions set out in paragraphs 4 and 6 above as the Receiver deems necessary or appropriate, including but not limited to ensuring that the calculation of the Termination Entitlements conforms with statutory obligations and to correct any minor errors with respect to Contract Employee Arrears, without further authorization of this Court.

8. THIS COURT ORDERS that the Receiver is authorized and directed to return any amounts advanced by SCC that are not paid to Employees or Contract Workers as a result of variances pursuant paragraph 7.

9. THIS COURT ORDERS AND DECLARES that amounts advanced by SCC in respect of distributions made in respect of Priority Employee Claims to a maximum amount of \$101,006 shall be granted priority under the Receiver's Borrowings Charge (as defined in the Order of Justice McEwen dated February 27, 2018). The remaining balance of the amounts advanced by SCC in respect of Employee Entitlements and Contract Worker Arrears, in the amount of \$1,427,157, subject to paragraph 7 above, shall be unsecured claims against the Debtor's estate.

10. THIS COURT ORDERS that, notwithstanding:

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

the receipt, holding and distributions of funds authorized pursuant to this Order (the "**Distributions**") shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the

Bankruptcy and Insolvency Act (Canada) or any other applicable federal or provincial legislation nor shall the Distributions, or advance of funds by SCC in respect of same, constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. THIS COURT ORDERS that the Receiver and SCC shall not be liable for any employee-related liabilities, including or successor employer liabilities as provided for in section 14.06(1.2) of the BIA, or co-employer liabilities, other than such amounts as the Receiver or SCC may specifically agree in writing to pay, as a result of the receipt, holding and distributions of funds authorized pursuant to this Order.

12. THIS COURT ORDERS that GTL, the Receiver and SCC shall incur no liability or obligation as a result of the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

13. THIS COURT ORDERS that Confidential Appendices "1" and "2" of the Second Report are sealed until further Order of the Court.

W. J. H. J.

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

APR 30 2018

PER / PAR:

NB

STRONACH CONSULTING CORP.
Applicant

and

BIONX CANADA INC.
Respondent

Court File No.: CV-18-592741-00CL

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

Proceeding commenced at Toronto

**ORDER
(RE: EMPLOYEE ENTITLEMENTS)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
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199 Bay Street
Toronto, Canada M5L 1B9

Haddon Murray LSUC# 61640P
Tel: (416) 869-5239
Fax: +1 416 947 0866

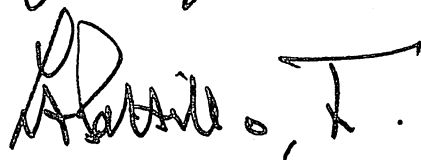
Lawyers for the Court-Appointed Receiver

APPENDIX 3

March 16, 2018

Counsel have agreed on the form of undertaking to be provided by GUN and the ~~jud~~ order arising from my decision of March 15, 2018. Upon the undertaking being filed with the Court, GUN shall be entitled to obtain the Disputed Assets. If there are any issues, I may be spoken to. This matter is put over before me to April 3, 2018 at 9:30 for a status report and scheduling.

Order signed by me.

 Marshall, J.

COUNSEL SLIP

99

COURT FILE NO 18-00592741DATE March 16/18

NO ON LIST _____

TITLE OF
PROCEEDINGStronach Consulting Corp.COUNSEL FOR:
PLAINTIFF(S)
APPLICANT(S)
PETITIONER(S)

PHONE & FAX NOS

COUNSEL FOR:
DEFENDANT(S)
RESPONDENT(S)

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(AIA)

APPENDIX 4

COURT FILE NO.: CV-18-592741-00CL

DATE: 20180315

SUPERIOR COURT OF JUSTICE – ONTARIO
COMMERCIAL LIST

RE: STRONACH CONSULTING CORP., Applicant

AND:

BIONX CANADA INC., Respondent

COUNSEL: SEE ATTACHED COUNSEL SLIP

HEARD: MARCH 14, 2018

[1] General Motors LLC and General Motors Company of Canada (collectively “GM”) bring this motion pursuant to s. 104 of the *Courts of Justice Act* and r. 44.01(1) of the *Rules of Civil Procedure* for, among other things, an order for possession of certain identified tooling and equipment located at the premises of the Respondent, Bionx Canada Inc. (“Bionx”).

[2] By order of this Court dated February 27, 2018, Bionx was placed in receivership and Grant Thornton Limited was appointed as Receiver (the “Receiver”).

[3] In response to GM’s motion, the Receiver has brought a motion seeking the advice and direction of the Court with respect to the amounts required to be paid by GM in respect of the tools and equipment it is seeking. In support of its motion, the Receiver has filed its First Report in the Receivership dated March 13, 2018.

[4] Bionx is in the business of designing, manufacturing and selling electronic propulsion systems for bicycles. In 2016, Bionx contracted with GM to design, engineer, develop, test and manufacture a mid-drive electric propulsion system for bicycles manufactured by GM. The agreement consisted of four purchase orders that were issued by GM to Bionx, the first of which was Purchase Order E4300237222 dated March 8, 2016, which provided for the engineering, development and design of a prototype mid-drive electronic powertrain system. This initial phase was known to the parties as the “Beta Program”. The total price payable for the Beta Program was \$11,816,054.

- Page 2 -

[5] The Beta Program Purchase Order sets out different amounts for different deliverables as follows: Beta Tooling @ Pass Thru: \$1,169,826.00; Beta Hardware: Drive Units: \$982,229.00; Beta Hardware: Battery Packs: \$225,072.00; Engineering, Design & Development: \$5,676,712.00; Material Cost @ pass thru: \$544,706.00; Outside Test and Services @ pass thru: \$1,688,850.00; Dedicated GM Equipment Cost @ pass thru: \$1,040,068.00; ED&D – Early Prototype: \$305,388.00; and Material – Early Prototype (Pass Thru): \$183,203.00.

[6] Beginning in April 2016, Bionx began to invoice GM in respect of work done pursuant to the Beta Program Purchase Order. In total, Bionx issued 23 invoices to GM. GM, in turn paid Bionx a total of \$8,923,503.08 in respect of Invoices 1 to 18. Invoices 19 to 23 remain outstanding and there is one invoice that Bionx prepared but had not sent to GM prior to the Receivership.

[7] On February 23, 2018, GM terminated its contractual relationship with Bionx.

[8] Following service of the application record for the appointment of the Receiver, GM advised the Receiver that the tooling and equipment in respect of the Beta Program Purchase Order at Bionx's premises were its property and that it wished to attend at the premises in order to take an accounting of it and subsequently arrange to remove it.

[9] The Receiver permitted GM to attend at Bionx's premises to look at and inventory the tooling and equipment (the "Disputed Assets"). It is not prepared, however, to release the Disputed Assets to GM. The Disputed Assets are set out in Schedule "A" to GM's Notice of Motion.

[10] GM takes the position that it is the sole owner of the Disputed Assets which it has reimbursed Bionx for by payment of Invoices 1 to 18. In support of its position, GM relies on s. 19 of the General Terms and Conditions of the Beta Program Purchase Order, which provides, in part, that "All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items ... for which Seller [Bionx] has been reimbursed by Buyer [GM], shall be and remain the property of Buyer and held by Seller on a bailment basis."

[11] The Receiver submits that GM has not demonstrated that it is the owner of the Disputed Assets. The Receiver is still investigating the relationship between Bionx and GM concerning the purchase orders and what amounts have been paid for what. Its position at this stage is that Invoices 1 to 18 were progress invoices pursuant to the Beta Program Purchase Order and until all of the amounts owing under the Beta Program Purchase order have been paid, GM does not become owner of the Disputed Assets. In that regard, the Receiver submits that based on its information to date, GM owes Bionx \$1,559,697 for the remaining invoices under the Beta Program Purchase Order.

[12] The Applicant Stronach Consulting Corp. agrees with the Receiver's position and submits that s. 19 of the Beta Program Purchase Order's terms and conditions requires reimbursement as opposed to payment and there is no evidence that the payments by GM of Invoices 1 to 18 constituted a reimbursement as opposed to payment.

- Page 3 -

[13] I am unable to determine on the record before me whether GM is the owner of the Disputed Assets based on its payments of Invoices 1 to 18 or whether it only becomes the owner after payment of all amounts owing under the Beta Program Purchase Order. Amazingly, Invoices 1 to 18 which form the basis of GM's claim to ownership of the Disputed Assets, were not part of the record and were only produced during the lunch recess.

[14] Accordingly, the Receiver's motion must be adjourned to enable the parties to present better evidence concerning whether GM's payments in respect of Invoices 1 to 18 related in part to reimbursement for the Disputed Assets. The question to be determined is the ownership of the Disputed Assets and any other assets claimed to be owned by GM. This will involve the Court determining whether GM is required to reimburse Bionx: (i) for each Purchase Order governing such assets (which includes the costs of developing and Disputed Assets under the applicable Purchase Order; or (ii) whether GM is only required to reimburse Bionx for the Disputed Assets listed on a particular invoice without taking into account the costs of developing, engineering and testing those assets.

[15] At the same time, I am satisfied that GM has an ongoing and time sensitive need for the Disputed Assets. It has agreements with other suppliers which are themselves time sensitive and require the production of the Drive Units for the E-Bikes. GM needs the Disputed Assets to meet other contractual commitments.

[16] I am not satisfied that GM has met the test for an order for interim possession of the Disputed Assets pursuant to r. 44.01. Apart from the issue of whether GM is the owner of the Disputed Assets, I do not consider that the Receiver has "unlawfully detained" them. Given the ownership issues, the Receiver's actions were appropriate.

[17] Notwithstanding that GM has failed to satisfy the test in r. 44.01, I am satisfied given the circumstances that, pursuant to my inherent jurisdiction, an order should issue on terms that protect the Receiver's position, permitting GM to obtain possession of the Disputed Assets.

[18] The Receiver submits, that in order to permit GM to obtain the Disputed Assets at this stage, it should be required, at a minimum, to pay for the balance owing on the entire Beta Program Purchase Order which, as noted, the Receiver submits is \$1,559,697. GM in turn has advised that it is prepared to provide its undertaking to pay any additional amounts found owing by the Court pursuant to the ownership motion.

[19] While I acknowledge that an undertaking is different from payment of the monies into the Receiver's trust account, I am satisfied that the undertaking to the Court from GM for payment of any amount found to be owing by it in respect of the Disputed Assets over and above what it has already paid to Bionx together with an acknowledgement that the undertaking is not affected by any claim it has or may have against Bionx, either by way of set off or otherwise, is satisfactory and sufficient in the circumstances.

[20] Accordingly, upon the provision of the above noted undertaking to the Court, GM shall be entitled to possession of the Disputed Assets. The Disputed Assets are those listed in Schedule A to GM's Notice of Motion. GM's motion is otherwise dismissed. As noted, the Receiver's

- Page 4 -

motion is adjourned. Counsel shall appear before me at 9:30 am on Friday March 16, 2018 to set a timetable to enable the Receiver's motion to be resolved in an expedited manor.

[21] Costs of the March 14th hearing reserved to the determination of the Receiver's motion.

A handwritten signature in black ink, appearing to read "L. A. Pattillo, J.", is written over a horizontal line.

L. A. Pattillo J.

Date: March 15, 2018

COUNSEL SLIP

COURT FILE NO

CV-18-00592741-0000

DATE

March 14/18

NO ON LIST

5

TITLE OF
PROCEEDING

Stronach Consulting Corp.

vs,
Diox Canada Inc. et al

COUNSEL FOR: MOVING PARTY

PLAINTIFF(S)

APPLICANT(S)

PETITIONER(S)

PHONE & FAX NOS

COUNSEL FOR:

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DEFENDANT(S)

Caitlin Bell

RESPONDENT(S)

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responding on this motion)

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e: hmurray@stikeman.com

APPENDIX 5

Settlement Agreement & Release

This Settlement Agreement and Release ("Settlement Agreement"), is executed as of this ^{24th} day of May 2018 (the "Settlement Date"), is by and between General Motors LLC and General Motors of Canada Company (collectively "GM"), and Grant Thornton Limited, in its capacity as the Court appointed receiver and manager of BionX Canada Inc., with no personal or corporate liability (the "Receiver") (singularly, a "Party" or collectively the "Parties").

RECITALS

- A. GM issued and BionX Canada Inc. ("BionX") accepted certain purchase contracts governed by GM's General Terms and Conditions (collectively, the "Purchase Contracts") for the purchase of eBike drive units, batteries and chargers (the "Parts"), as well as for equipment, tooling and engineering design and development services (collectively with the Parts, "GM Property").
- B. On February 23, 2018, GM notified BionX that GM had terminated the Purchase Contracts due to BionX's failure to perform its obligations under the Purchase Contracts.
- C. On February 27, 2018 (the "Appointment Date"), the Receiver was appointed over the BionX estate by the Ontario Superior Court of Justice (the "Court").
- D. On February 26, 2018, GM filed a motion with the Court to allow GM to take possession of the GM Property.
- E. On March 16, 2018, the Court issued an Order granting GM access to BionX's premises to retrieve certain GM Property.
- F. On April 26, 2018, GM paid to the Receiver US\$279,110, including HST of US\$32,110, on account of the GM Property included on Schedule D and GM has taken possession of such property.
- G. On May 14, 2018, GM paid to the Receiver US\$80,000, to which HST does not apply, (together with the payment noted above of US\$279,110, the "Payments") on account of the GM Property included on Schedule E and GM has taken possession of such property.
- H. BionX is or was in possession of the components, prototype parts, additional tooling and equipment listed in **Schedule A** ("GM Settlement Inventory").
- I. The Receiver has claimed that GM owes certain accounts payables to BionX (the "Disputed Receivable"), and GM asserts a right to setoff GM's damages against the Disputed Receivable. GM also asserts damages incurred by GM due to BionX's failure to perform in excess of the Disputed Payable.

- J. To mitigate disruption of the Parties' businesses and to avoid the costs and expenses of litigating the various disputes between them, the Receiver and GM have agreed to compromise to resolve their respective claims as set forth in this Settlement Agreement.

WHEREFORE, based upon the foregoing recitals and for good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

Terms and Conditions

1. **Effectiveness.** This Settlement Agreement shall become effective upon the date (the "Effective Date") on which the following conditions are satisfied: (a) execution of this Settlement Agreement by the Parties; (b) entry of the Final Order by the Court as defined and described below; and (c) delivery by the Receiver to GM of a written consent from Stronach Consulting Corporation acknowledging that it has released any liens, claims, encumbrances, interests or other rights that it may assert against the GM Settlement Inventory and such rights shall only attach to the Payments and the Settlement Amount; provided, however, if the Effective Date does not occur on or before June 15, 2018, each Party shall have the option to terminate this Agreement and it shall be null and void and of no further force or effect.
2. The Receiver will request in the Approval Motion that the Final Order by the Court approving this Settlement Agreement to include the following:

"THIS COURT ORDERS that all right, title and interest in and to the GM Settlement Inventory and the equipment referenced in section 5 of the Settlement Agreement to vest absolutely in GM, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated February 27, 2018 appointing the Receiver; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances"), except for any valid lien or claim of DV Electronics or RG Shelley and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the GM Settlement Inventory and the equipment referenced in section 5 of the Settlement Agreement are hereby expunged and discharged as against the GM Settlement Inventory and the equipment referenced in section 5 of the Settlement Agreement except for any valid lien or claim of DV Electronics or RG Shelley."

3. **Payments by GM.** GM will pay the Receiver US\$142,089 including HST of US\$16,347 and CAD\$445,855, including HST of CAD\$51,293, (the "Settlement Amount") subject to adjustments for missing items in accordance with the payment schedule outlined in

Schedule A, without any other setoff, recoupment or deduction of any kind. The Receiver acknowledges that it has previously received the Payments totaling US\$359,110, including HST of US\$32,110 for the GM Settlement Inventory set out in Schedule D and Schedule E.

4. Transfer of GM Settlement Inventory. Upon the earlier to occur of the Effective Date, or payment for GM Settlement Inventory by GM, the Receiver transfers to GM all right, title and interest in the GM Settlement Inventory, free of any liens, claims, encumbrances, interests or other rights that the Receiver or BionX, may assert. The Receiver will make the GM Settlement Inventory available for pick-up as soon as reasonably possible, but no later than five (5) business days from the Effective Date. GM acknowledges that it has already taken possession of the GM Settlement Inventory set out in Schedule D and Schedule E.
5. Transfer of Additional Rights. Upon the Effective Date, the Receiver transfers to GM all of BionX's right, title and interest in the End of Line Tester being built by DV Electronics and the Full Test Bike Dyno being built by RG Shelley free of any liens, claims, encumbrances, interests or other rights that the Receiver or BionX may assert, subject only to any valid lien or claim of DV Electronics or RG Shelley, respectively.
6. Motion for Court Approval. The Parties will make commercially reasonable efforts to have this Settlement Agreement approved by the Court within ten (10) business days from the date of execution, but in any event, as soon as reasonably possible. The Receiver shall cause to be filed a motion (the "Approval Motion") in the Court seeking entry of a final order of the Court approving all terms and conditions of this Settlement Agreement as binding on the Receiver and BionX (the "Final Order"). The Parties agree to prosecute the Approval Motion in good faith. The Receiver shall provide the Approval Motion to GM in advance of filing and shall keep GM informed of all matters relating to the Approval Motion including the date of any hearing, if one is to be scheduled, and a copy of any objections filed to the Approval Motion.
7. BionX's Direct Suppliers. Within three (3) business days from the Effective Date, the Receiver shall request that BionX's suppliers that were engaged by BionX to supply services or components related to the Parts to GM or GM's suppliers. This obligation includes within three (3) business days from the Effective Date, the Receiver advising each supplier as follows:

"BionX Canada Inc. ("BionX"), by its Court-Appointed Receiver, Grant Thornton Limited (and not in its personal or corporate capacity), confirms that your co-operation with General Motors LLC or General Motors of Canada Company, or any of their respective designated successor suppliers (collectively "GM"), including in directly contracting for the supply of services or parts, will not compromise your claims against the BionX estate. Further, BionX will not seek to enforce any non-disclosure obligations you have with BionX with respect to any GM program with BionX provided such disclosures are made to GM or at GM's direction."

The Receiver agrees to engage in such further communications necessary to ensure suppliers understand the above communication distributed by the Receiver to suppliers

8. Termination of Contracts. On the Effective Date, any remaining GM obligation to purchase Parts (beyond that outlined in Schedule A), and any remaining BionX obligation to provide Parts (beyond that outlined in Schedule A), shall be terminated, without liability, costs, or expenses to any Party arising from such termination.
9. GM's Release. On the Effective Date and subject only to the limitations below, GM, on behalf of itself and its predecessors in interest, successors, assigns, and any and all other persons or entities acting or purporting to act on its behalf, does hereby forever release, acquit, and discharge BionX and the Receiver and each of their respective predecessors in interest, subsidiaries, affiliates, divisions, partners, joint ventures, agents, representatives, attorneys, employees, executors, administrators, heirs, beneficiaries, successors and assigns from any and all claims, damages, actions, demands, obligations, and lawsuits arising out of, associated with, and/or related to the Purchase Contracts occurring up to and including the Effective Date, excluding only such obligations and rights arising out of this Settlement Agreement. For greater certainty, GM does not release (a) any unsecured claims assumed or acquired by GM from BionX's suppliers, (b) BionX's directors, officers and shareholders, and (c) any right to dispute any claim, or seek to recharacterize the nature of any claim, of Stronach Consulting Corporation.
10. Receiver's Release. On the Effective Date, the Receiver on behalf of BionX, and its predecessors in interest, successors, assigns, and any and all other persons or entities acting or purporting to act on its behalf, does hereby fully and forever release, acquit, and discharge GM and each of its respective predecessors in interest, subsidiaries, affiliates, parent corporations, divisions, partners, joint ventures, shareholders, agents, representatives, attorneys, employees, executors, administrators, heirs, beneficiaries, successors and assigns from any and all claims, damages, actions, demands, obligations, and lawsuits arising out of, associated with, and/or related to the Purchase Contracts occurring up to and including the Effective Date, excluding only such obligations and rights arising out of this Settlement Agreement.
11. No Admission of Liability. The Parties understand and agree that this Settlement Agreement, and the acts done and any payment made pursuant to this Settlement Agreement, are entered into and done solely to compromise the disputed claims addressed herein, and shall not constitute, nor be construed as, an admission of liability by any Party.
12. Authorization. Each Party hereto warrants and represents to the other that (a) its execution hereof has been duly authorized by all necessary corporate action of such Party; (b) it has all requisite legal rights necessary to enter into this Settlement Agreement upon entry of the Final Order; and (c) other than entry of the Final Order, no further approval of any type is required for this Settlement Agreement to be effective, fully binding, and enforceable between the Parties in accordance with its terms.

13. No Waiver; Cumulative Remedies. No Party to this Settlement Agreement shall by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy under this Settlement Agreement or of any breach of the terms and conditions of this Settlement Agreement. A waiver by any Party of any right or remedy under this Settlement Agreement on any one occasion shall not be construed as a bar to any right or remedy which that Party would otherwise have had on a subsequent occasion. No failure to exercise, nor any delay in exercising, any right, power, or privilege under this Settlement Agreement, by any Party shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege under this Settlement Agreement preclude any other or future exercise thereof or the exercise of any other right, power or privilege under this Settlement Agreement.
14. Waivers and Amendments; Successors and Assigns. No term or provision of this Settlement Agreement may be waived, altered, modified, or amended except by a written instrument duly executed by the Parties. This Settlement Agreement and all of the Parties' obligations are binding upon their respective successors and assigns, and together with the rights and remedies of the Parties under this Settlement Agreement, inure to the benefit of the Parties and their respective successors and assigns.
15. No Intended Third-Party Beneficiary. GM and the Receiver expressly acknowledge that the rights and interests of the Parties under this Settlement Agreement are intended to benefit solely the Parties to this Agreement.
16. Counterparts. This Settlement Agreement may be executed in any number of counterparts and by each Party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Settlement Agreement to produce or account for more than one such counterpart. For purposes of this Settlement Agreement, facsimile signatures or electronic signatures shall also constitute originals.
17. Entire Agreement; Ambiguous Language. This Settlement Agreement constitutes the entire understanding of the Parties in connection with the subject matter hereof. This Settlement Agreement constitutes a merger of all proposals, negotiations, representations, understandings, and agreements, whether written or oral, with regard to the subject matter hereof. This Settlement Agreement may not be modified, altered, or amended except by an agreement in writing signed by the Parties.
18. Governing Law. This Settlement Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario, without regard to conflicts of law principles. The Parties agree to the jurisdiction of the Ontario Superior Court of Justice (Commercial List) for any issue arising out of the Settlement Agreement.
19. Review. Each Party, by executing this Settlement Agreement, represents that it has carefully read and understands the provisions of this Settlement Agreement, that this Settlement Agreement has been made after an independent, full, frank, and fair examination of the facts pertaining to this Settlement Agreement, and that each Party to this Settlement Agreement has been represented or advised by counsel.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by their authorized representatives as of the date set forth above.

GRANT THORNTON LIMITED, in its
capacity as the Court appointed receiver and
manager of BionX Canada Inc., with no
personal or corporate liability

By: [Signature]
Its: Senior Vice President

Date: MAY 24th 2018

GENERAL MOTORS LLC

By: [Signature]
Its: DIRECTOR, Supply Risk MGT
Date: MAY 24, 2018

GENERAL MOTORS OF CANADA

COMPANY

By: [Signature]
Its: DIRECTOR, Supply Risk MGT

Date: MAY 24, 2018

SCHEDULE A

GM SETTLEMENT INVENTORY - SUMMARY

Purchaser	GM Purchase Order Beta Program PO #	To Acquire Paid Tooling / Equipment / Components	GM Payment				Timing of Payment	Subject to adjustments for missing items	Detailed on Schedule
			US\$	HST US\$	US\$ with HST	CAD\$	HST CAD\$		
General Motors of Canada Company	4300237222	Unpaid Tooling / Equipment / Components				Nil	Nil		B
General Motors of Canada Company	4300237222	Gamma Validation Drive Units	247,000	32,110	279,110	51,951	6,754	Based on GM purchase price already paid.	C
General Motors of Canada Company	430054647	All vendor tooling at suppliers	125,742	16,347	142,089			Next business day following pick-up by GM and to be paid.	D
General Motors of Canada Company	New PO	Production Tooling at BionX	80,000	N/A	80,000			Already paid following pick-up by GM on April 26, 2018	E
General Motors of Canada Company	New PO	Incomplete drive unit component parts (81% of BionX claim)*				342,611	44,539	Next business day following pick-up by GM on May 14, 2018	F
TOTAL			452,742	48,457	501,199	394,562	51,293	After exclusion of \$34,794 for 30 day goods (at 100% of claim), GM payment to be reduced for any components that are not released to GM at 81% of the claimed amount per M Willetts of February 26, 2018.	
Paid April 26, 2018 and May 14, 2018			(327,000)	(32,110)	(359,110)				
Remainder Due			125,742	16,347	142,089	394,562	51,293		

*81% of CAD\$423,198 (CAD\$457,952 per Component Production Inventory Schedule from M Willetts of February 26, 2018 less CAD\$34,794 for 30 day goods claimed by suppliers).

Schedule B - Paid Equipment, Tooling and Components (under invoices #1 to 18)

BETA ED&D PURCHASES CONTRACT - SPOT BUY PO #4300237222

Inventory Dedicated GM Equipment & Tools / BETA tools (Line Item 5000410)

GM Owned Tooling
(pick up)
All values
Identified in
\$CAD

EQUIPMENT COMPLETED AND PAID FOR:						
			Location (as of 03/04/2017)	Invoice Date	Payment Date	Balance Remaining on Supplier Invoice
	Qty	Invoice Number				
	12	51022804 (P4 & 10)	BionX	3-Mar-17	18-Apr-17	-
A	Battery Testers					pick up remaining battery testers
						0

Inventory Material Cost Pass Through (Line Item 5000210)

Qty	Invoice	Location	Invoice Date	Payment Date	Balance Remaining on Supplier Invoic	Comment
1	Drive Unit tear downs (located in BionX Benchmark Area); INCLUDES BIKE FRAMES					
1A	Benchmarking Bike A - BROSE					
1B	Benchmarking Bike B - Kalkhoff - RALKHOFF					
1C	Benchmarking Bike C - Cube Reaction Hybrid 16 - BOSCH					
1D	Benchmarking Bike D - EVO Steps MD1 - SHIMANO					
1E	Benchmarking Bike E - WL Rider Intercycle - YAMAHA					
1F	Benchmarking Bike F - Univega - (N/A, In tact)					
1G	Benchmarking Bike G - Victoria e-Urban - TRANS X PST					
1H	Benchmarking Bike H - Halibike Trekking - BOSCH					
1I	Computer for Benchmarking					
6	Power Supplies [T-Metrix Lambda 50-30-LAN (on durability rigs) \$23,096 (2,887)]					
8	Dyno - environmental test assembly station (17,390) (holds drive unit)					
9	SLS models					
10	Bosch bikes - (5) Cube Touring Hybrid 400 Blue & Blue					
11	10 samples of each cover including cost of coil					
12	SLA model battery components Optimus show bike (4) end caps / (6) cell holders					
22	OPTC000710 (7) Can USB adaptor					
24	custom 8.3in PCC block					
32	(3) Can USB adaptors					
33	BMX Singl Cassette Cops Steel 15 Tooth, Sugino Track Chain Ring Black on dyno 4 & 5					
34	OPTC0000289 - adapter stand - dyno showbike motor					
37	CAN USB adapter includes drivers & 2 cables					
38	Misc Items - Control cards with piccolo, debug probes					
48	Ricardo units ** CONSIGNMENT **					
50	GM Bike Frame ** CONSIGNMENT **					
53	Beta Drive Units - Completed Development Validation					
54	Field Service and Troubleshooting software developed with eMTAS					
Total						

Schedule C - Unpaid Tooling & Equipment

List below represents tooling & equipment on P19~23 to be paid

BETA ED&D PURCHASES CONTRACT - SPOT BUY PO #4300237222

Inventory Dedicated GM Equipment & Tools / BETA tools (Line Item 5000410)

GM Owned Tooling
(pick up)

EQUIPMENT COMPLETED AND PAID FOR:						
	Qty	Invoice Number	Location (in of course)	Invoice Date	Payment Date	GM to Pay CAD\$
D	1	S1023506 (P8)	Magna	20-Dec-16	31-Jan-17	-
		S102804 (P10)		3-Mar-17	18-Apr-17	-
		S1025541 (P17)		15-Sep-17	12-Dec-17	-
		S1025642 (P19)		22-Dec-17		24,000
E	1	S1023506 (P8)	Magna	20-Dec-16	31-Jan-17	-
		S102804 (P10)		3-Mar-17	18-Apr-17	-
		S1025541 (P17)		14-Sep-17	12-Dec-17	-
		S1025642 (P19)		22-Dec-17		19,275
	1	S1025642 (P19)	BionX	22-Dec-17		1,145
						44,420

Material Cost Pass Through (Line Item 5000210)

Inventory	Qty	Invoice	Location	Invoice Date	Payment Date	GM to Pay CAD\$
13	1	S1025643 (P20)	BionX	22-Dec-17		-
14	1	S1025642 (P19)	BionX	22-Dec-17		Not found: (\$8,178)
17	10	S1025642 (P19)	BionX	22-Dec-17		Not found: (\$7,847)
25	5	S1025642 (P20)	BionX	22-Dec-17		located 3 of 10 (\$3500)
27	3	S1025643 (P20)	BionX	22-Dec-17		Not found: (\$1,728)
30	1	S1025643 (P20)	BionX	22-Dec-17		Not found: (\$1,070)
36	3	S1025642 (P19)	BionX	22-Dec-17		950
39	1	S1025643 (P20)	BionX	22-Dec-17		634
40	1	S1025642 (P19)	BionX	22-Dec-17		-
NA	1	NA	BionX	NA		397
						4,500
						7,531

Total (CAD) 51,950.51

Schedule D - Gamma Validation Units

PO Price US\$ 6,500

Gamma PO #

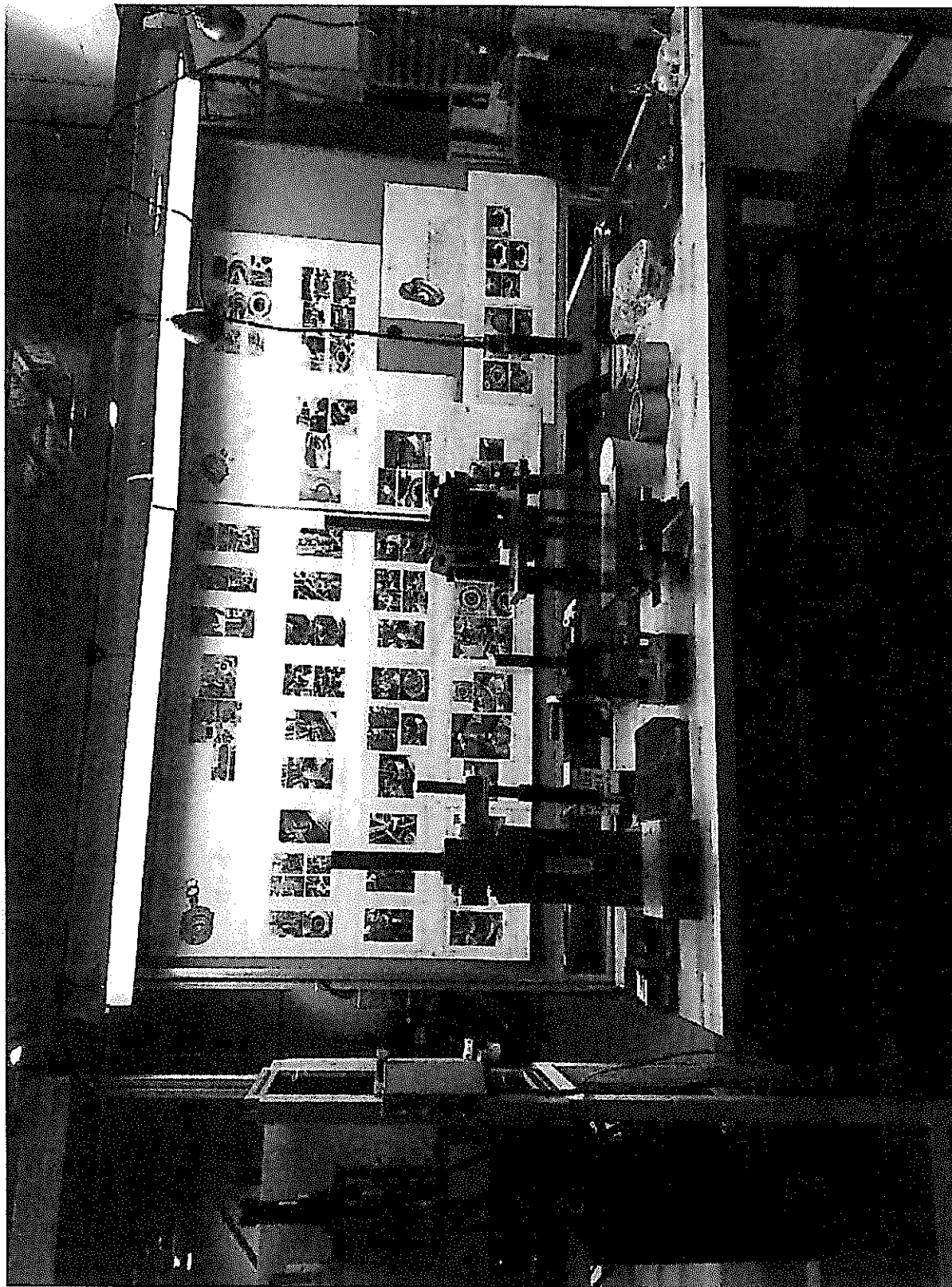
Qty	Invoice	Location	Invoice Date	Payment Date	GM to Pay US\$
Gamma 2 (drive units) [38 Gamma 2 units listed below at BionX or Magna, boxed]					
12	PO4300554647	BionX	22-Sep-17		78,000
Production Validation Drive Units (Magna Validation Test Stopped on 15FEB; "LEG O")					
5	PO4300554647	Magna	22-Sep-17		32,500
Production Validation Drive Units (Magna Validation Test Stopped on 15FEB)					
21	PO4300554647	BionX	22-Sep-17		136,500
Production Validation Drive Units, Boxed but undelivered					
Total US\$					247,000

SCHEDULE E

Production Tooling at BionX

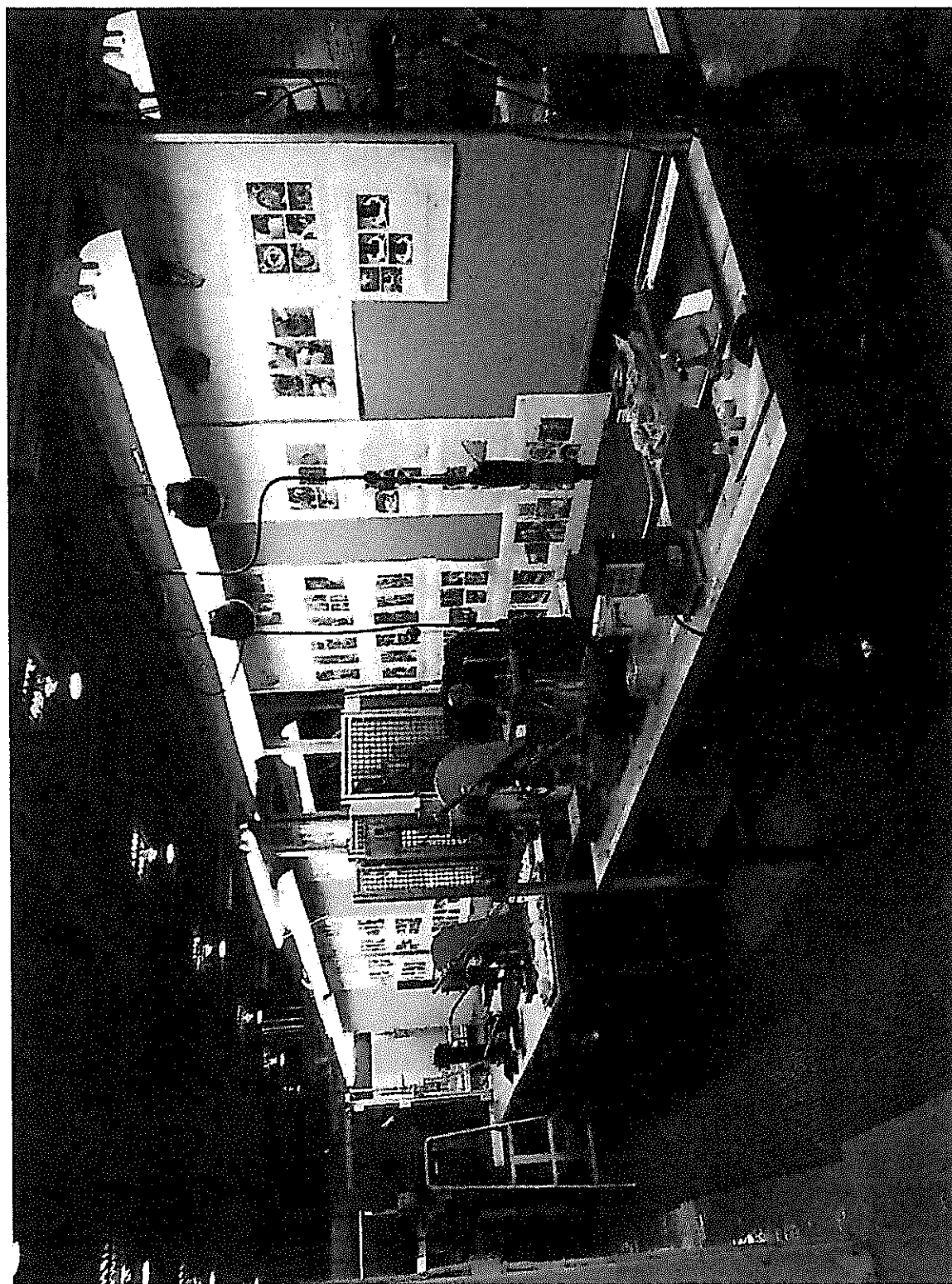
Purchase based on complete line being removed as is. Photos below.





Line includes mobile holding trolleys on left below.





Line includes the following items

PART NAME (Required)	TOOL LOCATION COUNTRY (Required)	TOTAL SUPPLIER TOOL COST (EXCL. OF TAX) (Required)	Outstanding	Optimistic Part Number	Supplier	Comments	Operation Number	Tools Used
Rotor Magnet Assy & Clump	Canada	15,000.00	15,000.00	CPTA000010	Developed by Black		40B	OPT101 - Sun gear holding fixture OPT102 - Magnet holding fixture OPT103 - Epoxy dispensing gun OPT104 - Magnet holding tool OPT105 - Magnet pole log color OPT106 - Magnet coat tool OPT107 - Current modification Continued below
Rotor Bearing assy	Canada	2,500.00	2,500.00	CPTA000012	Developed by Black		part of 40A	OPT108 - Pin holding fixture OPT109 - Pin holding tool
Carrier Assy	Canada	10,000.00	10,000.00	CPTA000014	Developed by Black		20B	OPT110 - Pin holding tool OPT111 - Grease trap locating fixture
Planet Gear Assy	Canada	10,000.00	10,000.00	CPTA000016	Developed by Black		20A	OPT112 - Bearing and spacer locating OPT113 - Grease trap coating tool 1 OPT114 - Grease trap coating tool 2
Output Shaft Assy	Canada	5,000.00	5,000.00	CPTA000017	Developed by Black		30A	OPT115 - Neck, output shaft OPT116 - Tool, output shaft
Ring Gear Sub Assy	Canada	5,000.00	5,000.00	CPTA000018	Developed by Black		30C	OPT117 - Neck, Cutch Race Adapter BRG OPT118 - Tool, Cutch Race Adapter BRG OPT119 - Tool, 2nd Ring Gear
RH Housing Sub Assy	Canada	7,500.00	7,500.00	CPTA000019	Developed by Black		30B	OPT120 - Neck, Right Hand Housing OPT121 - Tool, Right Hand Housing
Crank/Torque Tube Sub Assy	Canada	10,000.00	10,000.00	CPTA000023	Developed by Black		60B	OPT122 - Torque Tube Fixture OPT123 - Torque Tube Fixture
RH Housing Final Assy	Canada	20,000.00	20,000.00	CPTA000021	Developed by Black		60A	OPT124 - Tool, Sun gear OPT125 - Tool, Pin ring OPT126 - Clip Ring Tool 1, lower sun gear OPT127 - Clip Ring Tool 2, upper sun gear OPT128 - Clip Ring Tool 3, crank shaft OPT129 - Fixture, grease coat OPT130 - Clip Ring Tool 4
LH Housing Final Assy	Canada	7,500.00	7,500.00	CPTA000020	Developed by Black		40AB	OPT131 - Tool, Torque tube OPT132 - Tool, Ring gear press OPT133 - Seal, Right Hand Housing
H5 Pul Tool Fixture	Canada			CPTA000020	Developed by Black	Not Used	N/A	
Stator/Phase Ring Assy	Canada			CPTA000005	Developed by Black	Not Used	N/A	
Inverter Cover Assy	Canada	5,000.00	5,000.00	CPTA000024	Developed by Black		40D	
Phase Ring Statorling Fixture	Canada			CPTA000023	Developed by Black	Not Used	N/A	
Electric Module Assy	Canada	10,000.00	10,000.00	CPTA000040	Developed by Black		50A	OPT134 - Tool, Inverter cover plug OPT135 - Tool, Inverter cover plug
LH Housing/Stator final	Canada	15,000.00	15,000.00	OPTA000024	Standard = \$5701 SCFI = \$19505	Stator during fixtures	10A	OPT136 - Stator during fixture OPT137 - Epoxy dispensing gun OPT138 - Curing rack/stand OPT139 - Motor spindle holding fixture OPT140 - Socket Driver (purchased in BETA)
Spider Assy (2)	Canada	5,000.00	5,000.00		In House	Added to listing	90A	OPT141 - Final easy bearing tool OPT142 - Alignment Pins OPT143 - Final easy fixture
Motor Joining Assy	Canada	25,000.00	25,000.00	OPTA000003	In House		70A	

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IMAGE	PART NUMBER	PART NAME	Put or Make	QTY	REV.	Supplier	Country	Address	Contact	Annual Volume (\$K)	Price (\$K)	Cost/ Assy	Comments	Currency	QTY on hand	Inventory cost	
	OPT2000258	SWING, WAGON FLUG	P	1	A	Alma	Canada	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	6000	\$ 15.5	\$ 10.5	US		9432	\$ 1,347.32	
	OPT2000662	UNWAVE - GEAR	E	1	2,238	Evergreen Gear Co.	Canada	6001, Avenue Du Parc 20, St. Jean Sur Richelieu, QC J2Y 1K2	André Lachapelle - andre.lachapelle@alma.com	70	\$ 111.45	\$ 1.54	US		0	0	-
	OPT2000154	AXE2500	E	1	215	Boyle's Inc.	Canada	1000 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	André Lachapelle - andre.lachapelle@alma.com	4000	\$ 1.52	\$ 0.78	US		0	0	-
	OPT2000048	QUINCE - ANTI-ROT COVER	P	1	B	Alma	Canada	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 0.79	\$ 0.29	US		5613	\$ 2,479.10	
	OPT2000034	PROBABLY - MOTOR RH	P	1	E	Horsing	China	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 4.28	\$ 0.28	US		0	0	-
	OPT2000040	HEAVY - MOTOR (L) UNCL. RH	P	1	A	Protek	Canada	4010 Highway 10 West, Unit 10, Toronto, Ont. M2H 3P4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 4.5	\$ 1.25	US		370	\$ 153.80	
	OPT2000140	SWIFT - MOTOR (L) UNCL. RH	P	1	C	Protek	Canada	4010 Highway 10 West, Unit 10, Toronto, Ont. M2H 3P4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 15.00	\$ 10.00	US		1	\$ 37.00	
	OPT2000026	11.5" - DOWEL SHAFT	P	1	A	Steel Products	Canada	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 0.22	\$ 0.22	US		4133	\$ 495.26	
	OPT2000025	SWITCHES - MOTOR (L) UNCL. RH	P	1	A	Alma	China	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 0.16	\$ 0.16	US		1216	\$ 790.40	
	OPT2000040	CLUTCH (L) UNCL. RH	P	1	D	SCS	Canada	4010 Highway 10 West, Unit 10, Toronto, Ont. M2H 3P4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 11.75	\$ 10.75	US		18	\$ 231.00	
	OPT2000026	AXIS - RING (L) UNCL. RH	P	1	E	SCS	China	4010 Highway 10 West, Unit 10, Toronto, Ont. M2H 3P4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 2.77	\$ 2.77	US		307	\$ 2,542.84	
	OPT2000030	BEARING - MOTOR (L) UNCL. RH	P	1	A	Protek	Canada	4010 Highway 10 West, Unit 10, Toronto, Ont. M2H 3P4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 4.50	\$ 4.50	US		204	\$ 235.54	
	OPT2000027	WHEEL - MOTOR (L) UNCL. RH	P	1	E	Superior	China	4010 Highway 10 West, Unit 10, Toronto, Ont. M2H 3P4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 4.25	\$ 4.25	US		50	\$ 210.00	
	OPT2000029	CLUTCH - RING	P	1	A	SCS	USA	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 10.00	\$ 10.00	US		2141	\$ 81,340.28	
	OPT2000043	BEARING - MOTOR (L) UNCL. RH	P	1	B	Alma	Canada	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 0.25	\$ 0.25	US		3668	\$ 9,381.04	
	OPT2000036	GEAR - RING 2	P	1	C	SCS	USA	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 75.00	\$ 75.00	US		141	\$ 11,337.40	
	OPT2000119	UNWAVE - GEAR	E	1	A	2,238	Canada	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	70	\$ 213.41	\$ 2.37	US		0	0	-
	OPT2000036	CLIP - MOTOR (L) UNCL. RH	P	1	A	Protek	Canada	4010 Highway 10 West, Unit 10, Toronto, Ont. M2H 3P4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 0.24	\$ 0.24	US		4133	\$ 999.12	
	OPT2000070	CLIP - MOTOR (L) UNCL. RH	P	1	A	2,238	Canada	4010 Highway 10 West, Unit 10, Toronto, Ont. M2H 3P4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 21.00	\$ 0.20	US		2153	\$ 193.77	
	OPT2000037	CLAMP SHAFT	P	1	E	LECO	Canada	4010 Highway 10 West, Unit 10, Toronto, Ont. M2H 3P4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 34.13	\$ 14.88	US		201	\$ 12,990.84	
	OPT2000038	POURING TUBE	P	1	B	Alma	Canada	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 11.00	\$ 11.00	US		251	0	-
	OPT2000041	CLUTCH - MOTOR	P	2	D	Alma	China	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 6.51	\$ 11.02	US		2246	\$ 11,024.48	
	OPT2000030	SPINDLE - MOTOR (L) UNCL. RH	P	1	B	Protek	China	4010 Highway 10 West, Unit 10, Toronto, Ont. M2H 3P4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 0.27	\$ 0.27	US		10201	\$ 781.37	
	OPT2000106	GEAR - BEARING	E	1	A	2,238	Canada	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	70	\$ 348.44	\$ 1.50	US		0	0	-
	OPT2000029	BEARING - MOTOR (L) UNCL. RH	P	1	A	Protek	Canada	4010 Highway 10 West, Unit 10, Toronto, Ont. M2H 3P4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 0.49	\$ 0.49	US		8039	\$ 3,348.21	
	OPT2000035	POLE BEG	P	1	A	Alma	Canada	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 0.49	\$ 0.49	US		249	0	-
	OPT2000067	THROTTLE BARBER	P	1	A	SCS	China	4010 Highway 10 West, Unit 10, Toronto, Ont. M2H 3P4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 0.49	\$ 0.49	US		1037	\$ 892.18	
	OPT2000024	PLATE - CAMBER	P	1	E	ALC	China	1010 Avenue Des Ombres, 1000, Ste. Catherine, Quebec, QC H3L 2G4	401 (Canada) - Mr. Ben Lachapelle (ben.lachapelle@alma.com)	3000	\$ 1.20	\$ 1.00	US		910	\$ 2,077.63	

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APPENDIX 6

BionX Canada Inc.
Detailed Inventory Listing

Note: Please be advised that the present inventory list is current as at May 1, 2018 and is subject to change. The latest versions of the following list will be uploaded as required.

- Legend**
- Aur-M Aurora-Main
 - Aur-E Aurora-Engineering
 - Aur-Q Aurora-Quarantine
 - Aur-T Aurora-Transit
 - MRKG Marketing Warehouse
 - MUN-SRV Munich Service Warehouse
 - Service Service Warehouse

Item number	Item name	Qty	BV/Unit	Book Value	Revision	Site	Config	Size	Serial Nbr.	Warehouse	Location	Item Description	Item type	Parcel	Parcel Name
P350DL	Kit P350DL - DT	1	\$604.14	\$ 604.14	CABRODI01	AUR	BLK/BLK7	20	WO0170067-001	AUR-M	AWP	KIT	BOM	Parcel 01	Finished Goods
P350DL	Kit P350DL - DT	54	\$601.37	\$ 32,474.18	CACYCLE01	AUR	BLK/BLK7	20	WO0170067-001	AUR-M	AWP	KIT	BOM	Parcel 01	Finished Goods
P350DL	Kit P350DL - DT	1	\$602.57	\$ 602.57	USBIKEF02	AUR	BLK/BLK7	20	WO0170067-001	AUR-M	AWP	KIT	BOM	Parcel 01	Finished Goods
P350DX	Kit P350DX - DT	1	\$632.26	\$ 632.26	USBIKEW03	AUR	BLK/BLK7	20	WO0170069-001	AUR-M	AWP	KIT	BOM	Parcel 01	Finished Goods
P350DX	Kit P350DX - DT	4	\$627.22	\$ 2,508.89	USRECUM04	AUR	BLK/BLK7	20	WO0170069-001	AUR-M	AWP	KIT	BOM	Parcel 01	Finished Goods
P350DX	Kit P350DX - DT	20	\$571.58	\$ 11,431.60	USSTOCK01	AUR	BLK/BLK7	20	WO0170069-001	AUR-M	AWP	KIT	BOM	Parcel 01	Finished Goods

BionX Canada Inc.
Detailed Inventory Listing

Note: Please be advised that the present inventory list is current as at May 1, 2018 and is subject to change. The latest versions of the following list will be uploaded as req

- Legend**
- Aur-M Aurora-Main
 - Aur-E Aurora-Engineering
 - Aur-Q Aurora-Quarantine
 - Aur-T Aurora-Transit
 - MRKG Marketing Warehouse
 - MUN-SRV Munich Service Warehouse
 - Service Service Warehouse

Item number	Item name	Qty	BV/Unit	Book Value	Revision	Site	Warehouse	Location	Item Description	Item type	Parcel	Parcel Name
11049	Magnet North 20mm	12,715	\$0.00	\$ -	NONE	AUR	AUR-M	D01-1	MAGNET	Item	Parcel 02	Motors & Related Components
11166	Magnet South 20mm	14,578	\$0.00	\$ -	NONE	AUR	AUR-M	D01-1	MAGNET	Item	Parcel 02	Motors & Related Components
11288	Magnet - Brake Lever	10,956	\$0.31	\$ 3,450.89	NONE	AUR	AUR-M	AWP	MAGNET	Item	Parcel 02	Motors & Related Components
11351	Magnet Ring Assy - 20mm	7	\$10.25	\$ 71.75	NONE	AUR	AUR-M	AWP	MAGNET	BOM	Parcel 02	Motors & Related Components
11358	PCBA Motor 2.4 24V assembly wi	33	\$14.18	\$ 467.94	NONE	AUR	AUR-M	A17-2	MOTORPCBA	BOM	Parcel 02	Motors & Related Components
11496	Magnet North - 25mm	39,138	\$1.69	\$ 65,994.38	NONE	AUR	AUR-M	AWP	MAGNET	Item	Parcel 02	Motors & Related Components
11497	Magnet South - 25mm	39,138	\$1.69	\$ 65,990.99	NONE	AUR	AUR-M	AWP	MAGNET	Item	Parcel 02	Motors & Related Components
11631	PCBA motor 350w assembly with	3	\$17.27	\$ 51.81	NONE	AUR	AUR-M	D20-1	MOTORPCBA	BOM	Parcel 02	Motors & Related Components
11776	Magnet Ring Assy - 25mm	521	\$52.74	\$ 27,477.96	NONE	AUR	AUR-M	AWP	MAGNET	BOM	Parcel 02	Motors & Related Components
12010	PCBA Motor 2.4 6 MOSFET 48V	473	\$0.00	\$ -	NONE	AUR	AUR-M	A19-2	MOTORPCBA	Item	Parcel 02	Motors & Related Components
12142	Motor Assy - 250W HT 300RPM - TREK - Europe	2	\$183.34	\$ 366.68	P	AUR	SERVICE		MOTOR	BOM	Parcel 02	Motors & Related Components
12210	PCBA Motor 3.1 6 MOSFET 48V	11	\$0.00	\$ -	NONE	AUR	AUR-M	D19-2	MOTORPCBA	Item	Parcel 02	Motors & Related Components
12570	PCBA Motor 48V EPS Assy w/wires	438	\$48.12	\$ 21,074.64	NONE	AUR	AUR-M	A02-3	MOTORPCBA	Item	Parcel 02	Motors & Related Components
13132	Motor Assy - IGH3 - Bionx	2	\$221.72	\$ 443.44	NONE	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
13559	Magnet Ring Assy-25mm 44 Magnets	76	\$59.01	\$ 4,484.92	NONE	AUR	AUR-Q		MAGNET	BOM	Parcel 02	Motors & Related Components
13560	Magnet North/South	11,502	\$0.99	\$ 11,365.18	NONE	AUR	AUR-M	F08-1	MAGNET	Item	Parcel 02	Motors & Related Components
13575	Rotor 25mm	478	\$5.74	\$ 2,741.77	NONE	AUR	AUR-M	B16-1	MAGNET	Item	Parcel 02	Motors & Related Components
13817	Magnet North / South Front Motor	24,550	\$0.54	\$ 13,366.59	NONE	AUR	AUR-M	AWP	MAGNET	Item	Parcel 02	Motors & Related Components
13825	Front Motor Assy-150mm Roller Brake	1	\$179.38	\$ 179.38	NONE	AUR	AUR-E		MOTOR	BOM	Parcel 02	Motors & Related Components
13968	PCBA - Front Motor Assy - Power	2,300	\$34.22	\$ 78,701.16	NONE	AUR	AUR-M	D11-1	MOTORPCBA	BOM	Parcel 02	Motors & Related Components
14471	Motor Assy - 250HT - iFlow/iStep - Black - Matra	1	\$176.83	\$ 176.83	NONE	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
14580	Motor Assy - 250W HT - 300RPM - IGH - G1 - Black	2	\$301.23	\$ 602.46	NONE	AUR	SERVICE		MOTOR	BOM	Parcel 02	Motors & Related Components
14892	Magnet North/South - G4	153,064	\$0.23	\$ 35,683.10	A	AUR	AUR-M	AWP	MAGNET	Item	Parcel 02	Motors & Related Components
14893	Magnet Ring / Rotor Ass'y -G4 - 88 Magnets	72	\$36.21	\$ 2,607.46	A	AUR	AUR-M	AWP	MAGNET	BOM	Parcel 02	Motors & Related Components
14893	Magnet Ring / Rotor Ass'y -G4 - 88 Magnets	46	\$36.21	\$ 1,665.88	A	AUR	AUR-Q	AWP	MAGNET	BOM	Parcel 02	Motors & Related Components
14956	Motor Assy - 250W HT- 300RPM - G1 - Cassette - Black	1	\$193.16	\$ 193.16	NONE	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15000	Motor Assy-250W HT- 300RPM - G1 Cassette - Silver	2	\$205.27	\$ 410.54	C	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15000	Motor Assy-250W HT- 300RPM - G1 Cassette - Silver	5	\$208.06	\$ 1,040.32	G	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15119	Motor Assy-250W HT- 300RPM - G1 Cassette - Black	29	\$205.80	\$ 5,968.25	B	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15133	Motor PCB 3.3b 48V with Cables - Trek	862	\$45.82	\$ 39,494.04	NONE	AUR	AUR-M	A06-2	MOTORPCBA	Item	Parcel 02	Motors & Related Components
15219	Motor Assy-350W- 300RPM - G1 - Black - 32 Spoke	1	\$192.42	\$ 192.42	NONE	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15326	PCBA Motor 3.x 48V with Wires and Hall Effects - KTM	41	\$49.82	\$ 2,042.62	NONE	AUR	AUR-M	D20-1	MOTORPCBA	BOM	Parcel 02	Motors & Related Components
15353	PCBA Assy with Wires and CONN RECEPTS - G2 Motor	7	\$51.08	\$ 357.56	A	AUR	AUR-M	D20-1	MOTORPCBA	BOM	Parcel 02	Motors & Related Components
15377	Motor Controller Ass'y - G4	181	\$60.05	\$ 10,868.57	H	AUR	AUR-M	None	MOTORPCBA	Item	Parcel 02	Motors & Related Components
15377	Motor Controller Ass'y - G4	3	\$60.37	\$ 181.12	F	AUR	AUR-Q	None	MOTORPCBA	Item	Parcel 02	Motors & Related Components
15399	Motor Assy-G1 Cassette Silver- 18&20"wheel fixed blocker	24	\$310.24	\$ 7,445.64	C	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15603	Motor Assy -250W - 300RPM - G2 - Cassette - Silver - Trek	1	\$206.52	\$ 206.52	X1	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15616	D-Series-Wide Axles-170mm - 25/250W	1	\$283.46	\$ 283.46	X1	AUR	AUR-E		MOTOR	BOM	Parcel 02	Motors & Related Components
15616	D-Series-Wide Axles-170mm - 25/250W	1	\$337.26	\$ 337.26	A	AUR	AUR-Q		MOTOR	BOM	Parcel 02	Motors & Related Components
15635	Motor Ass'y - G4 - BionX - 500W	1	\$328.62	\$ 328.62	A	AUR	SERVICE		MOTOR	BOM	Parcel 02	Motors & Related Components
15635	Motor Ass'y - G4 - BionX - 500W	9	\$336.90	\$ 3,032.10	C	AUR	SERVICE		MOTOR	BOM	Parcel 02	Motors & Related Components
15771	Motor Assy - Thru Axle - 25/250w Eu - New Connector	1	\$342.05	\$ 342.05	G	AUR	AUR-Q		MOTOR	BOM	Parcel 02	Motors & Related Components
15805	Motor Controller Ass'y - G4 - New Power Connector	2,245	\$61.36	\$ 137,761.89	C	AUR	AUR-M	AWP	MOTORPCBA	Item	Parcel 02	Motors & Related Components
15829	Motor ssy - 250WHT/300W - G1 - Cassette - Black - 32 spoke	2	\$225.05	\$ 450.09	A	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15829	Motor ssy - 250WHT/300W - G1 - Cassette - Black - 32 spoke	8	\$223.79	\$ 1,790.28	B	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15967	Motor Assy-G4-New Power Connector-250W	1	\$291.03	\$ 291.03	B	AUR	AUR-M	DEF	MOTOR	BOM	Parcel 02	Motors & Related Components
15967	Motor Assy-G4-New Power Connector-250W	34	\$291.03	\$ 9,895.03	B	AUR	AUR-E	DEF	MOTOR	BOM	Parcel 02	Motors & Related Components
15967	Motor Assy-G4-New Power Connector-250W	3	\$291.03	\$ 873.09	B	AUR	AUR-Q	DEF	MOTOR	BOM	Parcel 02	Motors & Related Components
15969	MOTOR Assy-G4-New Power Connector-45/500W	1	\$294.29	\$ 294.29	A	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components

15984	MOTOR ASSY - 350W - G1 -CASSETTE - BLACK - 36 SPOKE	30	\$205.77	\$	6,173.12	B	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15984	MOTOR ASSY - 350W - G1 -CASSETTE - BLACK - 36 SPOKE	19	\$205.77	\$	3,909.64	B	AUR	AUR-Q	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15984	MOTOR ASSY - 350W - G1 -CASSETTE - BLACK - 36 SPOKE	2	\$205.77	\$	411.54	B	AUR	SERVICE	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15985	Motor Assy-250WHT-300RPM-G1-Cassette-Black-BIONX	4	\$218.56	\$	874.23	A	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15985	Motor Assy-250WHT-300RPM-G1-Cassette-Black-BIONX	2	\$218.56	\$	437.11	A	AUR	AUR-Q	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15986	PCBA G1 Motor Assy with Wires	1,255	\$48.12	\$	60,393.57	A	AUR	AUR-M	A14-2	MOTORPCBA	Item	Parcel 02	Motors & Related Components
15989	Motor Assy-250W HT/ 300W-G1-Cassette-Black-32-Spoke	193	\$214.83	\$	41,462.02	A	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15989	Motor Assy-250W HT/ 300W-G1-Cassette-Black-32-Spoke	2	\$207.71	\$	415.42	B	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15989	Motor Assy-250W HT/ 300W-G1-Cassette-Black-32-Spoke	28	\$214.83	\$	6,015.22	A	AUR	AUR-Q	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15989	Motor Assy-250W HT/ 300W-G1-Cassette-Black-32-Spoke	1	\$214.83	\$	214.83	A	AUR	SERVICE	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15989	Motor Assy-250W HT/ 300W-G1-Cassette-Black-32-Spoke	2	\$207.71	\$	415.42	B	AUR	SERVICE	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15990	PCBA Motor 3.2 48V with wires and Hall Effect	596	\$51.83	\$	30,890.17	A	AUR	AUR-M	AWP	MOTORPCBA	BOM	Parcel 02	Motors & Related Components
16133	PCBA-Front Motor Assy-New Pwr Connector	64	\$39.37	\$	2,519.36	A	AUR	AUR-M	E18-1	MOTORPCBA	BOM	Parcel 02	Motors & Related Components
16168	D-Series-Wide Axles-170mm-45/500W	3	\$335.46	\$	1,006.38	B	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
16168	D-Series-Wide Axles-170mm-45/500W	3	\$335.46	\$	1,006.38	B	AUR	AUR-E	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
16168	D-Series-Wide Axles-170mm-45/500W	5	\$283.35	\$	1,416.73	X1	AUR	AUR-E	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
16168	D-Series-Wide Axles-170mm-45/500W	1	\$335.46	\$	335.46	B	AUR	AUR-Q	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
013559R	Reworked - Magnet Ring Assy-25mm 44 Magnets	191	\$62.89	\$	12,011.99	NONE	AUR	AUR-M	C18-1	MAGNET	BOM	Parcel 02	Motors & Related Components

BionX Canada Inc.
Detailed Inventory Listing

Note: Please be advised that the present inventory list is current as at May 1, 2018 and is subject to change. The latest versions of the following list will be uploaded as required.

- Legend**
Aur-M Aurora-Main
Aur-E Aurora-Engineering
Aur-Q Aurora-Quarantine
Aur-T Aurora-Transit
MRKG Marketing Warehouse
MUN-SRV Munich Service Warehouse
Service Service Warehouse

Item number	Item name	Qty	BV/Unit	Book Value	Revision	Site	Batch Nbr.	Serial Nbr.	Warehouse	Location	Item Description	Item type	Parcel	Parcel Name
11062	Battery Case LH - molded	38	\$1.17	\$ 44.58	NONE	AUR			AUR-M	D18-4	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
11068	Lever	158	\$0.17	\$ 26.86	NONE	AUR			AUR-M	D18-4	LEVER	Item	Parcel 03	Batteries & Battery Components / Parts
11070	Guide Plate - DT	956	\$1.05	\$ 1,003.90	NONE	AUR			AUR-M	C20-1	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
11072	PCBA Battery 4.05 24V-48V - OBSOLETE	10	\$15.18	\$ 151.80	NONE	AUR			AUR-M	A17-2	BTRPCBA	Item	Parcel 03	Batteries & Battery Components / Parts
11086	Battery case RH - molded	38	\$1.10	\$ 41.80	NONE	AUR			AUR-M	D18-4	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
11371	Charger 24V NiMH 1.8A HP1202N2	27	\$0.00	\$ -	NONE	AUR			AUR-M	D03-3	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
11548	Charger LiMn 26V HP8204L2(7S)	5	\$12.04	\$ 60.19	NONE	AUR			AUR-M	AWP	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
11706	Battery case LH molded - White	36	\$1.29	\$ 46.44	NONE	AUR			AUR-M	D18-4	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
11707	Battery lever - White Matra	150	\$0.19	\$ 28.50	NONE	AUR			AUR-M	D18-4	LEVER	Item	Parcel 03	Batteries & Battery Components / Parts
11710	Battery case RH molded - White	36	\$1.25	\$ 45.14	NONE	AUR			AUR-M	D18-4	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12079	Battery Tie Down Plate	2,665	\$0.00	\$ -	NONE	AUR			AUR-M	D17-2	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
12080	Battery Plate - Housing - Front	187	\$0.27	\$ 50.53	NONE	AUR			AUR-M	C20-1	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
12081	Battery Plate - Housing - Rear	50	\$0.63	\$ 31.40	NONE	AUR			AUR-M	C20-1	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
12196	PCBA Battery 4.05 24V-48V DC w	5	\$15.78	\$ 78.90	NONE	AUR			AUR-M	A17-2	BTRPCBA	Item	Parcel 03	Batteries & Battery Components / Parts
12357	Charger Li-Mn 22.2V (6S) RoHs	18	\$0.00	\$ -	NONE	AUR			AUR-M	D03-3	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
12503	PCBA Battery 5.x 24V-48V w/Bag	149	\$0.00	\$ -	NONE	AUR			AUR-M	D08-2	BTRPCBA	BOM	Parcel 03	Batteries & Battery Components / Parts
12589	Battery Case PL250L LH molded	30	\$0.00	\$ -	NONE	AUR			AUR-M	D11-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12590	Battery Case PL250L RH molded	30	\$0.00	\$ -	NONE	AUR			AUR-M	D11-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12604	Cell Pack Assy - Li-Mn Cells 6S4P (PL250L)	2	\$0.00	\$ -	NONE	AUR			AUR-M	J01-2	BTRCELL	Item	Parcel 03	Batteries & Battery Components / Parts
12613	Battery Case LH Mold-Rear Rack	4	\$6.58	\$ 26.33	NONE	AUR			AUR-M	D13-5	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12614	Battery Case RH Mold-Rear Rack	34	\$6.58	\$ 223.56	NONE	AUR			AUR-M	D13-5	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12640	Battery Case LH Molded-Black Matra	36	\$1.10	\$ 39.60	NONE	AUR			AUR-M	D11-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12641	Battery Case RH Molded-Black Matra	36	\$1.13	\$ 40.68	NONE	AUR			AUR-M	D11-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12642	Battery Lever-Black Matra	150	\$0.17	\$ 24.75	NONE	AUR			AUR-M	D11-3	LEVER	Item	Parcel 03	Batteries & Battery Components / Parts
12780	Levier Batterie Argent	257	\$0.93	\$ 239.88	NONE	AUR			AUR-M	D19-3	LEVER	Item	Parcel 03	Batteries & Battery Components / Parts
12781	Battery Case RH Silver-Molded	32	\$11.27	\$ 360.48	NONE	AUR			AUR-M	D19-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12983	Batt Case LH Silver-Drilled DC	55	\$3.75	\$ 206.52	NONE	AUR			AUR-M	D19-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13026	Battery Case - RH - Trek 33/30 Cells	40	\$2.00	\$ 80.14	NONE	AUR			AUR-M	F17-2	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13027	Battery Case - LH - Trek 33/30 Cells	40	\$1.96	\$ 78.43	NONE	AUR			AUR-M	F17-2	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13037	PCBA Battery 5.x 22.2V Assy w/Cable	498	\$0.00	\$ -	NONE	AUR			AUR-M	A01-2	BTRPCBA	Item	Parcel 03	Batteries & Battery Components / Parts
13044	PCBA 5.x w/Cable - Rear Rack	8	\$54.22	\$ 433.76	NONE	AUR			AUR-M	C13-2	BTRPCBA	Item	Parcel 03	Batteries & Battery Components / Parts
13054	Cell Pack Assy - Li-Mn -10S6P - RR	3	\$94.93	\$ 284.80	NONE	AUR			SERVICE		BTRCELL	Item	Parcel 03	Batteries & Battery Components / Parts
13443	Charger-LiMn 45.65V (11S) RoHS	91	\$9.98	\$ 908.03	NONE	AUR			AUR-M	A08-3	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
13444	Charger-LiMn 41.5V (10S) RoHS	73	\$23.76	\$ 1,734.26	NONE	AUR			AUR-M	AWP	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
13462	Charger-LiMn 24.9V (6S) RoHS	18	\$0.00	\$ -	NONE	AUR			AUR-M	D03-3	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
13528	PCB ASSEMBLY SMC6	34	\$24.01	\$ 816.34	NONE	AUR			AUR-M	C15-2	BTRPCBA	Item	Parcel 03	Batteries & Battery Components / Parts
13563	Battery Case LH 2011	74	\$1.07	\$ 79.12	NONE	AUR			AUR-M	D10-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13564	Battery Case RH 2011	74	\$1.08	\$ 79.92	NONE	AUR			AUR-M	D10-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13574	Power Supply 24V	83	\$8.16	\$ 677.01	NONE	AUR			AUR-M	C17-2	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
13633	Battery Assy - DT - 48V/39Cells - Black - Derby	3	\$215.64	\$ 646.93	NONE	AUR	20140806	3633-D14158027	AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
13635	Power Supply (Charger) 90W-26V-3.45A	1,981	\$17.12	\$ 33,920.83	NONE	AUR			AUR-M	DEF	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
13635	Power Supply (Charger) 90W-26V-3.45A	2	\$17.12	\$ 34.25	NONE	AUR			AUR-B	DEF	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
13663	Battery Case LH-Derby 40 Cells	15	\$0.80	\$ 12.02	NONE	AUR			AUR-M	F19-1	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts

13664	Battery Case RH-Derby 40 Cells	13	\$0.80	\$	10.40	NONE	AUR			AUR-M	F19-1	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13665	Lever-Battery Case-Derby	119	\$0.21	\$	25.37	NONE	AUR			AUR-M	J01-2	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13675	Guide Plate - DT - Stevens	583	\$0.88	\$	513.39	NONE	AUR			AUR-M	AWP	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
13683	Lever - Battery Case - White KTM	2,581	\$0.22	\$	554.96	NONE	AUR			AUR-M	D17-4	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13759	Lever - Battery - White - Intercycle	93	\$0.34	\$	31.16	NONE	AUR			AUR-M	D08-2	LEVER	Item	Parcel 03	Batteries & Battery Components / Parts
13760	Battery Assy - DT - 48V/52 Cell - White - Intercycle	4	\$224.93	\$	899.72	NONE	AUR	20140902	3760-D14197001	AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
13762	Battery Case RH - White - Intercycle	4	\$1.59	\$	6.36	NONE	AUR			AUR-M	D07-2	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13764	Battery Case LH Stevens Gold	34	\$2.20	\$	74.80	NONE	AUR			AUR-M	D11-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13765	Battery Case RH Stevens Gold	34	\$2.20	\$	74.69	NONE	AUR			AUR-M	D11-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13801	Battery Case - Top Plate - Dark Grey - Trek 39 Cells MY12	6	\$0.82	\$	4.93	NONE	AUR			AUR-M	D06-4	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13845	Battery Assy - DT - 48V/39 Cells - Silver/Black - Trek MY12	58	\$103.25	\$	5,988.50	NONE	AUR			AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
13849	Plate Battery Locking System	595	\$0.07	\$	38.68	NONE	AUR			AUR-M	J01-3	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
14000	Battery Assy - DT - 48V 52 Cell - Silver: X	20	\$259.86	\$	5,197.13	NONE	AUR	20150504	4000-D15068079	AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
14032	Battery Case - DT - Top - Grey - Trek MY12	433	\$2.86	\$	1,237.90	NONE	AUR			AUR-M	D13-5	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
14033	Lever - Battery Case DT - Black 7C - Trek MY12	115	\$0.56	\$	64.40	NONE	AUR			AUR-M	J01-2	LEVER	Item	Parcel 03	Batteries & Battery Components / Parts
14156	Metal Plate for Magnet	2,000	\$0.05	\$	107.00	NONE	AUR			AUR-M	D15-2	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
14192	Battery Assy - LiMn - 13S4P - Intercycle REVO	29	\$274.19	\$	7,951.54	G	AUR			AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
14228	Battery Assy - DT - 48V 52 Cell - Black	3	\$271.13	\$	813.39	NONE	AUR	20150408	4228-D15066006	AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
14322	Battery case - RR - LH White	54	\$1.36	\$	73.44	NONE	AUR			AUR-M	C01-1	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
14323	Battery case - RR - RH White	54	\$1.37	\$	73.98	NONE	AUR			AUR-M	C01-1	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
14576	Power Supply (Charger) 90W - 26V - 3.45A	468	\$6.99	\$	3,268.98	NONE	AUR			AUR-M	D02-4	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
14612	Battery Assy - DT - 48V 39 Cell - White - Grace Easy	1	\$129.76	\$	129.76	NONE	AUR			AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
14627	Battery Assy - DT - 48V 39 Cell - Grey - Grace Easy	1	\$273.16	\$	273.16	E	AUR			AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
14813	PCB Assembly - SMC 6.3B	67	\$54.45	\$	3,647.93	D	AUR			AUR-M	C14-2	BTRPCBA	Item	Parcel 03	Batteries & Battery Components / Parts
15253	Battery Assy- DT-48V/39Cell Black BionX	58	\$235.94	\$	13,684.32	E	AUR	20171128	5253-D17292007	AUR-M	AWP	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15319	Battery Assy - RR - 48V 39 Cell - Black 7C	200	\$242.35	\$	48,469.78	NONE	AUR	20171128	5319-D17282003	AUR-M	AWP	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15319	Battery Assy - RR - 48V 39 Cell - Black 7C	1	\$242.35	\$	242.35	NONE	AUR	20171128	5319-D17282003	AUR-Q	AWP	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15521	Battery Assy - DT -48V/52cell - 555Wh -Black - BionX Decals	0	\$304.47	\$	-	A	AUR	20150514	5521-D15092015	AUR-M	DEF	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15534	Battery Assy - RR - 48V/39Cells - GA- Grey - Trek	5	\$360.93	\$	1,804.64	E	AUR			AUR-M	AWP	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15560	Battery Assy - DT - 48V/52 - PF - Black	0	\$313.02	\$	-	A	AUR	20150527	5560-D15093035	AUR-M	DEF	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15560	Battery Assy - DT - 48V/52 - PF - Black	1	\$313.02	\$	313.02	A	AUR	20150527	5560-D15093035	AUR-B	DEF	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15629	Battery Assy - DT - 48V 39 Cell - Black 7C - BionX	16	\$215.96	\$	3,455.36	A	AUR	20141222	5629-D14309007	AUR-M	AWP	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15636	Battery Assy - DT - 48V 52 Cell - Black 7C - BionX	151	\$261.08	\$	39,422.93	B	AUR	20170726	5636-D17039019	AUR-M	AWP	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15637	Battery Assy - RR - 48V/52 Cell - Black 7C - Bionx	300	\$278.30	\$	83,490.56	B	AUR	20160329	5637-D16014036	AUR-M	DEF	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15777	Battery Assy - I - 48V/52C - GA - Black - Bionx	1	\$340.36	\$	340.36	G	AUR	20160603	5777-D16138183	AUR-M	DEF	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15988	Portable Battery Charger	34	\$18.91	\$	643.07	A	AUR			AUR-M	AWP	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
16111	Power Supply with NA Cord	13	\$21.41	\$	278.35	A	AUR			AUR-M	AWP	BTRCHARG	BOM	Parcel 03	Batteries & Battery Components / Parts

BionX Canada Inc.
Detailed Inventory Listing

Note: Please be advised that the present inventory list is current as at May 1, 2018 and is subject to change. The latest versions of the following list will be uploaded as required.

Legend

Aur-M	Aurora-Main
Aur-E	Aurora-Engineering
Aur-Q	Aurora-Quarantine
Aur-T	Aurora-Transit
MRKG	Marketing Warehouse
MUN-SRV	Munich Service Warehouse
Service	Service Warehouse

Item number	Item name	Qty	BV/Unit	Book Value	Revision	Site	Config	Size	Serial Nbr.	Warehouse	Location	Item Description	Item type	Parcel	Parcel Name
11044	Heat Shrink Tube Ø19.05x120mm - Blk	941	\$0.28	\$ 263.48	NONE	AUR				AUR-M	AWP	SHRINK	BOM	Parcel 04	Wheels, Rims, & Related Components
11158	Cable Strap - Chain Stay	6,138	\$0.99	\$ 6,056.98	C	AUR				AUR-M	D20-5	VELCRO	Item	Parcel 04	Wheels, Rims, & Related Components
11158	Cable Strap - Chain Stay	1	\$0.73	\$ 0.73	NONE	AUR				AUR-B	D20-5	VELCRO	Item	Parcel 04	Wheels, Rims, & Related Components
11306	Heat Shrink Tube FP301 Ø1/2in - BLK	30	\$1.72	\$ 51.56	NONE	AUR				AUR-M	AWP	SHRINK	Item	Parcel 04	Wheels, Rims, & Related Components
11341	Stator support - Machined	1,460	\$0.03	\$ 43.80	NONE	AUR				AUR-M	B20-3	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
11374	Stator plate 20mm - 10mm teeth	1,240	\$0.00	\$ -	NONE	AUR				AUR-M	F11-1	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
11377	Heat Shrink Tube FP301 Ø3/4in - BLK	101	\$0.95	\$ 95.42	NONE	AUR				AUR-M	AWP	SHRINK	Item	Parcel 04	Wheels, Rims, & Related Components
11421	Freewheel 8 speed 13-28	239	\$0.00	\$ -	NONE	AUR				AUR-M	DEF	FREEWHEEL	Item	Parcel 04	Wheels, Rims, & Related Components
11421	Freewheel 8 speed 13-28	5	\$0.00	\$ -	NONE	AUR				AUR-B	DEF	FREEWHEEL	Item	Parcel 04	Wheels, Rims, & Related Components
11473	Silver Flex Fibre Glass Sleeve - 130mm	876	\$0.05	\$ 45.79	NONE	AUR				AUR-M	AWP	SLEEVE	BOM	Parcel 04	Wheels, Rims, & Related Components
11480	Heat Shrink Tube FP301 Ø1/4in - BLK	1,200	\$0.37	\$ 438.01	NONE	AUR				AUR-M	AWP	SHRINK	Item	Parcel 04	Wheels, Rims, & Related Components
11568	Stator Assy - G1 - 20mm - 40 Turns	565	\$0.00	\$ -	NONE	AUR				AUR-M	D18-1	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
11569	Stator Assy - 25mm 40 Turns	2,462	\$35.87	\$ 88,303.90	NONE	AUR				AUR-M	AWP	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
11570	Stator Assy - G1 - 20mm 36 Turns	1,095	\$0.00	\$ -	NONE	AUR				AUR-M	D06-1	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
11600	Heat Shrink Tube Ø12.7x80mm Blk	78	\$0.14	\$ 11.22	NONE	AUR				AUR-M	AWP	SHRINK	BOM	Parcel 04	Wheels, Rims, & Related Components
11601	Heat Shrink Tube Ø19.05x35mm - Blk	976	\$0.08	\$ 82.32	NONE	AUR				AUR-M	AWP	SHRINK	BOM	Parcel 04	Wheels, Rims, & Related Components
11616	Free wheel 7 speeds 14-28	118	\$0.00	\$ -	NONE	AUR				AUR-M	D07-2	FREEWHEEL	Item	Parcel 04	Wheels, Rims, & Related Components
11617	Free wheel 8spd 13-32	1,158	\$0.00	\$ -	NONE	AUR				AUR-M	D07-2	FREEWHEEL	Item	Parcel 04	Wheels, Rims, & Related Components
11618	Free wheel 9spd 13-32 chrome	723	\$0.00	\$ -	NONE	AUR				AUR-M	D07-2	FREEWHEEL	Item	Parcel 04	Wheels, Rims, & Related Components
11742	Fiber glass sleeve 12 AwG varn	850	\$0.00	\$ -	NONE	AUR				AUR-M	AWP	SLEEVE	Item	Parcel 04	Wheels, Rims, & Related Components
11743	Fiber glass sleeve 7 AwG varni	1,000	\$0.00	\$ -	NONE	AUR				AUR-M	AWP	SLEEVE	Item	Parcel 04	Wheels, Rims, & Related Components
11761	Spoke - SAPIM Strong - 87 - Silver	263	\$0.46	\$ 120.17	B	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
11762	Spoke - SAPIM Strong - 87 - Black	10,000	\$0.58	\$ 5,799.47	D	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
11765	Spoke SAPIM Strong - 210 - Silver	12,500	\$0.00	\$ -	NONE	AUR				AUR-M	D06-2	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
11766	Spoke - SAPIM Strong - 202 - Silver - 700C	11,500	\$0.22	\$ 2,574.53	NONE	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
11767	Spoke - SAPIM Strong - 172 - Silver - 26 IN	1,470	\$0.22	\$ 324.23	NONE	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
11768	Spoke - SAPIM Strong - 148 - Silver - 24in	19,550	\$0.00	\$ -	B	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
11861	Spoke - SAPIM Strong - 202 - Black - 700C	1,700	\$0.36	\$ 618.38	NONE	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
11862	Spoke - SAPIM Strong - 172 - Black - 26 IN	1,500	\$0.37	\$ 549.82	NONE	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
11871	Stator Assy - 25mm - 15 turns (4x20AWG + 1x21AWG)	16	\$0.00	\$ -	NONE	AUR				AUR-M	F19-1	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
11927	Stator Assy - G1 - 25mm - 24 Turns (250/350W/500W)	901	\$35.87	\$ 32,314.46	NONE	AUR				AUR-M	C12-1	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
11948	Heat Shrink Tube FP301 Ø1in - Blk	61	\$3.57	\$ 217.86	NONE	AUR				AUR-M	AWP	SHRINK	Item	Parcel 04	Wheels, Rims, & Related Components
12024	Heat Shrink Tube Ø19.05x10mm Blk	1,039	\$0.03	\$ 28.48	NONE	AUR				AUR-M	AWP	SHRINK	BOM	Parcel 04	Wheels, Rims, & Related Components
12267	Velcro - Male 1in x 25m roll	18	\$0.00	\$ -	NONE	AUR				AUR-M	C09-2	VELCRO	Item	Parcel 04	Wheels, Rims, & Related Components
12268	Velcro - Female 1in x 25m roll	22	\$0.00	\$ -	NONE	AUR				AUR-M	C09-2	VELCRO	Item	Parcel 04	Wheels, Rims, & Related Components
12508	Heat Shrink Tube Ø19.05x75mm Blk	1,000	\$0.11	\$ 112.00	NONE	AUR				AUR-M	AWP	SHRINK	BOM	Parcel 04	Wheels, Rims, & Related Components
13067	Stator Assy - G1 - 20mm - 26 Turns	696	\$14.21	\$ 9,889.62	NONE	AUR				AUR-M	D05-1	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
13144	Stator Bell	72	\$2.34	\$ 168.48	NONE	AUR				AUR-M	D03-3	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
13149	Stator Iron Core Assy - IGH	247	\$36.40	\$ 8,990.01	NONE	AUR				AUR-M	Trailer2	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
13150	Hub Stator Bell	477	\$14.82	\$ 7,070.42	NONE	AUR				AUR-M	Trailer1	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
13527	Velcro, Rear Rack	3,587	\$0.45	\$ 1,604.82	NONE	AUR				AUR-M	AWP	VELCRO	Item	Parcel 04	Wheels, Rims, & Related Components
13584	Stator Iron Core Assy-42 Teeth	489	\$35.00	\$ 17,117.21	L	AUR				AUR-M	D08-1	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
13828	Stator Assy-30 Teeth-Front Motor-Trek	356	\$17.01	\$ 6,054.60	F	AUR				AUR-M	D11-1	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
14334	Stator Winding Assy - G2 - IGH	2,063	\$0.00	\$ -	NONE	AUR				AUR-M	E08-1	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
14929	Stator Ass'y - 84 Teeth - G4	538	\$76.99	\$ 41,422.41	M	AUR				AUR-M	AWP	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
14929	Stator Ass'y - 84 Teeth - G4	656	\$76.99	\$ 50,507.62	M	AUR				AUR-Q	AWP	STATOR	Item	Parcel 04	Wheels, Rims, & Related Components
15023	Spoke -14G-281 black	500	\$0.23	\$ 112.78	A	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
15183	Cable Strap - Rear Rack	3,010	\$0.78	\$ 2,348.32	NONE	AUR				AUR-M	AWP	VELCRO	Item	Parcel 04	Wheels, Rims, & Related Components
15272	Spoke - SAPIM Strong - 174 - Black	11,600	\$0.35	\$ 4,076.16	NONE	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components

15329	Spoke - SAPIM Strong - 206 - Black	27,428	\$0.34	\$	9,425.92	B	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
15495	Heat Shrink 25.4mm x 20mm	432	\$0.08	\$	32.84	A	AUR				AUR-M	AWP	SHRINK	BOM	Parcel 04	Wheels, Rims, & Related Components
15530	#19 Natural Varglas A397 - 120mm	580	\$0.12	\$	67.62	B	AUR				AUR-M	AWP	SLEEVE	BOM	Parcel 04	Wheels, Rims, & Related Components
15536	#19 Natural Varglas A397 - Bulk Roll	1,326	\$0.18	\$	241.97	B	AUR				AUR-M	AWP	SLEEVE	Item	Parcel 04	Wheels, Rims, & Related Components
15548	Heat Shrink Tubing BLK - Q5-3X -1.25 IN	24	\$12.51	\$	300.13	NONE	AUR				AUR-M	AWP	SHRINK	Item	Parcel 04	Wheels, Rims, & Related Components
15601	Spoke - Leader - SP - 14G - 285 - Black	8,500	\$0.19	\$	1,578.70	A	AUR				AUR-M	D06-2	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
15617	Sleeve ID-D-Series-170mm	365	\$0.86	\$	313.76	A	AUR				AUR-M	AWP	SLEEVE	Item	Parcel 04	Wheels, Rims, & Related Components
15619	Sleeve OD-D-Series-170mm	363	\$0.88	\$	317.63	A	AUR				AUR-M	AWP	SLEEVE	Item	Parcel 04	Wheels, Rims, & Related Components
15644	Spoke - Strong - SP - 14G - 268 - Black	21,000	\$0.35	\$	7,282.06	B	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
15900	Heat Shrink - FP301 1/2inx28mm Black	135	\$0.05	\$	7.25	B	AUR				AUR-M	AWP	SHRINK	BOM	Parcel 04	Wheels, Rims, & Related Components
15925	Spoke - Leader - SP - 14G-296 - Black	7,500	\$0.22	\$	1,640.79	A	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
15926	Spoke - Leader - SP - 14G-278 - Black	5,000	\$0.23	\$	1,167.17	A	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
15927	Spoke - Leader - SP - 14G-265 - Black	5,750	\$0.23	\$	1,342.16	A	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
16029	Spoke-Strong-SP-14G-267-Black	7,936	\$0.34	\$	2,735.86	A	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
16030	Spoke-Strong-SP-14G-278-Black	10,000	\$0.36	\$	3,613.51	A	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
16031	Spoke-Strong-SP-14G-296-Black	11,136	\$0.34	\$	3,789.56	B	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
16033	Spoke-Strong 14G-186-Black	4,500	\$0.35	\$	1,561.50	B	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
16066	Heat Shrink Thin Wall 1/2" x 28mm	1,285	\$0.01	\$	7.14	A	AUR				AUR-M	AWP	SHRINK	BOM	Parcel 04	Wheels, Rims, & Related Components
16193	Spoke-Leader-SP-14G-269-Black	4,000	\$0.21	\$	833.35	A	AUR				AUR-M	AWP	SPOKE	Item	Parcel 04	Wheels, Rims, & Related Components
16198	Freewheel Ass'y 10 Speed M37 Thread 3 Pawl	640	\$13.87	\$	8,873.94	A	AUR				AUR-M	AWP	FREEWHEEL	Item	Parcel 04	Wheels, Rims, & Related Components
16198	Freewheel Ass'y 10 Speed M37 Thread 3 Pawl	2	\$13.87	\$	27.73	A	AUR				AUR-Q	AWP	FREEWHEEL	Item	Parcel 04	Wheels, Rims, & Related Components
16200	Freewheel Ass'y for 10 Speed Cassette, 3 Pawl	1,024	\$13.91	\$	14,241.48	A	AUR				AUR-M	None	FREEWHEEL	Item	Parcel 04	Wheels, Rims, & Related Components
011524U	Rim GF05 36H 622x18 (700C) SIL	314	\$6.50	\$	2,040.73	D	AUR				AUR-M	AWP	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
011525U	Rim GF05 36H 559x18 (26x1.5) SIL	164	\$6.12	\$	1,003.02	NONE	AUR				AUR-M	A05-1	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
011526U	Rim GF05 36H 507x18 (24x1.5) SIL	2	\$1.60	\$	3.20	NONE	AUR				AUR-M	AWP	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
011528U	Rim GF05 36H 622x18 (700C) BLK	191	\$7.68	\$	1,465.98	NONE	AUR				AUR-M	A08-1	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
011529U	Rim GF05 36H 559x18 (26x1.5) BLK	137	\$6.70	\$	918.46	NONE	AUR				AUR-M	A06-1	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
011530U	Rim GF05 36H 507x18 (24x1.5) BLK	1,576	\$0.00	\$	0.02	NONE	AUR				AUR-M	AWP	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
011531U	Rim GF05 36H 406x18 (20x1.5) BLK	450	\$5.90	\$	2,655.91	NONE	AUR				AUR-M	AWP	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
015497U	RIM - A102 32H 5 deg off - 700 622x23 - Black	367	\$11.97	\$	4,393.92	B	AUR				AUR-M	A07-1	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
015531U	RIM - AI05 32H 5 deg off - 700 rim brake 622x23 - Black	260	\$11.18	\$	2,905.97	A	AUR				AUR-M	A12-1	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
015638U	RIM - 26 (Rim brake) for D series	75	\$12.57	\$	942.64	A	AUR				AUR-M	A13-1	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
015921U	Rim GF05 32H 622x18 (700c) Black Disc Only	448	\$6.98	\$	3,126.28	NONE	AUR				AUR-M	AWP	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
015923U	Rim GF05 32H 622x18 (650B) Black Disc Only	165	\$7.67	\$	1,266.37	NONE	AUR				AUR-M	AWP	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
016025U	RIM-GF05 32H-559x18-Black	793	\$6.68	\$	5,294.75	A	AUR				AUR-M	A01-1	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
016026U	RIM-GF05 32H-650B w/out Machining-Black	328	\$6.81	\$	2,234.62	A	AUR				AUR-M	A02-1	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
016027U	RIM-GF05 32H-622X18 (700C)-Black	259	\$6.99	\$	1,810.77	A	AUR				AUR-M	AWP	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
016028U	RIM-GF05 32H-622X18 (700C) w/out Machining-Black	482	\$6.98	\$	3,364.30	A	AUR				AUR-M	AWP	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
016162U	GIANT FH85 RIM-170mm/135mm	496	\$27.83	\$	13,802.81	A	AUR				AUR-M	AWP	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
016185U	RIM - RYDE - ANDRA 40 32H - 559X30 - BLACK	317	\$13.75	\$	4,357.42	A	AUR				AUR-M	AWP	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
016185U	RIM - RYDE - ANDRA 40 32H - 559X30 - BLACK	5	\$13.75	\$	68.73	A	AUR				AUR-Q	AWP	RIM	Item	Parcel 04	Wheels, Rims, & Related Components
WHEEL	WHEEL	7	\$373.77	\$	2,616.39		AUR	BLK/BLK	20	4912-A12332050	AUR-M	DEF	WHEEL	BOM	Parcel 04	Wheels, Rims, & Related Components
WHEEL	WHEEL	4	\$373.77	\$	1,495.08		AUR	BLK/BLK	20	4912-A12332050	SERVICE	DEF	WHEEL	BOM	Parcel 04	Wheels, Rims, & Related Components

BionX Canada Inc.
Detailed Inventory Listing

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- Legend**
Aur-M Aurora-Main
Aur-E Aurora-Engineering
Aur-Q Aurora-Quarantine
Aur-T Aurora-Transit
MRKG Marketing Warehouse
MUN-SRV Munich Service Warehouse
Service Service Warehouse

Item number	Item name	Qty	BV/Unit	Book Value	Revision	Site	Warehouse	Location	Item Description	Item type	Parcel	Parcel Name
11064	XLR 3 Connector NiMh 24V	44	\$1.27	\$ 55.88	NONE	AUR	AUR-M	AWP	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
11108	Cable 24/2 non shield with jac	300	\$0.45	\$ 135.77	NONE	AUR	AUR-M	D08-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11128	SMC Case DB-7	300	\$0.07	\$ 21.00	NONE	AUR	AUR-M	D18-4	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
11130	DB-7 Connector Male	1,011	\$0.86	\$ 869.46	NONE	AUR	AUR-M	D15-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11148	SMC Base DB-7	500	\$0.02	\$ 10.00	NONE	AUR	AUR-M	D18-4	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
11186	Molded receptacle 2 way connec	1,278	\$0.17	\$ 217.26	NONE	AUR	AUR-M	D09-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11196	Battery Cable Assembly	299	\$0.00	\$ -	NONE	AUR	AUR-M	J01-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
11200	Wire 22 AWG (stranded) FT4 TEW	6,119	\$0.01	\$ 61.19	NONE	AUR	AUR-M	D15-3	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
11204	Receptacle - XLR3 -NC3FP-1	50	\$0.99	\$ 49.25	NONE	AUR	AUR-M	C12-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11279	Reed Switch- 59025-040 HAMLIN	5,215	\$1.05	\$ 5,475.75	A	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11283	Reed Switch Assembly N/C 175mm	642	\$4.37	\$ 2,807.23	A	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11287	Reed Switch Adhesive Mount	91	\$0.11	\$ 10.01	NONE	AUR	AUR-M	AWP	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
11359	Communication Cable - Motor 403mm	103	\$1.81	\$ 186.43	NONE	AUR	AUR-M	D20-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
11364	Communication cable - Control 145mm	36	\$1.56	\$ 56.08	NONE	AUR	AUR-M	D10-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11369	Bicycle Cable Assy - Std	112	\$6.67	\$ 747.07	NONE	AUR	AUR-M	D04-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
11378	Thermostat thermtrol 65°C	1,270	\$0.28	\$ 349.25	NONE	AUR	AUR-M	D15-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11514	Wiring harness assembly - cust	49	\$2.28	\$ 111.72	NONE	AUR	AUR-M	C12-2	WIREHARN	BOM	Parcel 05	Cables & Electrical Parts
11533	Ext communication cable 100mm	385	\$0.00	\$ -	NONE	AUR	AUR-M	D01-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11534	Ext communication cable 200mm	88	\$7.34	\$ 645.48	C	AUR	AUR-M	D04-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11534	Ext communication cable 200mm	2	\$7.72	\$ 15.43	NONE	AUR	AUR-B	D04-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11535	Extension Comm cable-300mm	46	\$7.21	\$ 331.46	NONE	AUR	AUR-M	D04-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11536	Extension Comm cable-500mm	103	\$7.56	\$ 778.90	C	AUR	AUR-M	D04-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11547	Charger NiMH 36V 2Amp	24	\$0.00	\$ -	NONE	AUR	AUR-M	D03-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11550	Communication cable by roll - Black	1,400	\$0.00	\$ -	NONE	AUR	AUR-M	J01-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11559	Extension Comm cable-1000mm	3	\$6.97	\$ 20.90	NONE	AUR	AUR-M	D13-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11561	Extension Comm cable-1500mm	191	\$8.67	\$ 1,656.32	NONE	AUR	AUR-M	D01-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11577	Connector DC/DC Receptacle ass	19	\$0.00	\$ -	NONE	AUR	AUR-M	C01-1	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
11580	Wiring harness assembly - rear	474	\$0.00	\$ -	NONE	AUR	AUR-M	D20-3	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
11582	Terminal DC/DC Conectr 31-134M	900	\$1.04	\$ 932.94	NONE	AUR	AUR-M	C20-1	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11583	Wire DC/DC 22AwG - red - 150mm	882	\$0.00	\$ -	NONE	AUR	AUR-M	J01-3	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
11585	Power cable - SMC to Motor - b	192	\$1.25	\$ 240.00	NONE	AUR	AUR-M	D09-2	CABLE	BOM	Parcel 05	Cables & Electrical Parts
11586	Communication cable - SMC to M	189	\$0.36	\$ 68.04	NONE	AUR	AUR-M	D10-2	CABLE	BOM	Parcel 05	Cables & Electrical Parts
11588	XLR 4 on cable (bag container)	163	\$0.00	\$ -	NONE	AUR	AUR-M	D15-2	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
11613	Fuse 30 Amps Battery-I2C	2,130	\$0.00	\$ -	NONE	AUR	AUR-M	F20-1	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11649	Charger cable - Europe	186	\$0.01	\$ 1.06	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
11675	Charger cable- Australia	225	\$0.00	\$ -	NONE	AUR	AUR-M	D18-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11676	Charger cable Switzerland	100	\$0.00	\$ -	NONE	AUR	AUR-M	D03-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
11677	Charger cable - UK	731	\$0.04	\$ 27.18	NONE	AUR	AUR-M	D18-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11678	Charger cable - North America	267	\$0.00	\$ 0.21	NONE	AUR	AUR-M	D13-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11684	Docking Station Assy - DT - Matra White	75	\$7.32	\$ 549.04	NONE	AUR	AUR-Q		DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
11727	Moulded S Clip - Cable	7,666	\$0.05	\$ 352.75	NONE	AUR	AUR-M	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
11727	Moulded S Clip - Cable	20	\$0.05	\$ 0.92	NONE	AUR	AUR-B	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
11728	Tye wrap - 80mm Black	5,596	\$0.02	\$ 132.77	NONE	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11729	Power cable 1500mm	410	\$1.25	\$ 510.45	NONE	AUR	AUR-M	D19-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
11735	Cable Clamp Wht 1/4x9/32 x.128	2,300	\$0.02	\$ 38.29	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
11896	Reed switch N/O (inv.) Assy w/adhesive	376	\$5.97	\$ 2,246.20	NONE	AUR	AUR-M	D09-2	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
11902	Extension Motor Cable Assy - 380mm	82	\$10.10	\$ 828.57	NONE	AUR	AUR-M	D01-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11937	Reed switch N/O (inverse)	241	\$3.25	\$ 782.99	NONE	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11951	Extension of thermostat NiMH bag container (recall)	79	\$0.00	\$ -	NONE	AUR	AUR-M	J01-2	CABLE	BOM	Parcel 05	Cables & Electrical Parts

11952	Extension of thermostat LiMn bag container (recall)	67	\$0.00	\$	-	NONE	AUR	AUR-M	J01-3	CABLE	BOM	Parcel 05	Cables & Electrical Parts
12009	PCBA Motor 2.4 6 MOSFET 24V	170	\$0.00	\$	-	NONE	AUR	AUR-M	A17-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12015	Strain Gauge with soldered wire (N2A-06-S5105R-350-E3L1)	2,583	\$2.96	\$	7,649.48	C	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12040	Console - EPS Black - Throttle OBSOLETE	5	\$14.96	\$	74.80	NONE	AUR	AUR-M	C12-2	CONSOLE	BOM	Parcel 05	Cables & Electrical Parts
12051	Shaft Standard - with Strain Gauge	6	\$7.58	\$	45.45	H	AUR	AUR-M	AWP	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
12086	Trek Battery RR Light Cbl Assy	113	\$0.20	\$	23.16	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
12144	Docking Station Assy - RR - Trek	12	\$20.09	\$	241.05	NONE	AUR	AUR-M	A18-1	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
12146	Communication cable extension	250	\$0.00	\$	-	NONE	AUR	AUR-M	D18-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12149	Communication cbl ext 1200mm	6,768	\$0.00	\$	-	NONE	AUR	AUR-M	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
12149	Communication cbl ext 1200mm	1	\$0.00	\$	-	NONE	AUR	AUR-B	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
12150	Communication cbl ext 1050mm	1,612	\$0.00	\$	-	NONE	AUR	AUR-M	D03-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12151	Communication cbl ext 1700mm	19	\$9.91	\$	188.28	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
12205	XLR 4 on cable (bag container)	328	\$0.00	\$	-	NONE	AUR	AUR-M	D10-2	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
12220	XLR 4 receptacle 37V Li-Mn ass	68	\$0.00	\$	-	NONE	AUR	AUR-M	J01-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12222	Battery Cable Assembly - OHM	146	\$2.39	\$	348.37	NONE	AUR	AUR-M	D08-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12228	Rear Bike Light - Spanninga	36	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12229	Communication cable mtr 358mm	2,456	\$0.00	\$	-	NONE	AUR	AUR-M	D19-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12232	Connector Kycon 3 receptacle	1,154	\$0.00	\$	-	NONE	AUR	AUR-M	J01-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12236	Wire 18awg FT4 Tew Red 146mm	7,237	\$0.00	\$	-	NONE	AUR	AUR-M	D15-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12331	Console EPS Blk Std facia CNBs	143	\$24.44	\$	3,494.92	NONE	AUR	AUR-M	C09-2	CONSOLE	BOM	Parcel 05	Cables & Electrical Parts
12488	Reed switch N/O 380mm w adhesi	15	\$1.63	\$	24.38	NONE	AUR	AUR-M	D08-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12489	Reed switch N/O 460mm w adhesi	82	\$1.65	\$	135.30	NONE	AUR	AUR-M	D08-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12687	Extension Comm Cable 800mm	110	\$7.45	\$	819.67	NONE	AUR	AUR-M	D01-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12706	Power Cable Extension 500mm	2	\$1.30	\$	2.60	NONE	AUR	AUR-M	D10-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12717	Extention Motor Cable 200mm	100	\$8.41	\$	841.27	B	AUR	AUR-M	D09-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12717	Extention Motor Cable 200mm	6	\$8.66	\$	51.96	NONE	AUR	AUR-B	D09-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12718	Extension Motor Cable 300mm	182	\$0.00	\$	-	NONE	AUR	AUR-M	D14-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12726	Extension Motor Cable 500mm	31	\$9.68	\$	300.13	NONE	AUR	AUR-M	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
12726	Extension Motor Cable 500mm	2	\$9.68	\$	19.36	NONE	AUR	AUR-B	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
12775	Extension Motor Cable 1000mm	77	\$12.45	\$	958.59	NONE	AUR	AUR-M	D03-1	CABLE	Item	Parcel 05	Cables & Electrical Parts
12776	Extension Motor Cable 1500mm	5	\$14.53	\$	72.64	NONE	AUR	AUR-M	D01-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12794	Wire Harness Assy-Riese Muller	100	\$0.00	\$	-	NONE	AUR	AUR-M	D08-2	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
12802	Wire Harness Assy-Riese M Bird	730	\$0.00	\$	-	NONE	AUR	AUR-M	D12-4	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
12999	Power/Comm cable Assy-Bag Batt	421	\$0.00	\$	0.08	NONE	AUR	AUR-M	A07-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
13032	Docking Station Assy - DT - Matra Black	114	\$7.43	\$	846.91	NONE	AUR	AUR-M	E19-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13033	IGH Trek Power Cbl Motor 206MM	35	\$0.63	\$	22.05	NONE	AUR	AUR-M	D09-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13034	CommunicationCable-Motor 266mm	1,653	\$0.00	\$	-	NONE	AUR	AUR-M	D05-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
13036	Kycon Connect Li-Mn 22.2V Assy	909	\$0.00	\$	-	NONE	AUR	AUR-M	J01-3	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
13052	PCBA Console CAN-I2C 2.1	4	\$13.96	\$	55.84	NONE	AUR	AUR-M	A17-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
13159	Cable Shield	1,847	\$0.18	\$	338.99	NONE	AUR	AUR-M	Trailer1	CABLE	Item	Parcel 05	Cables & Electrical Parts
13162	IGH Power Cable Motor 236MM	964	\$0.81	\$	780.84	NONE	AUR	AUR-M	D17-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13163	Communication Cable-Motor 296M	967	\$0.00	\$	-	NONE	AUR	AUR-M	D19-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13185	Docking station Assy - DT - Grey - KTM	57	\$8.89	\$	506.47	NONE	AUR	AUR-M	A15-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13186	Comm Cable Ext Assy 2150mm	484	\$3.64	\$	1,762.54	NONE	AUR	AUR-M	D10-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13205	G2 Console Assembly	1	\$29.66	\$	29.66	NONE	AUR	AUR-M	AWP	CONSOLE	BOM	Parcel 05	Cables & Electrical Parts
13208	Nylon Cable Tie - 8in x 0.14in - Natural	4,000	\$0.04	\$	160.62	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
13236	Docking Station Assy - RR - Trek IGH - 360mm	70	\$9.01	\$	631.00	NONE	AUR	AUR-M	E18-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13239	Docking Station Assy - RR - Trek IGH - 425mm	41	\$0.00	\$	-	NONE	AUR	AUR-M	E19-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13244	EZ Receptacle Cables 1150,430	39	\$0.00	\$	-	NONE	AUR	AUR-M	C05-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13247	EZ Receptacle Cable 1800,430	585	\$3.75	\$	2,193.83	NONE	AUR	AUR-M	C02-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13251	Comm Cable TMM4-160mm	1,495	\$1.61	\$	2,401.87	NONE	AUR	AUR-M	D10-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13268	Docking Station Assy - RR - KTM	614	\$8.04	\$	4,939.56	NONE	AUR	AUR-M	A12-3	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13273	Matra Simplified Controller - OBSOLETE	136	\$0.00	\$	-	NONE	AUR	AUR-M	C09-2	CONSOLE	BOM	Parcel 05	Cables & Electrical Parts
13284	EZ Receptacle Cable 1800,150	88	\$0.00	\$	-	NONE	AUR	AUR-M	C05-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13316	Docking Station Assy - DT - IGH	90	\$22.60	\$	2,034.17	NONE	AUR	AUR-M	A16-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13318	Docking Station Assy - DT - DC Output - Matra Black	48	\$19.83	\$	951.95	NONE	AUR	AUR-M	A16-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13319	Bicycle Cable Assy-DC Matra	378	\$6.04	\$	2,282.97	NONE	AUR	AUR-M	D05-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
13327	G2 Controller	902	\$18.33	\$	16,534.53	NONE	AUR	AUR-M	DEF	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
13327	G2 Controller	3	\$18.33	\$	54.99	NONE	AUR	AUR-B	DEF	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
13328	G2 Receptacle with Cables	1,109	\$9.91	\$	10,986.91	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
13330	Rubber for G2 Controller Clip	2,611	\$0.28	\$	732.76	NONE	AUR	AUR-M	AWP	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
13359	Docking Station Assy - RR - Styriette	74	\$22.25	\$	1,646.35	NONE	AUR	AUR-M	A16-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13379	Rubber for EZ Controller Clip	4,830	\$0.20	\$	959.23	NONE	AUR	AUR-M	AWP	CONSOLE	Item	Parcel 05	Cables & Electrical Parts

13387	Trek Docking Station	28	\$7.49	\$	209.59	NONE	AUR	AUR-M	E19-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13407	PCBA - Mini BiB	239	\$4.23	\$	1,010.28	NONE	AUR	AUR-M	J01-3	CONSPCBA	Item	Parcel 05	Cables & Electrical Parts
13419	Rubber for G2 Ctl Clip-21.5mm	1,163	\$0.27	\$	313.49	NONE	AUR	AUR-M	AWP	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
13517	Rubber G2 Control-Clip Large	4,490	\$0.30	\$	1,352.33	NONE	AUR	AUR-M	AWP	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
13571	Docking Station Assy-DT-G2	31	\$16.92	\$	524.42	NONE	AUR	AUR-M	C12-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13577	Docking Station Assy - DT - No DC - G2 White	44	\$7.25	\$	319.11	NONE	AUR	AUR-Q		DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13629	Power Cord (N.A.)	2,962	\$1.53	\$	4,522.27	NONE	AUR	AUR-M	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
13629	Power Cord (N.A.)	2	\$1.53	\$	3.05	NONE	AUR	AUR-B	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
13630	Power Cord (EUROPE AND SWISS)	2,730	\$1.55	\$	4,232.23	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
13632	Power Cable (UK)	82	\$3.42	\$	280.58	NONE	AUR	AUR-M	D13-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13648	Trek DC Cable-G2	1,024	\$0.87	\$	892.26	NONE	AUR	AUR-M	D19-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13658	Shaft G2 with Strain Gauge	14	\$12.28	\$	171.89	G	AUR	AUR-M	AWP	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
13668	Docking Station Assy-DT	21	\$7.54	\$	158.28	H	AUR	AUR-M	AWP	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13719	EZConsole-2000mmCbl,22.0 Clamp	961	\$4.01	\$	3,853.61	NONE	AUR	AUR-M	C14-2	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
13722	G2 Receptcl Cbl 1500mmX380mm	1,370	\$4.33	\$	5,925.71	NONE	AUR	AUR-M	C14-5	CABLE	Item	Parcel 05	Cables & Electrical Parts
13723	G2 Receptcl Cbl 1300mmX380mm	1,345	\$4.26	\$	5,724.72	NONE	AUR	AUR-M	C13-5	CABLE	Item	Parcel 05	Cables & Electrical Parts
13724	G2 Receptcl Cbl 1150mmX380mm	1,194	\$4.16	\$	4,970.27	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
13725	G2 Recept w Cable 1500mm,85mm	324	\$4.41	\$	1,427.22	NONE	AUR	AUR-M	C05-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13726	G2 Receptacl Cbl 1150mm x 85mm	1,245	\$4.38	\$	5,450.53	NONE	AUR	AUR-M	C13-5	CABLE	Item	Parcel 05	Cables & Electrical Parts
13727	G2 Receptacl Cbl 1300mm x 85mm	1,381	\$4.30	\$	5,943.69	NONE	AUR	AUR-M	C18-5	CABLE	Item	Parcel 05	Cables & Electrical Parts
13728	G2 Receptacl Cbl 1800mm x 85mm	346	\$4.53	\$	1,566.38	NONE	AUR	AUR-M	C03-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13729	G2 Receptacl Cbl 1800mmX380mm	2,262	\$4.57	\$	10,327.16	NONE	AUR	AUR-M	C19-1	CABLE	Item	Parcel 05	Cables & Electrical Parts
13734	Docking Station Assy DT - KTM	17	\$8.09	\$	137.53	NONE	AUR	AUR-M	E18-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13737	DB7 Cable Assembly SMC6	506	\$2.91	\$	1,472.08	NONE	AUR	AUR-M	C15-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13739	DB7 Cable Assy-SMC6	166	\$1.23	\$	204.18	NONE	AUR	AUR-M	C20-1	CABLE	Item	Parcel 05	Cables & Electrical Parts
13745	Docking Station Assy - DT- DC- Intercycle	60	\$18.85	\$	1,131.00	NONE	AUR	AUR-M	A16-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13775	Docking Station Assy - DT - Derby MTB	121	\$17.19	\$	2,079.99	NONE	AUR	AUR-Q		WIREHARN	Item	Parcel 05	Cables & Electrical Parts
13785	Cover - DT Docking Stn - Black 7C	45	\$0.66	\$	29.86	NONE	AUR	AUR-M	C10-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13805	Docking Station Assy - RR - Trek My2012	512	\$11.34	\$	5,805.02	NONE	AUR	AUR-M	A16-3	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13838	DB7 Cable Assembly - SMC6 - 460mm	496	\$3.07	\$	1,520.46	NONE	AUR	AUR-M	D04-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13855	Trek G2 Console (G2T)	464	\$18.25	\$	8,467.58	NONE	AUR	AUR-M	C06-2	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
13864	Trek DC Cable - MY12	655	\$0.44	\$	290.95	NONE	AUR	AUR-M	D15-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13916	Docking Station Assy - DT - Reise and Muller	316	\$8.61	\$	2,721.55	NONE	AUR	AUR-Q		DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13947	G2T Receptacle with 1400mm Cable	100	\$0.00	\$	-	NONE	AUR	AUR-M	C19-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13959	Power Cable - Motor 166mm	1,991	\$0.57	\$	1,137.45	NONE	AUR	AUR-M	D14-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13961	Communcation Cable - Motor 178mm	80	\$5.91	\$	472.58	NONE	AUR	AUR-M	E17-1	CABLE	Item	Parcel 05	Cables & Electrical Parts
13976	Docking Stn - G1 Battery - Front Motor - Frame Size 40-50	186	\$9.40	\$	1,748.40	NONE	AUR	AUR-M	A12-3	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13977	Docking Station Assy - RR - Trek IGH 360mm	10	\$9.60	\$	95.98	NONE	AUR	AUR-M	E18-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13978	Docking Station Assy - RR - Frame Size 40-50	70	\$11.94	\$	835.80	NONE	AUR	AUR-M	A15-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13979	Docking Station Assy - RR - Frame Size 55-65	5	\$12.14	\$	60.70	NONE	AUR	AUR-M	C10-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13981	EZ Receptacle With Cables - 1400mm	90	\$6.05	\$	544.05	NONE	AUR	AUR-M	C17-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13983	EZ Receptacle With Cables - 1700mm	15	\$6.30	\$	94.43	NONE	AUR	AUR-M	D15-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13984	EZ Receptacle With Cables - 1900mm	1,441	\$6.61	\$	9,521.41	NONE	AUR	AUR-M	C15-5	CABLE	Item	Parcel 05	Cables & Electrical Parts
13991	G2 Receptacle with Cables - 1400mm	312	\$7.27	\$	2,269.52	NONE	AUR	AUR-M	D10-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
13994	G2 Receptacle with Cables - 1900mm	1,634	\$7.11	\$	11,617.74	NONE	AUR	AUR-M	C17-5	CABLE	Item	Parcel 05	Cables & Electrical Parts
13997	Power Cable - Front Motor - 1450mm	434	\$0.80	\$	345.07	NONE	AUR	AUR-M	D05-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
13998	Power Cable - Front Motor - 1400mm	1,165	\$0.80	\$	927.69	NONE	AUR	AUR-M	D17-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
13999	Power Cable - Front Motor - 1300mm	47	\$0.78	\$	36.80	NONE	AUR	AUR-M	D17-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
14002	Battery Cable Assy - OHM	200	\$2.74	\$	548.40	NONE	AUR	AUR-M	D08-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
14005	Docking Station Assy - DT - DC - Silver G2	368	\$16.28	\$	5,991.52	NONE	AUR	AUR-M	DEF	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14005	Docking Station Assy - DT - DC - Silver G2	5	\$16.28	\$	81.41	NONE	AUR	AUR-B	DEF	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14078	G2 Receptacles with Cables	227	\$4.68	\$	1,061.63	NONE	AUR	AUR-M	C19-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
14079	Docking Station Assy - DT - White w/6V	10	\$9.51	\$	95.07	NONE	AUR	AUR-M	A15-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14079	Docking Station Assy - DT - White w/6V	60	\$9.51	\$	570.45	NONE	AUR	AUR-Q	A15-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14080	Docking Station Assy - DT - Silver - KTM w/6V eFun	335	\$8.60	\$	2,880.83	NONE	AUR	AUR-Q		DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14081	Docking Station Assy - DT - White - KTM w/6V eRace eCross	400	\$8.60	\$	3,439.80	NONE	AUR	AUR-M	A05-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14082	Docking Station Assy - DT - White - KTM w/6V eTrail	1,772	\$8.21	\$	14,550.77	NONE	AUR	AUR-Q		DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14083	Remote Controller - Trek	1,252	\$7.29	\$	9,125.37	NONE	AUR	AUR-M	C10-2	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
14115	Docking Station Assy - DT - Trek MY12	60	\$20.64	\$	1,238.44	NONE	AUR	AUR-M	A15-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14195	Docking Station Assy - DT - Intercycle REVO	5	\$23.44	\$	117.22	NONE	AUR	AUR-M	A19-3	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14200	Trek G2T Docking with 1150mm Cable	139	\$4.21	\$	585.87	NONE	AUR	AUR-M	C16-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
14227	Docking Station Assy - DT - No DC - G2 Black	5	\$7.53	\$	37.65	NONE	AUR	AUR-M	E19-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14261	G2 Receptacle with Cables - SMART	99	\$15.28	\$	1,512.95	NONE	AUR	AUR-M	C02-2	CABLE	Item	Parcel 05	Cables & Electrical Parts

14286	Harness Assy - Battery - Charger W/LED	3,173	\$1.60	\$	5,076.80	NONE	AUR	AUR-M	D06-4	CABLE	Item	Parcel 05	Cables & Electrical Parts
14287	DB7 Cable Assembly - SMC6	2,490	\$2.65	\$	6,604.73	NONE	AUR	AUR-M	D04-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
14332	G2T Receptacle - Front Motor - 1400mm	120	\$7.50	\$	900.22	NONE	AUR	AUR-M	C03-2	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
14333	G2T Receptacle - Front Motor - 1900mm	88	\$16.62	\$	1,462.89	NONE	AUR	AUR-M	C05-2	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
14446	Service Kit - Docking Station - Easy Controller	11	\$4.33	\$	47.61	NONE	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14448	Service Kit - Docking Station - Easy Controller	1	\$3.98	\$	3.98	NONE	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14449	Service Kit - Docking Station - Easy Controller	1	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14450	Service Kit - Docking Station - Easy Controller	1	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14451	Service Kit - Docking Station - G2 Controller	50	\$11.66	\$	582.83	NONE	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14452	Service Kit - Docking Station - G2 Controller	12	\$5.12	\$	61.44	NONE	AUR	AUR-M	C15-2	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14453	Service Kit - Docking Station - G2 Controller	31	\$5.07	\$	157.27	NONE	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14454	Service Kit - Docking Station - G2 Controller	1	\$5.16	\$	5.16	NONE	AUR	AUR-M	C15-2	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14455	Service Kit - Docking Station - G2 Controller	1	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14456	Service Kit - Docking Station - G2 Controller	1	\$5.04	\$	5.04	NONE	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14457	Service Kit - Docking Station - G2 Controller	1	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14458	Service Kit - Docking Station - G2 Controller	45	\$5.62	\$	252.83	NONE	AUR	AUR-M	C15-2	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14459	Service Kit - Docking Station - G2 Controller	1	\$5.19	\$	5.19	NONE	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14461	Service Kit - Docking Station - Easy Controller - FM	1	\$7.22	\$	7.22	NONE	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14464	Service Kit - Docking Station - G2 Controller - FM	20	\$7.88	\$	157.54	NONE	AUR	AUR-M	C15-2	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14465	Service Kit - Docking Station - G2 Controller - FM	10	\$8.34	\$	83.44	NONE	AUR	AUR-M	C15-2	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14474	BionX Throttle Module	1,401	\$6.43	\$	9,007.53	NONE	AUR	AUR-M	C10-2	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
14495	Docking Station Assy - DT - SMART	3	\$48.56	\$	145.68	NONE	AUR	AUR-M	E18-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14551	Adjustable Rear Rack & Docking Stn Assy - Black	4	\$51.82	\$	207.28	NONE	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
14613	Docking Station Assy - DT - Grace	50	\$50.96	\$	2,548.14	NONE	AUR	AUR-M	A18-3	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14651	Power Cable - Front Motor - 1750mm	313	\$0.80	\$	248.87	NONE	AUR	AUR-M	D20-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
14652	Power Cable - Front Motor - 1800mm	81	\$1.63	\$	132.18	NONE	AUR	AUR-M	D20-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
14657	Docking Station Assy - RR - Frame Size 40-50 w/Cover	14	\$29.53	\$	413.46	NONE	AUR	AUR-M	A18-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14658	Docking Station Assy - RR - Frame Size 55-65 w/Cover	95	\$24.21	\$	2,299.57	NONE	AUR	AUR-M	A18-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14672	BIB 2.x - Complete Assy	1,268	\$42.38	\$	53,731.51	NONE	AUR	AUR-M	DEF	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
14672	BIB 2.x - Complete Assy	1	\$42.38	\$	42.38	NONE	AUR	AUR-B	DEF	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
14728	Power Cord - AUS	974	\$1.94	\$	1,888.78	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
14736	Shaft G2 Assy - Adapted for G1 Stator	7	\$10.42	\$	72.94	D	AUR	AUR-M	AWP	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
14780	Shaft Assy - G2 - With Strain Gauge	6	\$11.58	\$	69.48	D	AUR	AUR-M	AWP	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
14897	Extension Communication Cable - 600mm	89	\$6.84	\$	608.44	NONE	AUR	AUR-M	D15-2	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
14899	Power Cable Extension - 650mm	90	\$1.49	\$	133.97	NONE	AUR	AUR-M	D15-2	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
14936	Docking Station Assy - RR - Trek MY 2013	377	\$28.45	\$	10,724.97	NONE	AUR	AUR-M	A03-3	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
14957	Shaft G2 Assy - Adapted for G1 Stator	390	\$11.88	\$	4,631.26	E	AUR	AUR-M	AWP	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
14957	Shaft G2 Assy - Adapted for G1 Stator	269	\$11.88	\$	3,194.38	E	AUR	AUR-Q	AWP	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
15049	Battery Tester - Capacity	1	\$0.00	\$	-	NONE	AUR	AUR-M	C12-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
15086	G2T Docking with 1300mm Cable	1,152	\$8.90	\$	10,247.37	NONE	AUR	AUR-M	C11-5	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
15087	G2T Receptacle - Front Motor - 1900mm	285	\$31.46	\$	8,965.93	NONE	AUR	AUR-M	C02-2	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
15182	Shaft Ass'y - Cassette Motor - Tapered Blocker	6	\$11.80	\$	70.80	D	AUR	AUR-M	AWP	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
15185	Docking Station Assy - RR - Standard - Gray	66	\$19.01	\$	1,254.66	NONE	AUR	AUR-M	AWP	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
15191	Docking Station Assy - RR - Standard - Black	20	\$19.32	\$	386.45	NONE	AUR	AUR-M	A20-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
15222	Central Mount Arm 31.8mm - Right	4,196	\$0.39	\$	1,619.75	B	AUR	AUR-M	A11-2	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
15226	Central Mount Assembly (kit in bag, Rubbers NOT included)	846	\$2.31	\$	1,956.77	C	AUR	AUR-M	A20-3	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
15251	Rubber - Central Mount Console - dia 26.4mm	5,654	\$0.13	\$	752.90	A	AUR	AUR-M	AWP	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
15252	Rubber - Central Mount Console - dia 29.4mm	5,803	\$0.12	\$	678.85	A	AUR	AUR-M	AWP	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
15256	Rubber - Central Mount Console - dia 23.0mm	6,272	\$0.15	\$	910.35	A	AUR	AUR-M	AWP	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
15259	Rubber Shim, - Throttle - BionX	1,752	\$0.21	\$	363.36	NONE	AUR	AUR-M	J01-3	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
15365	Docking Station Assy - DT- Grace Jet	20	\$32.59	\$	651.70	C	AUR	AUR-M	A18-3	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
15387	Communication Cable - OM - Battery - Motor 450mm	98	\$6.86	\$	672.43	B	AUR	AUR-M	D03-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
15406	Central mount arm - 31.8mm - Left	4,286	\$0.39	\$	1,657.34	B	AUR	AUR-M	A12-2	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
15427	Shaft G4 Ass'y - with Strain Gauge	53	\$12.43	\$	658.87	F	AUR	AUR-M	None	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
15427	Shaft G4 Ass'y - with Strain Gauge	29	\$17.35	\$	503.19	E	AUR	AUR-Q	None	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
15445	Hall Sensor PCBA - G4	8,901	\$2.10	\$	18,670.90	E	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
15445	Hall Sensor PCBA - G4	1	\$2.10	\$	2.10	E	AUR	AUR-Q	AWP	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
15473	Central Mount Ass'y with Rubbers - for G2 Console	55	\$4.95	\$	272.48	A	AUR	AUR-M	AWP	CONSOLE	BOM	Parcel 05	Cables & Electrical Parts
15488	Cable Clamp White 3/8x9/32x .128	678	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
15524	Docking Station Assy - DT - DC - Black G2	81	\$17.12	\$	1,386.88	D	AUR	AUR-M	DEF	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
15524	Docking Station Assy - DT - DC - Black G2	2	\$17.12	\$	34.24	D	AUR	AUR-B	DEF	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
15564	DS3 - Display	2,300	\$37.55	\$	86,358.35	A	AUR	AUR-M	DEF	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
15564	DS3 - Display	4	\$37.55	\$	150.19	A	AUR	SERVICE	DEF	CONSOLE	Item	Parcel 05	Cables & Electrical Parts

To be counted in the presence of Purchaser

15574	Docking Station Ass'y - RR - FAG	120	\$45.96	\$	5,515.68	A	AUR	AUR-M	A20-2	DOCKSTN	Item	Parcel 05
15590	RC3 Controller Throttle	2,900	\$33.37	\$	96,771.49	B	AUR	AUR-M	DEF	CONSOLE	Item	Parcel 05
15595	DS3 Receptacle - MY16	3,148	\$4.36	\$	13,717.64	A	AUR	AUR-M	DEF	CABLE	Item	Parcel 05
15634	Ferrite Clip-On 28A0350-0B2	2,548	\$0.90	\$	2,301.72	NONE	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05
15639	DOCKING STN ASSY - RR - 01-3805 W/ GROUND	80	\$28.99	\$	2,319.28	A	AUR	AUR-M	AWP	DOCKSTN	Item	Parcel 05
15640	DOCKING STN ASSY - RR - 01-4936 W/ GROUND	64	\$28.19	\$	1,803.88	A	AUR	AUR-M	A19-3	DOCKSTN	Item	Parcel 05
15641	DOCKING STN ASSY - DT - 01-4115 W/ GROUND	60	\$21.25	\$	1,275.06	A	AUR	AUR-M	A19-3	DOCKSTN	Item	Parcel 05
15760	Docking Station Assy - DT - Innovator	77	\$55.16	\$	4,247.11	A	AUR	AUR-M	A11-3	DOCKSTN	Item	Parcel 05
15772	Shaft G4 - Thru Axle with Strain Gauge	1	\$16.50	\$	16.50	C	AUR	AUR-M	AWP	ELECTRICAL	BOM	Parcel 05
15772	Shaft G4 - Thru Axle with Strain Gauge	7	\$16.50	\$	115.51	C	AUR	AUR-Q	AWP	ELECTRICAL	BOM	Parcel 05
15780	Central Mount Assy For DS3	11	\$6.27	\$	68.94	B	AUR	AUR-M	AWP	CONSOLE	BOM	Parcel 05
15806	Power cable - G4 Motor - Connector	325	\$3.37	\$	1,095.25	A	AUR	AUR-M	D03-2	CABLE	Item	Parcel 05
15810	RC3 Remote Controller-Rear Rack	1,151	\$34.42	\$	39,612.05	B	AUR	AUR-M	AWP	CONSOLE	Item	Parcel 05
15817	Shaft G4 170mm W/ Strain Gauge	17	\$18.50	\$	314.42	A	AUR	AUR-M	AWP	ELECTRICAL	BOM	Parcel 05
15892	Ball Nose Cap - iBatt	1,535	\$3.44	\$	5,275.33	C	AUR	AUR-M	C07-2	DOCKSTN	Item	Parcel 05
15893	Lock cap	544	\$2.57	\$	1,396.82	B	AUR	AUR-M	C10-2	DOCKSTN	Item	Parcel 05
15939	DS3 Display Kit Assembly	1	\$46.26	\$	46.26	A	AUR	SERVICE		CONSOLE	BOM	Parcel 05
15939	DS3 Display Kit Assembly	4	\$46.26	\$	185.02	A	AUR	AUR-M		CONSOLE	BOM	Parcel 05
15940	Brake Switch Assy - RC3 - 2.5mm Jack	4,304	\$4.13	\$	17,775.21	B	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05
15940	Brake Switch Assy - RC3 - 2.5mm Jack	5	\$4.51	\$	22.55	NONE	AUR	AUR-Q	AWP	ELECTRICAL	Item	Parcel 05
15964	Docking Station-DT-DC-New Power Connector-Black	1,749	\$22.99	\$	40,217.32	A	AUR	AUR-M	A06-2	DOCKSTN	Item	Parcel 05
15975	Adapter - Power Connector: Old Docking - New Motor	476	\$4.58	\$	2,178.49	A	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05
15977	Adapter - Power Connector: Old Motor - New Docking	343	\$4.58	\$	1,569.91	A	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05
15980	Cable Protector w/Logo	953	\$1.29	\$	1,230.61	A	AUR	AUR-M	AWP	CABLE	Item	Parcel 05
15981	Docking Station-DT-DC-BLACK-Derby Rail	421	\$19.79	\$	8,329.58	A	AUR	AUR-M	AWP	DOCKSTN	Item	Parcel 05
15981	Docking Station-DT-DC-BLACK-Derby Rail	300	\$19.79	\$	5,935.56	A	AUR	AUR-Q	AWP	DOCKSTN	Item	Parcel 05
15982	EPS Rear Rack-Docking Station	1,686	\$24.26	\$	40,908.19	A	AUR	AUR-M	A10-2	DOCKSTN	Item	Parcel 05
16007	Rear Rack &Docking Stn Assy - Adjustable	45	\$64.00	\$	2,879.97	A	AUR	AUR-M	AWP	DOCKSTN	BOM	Parcel 05
16010	Power Cable Extension 200mm	100	\$4.61	\$	460.56	A	AUR	AUR-M	D03-1	CABLE	Item	Parcel 05
16015	Docking Station Assy-DT-Intercycle Revo	55	\$31.14	\$	1,712.76	A	AUR	AUR-M	A09-2	DOCKSTN	Item	Parcel 05
16020	Power Cable Extension 300mm	100	\$4.63	\$	462.53	A	AUR	AUR-M	D03-1	CABLE	Item	Parcel 05
16021	Power Cable Extension 500mm	49	\$6.30	\$	308.66	A	AUR	AUR-M	D08-2	CABLE	Item	Parcel 05
16022	power Cable Extension 1000mm	100	\$5.76	\$	576.19	A	AUR	AUR-M	D03-1	CABLE	Item	Parcel 05
16023	brake Switch N/O-RC3-2.5mm Jack	522	\$4.50	\$	2,349.95	B	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05
16050	Complete Light Set w/ Harness- BionX	51	\$47.08	\$	2,401.28	A	AUR	AUR-M	AWP	ELECTRICAL	BOM	Parcel 05
16067	BionX Light Set Only	309	\$46.77	\$	14,450.52	A	AUR	AUR-M	DEF	ELECTRICAL	Item	Parcel 05
16067	BionX Light Set Only	3	\$46.77	\$	140.30	A	AUR	AUR-B	DEF	ELECTRICAL	Item	Parcel 05
16070	RC3 Kit for Downtube Battery	1	\$8.19	\$	8.19	A	AUR	AUR-M	AWP	CONSOLE	BOM	Parcel 05
16079	RC3 Kit for Rear Rack Battery	17	\$6.43	\$	109.32	A	AUR	AUR-M	AWP	CONSOLE	BOM	Parcel 05
16087	Extension Motor Cable 200mm-New Connector	26	\$12.11	\$	314.83	A	AUR	AUR-M	AWP	CABLE	Item	Parcel 05
16088	Extension Motor Cable 300mm - New Connector	109	\$12.75	\$	1,389.32	A	AUR	AUR-M	D02-1	CABLE	Item	Parcel 05
16089	Extension Motor Cable 380mm - New Connector	27	\$13.38	\$	361.22	A	AUR	AUR-M	D03-1	CABLE	Item	Parcel 05
16090	Extension Motor Cable 500mm-New Connector	39	\$13.29	\$	518.16	A	AUR	AUR-M	AWP	CABLE	Item	Parcel 05
16091	Extension Motor Cable 800mm-New Connector	84	\$15.13	\$	1,271.30	A	AUR	AUR-M	D02-1	CABLE	Item	Parcel 05
16092	Extension Motor Cable 1000mm-New Connector	104	\$15.36	\$	1,597.39	A	AUR	AUR-M	D04-1	CABLE	Item	Parcel 05
16093	Extension Motor Cable 1500mm-New Connector	75	\$17.52	\$	1,314.05	A	AUR	AUR-M	D04-1	CABLE	Item	Parcel 05
16099	DS3 Display Kit	7	\$48.35	\$	338.46	A	AUR	AUR-M	AWP	CONSOLE	BOM	Parcel 05
16142	Strain Gauge with Soldered Wire	181	\$3.37	\$	610.59	A	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05

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To be counted in the presence of Purchaser

BionX Canada Inc.
Detailed Inventory Listing

Note: Please be advised that the present inventory list is current as at May 1, 2018 and is subject to change. The latest versions of the following list will be uploaded as req

- Legend**
- Aur-M Aurora-Main
 - Aur-E Aurora-Engineering
 - Aur-Q Aurora-Quarantine
 - Aur-T Aurora-Transit
 - MRKG Marketing Warehouse
 - MUN-SRV Munich Service Warehouse
 - Service Service Warehouse

Item number	Item name	Qty	BV/Unit	Book Value	Revision	Site	Warehouse	Location	Item Description	Item type	Parcel	Parcel Name
11031	Thermal Gasket	4,750	\$1.32	\$ 6,278.77	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11066	Push Lock Assy - B376 (w/2 keys)	811	\$4.00	\$ 3,246.11	NONE	AUR	AUR-M	D05-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
11067	Spring - battery lever	1,228	\$0.30	\$ 363.51	NONE	AUR	AUR-M	D16-4	HARDWARE	Item	Parcel 06	Hardware & Accessories
11082	Rubber DB-7	6,138	\$0.10	\$ 613.80	NONE	AUR	AUR-M	C20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
11099	Throttle Spring	4,700	\$0.00	\$ -	NONE	AUR	AUR-M	J01-3	HARDWARE	Item	Parcel 06	Hardware & Accessories
11120	Handlebar Clip Assy	2,238	\$0.00	\$ -	NONE	AUR	AUR-M	C12-2	HARDWARE	BOM	Parcel 06	Hardware & Accessories
11127	Bicycle Plate - B	301	\$1.13	\$ 340.16	NONE	AUR	AUR-M	C20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
11155	Tye Wrap 200mm Black	8,112	\$0.02	\$ 173.52	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11278	Spacer for Luggage Support	24	\$3.85	\$ 92.40	NONE	AUR	AUR-M	J01-3	HARDWARE	Item	Parcel 06	Hardware & Accessories
11342	Shaft - Standard	474	\$4.61	\$ 2,187.22	F	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11344	Bearing 6003 LLU C3	1,118	\$1.51	\$ 1,682.81	NONE	AUR	AUR-M	D15-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
11352	Rotor 20mm	1,564	\$1.20	\$ 1,878.68	NONE	AUR	AUR-M	B09-4	HARDWARE	Item	Parcel 06	Hardware & Accessories
11440	Splash protector EVOX	9	\$3.50	\$ 31.50	NONE	AUR	AUR-M	C12-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
11452	6mm Dowel	2,077	\$0.10	\$ 211.89	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11474	Spacer	57	\$0.90	\$ 51.54	A	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11498	Shaft - Front wheel 100mm	377	\$0.00	\$ -	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
11499	Metal blocker - front wheel	574	\$0.55	\$ 312.83	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
11593	RND Spacer .500 X .312 X 5/32	10,588	\$0.03	\$ 279.22	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11626	Key - uncut	2,230	\$0.31	\$ 686.07	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11627	Key - cut	1,000	\$0.31	\$ 310.00	NONE	AUR	AUR-M	AWP	HARDWARE	BOM	Parcel 06	Hardware & Accessories
11636	Washer M3x10 38 400 040.010	2,800	\$0.03	\$ 84.00	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
11651	Rotor 25mm	1,813	\$5.72	\$ 10,364.88	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11659	Drill bit 2.7mm Ø	449	\$1.20	\$ 539.56	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11687	Screw M5x.8x55 07 166 050.055	26,599	\$0.00	\$ -	NONE	AUR	AUR-M	D14-3	HARDWARE	Item	Parcel 06	Hardware & Accessories
11688	Nut M5x0.8 01 304 050.001	21,444	\$0.02	\$ 405.28	NONE	AUR	AUR-M	D14-3	HARDWARE	Item	Parcel 06	Hardware & Accessories
11691	Lamination plate - Teeth 10mm	1,687	\$0.00	\$ -	NONE	AUR	AUR-M	F15-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
11694	Screw - Pan HD M5x0.8x12 TORX	9,400	\$0.08	\$ 753.88	NONE	AUR	AUR-M	D05-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
11731	SHCS - M3x8 Nylock	2,226	\$0.09	\$ 189.21	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11733	Screw, PLASTITE 26 750 025.006	5,800	\$0.07	\$ 406.00	NONE	AUR	AUR-M	J01-3	HARDWARE	Item	Parcel 06	Hardware & Accessories
11736	Washer Blk Nylon 8 X 3.2 X 5	18,590	\$0.02	\$ 371.80	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11745	Fiberglass Non-Fray Sleeve - AWG #14	2,592	\$0.11	\$ 283.59	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11750	Plastic washer - small head -	4,090	\$0.00	\$ -	NONE	AUR	AUR-M	J01-3	HARDWARE	Item	Parcel 06	Hardware & Accessories
11778	Nut thin M12x1 11 380 120.125	2,262	\$0.08	\$ 180.96	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
11779	Nut M12x1.25 12 912 120.125	72	\$0.42	\$ 30.24	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
11804	Tool for AVK insert - SPAE-NAUR TAA184-580	15	\$9.46	\$ 141.88	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
11809	Training rack	124	\$0.00	\$ -	NONE	AUR	AUR-M	D03-5	HARDWARE	Item	Parcel 06	Hardware & Accessories
11830	Metal blocker - Ultragrip	456	\$3.15	\$ 1,437.78	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11854	Washer - Dome	2,228	\$0.08	\$ 188.35	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11864	Nipple Sapim Brass 1/2in Polyax	154,872	\$0.03	\$ 5,326.91	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11908	Screw CSK M5x0.8x16	3,816	\$0.02	\$ 91.58	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
11953	Tie Wrap - 14in x 0.24in - White	4,000	\$0.07	\$ 269.74	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
12038	Retaining plate (using the rea	2,392	\$0.20	\$ 478.40	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
12070	Trek Disc Mount Adptr Machined	360	\$0.67	\$ 242.42	NONE	AUR	AUR-M	D16-4	HARDWARE	Item	Parcel 06	Hardware & Accessories
12078	Washer - Connector - Trek	2,825	\$0.08	\$ 226.00	NONE	AUR	AUR-M	D09-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
12226	Taplite screw M2x10 Pozidrive	7,850	\$0.05	\$ 373.65	NONE	AUR	AUR-M	D05-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
12227	Socket Head Cap Screw M5x.8x45	8,091	\$0.03	\$ 204.00	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
12506	Desiccant Bag 1in x 2-1/2in	2,400	\$0.11	\$ 252.38	NONE	AUR	AUR-M	AWP	ACCESSORY	Item	Parcel 06	Hardware & Accessories
12553	Screw - BN13576 KA30X8 Zinc	6,300	\$0.03	\$ 157.50	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
12565	Socket Head Cap Screw M5x.8x60	19,184	\$0.05	\$ 887.21	NONE	AUR	AUR-M	D14-3	HARDWARE	Item	Parcel 06	Hardware & Accessories

12591	Battery wake up Jumper	25	\$7.58	\$	189.50	NONE	AUR	AUR-M	AWP	HARDWARE	BOM	Parcel 06	Hardware & Accessories
12662	Socket Hd Cap Screw M5x0.8x100	9,800	\$0.23	\$	2,222.64	NONE	AUR	AUR-M	D05-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
12994	Solder-Thin 147173	9	\$48.05	\$	421.87	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
12995	Solder-Thick 147172	6	\$45.92	\$	265.39	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
13126	Metal Blocker-Freewheel 27 Deg	200	\$3.15	\$	629.46	NONE	AUR	AUR-M	D20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
13128	Metal Washer Shimano-UltraGrip	222	\$3.37	\$	748.65	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13138	Trim Cap	16,325	\$0.10	\$	1,586.88	NONE	AUR	AUR-M	Trailer1	HARDWARE	Item	Parcel 06	Hardware & Accessories
13143	Labyrinth Disc	994	\$0.85	\$	846.57	NONE	AUR	AUR-M	Trailer1	HARDWARE	Item	Parcel 06	Hardware & Accessories
13152	Thermal Gasket - IGH	4,078	\$2.19	\$	8,913.99	C	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13203	LOWHD SHCS Zinc Scotchgrip Screw - M5x0.8x10	1,109	\$0.12	\$	137.48	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13206	SRAM i-Motion 3 Hub - BionX	90	\$17.08	\$	1,537.14	NONE	AUR	AUR-M	B15-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
13242	EZ Controller Clip Handle Bar	2,876	\$0.43	\$	1,235.37	A	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13264	Hex.Socket Head Cap Screw M5X8 (with Scrotch Grip)	22,200	\$0.12	\$	2,695.08	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13265	Plain Washer M5,Zinc Plated	3,600	\$0.01	\$	22.39	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13329	G2 Controller Clip- Handle Bar	2,576	\$0.50	\$	1,289.32	C	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13329	G2 Controller Clip- Handle Bar	10	\$0.56	\$	5.62	NONE	AUR	AUR-B	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13334	Osborn Brushes	101	\$4.11	\$	415.11	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
13352	Fix Shaft with Stain Gauge	7	\$10.56	\$	73.91	E	AUR	AUR-M	AWP	HARDWARE	BOM	Parcel 06	Hardware & Accessories
13354	Metal Blocker-136MM-32.5 Degre	123	\$2.76	\$	339.99	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13467	Bolt M10x1.0x40 Grade 10	215	\$0.57	\$	121.65	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
13476	Solder Tip-1.5mm 790F-Bent 30d	5	\$14.50	\$	72.48	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
13477	Solder Tip-2.5mm 790F-Chisel	19	\$10.42	\$	197.98	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
13479	Solder Tip-2.5mm 860F-Chisel	12	\$9.75	\$	117.00	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
13482	Solder Tip-5.0mm 860F-Chisel	13	\$16.14	\$	209.84	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13483	Soldering Handle with Coil	7	\$69.90	\$	489.30	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13484	Coil Assy for Soldering Handle	4	\$44.25	\$	177.00	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
13486	Pre Filter, Fume Extraction	2	\$0.00	\$	-	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
13490	Hose - Arm Flexible - 59in with Arm Clip	4	\$75.27	\$	301.09	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
13491	Wrist Strap Adjustable with 5ft Cord	1	\$20.45	\$	20.45	NONE	AUR	AUR-M	STORES	ACCESSORY	Item	Parcel 06	Hardware & Accessories
13492	Wrist Strap Adjustable with 10ft Cord	6	\$28.37	\$	170.22	NONE	AUR	AUR-M	STORES	ACCESSORY	Item	Parcel 06	Hardware & Accessories
13523	Accessory Kit, Standard G2 Console	84	\$9.78	\$	821.25	NONE	AUR	AUR-M	AWP	ACCESSORY	BOM	Parcel 06	Hardware & Accessories
13588	Pliers, Chain Nose Serrated	1	\$22.97	\$	22.97	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13589	Pliers, Small Needle Nose, Ser	7	\$29.75	\$	208.25	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13590	T-6-T Wire Stripper	2	\$17.97	\$	35.94	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
13654	Mini-Vise 201 PV Jr.	4	\$25.49	\$	101.96	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
13655	Shaft - SL Motor	489	\$5.74	\$	2,808.16	NONE	AUR	AUR-M	D20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
13656	Metal Blocker-SL Motor-Bionx	2,830	\$2.05	\$	5,805.48	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13657	Metal Blocker-SL Motor-TREK	282	\$4.68	\$	1,320.69	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13657	Metal Blocker-SL Motor-TREK	11	\$4.68	\$	51.52	NONE	AUR	AUR-Q	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
13661	Hex Power Bit 3.0 x 50mm	9	\$6.43	\$	57.87	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
13662	MagicRing Bit,Hex End 3.0x50mm	19	\$3.69	\$	70.11	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
13766	Socket Head Cap Screw M5x0.8x30	2,911	\$0.05	\$	135.94	NONE	AUR	AUR-M	J01-3	HARDWARE	Item	Parcel 06	Hardware & Accessories
13767	Socket Head Cap Screw M5x0.8x16	890	\$0.03	\$	26.70	NONE	AUR	AUR-M	J01-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
13771	Tapltite Screw M2.5x6 Pozidrive	3,543	\$0.07	\$	239.51	NONE	AUR	AUR-M	J01-3	HARDWARE	Item	Parcel 06	Hardware & Accessories
13790	Dummy Plug NDF	1,500	\$0.42	\$	630.00	NONE	AUR	AUR-M	D17-3	HARDWARE	Item	Parcel 06	Hardware & Accessories
13844	Nut M4x0.7	5,250	\$0.00	\$	13.13	NONE	AUR	AUR-M	J01-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
13853	Socket Head Cap Screw M5x0.8x25	890	\$0.10	\$	89.00	NONE	AUR	AUR-M	J01-3	HARDWARE	Item	Parcel 06	Hardware & Accessories
13854	Socket Head Cap Screw M5x0.8x50	9,067	\$0.08	\$	725.36	NONE	AUR	AUR-M	D05-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
13935	Thermal Gasket-Tapis Thermique	800	\$0.98	\$	780.29	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14007	Shaft - Front Motor	55	\$6.07	\$	333.95	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14041	Flat Head Cap Screw M4x0.7x12	200	\$0.02	\$	4.96	NONE	AUR	AUR-M	J01-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
14042	Threaded Insert M5x0.8	2,740	\$0.00	\$	-	NONE	AUR	AUR-M	J01-3	HARDWARE	Item	Parcel 06	Hardware & Accessories
14052	Coupling Nut M5x0.8x15	60	\$0.04	\$	2.28	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
14086	Metal Blocker - SL Motor - 12 deg.	339	\$4.25	\$	1,439.36	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14087	Metal Blocker - SL Motor - 20 deg.	183	\$3.72	\$	679.91	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14091	Metal Blocker - SL Motor - 34 deg.	310	\$4.01	\$	1,241.76	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14092	Metal Blocker - SL Motor - 44 deg.	332	\$3.99	\$	1,323.93	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14096	Metal Blocker - SL Motor - 54 deg.	180	\$3.71	\$	667.68	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14097	Metal Blocker - SL Motor - 90 deg.	232	\$4.38	\$	1,015.91	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14138	Countersunk Screw Slotted M5x0.8x55	880	\$0.37	\$	327.01	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
14148	Metal Blocker - Brake - Matra	435	\$1.80	\$	782.01	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14149	Metal Blocker - Freewheel - Matra	929	\$1.45	\$	1,344.64	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14196	Socket Head Cap Screw M5x0.8x40	496	\$0.07	\$	32.59	NONE	AUR	AUR-M	D05-2	HARDWARE	Item	Parcel 06	Hardware & Accessories

14197	Push Lock Assy - B376/2C (w/2 keys) - Satin Chrome Finish	1,307	\$1.67	\$	2,176.16	NONE	AUR	AUR-M	D05-4	HARDWARE	Item	Parcel 06	Hardware & Accessories
14243	Torsion Spring - Lever - Trek MY12	2,570	\$0.22	\$	565.40	NONE	AUR	AUR-M	J01-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
14285	Nut - Acorn Cap M10x1.0	3,300	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14392	i-MOTION e-bike OLD 135mm adjusting sleeve silver	71	\$83.68	\$	5,940.93	NONE	AUR	AUR-M	B15-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
14503	Nut Setter - 5.5mm	4	\$5.44	\$	21.76	NONE	AUR	AUR-M	STORES	HARDWARE	Item	Parcel 06	Hardware & Accessories
14533	Service Kit - Docking Station - Easy Controller - 10 Pack	1	\$0.89	\$	0.89	NONE	AUR	AUR-M	AWP	HARDWARE	BOM	Parcel 06	Hardware & Accessories
14534	Service Kit - Docking Station - G2 Controller - 10 Pack	20	\$5.20	\$	104.00	NONE	AUR	AUR-M	C15-2	HARDWARE	BOM	Parcel 06	Hardware & Accessories
14611	Service Kit - Plug	62	\$6.14	\$	380.88	NONE	AUR	AUR-M	C15-2	HARDWARE	BOM	Parcel 06	Hardware & Accessories
14622	Socket Button Head Cap Screw M4x0.7x8	400	\$0.16	\$	64.40	NONE	AUR	AUR-M	D05-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
14735	Shaft - SL Motor - Adapted for G1 Stator	1,113	\$4.49	\$	4,998.19	NONE	AUR	AUR-M	D06-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
14781	Shaft - G2 Motor - Tapered Blocker	605	\$5.24	\$	3,168.69	NONE	AUR	AUR-M	D20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
14802	Metal Blocker - Front Motor - Trek	1,073	\$0.90	\$	966.31	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14855	Metal Blocker - Brake - MATRA i Flow	50	\$3.30	\$	165.15	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14856	Metal Blocker - Freewheel - MATRA i Flow	50	\$3.91	\$	195.37	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14891	Rotor 11.5mm - G4	1,851	\$12.26	\$	22,687.06	B	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
14955	Shaft - SL Motor - Adapted for G1 Stator	1,148	\$5.83	\$	6,693.63	F	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15017	Blocker - G4 - Splined 25 degrees	3,604	\$3.20	\$	11,528.01	D	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15026	Ball Bearing- TPI 6903JRLLB/2AS	5,239	\$1.47	\$	7,703.93	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15045	Shaft - G4 - M10 - Cassette - Fixed Blocker	685	\$8.72	\$	5,975.58	G	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15082	10 Speed Cassette Assembly - Retrofit	207	\$11.95	\$	2,472.95	C	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15097	Metal Blocker - SL Motor - 58 Degree - M14	497	\$4.84	\$	2,407.55	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15098	Sleeve for M10-M14	226	\$0.71	\$	159.48	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15099	Split Hub - G4 - Disc Brake Side	1,242	\$8.19	\$	10,171.08	D	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15100	Split Hub - G4 - Drive Side	1,283	\$6.26	\$	8,025.45	D	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15157	SRAM Automatix Gear Hub	75	\$56.36	\$	4,227.05	NONE	AUR	AUR-M	B15-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
15174	Shaft - Cassette Motor - Tapered Blocker	610	\$5.29	\$	3,225.38	E	AUR	AUR-M	D20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
15268	Pan Head Screw M3x12 Black anodized	9,554	\$0.04	\$	395.93	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15269	Pan Head Screw M3x25 Black anodized	12,228	\$0.05	\$	652.10	B	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15278	Hex Nut M3x0.5 Black anodized	2,562	\$0.03	\$	72.51	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15318	Blocker - G4 - Drive Side - M10 Shaft	2,428	\$1.22	\$	2,958.84	B	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15347	Docking Station Adaptor Plate for Folding Bikes	49	\$10.53	\$	515.89	A	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15468	SOCKET BTN HD CAPSCREW M3x.5x8 Nylock	5,274	\$0.08	\$	395.59	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15469	EJOT Delta PT WN 5451 50x16 DS	8,764	\$0.08	\$	701.12	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15479	Vinyl round cap 2.4mm	17,484	\$0.06	\$	971.27	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15509	Shaft - Cassette Motor - Angle Blocker - 130mm dropout	424	\$4.99	\$	2,115.70	NONE	AUR	AUR-M	D06-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
15510	Shaft Ass'y- Cassette Motor - Angle Blocker - 130mm dropout	3	\$11.04	\$	33.11	NONE	AUR	AUR-M	AWP	HARDWARE	BOM	Parcel 06	Hardware & Accessories
15519	Nylon Push in Fastener PIF32	3,223	\$0.04	\$	117.20	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15567	Blocker - G4 - Splined 15 degrees	1,410	\$3.50	\$	4,930.89	C	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15568	Blocker - G4 - Splined 35 degrees	676	\$3.07	\$	2,078.18	B	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15583	Shaft - G4 - 12 - 142	441	\$7.94	\$	3,499.72	D	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15584	Blocker - G4- Splined 25 Degrees	1,248	\$3.66	\$	4,567.88	B	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15586	Blocker - G4 - Splined 45 degrees	218	\$2.79	\$	607.34	B	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15587	Blocker - G4 - Splined 55 degrees	237	\$2.79	\$	660.22	B	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15588	Blocker - G4 - Splined 65 degrees	233	\$2.85	\$	664.09	B	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15610	Split Hub-Disc Side-170mm	404	\$8.28	\$	3,344.99	A	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15612	Split Hub-Drive Side-170mm	394	\$6.46	\$	2,547.19	A	AUR	AUR-M	C04-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
15614	Shaft-G4-M10-170mm	250	\$11.36	\$	2,839.99	A	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15660	Socket Head Screw - Cntr snk - M5 x 35	544	\$0.08	\$	42.35	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15690	Screw - Pan HD M5x0.8x10 TORX	3,278	\$0.08	\$	246.51	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
15790	Cable Strap - Chain Stay - Small	5,638	\$0.62	\$	3,497.42	B	AUR	AUR-M	AWP	ACCESSORY	Item	Parcel 06	Hardware & Accessories
15850	Rubber Set - Central Mount	32	\$1.90	\$	60.80	NONE	AUR	AUR-M	AWP	ACCESSORY	BOM	Parcel 06	Hardware & Accessories
15938	Accessory Kit - RC3 Controller	35	\$10.15	\$	355.35	A	AUR	AUR-M		ACCESSORY	BOM	Parcel 06	Hardware & Accessories
15979	Bluetooth External Adaptor	744	\$21.74	\$	16,178.16	A	AUR	AUR-M	DEF	ACCESSORY	Item	Parcel 06	Hardware & Accessories
15993	Brake Switch Adhesive Weather Strip	3	\$0.05	\$	0.16	A	AUR	AUR-M	AWP	HARDWARE	BOM	Parcel 06	Hardware & Accessories
15996	Accessory Bag - RR	52	\$9.37	\$	487.46	A	AUR	AUR-M	AWP	ACCESSORY	BOM	Parcel 06	Hardware & Accessories
16042	Spacer bushing drive side	24	\$1.16	\$	27.72	C	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
16064	Torque Reaction Collar-Thru Axle-Wheeler	695	\$5.14	\$	3,574.04	A	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
16100	Bluetooth Adaptor and 4000 mAh Battery Pack	30	\$43.64	\$	1,309.30	A	AUR	AUR-M	AWP	ACCESSORY	BOM	Parcel 06	Hardware & Accessories
16106	Bluetooth Module Kit	30	\$25.13	\$	754.00	A	AUR	AUR-M	AWP	ACCESSORY	BOM	Parcel 06	Hardware & Accessories
16124	M8 Thru Axle Screws - 6mm Hex	200	\$4.33	\$	865.15	A	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
16132	M6 Thru Axle Screws - 6mm Hex	131	\$4.33	\$	567.68	A	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
16148	External Bluetooth Velcro Strap	500	\$0.52	\$	260.35	A	AUR	AUR-M	AWP	ACCESSORY	Item	Parcel 06	Hardware & Accessories
16172	92-SERIES KEYS-BUNDLE	200	\$2.36	\$	472.28	A	AUR	SERVICE		HARDWARE	Item	Parcel 06	Hardware & Accessories

51200	Trailer - SS12	1	\$503.34	\$	503.34	NONE	AUR	AUR-M	AWP	ACCESSORY	Item	Parcel 06	Hardware & Accessories
51212	Bimini Top - SS12 - Navy Blue	1	\$163.44	\$	163.44	NONE	AUR	AUR-M	AWP	ACCESSORY	Item	Parcel 06	Hardware & Accessories
51213	Bimini Boot - SS12 - Navy Blue	1	\$37.14	\$	37.14	NONE	AUR	AUR-M	AWP	ACCESSORY	Item	Parcel 06	Hardware & Accessories
51215	Battery - 12V - Gel - SS12	3	\$42.89	\$	128.66	NONE	AUR	AUR-M	AWP	ACCESSORY	Item	Parcel 06	Hardware & Accessories
51245	Back Pad - Seat - Centric Gray	40	\$11.65	\$	465.80	NONE	AUR	AUR-M	AWP	ACCESSORY	Item	Parcel 06	Hardware & Accessories
51250	Seat Pad - Seat - Centric Gray	40	\$9.51	\$	380.20	NONE	AUR	AUR-M	AWP	ACCESSORY	Item	Parcel 06	Hardware & Accessories
51255	Seat Core - Seat - Centric Gray	48	\$15.69	\$	752.88	NONE	AUR	AUR-M	AWP	ACCESSORY	Item	Parcel 06	Hardware & Accessories
200003	Nut Serrated Flange M10 x 1.0	40,136	\$0.04	\$	1,713.06	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
200005	Screw - Plastite - Phillips HD KA30x12	3,020	\$0.11	\$	332.20	NONE	AUR	AUR-M	C20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
200008	Nut M5x0.8	13,809	\$0.01	\$	102.59	NONE	AUR	AUR-M	D05-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
200012	Screw TORX 30x8 26 752 030.008	15,600	\$0.04	\$	566.78	NONE	AUR	AUR-M	D05-2	HARDWARE	Item	Parcel 06	Hardware & Accessories
200014	Nut M3x0.5 A2 51 720 030.001	10,742	\$0.06	\$	644.52	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
200016	Screw - Plastite Torx K40x16	476	\$0.10	\$	45.60	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
200017	Screw Button HD M5x0.8x16	2,156	\$0.03	\$	68.12	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
200019	Screw - Taptite - Small HD M3x0.5x10	7,028	\$0.08	\$	547.97	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
200021	Screw 07 151 050.025	300	\$0.05	\$	15.00	NONE	AUR	AUR-M	F20-1	HARDWARE	Item	Parcel 06	Hardware & Accessories
200025	Screw - Hex Flange M3x0.5x10	928	\$0.07	\$	60.32	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
900007	Puller Assembly	138	\$1.67	\$	230.54	NONE	AUR	AUR-M	AWP	HARDWARE	Item	Parcel 06	Hardware & Accessories
013136-NTN	Ball Bearing 61807-2Z from NTN	88	\$9.50	\$	836.41	A	AUR	AUR-M	B11-2	HARDWARE	Item	Parcel 06	Hardware & Accessories

BionX Canada Inc.
Detailed Inventory Listing

Note: Please be advised that the present inventory list is current as at May 1, 2018 and is subject to change. The latest versions of the following list will be uploaded as req

- Legend**
- Aur-M Aurora-Main
 - Aur-E Aurora-Engineering
 - Aur-Q Aurora-Quarantine
 - Aur-T Aurora-Transit
 - MRKG Marketing Warehouse
 - MUN-SRV Munich Service Warehouse
 - Service Service Warehouse

Item number	Item name	Qty	BV/Unit	Book Value	Revision	Site	Warehouse	Location	Item Description	Item type	Parcel	Parcel Name
11051	Loctite 7387 (18862)	12	\$50.41	\$ 604.86	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11063	Foam 15mm x 25mm x 15mm	5,600	\$0.16	\$ 897.00	NONE	AUR	AUR-M	D18-3	PACK	Item	Parcel 07	Misc. Parts & Inventory
11091	Sticker - Battery - Bionx left	22	\$0.00	\$ -	NONE	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
11150	Protector for DB7 - Nylon	4,305	\$0.09	\$ 387.45	NONE	AUR	AUR-M	AWP	MISC	BOM	Parcel 07	Misc. Parts & Inventory
11183	M-Coat D	2	\$117.00	\$ 234.00	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11194	Epoxy-Speed Set Pro (236ml)	5	\$26.19	\$ 130.93	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11199	Stick-On Cable Guide	7,091	\$0.45	\$ 3,206.56	NONE	AUR	AUR-M	DEF	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11199	Stick-On Cable Guide	5	\$0.45	\$ 2.26	NONE	AUR	AUR-B	DEF	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11308	Tape PCP-2M Mylar	4	\$40.00	\$ 160.00	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11309	M-Prep conditionner A	2	\$38.00	\$ 76.00	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11310	M-Prep neutralizer 5A	1	\$38.00	\$ 38.00	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11477	Silicone GE II	32	\$6.94	\$ 219.69	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11478	Silicone - Flowing	173	\$5.45	\$ 943.69	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11500	Label-Canada Safety Regulation	805	\$0.46	\$ 366.44	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
11609	Sticker decorative 36V Li-Mn	7,403	\$0.00	\$ -	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
11634	Loctite 603	6	\$83.26	\$ 499.55	NONE	AUR	AUR-M	DEF	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11654	Glue-General Purpose-Clear (5 LB Box)	18	\$24.99	\$ 449.82	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11665	Self Adhesive Magnet Tape-12.5mm	19,638	\$0.12	\$ 2,450.28	NONE	AUR	AUR-M	AWP	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11670	Bubble Wrap Envelope10"x20"x3/16"	1,500	\$0.42	\$ 625.12	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
11674	Tool box - #114 Compact Empty	24	\$2.05	\$ 49.25	NONE	AUR	AUR-M	C14-2	MISC	Item	Parcel 07	Misc. Parts & Inventory
11703	Tape - Avery R-54402 Blk 1in x 150ft	66	\$29.80	\$ 1,966.60	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11746	Hot Glue 3M TS230	30	\$50.20	\$ 1,506.05	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11748	Electrical Tape-Black	58	\$0.60	\$ 34.63	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
11869	Hall Effect Sensor Assy	5,630	\$0.83	\$ 4,668.44	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
11882	Tool box - Bicycle Kits	2	\$37.42	\$ 74.84	NONE	AUR	AUR-M	C20-2	MISC	BOM	Parcel 07	Misc. Parts & Inventory
12018	Pallet 55 x 45 x 5 Wing style	27	\$20.67	\$ 558.09	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
12052	Silicone - Black	13	\$30.15	\$ 391.89	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
12077	Cover - docking station - Trek	823	\$0.11	\$ 94.64	NONE	AUR	AUR-M	D09-2	COVER	Item	Parcel 07	Misc. Parts & Inventory
12082	Trek Battery Grip Liner	746	\$0.14	\$ 101.08	NONE	AUR	AUR-M	C16-2	MISC	Item	Parcel 07	Misc. Parts & Inventory
12085	Plastic cover - TREK hub	1,680	\$0.21	\$ 352.13	NONE	AUR	AUR-M	C01-1	COVER	Item	Parcel 07	Misc. Parts & Inventory
12192	Cover LH Assy w/Bearing Matra	222	\$3.13	\$ 694.86	NONE	AUR	AUR-M	AWP	COVER	Item	Parcel 07	Misc. Parts & Inventory
12194	Cover LH Disc Brake Assy Trek	410	\$9.65	\$ 3,955.06	NONE	AUR	AUR-M	B17-1	COVER	Item	Parcel 07	Misc. Parts & Inventory
12195	Cover Assy-RH, Freewheel, Trek	276	\$9.90	\$ 2,731.20	NONE	AUR	AUR-M	B10-3	COVER	Item	Parcel 07	Misc. Parts & Inventory
12249	Tape Die 2199P(.50x1.25 EPDM P) w/1in ST - 200Ft	250	\$1.04	\$ 260.51	NONE	AUR	AUR-M	AWP	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
12271	Loctite 331 (1057674)	2	\$161.31	\$ 322.61	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
12441	Cap - ESD Motor Protection	4,889	\$0.05	\$ 221.23	A	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
12498	Loctite 41450 Superbondor 414	7	\$11.49	\$ 80.42	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
12500	Console Box	929	\$0.97	\$ 899.06	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
12505	Clear Poly Bag 12x18	3,000	\$0.10	\$ 288.38	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
12511	Paper Packaging Tape 10 RI/Bx	34	\$10.76	\$ 365.98	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
12550	1mm Nitrile O-Ring Cord	1,000	\$0.06	\$ 61.20	NONE	AUR	AUR-M	AWP	ORING	Item	Parcel 07	Misc. Parts & Inventory
12615	Cover Docking Station-Rear Rac	359	\$0.00	\$ -	F	AUR	AUR-M	AWP	COVER	Item	Parcel 07	Misc. Parts & Inventory
13002	Label Stock - Motor Bar Code	6	\$237.53	\$ 1,408.85	NONE	AUR	AUR-M	STORES	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13003	Ribbon Stock-EPS Motor Barcode	4	\$62.75	\$ 251.00		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13014	Label Stock - Battery Pack Bar Code	7	\$58.32	\$ 408.26	NONE	AUR	AUR-M	STORES	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13017	Zebra Resin Ribbon - 2.50in x 74m	6	\$6.31	\$ 37.87		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13045	Arcus 180 - Spanninga 401101	1,455	\$3.18	\$ 4,626.93	NONE	AUR	AUR-M	D13-4	MISC	Item	Parcel 07	Misc. Parts & Inventory
13057	Label-Logo Bionx LH PL250L	1,505	\$0.00	\$ -	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13058	Label-Logo Bionx RH PL250L	1,405	\$0.00	\$ -	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory

13135	Cover - LH - IGH Motor	55	\$6.93	\$	381.13	NONE	AUR	AUR-M	Trailer1	COVER	Item	Parcel 07	Misc. Parts & Inventory
13139	Cover - RH - IGH Motor	832	\$6.98	\$	5,810.88	NONE	AUR	AUR-M	Trailer1	COVER	Item	Parcel 07	Misc. Parts & Inventory
13140	O-Ring 60 x 2.5	1,841	\$0.06	\$	106.18	NONE	AUR	AUR-M	AWP	ORING	Item	Parcel 07	Misc. Parts & Inventory
13141	End Piece 2	820	\$2.55	\$	2,093.12	NONE	AUR	AUR-M	Trailer1	MISC	Item	Parcel 07	Misc. Parts & Inventory
13142	End Piece 1	1,311	\$6.65	\$	8,712.84	NONE	AUR	AUR-M	Trailer1	MISC	Item	Parcel 07	Misc. Parts & Inventory
13145	IGH TREK Cover RH	2,448	\$0.00	\$	-	NONE	AUR	AUR-M	Trailer1	COVER	Item	Parcel 07	Misc. Parts & Inventory
13166	IGH TREK Cover LH Assy	2,399	\$0.00	\$	-	NONE	AUR	AUR-M	Trailer1	COVER	Item	Parcel 07	Misc. Parts & Inventory
13211	Label 01-3132	3,828	\$0.04	\$	133.99	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13213	O-Ring - 2-169N700	1,785	\$0.26	\$	460.39	NONE	AUR	AUR-M	AWP	ORING	Item	Parcel 07	Misc. Parts & Inventory
13214	Valvoline (Keg)	53	\$3.14	\$	166.61	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
13226	Hall Sensor Assembly IGH	211	\$0.83	\$	175.34	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
13230	Bionx Throttle Module	1,914	\$7.90	\$	15,121.92	NONE	AUR	AUR-M	DEF	MISC	Item	Parcel 07	Misc. Parts & Inventory
13230	Bionx Throttle Module	7	\$7.90	\$	55.30	NONE	AUR	AUR-B	DEF	MISC	Item	Parcel 07	Misc. Parts & Inventory
13256	Main Kit Box, Bionx Standard	85	\$4.37	\$	371.76	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13257	Upper Insert,Bionx Kit Box-Sta	41	\$1.08	\$	44.28	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13258	Lower Insert - BionX Kit Box - Standard	151	\$1.77	\$	268.02	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13259	Main Kit Box,Bionx Rear Rack	225	\$5.08	\$	1,142.55	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13260	Upper Insert,Bionx KitBox-Rear	423	\$1.25	\$	528.67	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13261	Lower Insert,Bionx KitBox-Rear	448	\$1.65	\$	738.32	C	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13262	Protection Liner Bionx Kit-Sta	570	\$1.22	\$	693.51	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13267	Protection Liner,Bionx Kit-Rea	455	\$1.39	\$	631.47	C	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13285	Pack Box - BionX Motor Assy	72	\$2.23	\$	160.47	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13286	PartitionPack Box-Bionx Mtr A	88	\$3.52	\$	309.76	NONE	AUR	AUR-M	F05-1	PACK	Item	Parcel 07	Misc. Parts & Inventory
13295	Masking Tape - 1in x 60 yards	29	\$3.48	\$	100.85	NONE	AUR	AUR-M	STORES	MISC	Item	Parcel 07	Misc. Parts & Inventory
13299	Ronco Latex Gloves SM (100/Bx)	7	\$5.23	\$	36.61		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13302	Large Palm Foam Glove	673	\$1.25	\$	841.25		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13304	CAP-M-10 Shaft Protector	3,128	\$0.07	\$	210.58	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13306	Cover-LH Shimano Brake-Trek	333	\$4.29	\$	1,427.46	NONE	AUR	AUR-M	B16-4	COVER	Item	Parcel 07	Misc. Parts & Inventory
13308	Glove - Small Cotton Inspection	1,284	\$0.38	\$	488.74		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13309	Glove - Medium Cotton Inspection	420	\$0.36	\$	151.20		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13310	Safety Glasses-Clear Lens	410	\$1.95	\$	800.50		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13335	Isopropyl Alcohol	75	\$21.91	\$	1,643.50		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13340	Medium Palm Foam Glove	275	\$1.25	\$	343.75		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13343	Safety Masks	15	\$2.95	\$	44.25		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13344	Zebra Resin Ribbon - 4.33in x 74m	7	\$14.95	\$	104.65		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13345	Clear Pack Tape - 2in x 110 yards	11	\$2.18	\$	24.00	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13364	Fan Fold Label 4in x 6in - 4000/box	2	\$140.99	\$	281.98	NONE	AUR	AUR-M	STORES	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13414	Cover RH Trek Blk-Freewheel	159	\$8.44	\$	1,342.27	NONE	AUR	AUR-M	B19-4	COVER	Item	Parcel 07	Misc. Parts & Inventory
13417	2x1 Direct Thermal Label	16	\$20.43	\$	326.91	NONE	AUR	AUR-M	STORES	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13418	4x3 Direct Thermal Label-White	1	\$37.15	\$	37.15	NONE	AUR	AUR-M	STORES	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13440	Decal - Recycling (27x27)	724	\$0.03	\$	23.82	NONE	AUR	AUR-M	C20-1	PACK	Item	Parcel 07	Misc. Parts & Inventory
13472	Cover Assy - LH - Brake - 32 Spoke	1,562	\$14.95	\$	23,356.94	NONE	AUR	AUR-M	AWP	COVER	Item	Parcel 07	Misc. Parts & Inventory
13474	Cover Assy - RH - Freewheel - 32 Spoke	1,125	\$3.92	\$	4,414.80	NONE	AUR	AUR-M	B20-4	COVER	Item	Parcel 07	Misc. Parts & Inventory
13493	RemoverSurface Mark-Static Co	8	\$6.66	\$	53.28		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13494	General Purpose Lead Cutter	15	\$4.72	\$	70.85	NONE	AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13495	Shear, Large	5	\$18.95	\$	94.75	NONE	AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
13496	Trek Hub Plastic Cover Black	1,668	\$0.22	\$	372.85	NONE	AUR	AUR-M	C16-2	COVER	Item	Parcel 07	Misc. Parts & Inventory
13548	Blown Stretch Wrap-70 Gauge	14	\$15.93	\$	223.05	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13565	Lever - Battery G2	255	\$0.29	\$	73.24	NONE	AUR	AUR-M	D11-3	MISC	Item	Parcel 07	Misc. Parts & Inventory
13592	2.54mm Straight Pin Header	41,582	\$0.00	\$	-	NONE	AUR	AUR-M	J01-3	MISC	Item	Parcel 07	Misc. Parts & Inventory
13593	Hall Sensor PCB	16,873	\$0.00	\$	-	NONE	AUR	AUR-M	J01-3	MISC	Item	Parcel 07	Misc. Parts & Inventory
13594	Conn Recept 3 Pos#WM3212-ND	237	\$0.38	\$	90.36	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
13600	Decal, Battery-KTM RH-Orange	310	\$0.99	\$	305.66	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13601	Decal, Battery-KTM LH-Orange	609	\$0.40	\$	243.60	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13602	Decal, Battery-KTM RH-Black	381	\$0.84	\$	320.04	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13603	Decal,Battery-KTM LH-Black	977	\$0.60	\$	587.96	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13621	Cover Assy LH - G2 Disc - White	410	\$0.00	\$	-	NONE	AUR	AUR-M	B14-1	COVER	Item	Parcel 07	Misc. Parts & Inventory
13622	Cover Assy - RH - G2 Freewheel - White	430	\$0.00	\$	-	NONE	AUR	AUR-M	B13-1	COVER	Item	Parcel 07	Misc. Parts & Inventory
13638	Cover Assy RH - TREK SL	461	\$9.23	\$	4,254.16	NONE	AUR	AUR-M	B06-4	COVER	Item	Parcel 07	Misc. Parts & Inventory
13639	Cover Assy LH - TREK SL	286	\$7.87	\$	2,251.21	NONE	AUR	AUR-M	B07-3	COVER	Item	Parcel 07	Misc. Parts & Inventory
13639	Cover Assy LH - TREK SL	9	\$7.87	\$	70.84	NONE	AUR	AUR-Q	B07-3	COVER	Item	Parcel 07	Misc. Parts & Inventory
13652	Decal,Battery_RR - KTM LH	1,611	\$0.23	\$	371.34	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13653	Decal, Battery_RR - KTM RH	1,793	\$0.23	\$	412.39	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory

13659	Bag - 2 Mil Reclosable - 8in x 10in	1,038	\$0.06	\$	62.62	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13660	Poly Tag - Yellow 4in x 6in	3,488	\$0.10	\$	352.26	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
13686	Cover Assy - LH - G2 Disc - Silver	651	\$9.78	\$	6,369.48	NONE	AUR	AUR-M	B11-4	MISC	Item	Parcel 07	Misc. Parts & Inventory
13688	Cover Assy - RH - G2 Freewheel - Silver	181	\$8.74	\$	1,582.09	NONE	AUR	AUR-M	B19-2	MISC	Item	Parcel 07	Misc. Parts & Inventory
13695	Cover Assy - RH - G2 Freewheel - Black	36	\$7.89	\$	283.87	NONE	AUR	AUR-M	B20-4	MISC	Item	Parcel 07	Misc. Parts & Inventory
13730	Decal - BionX Battery G2 - RH	2,038	\$0.50	\$	1,019.00	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13731	Decal - BionX Battery G2 - LH	2,016	\$0.50	\$	1,008.00	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13754	Cover Assy-RH-Freewheel Black (Obsolete)	19	\$6.60	\$	125.49	NONE	AUR	AUR-M	B06-3	MISC	Item	Parcel 07	Misc. Parts & Inventory
13784	Label 01-3783	8,015	\$0.01	\$	120.22	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13808	Plug/Cover Interchange Hole - Dark Grey	1,682	\$0.00	\$	-	NONE	AUR	AUR-M	C05-2	MISC	Item	Parcel 07	Misc. Parts & Inventory
13822	Cover Assy - RH Freewheel - TREK SL - Black	390	\$9.79	\$	3,816.78	NONE	AUR	AUR-M	B14-3	MISC	Item	Parcel 07	Misc. Parts & Inventory
13826	Cover Assy - LH Disc Brake - TREK SL - Black	380	\$9.74	\$	3,702.92	NONE	AUR	AUR-M	B14-4	MISC	Item	Parcel 07	Misc. Parts & Inventory
13827	Label - Motor ID 3797	4,365	\$0.04	\$	196.42	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13880	Cover Assy-LH-RH - Front Motor - Trek	115	\$7.47	\$	858.66	NONE	AUR	AUR-M	B08-1	COVER	Item	Parcel 07	Misc. Parts & Inventory
13887	Hall Sensor Assembly G2	1,634	\$0.68	\$	1,112.77	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
13888	Decal-Battery Safe Operation - KTM 60 Cell	3,859	\$0.10	\$	366.61	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13889	Decal-Batt Safe-KTM 40 cell	1,473	\$0.09	\$	132.57	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13894	Hall Sensor Assembly-Trek-Front Motor	577	\$0.77	\$	441.64	NONE	AUR	AUR-M	E17-1	MISC	Item	Parcel 07	Misc. Parts & Inventory
13898	Decal-Grey Batt-DT-Left Side	3,393	\$0.18	\$	621.50	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13899	Decal-Grey Batt-DT-Right Side	3,388	\$0.18	\$	620.04	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13909	Cover Assy - LH - Roller Brake - Front Motor - Trek	384	\$13.91	\$	5,342.15	NONE	AUR	AUR-M	B07-1	COVER	Item	Parcel 07	Misc. Parts & Inventory
13927	Hazzard 9 Label 4in x 4in 500/Roll	4	\$20.27	\$	81.09	NONE	AUR	AUR-M	STORES	LABEL	Item	Parcel 07	Misc. Parts & Inventory
13971	Decal - Battery Safe Operation - White on Transparent	4,621	\$0.09	\$	415.89	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14012	Window Tint - 5% Super Limo Black	103	\$0.00	\$	-	NONE	AUR	AUR-M	J01-3	MISC	Item	Parcel 07	Misc. Parts & Inventory
14020	Small Palm Foam Glove	190	\$1.25	\$	237.50		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
14029	Decal - RH - KTM Battery 48V/39Cells - My11	1,857	\$0.57	\$	1,049.21	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14038	Decal - LH - KTM Battery 48V/39Cells - My11	1,791	\$0.57	\$	1,011.92	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14068	Label Motor ID 3820	3,185	\$0.04	\$	143.32	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14069	Label Motor ID 3825	1,543	\$0.03	\$	46.29	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14201	Label Motor ID 4165	978	\$0.16	\$	156.48	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14202	Label Motor ID 3962	4,196	\$0.06	\$	247.14	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14258	Cover RH - IGH - SMART	144	\$4.82	\$	694.49	NONE	AUR	AUR-M	B06-3	COVER	Item	Parcel 07	Misc. Parts & Inventory
14259	Cover LH - IGH - SMART	905	\$4.88	\$	4,412.54	NONE	AUR	AUR-M	Trailer1	COVER	Item	Parcel 07	Misc. Parts & Inventory
14289	Warranty Void Label - Trek MY12	6,332	\$0.10	\$	654.73	NONE	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14290	Decal - Battery DT - Trek MY 12	1,961	\$0.19	\$	373.57	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14329	O-ring M1x18 - Lock - BMW	7,000	\$0.02	\$	149.80	NONE	AUR	AUR-M	J01-2	ORING	Item	Parcel 07	Misc. Parts & Inventory
14335	Decal - RH - KTM Battery 48V/39 Cells - eLycan	144	\$0.80	\$	115.20	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14336	Decal - LH - KTM Battery 48V/39 Cells - eLycan	127	\$0.79	\$	100.93	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14337	Decal - RH - KTM Battery 48V/39 Cells - eFun	456	\$0.78	\$	355.68	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14338	Decal - LH - KTM Battery 48V/39 Cells - eFun	368	\$0.78	\$	287.04	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14344	Decal - KTM eRace - RH	269	\$0.88	\$	235.38	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14345	Decal - KTM eRace - LH	456	\$0.92	\$	419.52	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14346	Decal - KTM eTrail & eCross - RH	105	\$1.04	\$	108.89	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14347	Decal - KTM eTrail & eCross - LH	49	\$1.02	\$	49.94	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14348	Decal - Battery G2 - RR - KTM LH	652	\$0.75	\$	485.74	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14349	Decal - Battery G2 - RR - KTM RH	679	\$0.75	\$	506.53	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14359	Label Motor ID 4076	5,169	\$0.03	\$	175.61	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14360	Label Motor ID 4077	3,978	\$0.02	\$	75.08	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14365	Decal - Battery G2 - RR - KTM LH	554	\$1.41	\$	781.14	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14368	Decal - Battery G2 - RR - KTM RH	549	\$1.41	\$	774.09	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14369	RR Battery 4G Box	380	\$0.81	\$	307.80	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
14373	DT Battery 4G Box	125	\$0.93	\$	116.09	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
14374	Bag - 2mil Reclosable - 6in x 9in	6,000	\$0.04	\$	242.60	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
14375	Side Shield - Safety Glasses	140	\$20.92	\$	2,929.09	NONE	AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
14403	Label Motor ID 4254	17,342	\$0.05	\$	780.39	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14407	Solder Sucker	12	\$23.60	\$	283.20		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
14408	Brass Cleaning Brush	69	\$7.27	\$	501.35		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
14410	Dispense Needle - Glue Gun	7	\$19.26	\$	134.85	NONE	AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
14411	Foam Swab	3,343	\$0.43	\$	1,422.78		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
14412	Decal - LH - BionX Battery - DT - 01-4000	259	\$0.65	\$	167.06	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14413	Decal - LH - BionX Battery - DT - 01-3975	1,564	\$0.51	\$	797.64	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14414	Decal - LH - BionX Battery - DT - 01-3900	727	\$0.51	\$	370.77	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14415	Decal - RH - BionX Battery - DT - 01-4000	351	\$1.73	\$	608.33	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory

14416	Decal - RH - BionX Battery - DT - 01-3975	1,534	\$0.51	\$	782.34	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14417	Decal - RH - BionX Battery - DT - 01-3900	702	\$0.51	\$	358.02	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14418	Decal - LH - BionX Battery - RR - 01-3965	838	\$0.89	\$	745.82	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14419	Decal - LH - BionX Battery - RR - 01-3985	755	\$0.71	\$	532.29	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14420	Decal - LH - BionX Battery - RR - 01-3350 & 01-4420	1,380	\$0.78	\$	1,074.20	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14421	Decal - LH - BionX Battery - RR - 01-3043	1,023	\$0.69	\$	709.70	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14422	Decal - RH - BionX Battery - RR - 01-3965	838	\$0.89	\$	745.82	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14423	Decal - RH - BionX Battery - DT - 01-3985	756	\$0.71	\$	532.98	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14424	Decal - RH - BionX Battery - RR - 01-3350 & 01-4424	1,043	\$0.54	\$	568.43	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14425	Decal - RH - BionX Battery - RR - 01-3043	980	\$0.68	\$	662.16	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14428	Decal - LH - BionX Battery - DT - 01-4427	75	\$1.05	\$	79.12	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14429	Decal - RH - BionX Battery - DT - 01-4427	102	\$1.27	\$	129.24	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14430	Decal - LH - BionX Battery - RR - 01-4426	1,991	\$0.60	\$	1,195.40	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14431	Decal - RH - BionX Battery - RR - 01-4426	1,974	\$0.60	\$	1,185.39	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14432	Decal - LH - BionX Battery - DT - 01-4434	543	\$0.59	\$	320.37	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14433	Decal - RH - BionX Battery - DT - 01-4434	547	\$0.59	\$	322.73	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14467	Removeable Clear Tape - 3/4in x 72 yards	15	\$1.82	\$	27.36	NONE	AUR	AUR-M	STORES	MISC	Item	Parcel 07	Misc. Parts & Inventory
14468	Blade Knife - Red Snap	51	\$6.43	\$	327.86	NONE	AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
14469	3M Blue Plastic Squeegee	24	\$0.00	\$	-		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
14475	Decal - TOBA Battery - DT - LH	13	\$0.00	\$	-	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14476	Decal - TOBA Battery - DT - RH	16	\$0.00	\$	-	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14477	Decal - TOBA Battery - DT - Top	10	\$0.00	\$	-	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14478	Decal - TOBA Battery - RR - LH	50	\$0.00	\$	-	NONE	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14479	Decal - TOBA Battery - RR - RH	27	\$0.00	\$	-	NONE	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14510	Service Box - Trek Battery	1,522	\$0.83	\$	1,263.26	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
14521	Insert 1 - Service Box - Trek Battery	995	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
14530	Label Motor ID 4379	909	\$0.09	\$	77.32	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14550	Installation Guide - BionX System	2,588	\$0.40	\$	1,022.26	D	AUR	AUR-M	AWP	INSTR	Item	Parcel 07	Misc. Parts & Inventory
14568	Clear Polysheeting	12	\$62.75	\$	752.98	NONE	AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
14579	Cover - RH - IGH Motor - Black	98	\$6.83	\$	668.91	NONE	AUR	AUR-M	Trailer1	COVER	Item	Parcel 07	Misc. Parts & Inventory
14581	Cover - LH - IGH Motor - Black	576	\$9.60	\$	5,530.88	NONE	AUR	AUR-M	Trailer1	COVER	Item	Parcel 07	Misc. Parts & Inventory
14646	BionX User Manual	8,291	\$0.76	\$	6,296.83	NONE	AUR	AUR-M	DEF	INSTR	Item	Parcel 07	Misc. Parts & Inventory
14650	Grounding Heel Strap	41	\$6.75	\$	276.75	NONE	AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
14706	Loctite 263 Threadlocker - 250ml	4	\$91.42	\$	365.67	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
14714	Glove -Palm Foam Glove Grey - Size 5	191	\$2.45	\$	467.87		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
14725	Adhesive Vinyl T.D.G. Placard	20	\$0.88	\$	17.60	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
14750	Loctite 4204	4	\$328.67	\$	1,314.66	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
14772	Cover Assy- LH - G1 Disc - KTM	768	\$9.27	\$	7,118.78	NONE	AUR	AUR-M	B02-3	COVER	Item	Parcel 07	Misc. Parts & Inventory
14773	Cover Assy- RH - G1 Freewheel - KTM	539	\$10.44	\$	5,627.93	NONE	AUR	AUR-M	B02-3	COVER	Item	Parcel 07	Misc. Parts & Inventory
14777	Decal - Battery Safe Operation - KTM 52 Cell	2,425	\$0.09	\$	208.07	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14778	Decal - Battery Safe Operation - KTM 39 Cell	1,159	\$0.09	\$	98.52	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14779	EZ Read Poly Test Dyne Pen - Blue	7	\$0.00	\$	-	NONE	AUR	AUR-M	STORES	MISC	Item	Parcel 07	Misc. Parts & Inventory
14783	Cover Assy- LH - Disc - G1 - Silver	64	\$10.10	\$	646.23	NONE	AUR	AUR-M	B18-2	COVER	Item	Parcel 07	Misc. Parts & Inventory
14785	Cover Assy- LH - Disc - G1 - Black	702	\$15.83	\$	11,110.98	NONE	AUR	AUR-M	B11-1	COVER	Item	Parcel 07	Misc. Parts & Inventory
14787	Cover Assy- RH - Freewheel - G1 - Silver	342	\$4.14	\$	1,415.87	NONE	AUR	AUR-M	B15-1	COVER	Item	Parcel 07	Misc. Parts & Inventory
14789	Cover Assy- RH - Freewheel - G1 - Black	791	\$8.30	\$	6,566.89	NONE	AUR	AUR-M	B06-1	COVER	Item	Parcel 07	Misc. Parts & Inventory
14834	Soldering Tip Cleaner	18	\$2.64	\$	47.50		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
14849	Spray Bottle - Goo Gone - 355ml	1	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
14857	Decal - Battery - DT - PL250M - LH	253	\$0.68	\$	170.78	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14858	Decal - Battery - DT - PL250M - RH	253	\$0.68	\$	170.78	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14860	Rear Rack Assy - TUBUS - Black	429	\$26.14	\$	11,215.25	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
14860	Rear Rack Assy - TUBUS - Black	400	\$26.14	\$	10,457.11	NONE	AUR	AUR-T	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
14873	Label - KBA - Motor SMART	4,536	\$0.05	\$	226.80	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14883	Decal - Battery Charge Warning - BionX	254	\$0.12	\$	30.63	NONE	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14915	Label - KBA - Motor Grace	240	\$0.14	\$	33.63	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14935	Decal - Protective Tape 15 x 420mm	408	\$0.35	\$	142.80	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
14941	Cohesive Foam Roll - 12in x 250ft	1	\$113.14	\$	113.14	NONE	AUR	AUR-B		PACK	Item	Parcel 07	Misc. Parts & Inventory
14999	Rear Rack Assy - TUBUS - Silver	421	\$23.81	\$	10,023.80	NONE	AUR	AUR-M	E01-3	MISC	Item	Parcel 07	Misc. Parts & Inventory
15001	Cover - RH - Cassette - Silver - BionX	206	\$9.26	\$	1,906.74	A	AUR	AUR-M	AWP	COVER	Item	Parcel 07	Misc. Parts & Inventory
15015	Cover G4 - Drive Side - Black	650	\$15.71	\$	10,211.47	F	AUR	AUR-M	AWP	COVER	Item	Parcel 07	Misc. Parts & Inventory
15016	Cover G4 - Disc Brake Side - Black	819	\$22.48	\$	18,410.66	F	AUR	AUR-M	AWP	COVER	Item	Parcel 07	Misc. Parts & Inventory
15093	Cover RH Trek - Cassette - Black	87	\$9.22	\$	802.48	NONE	AUR	AUR-M	B06-3	COVER	Item	Parcel 07	Misc. Parts & Inventory
15120	Cover - RH - Cassette - Black	314	\$14.76	\$	4,635.48	A	AUR	AUR-M	AWP	COVER	Item	Parcel 07	Misc. Parts & Inventory

15177	Cover RH - Cassette - Silver - G2	1,261	\$9.38	\$	11,826.24	NONE	AUR	AUR-M	B08-3	COVER	Item	Parcel 07	Misc. Parts & Inventory
15203	Label Motor ID 5202	915	\$0.53	\$	484.95	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15235	Decal - LH - Triangular Battery - White	314	\$2.15	\$	675.10	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15236	Decal - RH - Triangular Battery - White	325	\$2.15	\$	698.75	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15274	Label - Motor 250W/350W - Black Letter	13	\$0.60	\$	7.80	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15275	Label - Motor 250W/350W - White Letter	2,000	\$0.43	\$	856.60	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15276	Label - Motor 500W - Black Letter	703	\$0.30	\$	214.40	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15277	Label - Motor 500W - White Letter	1,395	\$0.49	\$	683.55	A	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15295	Decal - LH - Bionx Battery - DL - MY2014	180	\$0.00	\$	-	A	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15296	Decal - RH - Bionx Battery - DL - MY2014	180	\$0.00	\$	-	A	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15299	Decal - LH Bionx Battery - RL- MY2014	236	\$0.00	\$	-	A	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15300	Decal - RH Bionx Battery - RL - MY2014	236	\$0.00	\$	-	A	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15334	Decal - LH Toba Battery - DL Black MY2014	84	\$0.00	\$	-	A	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15337	Decal - RH Toba Battery - DL Black MY2014	84	\$0.00	\$	-	B	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15338	Decal - White-LH-Toba Battery-RR-2014	3	\$0.00	\$	-	NONE	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15342	Decal - Black - Toba Battery -LH -RR-MY2014	3	\$0.00	\$	-	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15343	Decal - Black - Toba Battery -RH -RR -MY2014	5	\$0.00	\$	-	NONE	AUR	AUR-M	A20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15374	Speed Cassette Socket	61	\$14.27	\$	870.30	A	AUR	AUR-M	D05-2	MISC	Item	Parcel 07	Misc. Parts & Inventory
15389	Aluminum Cup for Adhesive Dispensing	420	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
15390	Loctite ODC Free - Cleaner and Degreaser (473ml Can)	22	\$10.52	\$	231.36	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
15400	Reaction Tool - Speed Cassette Removal - BionX	28	\$6.41	\$	179.48	A	AUR	AUR-M	D20-1	MISC	Item	Parcel 07	Misc. Parts & Inventory
15401	Reaction Tool - Speed Cassette Removal - Trek	39	\$8.72	\$	340.08	A	AUR	AUR-M	D20-1	MISC	Item	Parcel 07	Misc. Parts & Inventory
15407	Marsh 88 Paint Marker - Yellow	12	\$0.00	\$	-	A	AUR	AUR-M	STORES	MISC	Item	Parcel 07	Misc. Parts & Inventory
15408	Marsh 88 Paint Marker - Black	17	\$4.24	\$	72.10	A	AUR	AUR-M	STORES	MISC	Item	Parcel 07	Misc. Parts & Inventory
15409	Marsh 88 Paint Marker - Green	12	\$3.89	\$	46.65	A	AUR	AUR-M	STORES	MISC	Item	Parcel 07	Misc. Parts & Inventory
15418	Wypall Wipes	17	\$77.91	\$	1,324.51	A	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
15433	Marsh 88 Paint Marker - White	1	\$3.91	\$	3.91	A	AUR	AUR-M	STORES	MISC	Item	Parcel 07	Misc. Parts & Inventory
15434	Marsh 88 Paint Marker - Red	4	\$0.00	\$	-	A	AUR	AUR-M	STORES	MISC	Item	Parcel 07	Misc. Parts & Inventory
15436	Thread Protector - Large Flange	3,400	\$0.24	\$	823.94	B	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
15467	Loctite 5900 - 300ML	9	\$18.23	\$	164.10	A	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
15470	Kapton Tape - 0.5 inch width	107	\$7.30	\$	782.33	B	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
15471	Label - Motor Serial Number	3,180	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15472	Label - Motor Spec - G4 - EU	216	\$0.47	\$	101.26	A	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15477	Loctite Epoxy Adhesive Hysol E-40HT - 50ml Cartridge	60	\$11.11	\$	666.61	A	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
15478	Loctite Dual Cartridge Applicator - 50ml	6	\$41.11	\$	246.65	A	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
15480	Loctite Mixing Nozzle - 6mm Step Pkg of 10	4	\$11.52	\$	46.08	A	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
15484	BionX Dome Decal - EZ Console	171	\$0.56	\$	95.76	A	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15486	Authorized Dealer Sticker - EN	200	\$2.03	\$	406.00	A	AUR	AUR-M	AWP	MARKET	Item	Parcel 07	Misc. Parts & Inventory
15487	Clear Poly Bag 20x20	711	\$0.15	\$	110.20	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
15514	Case Ass'y - Power Supply and Accessories	2,918	\$5.09	\$	14,845.99	G	AUR	AUR-M	A01-4	MISC	Item	Parcel 07	Misc. Parts & Inventory
15520	Label - Motor Spec - G4 - NA	1,928	\$0.43	\$	826.44	A	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15522	Decal - LH - Bionx Battery - DV - MY2015	10	\$0.00	\$	-	B	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15523	Decal - RH - Bionx Battery - DV - MY2015	1	\$0.00	\$	-	B	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15535	Decal - LH - Bionx Battery - RX - MY2015	32	\$1.74	\$	55.80	A	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15537	Decal - RH - Bionx Battery - RX - MY2015	44	\$1.74	\$	76.73	A	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15540	Decal - LH - BionX Battery - DX - MY2015	56	\$1.92	\$	107.52	A	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15541	Decal - RH - BionX Battery - DX - MY2015	54	\$1.92	\$	103.68	A	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15551	G2T Docking Service Kit - (in bag / no cable)	2,024	\$6.31	\$	12,775.49	NONE	AUR	AUR-M	C11-4	MISC	Item	Parcel 07	Misc. Parts & Inventory
15569	Label - Motor - 01-5570	91	\$0.62	\$	56.42	A	AUR	AUR-M	AWP	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
15572	Damping Material Drive Side - G4	469	\$3.45	\$	1,618.99	C	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
15573	Damping Material Brake Side - G4	7	\$3.63	\$	25.43	B	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
15627	Cover RH - Cassette - G2 Trek - Silver	113	\$8.70	\$	983.13	X1	AUR	AUR-M	B07-4	COVER	Item	Parcel 07	Misc. Parts & Inventory
15628	Cover RH - Cassette - G2 Trek - Black	10	\$8.86	\$	88.56	X1	AUR	AUR-M	B06-1	COVER	Item	Parcel 07	Misc. Parts & Inventory
15662	Loctite 220 - 250ml Bottle	1	\$114.77	\$	114.77	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
15675	Motor Caution Tag	350	\$0.12	\$	41.78	A	AUR	AUR-M	AWP	PACK	BOM	Parcel 07	Misc. Parts & Inventory
15680	Decal - LH - Battery - Tern	19	\$0.00	\$	-	A	AUR	AUR-M	C20-1	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
15681	Decal - RH - Battery - Tern	22	\$0.00	\$	-	A	AUR	AUR-M	C20-1	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
15691	320 Silicon Carbide Sandpaper	2	\$50.21	\$	100.42		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
15786	Label - Activation Warning Sticker	813	\$0.28	\$	227.61	A	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15797	Decal - RH - DV1 - mY15	18	\$0.00	\$	-	X1	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15798	Decal - LH - DV1 - mY15	13	\$0.00	\$	-	X1	AUR	AUR-M	C20-1	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15809	Label - Motor Spec - G4 - 45km/h	884	\$0.49	\$	433.16	A	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15823	Cover -32 Spoke - RH - Cassette - Black	941	\$14.36	\$	13,512.91	A	AUR	AUR-M	AWP	COVER	Item	Parcel 07	Misc. Parts & Inventory

15885	Rim Tape - 700C Rim - Black	2,510	\$0.29	\$	726.66	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
15886	Rim Tape - 650B Rim - Blue	330	\$0.29	\$	96.61	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
15887	Rim Tape - 26in Rim - White	3,201	\$0.29	\$	927.80	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
15888	Rim Tape - 26in Wide Rim - White	595	\$0.31	\$	185.16	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
15889	Rim Tape - 20in Rim - Black	970	\$0.27	\$	260.33	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
15901	Rim Tape - 24in Rim - Yellow	990	\$0.28	\$	272.42	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
15950	Loctite Frekote 770NC (83469)	5	\$7.01	\$	35.07	NONE	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
15956	Decal - Bionx 500W Motor - California US Class 2 & 3	416	\$0.43	\$	178.88	A	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15957	Decal - Bionx 350W Motor - California US Class 2 & 3	647	\$0.43	\$	278.21	A	AUR	AUR-M	AWP	LABEL	Item	Parcel 07	Misc. Parts & Inventory
15961	Dupont Satin Black A5099S - Paint	16	\$15.32	\$	245.12		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
15976	Printer Ribbon - SR/HS - D	21	\$18.69	\$	392.44		AUR	AUR-M	AWP	SUPPLIES	Item	Parcel 07	Misc. Parts & Inventory
15994	Tape Die EPDM CS-993 w/ 1" H2 Adhesive - 200ft	9,199	\$0.46	\$	4,263.88	A	AUR	AUR-M	AWP	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
16071	RC3 Box	1,286	\$2.04	\$	2,627.16	B	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
16072	RC3 Insert Card	2,585	\$0.00	\$	-	B	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
16086	Rim Container - Packaging	200	\$3.88	\$	776.00	A	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
16094	Box for DS3 Display Kit	401	\$2.08	\$	834.88	A	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
16095	Insert Card for DS3 Display Kit	441	\$0.00	\$	-	B	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
16098	Box for BionX Bluetooth Adaptor and 4000mAh Battery Pack	1,610	\$2.08	\$	3,347.04	A	AUR	AUR-M	E04-1	PACK	Item	Parcel 07	Misc. Parts & Inventory
16101	Insert Card for Bluetooth Adaptor and 4000mAh Battery Pack	791	\$0.00	\$	-	B	AUR	AUR-M	E05-1	MISC	Item	Parcel 07	Misc. Parts & Inventory
16104	Insert Card for BT Module Kit	1,189	\$0.00	\$	-	A	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
16107	Box for Power Supply	206	\$1.95	\$	401.70	A	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
16108	Insert Card for Power Supply	141	\$0.00	\$	-	A	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
16118	Heat Shrink Thin Wall 1/2" Bulk - 200 FT	267	\$0.00	\$	-	A	AUR	AUR-M	AWP	SHRINK	Item	Parcel 07	Misc. Parts & Inventory
16145	Loctite SF7452	17	\$6.99	\$	118.86	A	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
16158	500W Kit Warning Manual Addedum-EU	30	\$2.70	\$	81.00	A	AUR	AUR-M	AWP	INSTR	Item	Parcel 07	Misc. Parts & Inventory
16169	RIM Tape - FAT Rim 26 INCH	944	\$1.07	\$	1,011.11	A	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
16176	Wheel Support Part A - Packaging	4,198	\$1.80	\$	7,556.40	A	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
16179	Power Wheel Shipper (w/o Brace) - Packaging	1,263	\$5.92	\$	7,476.96	A	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
16180	Power Wheel Shipper (w/ Brace) - Packaging	2,025	\$6.79	\$	13,749.75	A	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
16181	Accessory Holder - Packaging	3,108	\$1.02	\$	3,170.16	A	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
16182	Wheel Support Part B - Packaging	3,738	\$0.94	\$	3,513.72	A	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
16183	Brace Insert - Packaging	4,140	\$0.47	\$	1,945.80	A	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
16187	Down Tube Package	(325)	\$15.20	\$	(4,940.00)	A	AUR	AUR-M		PACK	BOM	Parcel 07	Misc. Parts & Inventory
16195	Axle Thread Protector 98mm	11,876	\$0.36	\$	4,271.75	A	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
16197	Shim 1mm Thick - 18mm ID	48	\$0.40	\$	18.96	A	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory
16199	Uline Industrial Reinforced Kraft Tape - 3" X 450' White	45	\$13.19	\$	593.67	A	AUR	AUR-M	F07-2	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
51002	Boat SS12 - Blue Horizon	1	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	BOAT	Item	Parcel 07	Misc. Parts & Inventory
51005	Boat SS12 - Orange Mango	1	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	BOAT	Item	Parcel 07	Misc. Parts & Inventory
200006	Silicone Paste - 3M 08946	5	\$28.68	\$	143.40	A	AUR	AUR-M	STORES	ADHESIVE	Item	Parcel 07	Misc. Parts & Inventory
014713-G4	Motor Box Assy with inserts for G4 motors	3	\$179.56	\$	538.68	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
014713-STD	Motor Box Assy with inserts for G1,G2,IGH motors	2	\$255.00	\$	510.00	NONE	AUR	AUR-M	AWP	PACK	Item	Parcel 07	Misc. Parts & Inventory
B070012000	Collet - Nipple Feeder	6	\$70.00	\$	420.00	NONE	AUR	AUR-M	AWP	MISC	Item	Parcel 07	Misc. Parts & Inventory

APPENDIX A-8

PARCEL 08 - ASSEMBLY LINE - GENERATION 1 & 2

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 08	Assembly Line - Generation 1 & 2	A-18	1 beg sealant (welder)	1			G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-1	Conveyor with 14 pallets and 7 Assembly Stations	1	Innovative Automation		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-19	Cassette Bearing Press	1	Bionx	BP- 0001	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-20	Cover Motor Shelf	1	Bionx		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-6	Cover Press	1	Penmar Automations	0802-11-02	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-9	ESD Floor Mats	1			G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-15	Fume Extractor	1	Oki	BVX-200	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-22	Motor Caging	1	Bionx		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-7	Motor Tester	1	Bionx	1A18108	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-2	Rotor Press	1	Penmar Automations	0802-11-01	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-11	Scotch Weld	1	3M		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-12	Scotch Weld	1	3M		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-13	Screw Gun	3	Delta Regis	ESL324-ESD	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-21	Screw Gun	1	Delta Regis	ESL329 ESD	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-3	Shaft Press	1	Penmar Automatopn	0802-11-03	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-14	Soldering Iron	2	Oki	PS-900	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-5	Stator Assembly	1	Innovative Automation		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-16	Tool Balancer	5			G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-23	Volt Meter	1	Fluke		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-4	Working Table	1	Innovative Automation		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-8	Working Table	1	Innovative A		
					Automation		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-17	Working Table #2	1	Innovative Automation		G1/G2 Assembly Line

APPENDIX A-9

PARCEL 09 - ASSEMBLY LINE - GENERATION 4

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 09	Assembly Line - Generation 4	B-17	Beg Sealant (welder)	1		H1254	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-1	Conveyor (Incl. Fume Extractors, 2 LOCTITE Dispensers & Screw Feeders)	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-2	Double Bearing Press	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-12	Fume Extractors	2	Oki	BVX-200	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-15	Gravity 3 level shelf	1		341	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-13	Loctite Dispensers	2	Loctite	982726/982722	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-6	Motor Tester	1	Innovative Automation	1A18108	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-3	Rotor Press	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-14	Screw Feeders	2	Delta Regis	DRFF-520	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-18	Screw Gun	1	Delta Regis	ESL329 ESD	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-10	Screw Guns	4	Delta Regis	ESL324-ESD	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-4	Shaft Press	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-11	Soldering Irons	3	Oki	PS-900	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-5	Stator Assam	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-7	Stator Dissemble Press	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-19	Volt Meter	1	Fluke	113 Fluke	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-8	Working Table	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-9	Working Table	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-16	Working Table	1	Bionx		G4 Assembly Line

APPENDIX A-10

PARCEL 10 - ASSEMBLY LINE - INTEGRATED GEAR HUB

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 10	Assembly Line - Integrated Gear Hub	C-7	Blocker Press	1	Magna Marque		IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-5	Closing Press 339	1	Magna Marque	339 (P902-E-1)	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-11	Fume Extractor	1	Oki	BVX-200	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-17	Fume Extractor	1	Oki	BVX-200	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-10	Gravity Shelving	1	Magna Marque		IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-6	Grease Press	1	Magna Marque		IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-1	Magnet Press 341	1	Magna Marque		
					que		IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-3	Roller Conveyer with 15 pallets	1	Magna Marque	P903-E-1	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-8	Scotch Weld Hot melt	1	3M	PS-900	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-16	Screw Gun	1	Delta Regis	ESL329-ESD	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-9	Soldering Iron	1	Oki	PS-900	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-15	Soldering Iron	2	Oki	PS-900	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-4	Stator Assembly	1	Magna Marque	P903-E-1	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-13	Torque gun		Tech Motive Tool	CS 4000	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-2	Working table	1	Magna Marque		IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-12	Working table	1	Magna Marque		IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-14	Working table with shelves	1	Magna Marque		IGH Assembly Line

APPENDIX A-11

PARCEL 11 - BATTERY CHARGING EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 11	Battery Charging Equipment	F-1	Battery Charger	1	Magna Marque	B.C 001	Battery Charging Area
PARCEL 11	Battery Charging Equipment	F-4	Mobile Battery Rack	2	Magna Marque		Battery Charging Area
PARCEL 11	Battery Charging Equipment	F-3	Screw Gun	1	Delta Regis	ESL329-ESD	Battery Charging Area
PARCEL 11	Battery Charging Equipment	F-2	Working Table (Alum Extr.)	1	Magna Marque		Battery Charging Area
PARCEL 11	Battery Charging Equipment	H-9	Mobile Battery Rack	1	Magna Marque		Kitting Area

APPENDIX A-12

PARCEL 12 - WHEEL BUILDING EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 12	Wheel Building Equipment	G-11	Gravity Shelving	1	Magna Marque		Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-1	Holland Mechanics	1	Holland Mechanics	M/C #210402	Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-2	Inline Lacer CN-B	1	Inline Lacer CN-B	M/C340062	Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-9	Mobile Rack - Motors	2	Bionx		Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-3	Nipple Feeder & Gun	2	Seal	Mod: CM-A1	Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-8	Rim Rack	1	Bionx		Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-7	Spoke Stress M/C	1	Bionx	SP-01	Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-5	Wheel Truing Stand	3	ParkTool	TS-2	Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-6	Wheel Truing Stand	2	ParkTool	TS-4	Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-10	Working Table	1	Bionx		Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-4	Working Table (Alum Extr.)	1	Bionx		Wheel Building Area

APPENDIX A-13

PARCEL 13 - MAGNET RING ASSEMBLY

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 13	Magnet Ring Assembly	I-4	LOCTITE Dispenser (With Guns)	2	Loctite	97007	Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-7	Magnet Checker for G1 & G2	1	Bionx		Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-8	Magnet Checker for G4	1	Bionx		Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-3	Magnet ring removing st,	1	Bionx		Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-6	Mobile Rack	2	Bionx		Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-1	Vacuum Table and ring shut	1	Bionx		Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-5	Working Table	1	Bionx		Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-2	Working Table maple top	1	U-Line		Magnet Ring Area

APPENDIX A-14

PARCEL 14 - MOTOR AND WHEEL TESTING EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 14	Motor and Wheel Testing Equipment	S-5	Magnet pull out test	1	Bionx		Lab Test Area
PARCEL 14	Motor and Wheel Testing Equipment	S-4	Spoke pull test	1	Pro Trade		Lab Test Area
PARCEL 14	Motor and Wheel Testing Equipment	K-2	Spoke Pull Test	1	Pro Trade		Misc. Area by Wheel Building
PARCEL 14	Motor and Wheel Testing Equipment	K-1	Wheel Durability Tester (Frame and Table Only)	1	Bionx		Misc. Area by Wheel Building
PARCEL 14	Motor and Wheel Testing Equipment	P-2	EMC Motor Tester (El. Magn. Cer.)	1	Emco	GTEMI 5305	Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	P-5	Hi Pot stator tester	1	CHROMA	19073	Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	P-3	Wheel Durability Tester	1	Bionx		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	P-4	Wheel Durability Tester	1	Bionx		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	PS-1	Compressor	1	RK Compressor		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	PS-2	Transformer 600/480	1	93KVA		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	PS-3	Transformer 460/260	1	220KVA		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	PS-4	Wheel Durabiliti Tester	1	Bionx		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	PS-5	Motor Stady Tester	1	Bionx		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	N-16	Mini Dyno Bench	1			RMA Area

APPENDIX A-15

PARCEL 15 - SHAFT AND STRAIN GAUGE ASSIST STATION

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 15	Shaft and Strain Gauge Assist Station	D-5	Barcode Printer SATO	1	Sato	M-84 PRO	Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-8	Cabinet	1		Black	Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-3	Label printers	1	Zebra	TLP3842	Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-4	Label printers	3	Zebra	TLP2844	Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-6	Stripe Zebra	1		S4M S4M00-2001	Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-7	Working Table	1	U-Line	Steel Top	Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-2	Working Table (Maple Top)	1	U-Line		Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-1	Working Table Alum. Extr. (Plastic Top)	4	Bionx		Shaft and Strain Gauge Assist Station

APPENDIX A-16

PARCEL 16 - RACKING

PARCEL 16	Racking	M-2	Beam	378	Dynamic		Racking (New)
PARCEL 16	Racking	M-4	Beam Dividers	120	Dynamic		Racking (New)
PARCEL 16	Racking	M-3	Mesh	378	Dynamic		Racking (New)
PARCEL 16	Racking	M-5	Upright safety Bot	66	Dynamic		Racking (New)
PARCEL 16	Racking	M-7	Beam	76			Racking (Old)
PARCEL 16	Racking	M-8	Beam Dividers	15			Racking (Old)
PARCEL 16	Racking	M-9	Mesh	80			Racking (Old)
PARCEL 16	Racking	M-6	Uprights	17			Racking (Old)

APPENDIX A-17

PARCEL 17 - PACKAGING AND SHIPPING EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 17	Packaging and Shipping Equipment	L-3	Tape Gluing M/C	1	Better Pack	555ES	Box Making and Painting Station
PARCEL 17	Packaging and Shipping Equipment	L-4	Tape Gluing M/C	1	Phoeniy	500	Box Making and Painting Station
PARCEL 17	Packaging and Shipping Equipment	R-23	Label Printer	1	Zebra	LTP3842	Engineering Development Lab
PARCEL 17	Packaging and Shipping Equipment	H-2	Gravity Racks	3	Dynamic		Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-4	Label printers	3	Zebra	TLP2844	Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-5	Printer	1	Brother	Mod:HL-54	Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-7	Roller Gravity Table	1	Bionx		Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-6	Scale	1	Mattler Toledo	A-008	Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-3	Tape gluing M/C (Better Pack)	2	Better Pack	555E	Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-8	Wheel Rack	1	Bionx		Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-1	Working Table (Plastic Top)	4	Bionx		Kitting Area
PARCEL 17	Packaging and Shipping Equipment	N-4	Label printers	2	Zebra	TLP2844	RMA Area
PARCEL 17	Packaging and Shipping Equipment	N-5	Printer Brother	1	Brother	Mod:HL-54	RMA Area
PARCEL 17	Packaging and Shipping Equipment	N-6	Tape gluing M/C	1	Better Pack	555E	RMA Area
PARCEL 17	Packaging and Shipping Equipment	M-17	Floor Scriber	1		34RST	Shipping Area (Back)
PARCEL 17	Packaging and Shipping Equipment	M-15	Pallet Lifter	1		42100	Shipping Area (Back)
PARCEL 17	Packaging and Shipping Equipment	M-13	Shipping Scale	1			Shipping Area (Back)
PARCEL 17	Packaging and Shipping Equipment	M-14	Shipping Scale	1		ES 5000	Shipping Area (Back)
PARCEL 17	Packaging and Shipping Equipment	M-10	Upright Safety Bot	16	Dynamic		Shipping Area (Back)
PARCEL 17	Packaging and Shipping Equipment	M-11	Working Table (Plastic Top)	1	Bionx		Shipping Area (Back)
PARCEL 17	Packaging and Shipping Equipment	M-12	Working Table (Steel Top)	1	Bionx		Shipping Area (Back)

APPENDIX A-18

PARCEL 18 - ENGINEERING EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 18	Engineering Equipment	R-3	3D Printer	1	Formbot		Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-8	Aluminum Fixtures	1	Bionx		Engineering Development Lab
PARCEL 18	Engineering Equipment	R-25	Big Resistors	6			Engineering Development Lab
PARCEL 18	Engineering Equipment	R-5	BK Precision 4011a	1	BK Precision 4011a	4011a	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-1	Black Cabinet(s)	3			Engineering Development Lab
PARCEL 18	Engineering Equipment	R-12	Chroma 16502	1	Chroma 16502	16502	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-11	Chroma 63106	1	Chroma 63106	63106	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-19	Fan	3			Engineering Development Lab
PARCEL 18	Engineering Equipment	R-13	GW-Instek	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-4	Jet Nozzle Kit	1	Jet Nozzle Kit	Jet-03	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-1	Keysight	1		MSOX3024T	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-2	Laboratory DC Power Supply	1	Laboratory DC Power Supply	GPS-3303	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-6	Laboratory DC Power Supply	1	Laboratory DC Power Supply	GPR-6060D	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-15	LOCTITE Dispenser	1	Loctite	ITEM 985448	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-5	Lodestar Audio Generator	1	Lodestar Audio	AG-2601A	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-12	Material for Electronics boards (Cabinet #2)	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-13	Material for Electronics boards (Cabinet #3)	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-7	Microtest	1		8710	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-15	Mobile Motor Rack	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-11	Motor Gearbox	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	R-26	Only Electronics components	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-6	Power Supply	1	Laboratory DC Power Supply	GPS-3303	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-8	Power Supply	1	Zap	SPS75VDC1000 W	Engineering Development Lab

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 18	Engineering Equipment	R-9	Power Supply	1	Agilent Technologies	N8737A	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-7	Probe Master 4233	2	Probe Master 4233	4233	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-14	Scale	1	Gram Precision	P8-510DR	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-10	Spot Welder Soldering	1		709A	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-2	Stetic Discharge simulator (Cabinet #1)	1	Stetic Discharge	A-0025	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-3	Tektronix	1	Tektronix	1001B	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-9	Test Bench battery Test	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	R-10	Volt Meter	2	Fluke		Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-14	Working Lab Cabinet	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	QS-1	Black Cabinet 0102	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	QS-1-1	Lenoveo	1			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-2	Scale AND GT 10	1			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-3	Printer Zebra	4			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-4	Printer Zebra	1			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-5	Termal Camera	1	thermal image		Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-6	Shipping Scale	1			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-7	Scale	1	Digi Waigh		Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-8	Lable printer	1	Rhino		Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-9	Resistor	1			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-10	Battery Bac-kup	1	Eaton		Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-11	Battery Bac-kup	3			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-12	Fellowes Laminator	1			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-2	Grey Cabinet 0093	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	QS-2-1	Hewlett Packard	1			Engineering Development Lab (in cabinet labelled QS-2)
PARCEL 18	Engineering Equipment	QS-2-2	Power Supply	2	BK Precision		Engineering Development Lab (in cabinet labelled QS-2)
PARCEL 18	Engineering Equipment	QS-2-3	Multimeter	3	Fluk		Engineering Development Lab (in cabinet labelled QS-2)
PARCEL 18	Engineering Equipment	QS-2-4	Multimeter	1	BK Precision		Engineering Development Lab (in cabinet labelled QS-2)

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 18	Engineering Equipment	QS-2-5	Power SupPLY	1	Array		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-6	Laboratory D/C Power Supply	1	Gwinster		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-7	Programable switching D/C power	2	Gwinster		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-8	Tektronix Oscilloscope	1	TDS		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-9	AC/ DC High pot tester	1	Biddle		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-10	Line impendence simulator	1	network		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-11	PCB Piezotronics	1			Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-12	Current Probe Amplifier	1			Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-13	Sound level meter	1	Piccolo		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-14	Rower Meter	1	Giga-Tronics		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-15	Multimeter	1	Hewlet Packard		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-16	Cable Tester	1	Microtest		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-17	Cpacitance Tester	1	Giant		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-18	Signal Generator	1	Agilent		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-19	Box with Cables	1			Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-3	Spectrum Analyzer	1	Hewlet Packard		Engineering Development Lab
PARCEL 18	Engineering Equipment	QS-4	Micro test	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	QS-5	Cabinet	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	QS-5-1	Power Supply	26	HANTEK		Engineering Development Lab (in cabinet labelled QS-5'
PARCEL 18	Engineering Equipment	QS-5-2	Battery Condition test	8			Engineering Development Lab (in cabinet labelled QS-5'
PARCEL 18	Engineering Equipment	QS-5-3	Battery Condition test	2			Engineering Development Lab (in cabinet labelled QS-5'
PARCEL 18	Engineering Equipment	N-7	Power Supply	1	Laboratory DC Power Supply	GPS-3303	RMA Area
PARCEL 18	Engineering Equipment	N-8	Power Supply	1	Power Supply	GPR-3060	RMA Area
PARCEL 18	Engineering Equipment	N-9	Power Supply	1	Power Supply	LCR-816	RMA Area
PARCEL 18	Engineering Equipment	N-3	Scale	1	Metter toledo	AM5120	RMA Area
PARCEL 18	Engineering Equipment	N-11	Wheel Rack	1	Bionx		RMA Area
PARCEL 18	Engineering Equipment	MS-6	Tool Box	1	Rousseau		Shipping Area (Back)

APPENDIX A-19

PARCEL 19 - LAB TEST EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 19	Lab Test Equipment	S-12	Black Cabinet (Incl. Measuring Tools)	1			Lab Test Area
PARCEL 19	Lab Test Equipment	S-8	CMM	1	Mitutoyo	544	Lab Test Area
PARCEL 19	Lab Test Equipment	S-6	Granite Plate	1	Mitutoyo		Lab Test Area
PARCEL 19	Lab Test Equipment	S-7	Height Gauge	1	Mitutoyo		Lab Test Area
PARCEL 19	Lab Test Equipment	S-13	Motorized Height gauge	1	Trimos		Lab Test Area
PARCEL 19	Lab Test Equipment	S-11	Optical Microscope	1	Optical Microscope		Lab Test Area
PARCEL 19	Lab Test Equipment	S-1	Rockwell Hardener Tester	1	Goko Seiki		Lab Test Area
PARCEL 19	Lab Test Equipment	S-2	Rockwell Hardener Tester	1	Starret		Lab Test Area
PARCEL 19	Lab Test Equipment	S-14	Small Granit Plate	1	Starret	Starret crystal pink	Lab Test Area
PARCEL 19	Lab Test Equipment	S-3	Working Table	2			Lab Test Area
PARCEL 19	Lab Test Equipment	M-18	Environmental Chamber	1		SM-16	Shipping Area (Back)
PARCEL 19	Lab Test Equipment	MS-1	Environmental chamber	1	Thermotron		Shipping Area (Back)
PARCEL 19	Lab Test Equipment	M-19	Oven	1		FS2-1	Shipping Area (Back)

APPENDIX A-20

PARCEL 20 - MACHINE SHOP EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 20	Machine Shop Equipment	L-2	Painting Booth	1	Paasche		Box Making and Painting Station
PARCEL 20	Machine Shop Equipment	L-7	Shrink tube cutter	1	Slice	AMTI 135	Box Making and Painting Station
PARCEL 20	Machine Shop Equipment	R-27	Industrial Compressor	1	Sullair	Mod:3709	Compressor Room
PARCEL 20	Machine Shop Equipment	R-16	Soldering Iron	1	HAKO472D	HAKO472D	Engineering Development Lab
PARCEL 20	Machine Shop Equipment	R-17	Soldering Iron	2	OKI	PS-900	Engineering Development Lab
PARCEL 20	Machine Shop Equipment	R-18	Soldering Iron	1	852d	852d	Engineering Development Lab
PARCEL 20	Machine Shop Equipment	O-9	All Material Steel Aluminum	1			Fabrication Area
PARCEL 20	Machine Shop Equipment	O-1	Horizontal Bend Saw	1	H.H Roberts Machinery	115 (2434)	Fabrication Area
PARCEL 20	Machine Shop Equipment	O-4	Mig Welder	1	L-Tec	Mig master 250 / D12	Fabrication Area
PARCEL 20	Machine Shop Equipment	O-5	Mig Welder	1	Blue point	MB135	Fabrication Area
PARCEL 20	Machine Shop Equipment	O-7	Portable Table Saw	1	Ryoby		Fabrication Area
PARCEL 20	Machine Shop Equipment	O-3	Steel Welding Table	1	Bionx		Fabrication Area
PARCEL 20	Machine Shop Equipment	O-6	Tig Welder	1	Lincoln El.	Tig200 / M3160911089	Fabrication Area
PARCEL 20	Machine Shop Equipment	O-2	Vertical Band Saw	1	Vertical Band Saw	H225	Fabrication Area
PARCEL 20	Machine Shop Equipment	O-8	Working Bench	1	u-line		Fabrication Area
PARCEL 20	Machine Shop Equipment	U-9	Black Cabinet (Incl. Parts for Assembly Machines)	1			Maintenance Room
PARCEL 20	Machine Shop Equipment	U-10	Black Cabinet (s) (with Milling Tools)	1			Maintenance Room
PARCEL 20	Machine Shop Equipment	T-5	Drill Press	1	Ima	1G3Q-8	Maintenance Room
PARCEL 20	Machine Shop Equipment	T-10	ESD Working Bench	1			Maintenance Room
PARCEL 20	Machine Shop Equipment	T-7	Granite Plate	1			Maintenance Room
PARCEL 20	Machine Shop Equipment	T-8	Height Gage	1	Mitutoyo		Maintenance Room
PARCEL 20	Machine Shop Equipment	U-2	Hydraulic Manual Press	1	Devin	LP300 / 1678	Maintenance Room
PARCEL 20	Machine Shop Equipment	U-3	Hydraulic Press	1	Bionx	B-10-078-P1	Maintenance Room
PARCEL 20	Machine Shop Equipment	T-1	Lathe	1	Colchester	Master 2500	Maintenance Room

PARCEL 20	Machine Shop Equipment	T-2	Lathe	1	King	KC-1440M	Maintenance Room
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Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 20	Machine Shop Equipment	T-3	Milling M/C	1	Hermle	UWF 801	Maintenance Room
PARCEL 20	Machine Shop Equipment	T-4	Milling M/C	1	Frst	LC-11/2VS	Maintenance Room
PARCEL 20	Machine Shop Equipment	U-4	Milling M/C	1	Friedrich Deckel	FPI / 35575	Maintenance Room
PARCEL 20	Machine Shop Equipment	U-1	Servo Press	1		CS50-200B	Maintenance Room
PARCEL 20	Machine Shop Equipment	T-9	Steel Working Table	1	Bionx		Maintenance Room
PARCEL 20	Machine Shop Equipment	T-6	Surface Grinder	1	Chevalir	FSG-618M	Maintenance Room
PARCEL 20	Machine Shop Equipment	J-3	Press Power Team (w Tools)	1	Pro Trade		Rework Station
PARCEL 20	Machine Shop Equipment	J-2	Screw Gun	2	Delta Regis	ESL324-ESD	Rework Station
PARCEL 20	Machine Shop Equipment	N-15	Fume Extractor	1	OKI	Oki BVX-200	RMA Area
PARCEL 20	Machine Shop Equipment	N-10	Press Power Team (w Tools)	1	Pro Trade		RMA Area
PARCEL 20	Machine Shop Equipment	N-17	Screw Gun	1	Delta Regis	SKD-5200	RMA Area
PARCEL 20	Machine Shop Equipment	N-14	Soldering Iron	2	Oki	Oki PS-900	RMA Area
PARCEL 20	Machine Shop Equipment	V-2	Building Material & Steel Material	1			Tool Crib

APPENDIX A-21

PARCEL 21 - WORK TABLES/BENCHES AND CABINETS

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 21	Work Tables/Benches and Cabinets	L-8	Big steel Table	1	Bionx		Box Making and Painting Station
PARCEL 21	Work Tables/Benches and Cabinets	L-1	Fire Cabinet (Yellow)	1			Box Making and Painting Station
PARCEL 21	Work Tables/Benches and Cabinets	L-5	Shelf	1			Box Making and Painting Station
PARCEL 21	Work Tables/Benches and Cabinets	L-6	Shelf	1			Box Making and Painting Station
PARCEL 21	Work Tables/Benches and Cabinets	Q-16	Gray Cabinet	1			Engineering Development Lab
PARCEL 21	Work Tables/Benches and Cabinets	R-20	Red Fire Cabinet (Battery Storage)	1	ULINE	H2570S-R	Engineering Development Lab
PARCEL 21	Work Tables/Benches and Cabinets	R-4	Working Bench (ESD Top)	1			Engineering Development Lab
PARCEL 21	Work Tables/Benches and Cabinets	R-22	Working Benches	2			Engineering Development Lab
PARCEL 21	Work Tables/Benches and Cabinets	R-24	Working ESD Benches with 2 cabinets	2			Engineering Development Lab
PARCEL 21	Work Tables/Benches and Cabinets	R-21	Yellow fire Cabinet (Battery Storage)	1			Engineering Development Lab
PARCEL 21	Work Tables/Benches and Cabinets	S-9	Black Cabinet	1			Lab Test Area
PARCEL 21	Work Tables/Benches and Cabinets	S-10	Small Shelf	1	ULINE		Lab Test Area
PARCEL 21	Work Tables/Benches and Cabinets	U-6	Black Cabinet(s)	2	U-Line		Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	U-5	Grey Cabinets	2			Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	T-16	Mobile Toolbox	1	Snap-On Tools		Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	U-7	Red Fire Cabinet	1	ULINE	H2570S-R	Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	T-14	Working Bench	1			Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	T-11	Working Bench (Maple Top)	1			Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	T-12	Working Bench (Maple Top)	1			Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	T-13	Working Benches (w Vise)	2			Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	T-15	Working Benches and Cabinets	2	Snap-On Tools		Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	U-8	Yellow Cabinet	1			Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	US-1	Black tool cabinet	1	Rousseau		Maintenance room
PARCEL 21	Work Tables/Benches and Cabinets	US-2	Skews Organizer Cabinet	2			Maintenance room

PARCEL 21	Work Tables/Benches and Cabinets	K-10	Blue Cabinet	1			Misc. Area by Wheel Building
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Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 21	Work Tables/Benches and Cabinets	J-4	Working Bench	1			Rework Station
PARCEL 21	Work Tables/Benches and Cabinets	J-1	Working Table (Alum. Extr. Plastic Top)	4	Bionx		Rework Station
PARCEL 21	Work Tables/Benches and Cabinets	N-1	Ind. Shelf Blu	1			RMA Area
PARCEL 21	Work Tables/Benches and Cabinets	N-12	Small Shelves	3			RMA Area
PARCEL 21	Work Tables/Benches and Cabinets	N-13	Working Bench	1			RMA Area
PARCEL 21	Work Tables/Benches and Cabinets	N-2	Working Benches	9			RMA Area
PARCEL 21	Work Tables/Benches and Cabinets	V-1	Black Cabinets	4			Tool Crib
PARCEL 21	Work Tables/Benches and Cabinets	V-4	Organized Shelving	6			Tool Crib
PARCEL 21	Work Tables/Benches and Cabinets	V-3	Shipping Containers	2			Tool Crib
PARCEL 21	Work Tables/Benches and Cabinets	MS-2	Cabinet	3	Back		Shipping
PARCEL 21	Work Tables/Benches and Cabinets	MS-3	Cabinet	1	Grey		Shipping
PARCEL 21	Work Tables/Benches and Cabinets	MS-4	Working Benches	4	Rousseau		Shipping
PARCEL 21	Work Tables/Benches and Cabinets	MS-5	Working Benches With shelving and Lighting	3	Rousseau		Shipping

APPENDIX A-22

PARCEL 22 - OTHER: MACHINES, FRAMES, BIKES, AND TABLES

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-7	Battery Cover Closure Press	1	Inovative Automation		Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-4	Blocker Press	1	Inovative Automation	BP.0001	Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-12	Die Set for motor cover G4	1	Magna	G4	Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-9	Double Press	1	Cam Slide	309	Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-11	Mobile Stand for Stator box	3	Bionx		Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-3	Salt Sprayer	1	Salt Sprayer	297	Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-5	Spider Press	1	Bionx		Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-6	Stator and Rotor Assembly	1	Bionx		Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-8	Vibrating Table	1			Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	P-1	Berner air curtains	1	Berner		Motor and Wheel Testing Area
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	M-16	Boat Trailer	1	Excalibur	J38*82V	Shipping Area (Back)
PARCEL 22	Other: Machines, Frames, Bikes, and Tables		Demo bikes	31			Shipping Area (Back)
PARCEL 22	Other: Machines, Frames, Bikes, and Tables		"Museum" bikes (Older generation bikes)	11			Shipping Area (Back)
PARCEL 22	Other: Machines, Frames, Bikes, and Tables		SeaScape 12	2			Shipping Area (Back)

APPENDIX A-23

PARCEL 23 - OFFICE EQUIPMENT & FURNITURE

Item Description	Qty	Location	Comments
1 desk, 1 file cabinet	1	Office #2	
1 desk, 1 file cabinet, 1 table with 6 chairs, 1 shelf unit	1	Office #3	
1 desk, 3 file cabinets, 1 printer	1	Office #4	
2 desks, 2 file cabinets, 1 shelf unit	1	Office #5	
1 desk, 3 file cabinets, 1 printer	1	Office #6	
2 desks	1	Office #7	
1 desk, 2 file cabinets, 1 shelf, 1 printer	1	Office #8	
1 table, 20 chairs, 1 TV (65"), 1 projector	1	Main Boardroom	
2 desks, 1 credenza	1	Office #9	
1 desk, 1 credenza, 1 table (no chairs)	1	Office #10	
1 desk, 1 table with 4 chairs, 1 credenza	1	Office #11	
1 desk, 1 table with 2 chairs, 1 credenza	1	Office #12	
1 desk, 1 file cabinet	1	Office #13	
1 desk, 2 file cabinets, 1 table with 3 chairs	1	Office #14	
4 desks, 1 file cabinet	1	Office #15	
6 desks, 2 file cabinets	1	Office #16	

Description	Qty	Location	Comments
2 desks, 7 file cabinets, 2 printers	1	Office #17	
2 desks, 1 table with 3 chairs, 1 file cabinet	1	Office #18	
2 desks, 3 file cabinets	1	Office #19	
Canon Color Photocopier 5035	1	Printer Room	Serial #GNW65365
Canon Photocopier 4235	1	Hallway to Plant	Serial #RKJ08292
Office's chair (blk)	8	Warehouse	
Office filing cabinet 3 drawer	9	Warehouse	
Office Desk	10	Warehouse	
Monitors	19	Warehouse	
TV (Sony Model KDL-32ML130-32")	1	Warehouse	
TV (Toshiba-42")	1	Warehouse	
Desktop PC	11	Warehouse	
Keyboard	13	Warehouse	
Hard Drive	2	Warehouse	
Laptop	12	Warehouse	
Label maker (R&D)	1	Warehouse	
Label Printer (LP2844)	1	Warehouse	
Label printer (ZP450)	1	Warehouse	
Powerbar	25	Warehouse	
Cartridge HPLJ 2055	1	Warehouse	

Description	Qty	Location	Comments
White Board (S)	2	Warehouse	
White Board (M)	3	Warehouse	
Mini Fridge (white)	1	Warehouse	
Accent Barrel Chair (Ivory)	2	Warehouse	
Cartrige Ultra Black (230209)	2	Warehouse	

APPENDIX A-24

PARCEL 24 - ART WORK

Description	Qty	Location	Comments
Picture Print - PUCH	1	Hallway	35" x 24"
Picture Print - Bicycles on Street	1	Elby Office	28" x 28"
Picture Print - Courses de Hors Bords	1	Elby Office	30" x 33"
Picture Print - Styriette	1	Hallway	29" x 20"
Picture Print - HURTU	1	Hallway	5' x 4'
Picture Print - Cycle Rochet	1	Office #5	4' x 3"
Picture Print - Bande Molletiere	1	Office #6	13" x 16"
Picture Print - Lement	1	Office #8	4' x 3'
Picture Print - Cycle Favor Motor	1	Hallway	32" x 24"
Picture Print - Cosmos	1	Hallway	30" x 24"

APPENDIX A-25

PARCEL 25 - PATENTS

#	Invention	Abstract/ Field of Invention	Patent / Appln #	Country	Ref	Status	Owner
1	Bicycle Frame Construction	A unitary monocoque frame is provided for a bicycle including a right half shell having a peripheral edge and a left half shell having a peripheral edge symmetrical with the peripheral edge of the right half shell.	2604866	CANADA	2005-1CA	Granted	Bionx Canada Inc.
			1 2006 000 861.	GERMANY	2005-1DE	Dec 15/10 - no opposition filed. Patent is in force.	Bionx Canada Inc.
			7971892	USA	2005-1US	Issued July 5, 2011	Bionx Canada Inc.
2	Bicycle Having Internally Routed Control Cables	An internally supported cable system control for a bicycle that does not interfere with the steering mechanism and does not require the structural integrity of the bicycle frame to be compromised. In the disclosed internal cable system, the control cables are routed through a passageway in the gooseneck and the bicycle frame to the mechanism or device that they are designed to control. The gooseneck design is unique in that it allows for an unobstructed passageway for the cables to travel into the steering tube and frame, while allowing for both sliding forward and rearward as well as raising and lowering, as desired by the bicycle rider. For aesthetic reasons, a casing may be added to cover the cabling between the control levers and the gooseneck.	7000936	USA	2003-1US	Issued Feb 21, 2006	Bionx Canada Inc.
3	Bicycle Lighting System	A bicycle lighting system for transmitting light from a fixed position on a bicycle to a separate remote reflector positioned on the bicycle. The bicycle lighting system comprises a lighting assembly adapted to be fixedly secured to the bicycle frame, an electrical energy source electrically coupled to the lighting assembly for providing power to selectively illuminate the lighting assembly; a light conduit extending longitudinally between a first end coupled to the lighting assembly and a second opposite end adjacent the reflector for transferring light emitted from the lighting assembly to the remote reflector, and a light transmitting lens coupled to the second end of said light conduit for transmitting light to the remote reflector mounted to the bicycle.	2576064	CANADA	2004-3CA	Granted	Bionx Canada Inc.
			112005001752	GERMANY	2004-3DE	Issued on March 1, 2012	Bionx Canada Inc.
			7819564	USA	2004-3US	Issued on October 26, 2010	Bionx Canada Inc.
4	Brushless DC Motor Apparatus	A direct -drive brushless DC motorization apparatus comprises an outer rotor with poles constructed with segments of permanent magnet material alternatively magnetized north and south. The outer rotor is adapted to be part of a wheel and rotating with the wheel about an axis thereof.	13/811693	USA		Published May 16, 2013	Bionx Canada Inc.
			15/252313	USA	CIP	To be published - March, 2017	Bionx Canada Inc.
			11809125.5 EP2596570	EUROPEAN		Appeal failed	Bionx Canada Inc.
			877/DELNP/2013	INDIA		Examination requested July 2014	Bionx Canada Inc.
			202011110258	GERMANY		Granted	Bionx Canada Inc.

#	Invention	Abstract/ Field of Invention	Patent / Appln #	Country	Ref	Status	Owner
			2803394	CANADA		Abandoned May, 2017	Bionx Canada Inc.
5	Combination Manually Driven and Motor Driven Watercraft	A watercraft, comprising: a hull; a propelling member configured to propel the hull through water; a manual force input member that is movable manually; an output shaft that is operatively connected to the propelling member and that is drivable by the manual force input member; a motor that is operatively connectable to the output shaft; and a one-way clutch connected between the manual force input member and the output shaft, wherein the one-way clutch is configured to permit the manual force input member to drive the output shaft in a first rotational direction, and to prevent the output shaft from driving the manual force input member in the first rotational direction.	2774406	CANADA	2009-1CA	Abandoned	Bionx Canada Inc.
			13/496950	USA	2009-1US	Abandoned - response not filed on September 29	Bionx Canada Inc.
			10816539	Europe	2009-1EP	abandoned	Bionx Canada Inc.
6	Electric Motor Modular Stator Ring And Improved Heat Dissipation	A stator ring for an electric motor, the stator ring comprising plural stator ring sections being molded of insulated ferromagnetic powder. The stator ring sections each have an arcuate shoe having a plurality of teeth projecting radially therefrom. The teeth are adapted for receiving coil windings. The stator ring sections are adapted for being retained end to end by a stator core to form a complete stator ring. The arcuate shoes of the stator ring sections create expansion gaps between opposite ends thereof when the stator core and the stator ring sections are subjected to heat expansion, to prevent damage of the stator ring due to the heat expansion. The stator core is also constituted with improved heat dissipation and adapted to mount are electronic circuit board with some of its components in direct heat conductivity with the core. Heat is dissipated by radiation, convection and ventilation.	6836036	USA	2002-1US	issued December 28, 2004 expires December 28,	Bionx Canada Inc.
			2453730	CANADA	2002-1CA	Issued February 21, 2012 expires December 12, 2023	Bionx Canada Inc.
7	Energy Management System For Motor-Assisted User-Propelled Vehicles	A power assist module includes a battery powered motor mounted on a manually operated vehicle, such as a bicycle. The power assist module is fixedly mounted on the bicycle and can be easily removed without the need for tools, so that the bicycle can be manually operated in a conventional manner when so desired without carrying the extra weight of the power assist module. The power assist module includes a motor assembly which is operated through a gear reduction assembly to drive a crank drive gear mounted in conjunction with a crank arm of the bicycle. 7. The energy management system of claim 1 wherein said user control parameter is at least one of: user effort, cyclic user-induced acceleration, user pedaling rate, user heart rate, user breath rhythm, user breath depth, user perspiration rate, and user blood pressure.	5786702	EUROPEAN	2004-1EP	National filing of a divisional application in EP	Bionx Canada Inc.
			53 Divisional of 5	EUROPEAN	2004-1EP	Extended search received - November 18/13 ABANDONED	Bionx Canada Inc.
			2579917	CANADA	2004-1CA	Issued February 5, 2013 expires September 14, 2024	Bionx Canada Inc.
			7706935	USA	2004-1US	Issued April 27, 2010 expires September 14, 2024	Bionx Canada Inc.
			LNP/2007 Grant	India	2004-1 IN	Granted	Bionx Canada Inc.

#	Invention	Abstract/ Field of Invention	Patent / Appln #	Country	Ref	Status	Owner
8	High Performance Brushless Motor And Drive For An Electrical Vehicle Motorization	The system includes a permanent magnet three-phase motor and an electronic current controlled inverter by pulse width modulation. The motor has twenty-two poles and twenty-four slots, three phases and a cylindrical outer rotor. This structure minimizes torque ripple and maximizes energy efficiently. All coil windings are wound around the stator teeth. Several winding configurations are proposed and a special one with only one coil per slot. The motor phases are supplied by alternating rectangular current waveforms. A specific inverter central system. is described to maximize efficiency and reduce current ripple and electromagnetic interference under motorizing or generating operations. The current control is realized by using, the mosfets voltage for the current measurement.	6630764	USA	1999-1US	Issued - October 7, 2003	Bionx Canada Inc.
			6888280 - CIP	USA	1999-2US	Issued May 3, 2005	Bionx Canada Inc.
			19983946	GERMANY	1999-1DE	Issued April 29, 2010 expires April 1, 2019	Bionx Canada Inc.
			2572560 - CIP	CANADA	1999-2CA	Issued July 13, 2010 expires April 1, 2019	Bionx Canada Inc.
			2370809	CANADA	1999-1CA	Issued - February 19, 2008 expires April 1, 2019	Bionx Canada Inc.
9	Method And Apparatus For Proportionally Assisted Propulsion	A system for the proportional propulsion assistance comprising a strain gauge for the detection and measurement of a flexion of the hub of a rear wheel of a bicycle, wherein said gauge is placed on a vertical face of said hub.	6866111	USA	2000-1US	Issued March 15, 2005 expires September 21, 2010	Bionx Canada Inc.
			2426109	CANADA	2000-1CA	Issued September 7, 2010 expires September 21, 2020	Bionx Canada Inc.
10	Method To Conceal Bicycle Control Cables Within The Handlebars, Stem and Frame	A bicycle is provided including a tubular frame having interconnected tubes defining hollow passageways. A curvilinear hollow handlebar is operatively coupled to the frame. The handlebar includes at least one aperture and an opening providing access to the passageways in the frame. A control lever is operatively mounted to the handlebar for controlling a component of the bicycle. A control cable has a first end fixedly secured to the control lever and a second end adapted to be secured to the component of the bicycle for actuation thereof. The control cable extends through the aperture into the handlebar and through the opening of the handlebar into the passageways of the frame between the first and second ends to conceal the control cable within the frame and the handlebar.	7891687	USA	2005-1US	Issued Feb 22, 2011	Bionx Canada Inc.
11	Wheel Motor Configuration For Vehicle Motorization/ Construction Of Motorized Wheel For Vehicle Motorization (clear view wheel - E-Scooter Technology)	A motor wheel comprising: a stator comprising a core secured to an axle, a yoke mounted about a periphery of the core, the yoke having teeth separated by slots; windings on the teeth, the windings connected to a motor wheel controller; a rotor comprising an annular case portion rotatably connected to the axle by arms, the annular case portion enclosing permanent magnets opposite the teeth of the stator; and sealing joints between the annular case portion and a radial surface of the stator radially spaced from the axle to define a sealed chamber enclosing the yoke and at most a radial portion of the core.	2848854 November 15, 2012	CANADA	5200702-14CA	Abandoned - as per V-Bond Lee Feb. 25/16	Bionx Canada Inc.
			12850658.1 March 24, 2014	EUROPEAN	5200702-14EP	Abandoned - as per V-Bond Lee Feb. 25/16	Bionx Canada Inc.
			14/353413 - April 22, 2014	USA	5200702-14US	Abandoned - as per V-Bond Lee Feb. 25/16	Bionx Canada Inc.
12	Watercraft Deck (Finbow) Industrial Design Patent	N/A	D662028 S	USA		Granted	Bionx Canada Inc.
			D686969 S	USA	5551995-2US-1	Granted	Bionx Canada Inc.
			140466	CANADA		Granted	Bionx Canada Inc.
			1858028-002	European Community Design		Granted	Bionx Canada Inc.
			337834	AUSTRALIA		Granted	Bionx Canada Inc.,
13	Hull For Watercraft (Finbow) Industrial Design	N/A	642109	USA	5551995-1US	Granted	Bionx Canada Inc.

#	Invention	Abstract/ Field of Invention	Patent / Appln #	Country	Ref	Status	Owner
			140465	CANADA	55551995-1CA	Granted	Bionx Canada Inc.
			337090	AUSTRALIA	55551995-1AU	Granted	Bionx Canada Inc.
			1858028-001	EU	55551995-1EM	Granted	Bionx Canada Inc.
14	Watercraft Deck Seating (Finbow)	N/A	D 662029 S	USA	55551995-3US	Granted	Bionx Canada Inc.
			140467	CANADA	55551995-3CA	Granted	Bionx Canada Inc.
			1858028-003	EU	55551995-1EM	Granted	Bionx Canada Inc.
			337121	AUSTRALIA	55551995-3AU	Granted	Bionx Canada Inc.
15	Combination Manually Driven and Motor Driven Watercraft Design (Finbow) - Industrial	N/A	135084	Canada	2010-1CAD	Granted	Bionx Canada Inc.
			330900	Australia	2010-1AUD	Granted	Bionx Canada Inc.
16	Construction Of Motorized Wheel	N/A		CANADA		Divisional filed	Bionx Canada Inc.
			2897881	CANADA	5200702-15CA	Granted	Bionx Canada Inc.
			14794767	EUROPEAN	5200702-15EP	Response - due June 20/17	Bionx Canada Inc.
			456747 Mar 13/2017	USA	5200702-15US (div)	Awaiting examination	Bionx Canada Inc.
			14888828 9595850	USA	5200702-15US	Granted	Bionx Canada Inc.
	Wheel Motor Configuration - Joined with Construction Of Motorized Wheel For Vehicle Motorization "Motor Wheel Construction"		61/824139	USA Prov	5200702-16USPR	The provisional was joined with 61/819896 for MOTOR WHEEL CONSTRUCTION	Bionx Canada Inc.

APPENDIX A-26

PARCEL 26 - OTHER PATENTS

#	Invention	Abstract/ Field of Invention	Patent / Appln #	Country	Ref	Status	Owner
17	Combined Motor And Pedal Drive For A Vehicle, In Particular Watercraft "Multiple Stage Clutch Operating Mechanism"	Combined Motor and Pedal Drive for Watercraft - This invention was divided into three separate inventions (Refs: 2011-3/4/5)	48/2011 AT 510992	Austria	2011-3AU 3960	Granted - abandoned August 1, 2017	Bionx Europe GmbH
		1. Watercraft	47/2011 - AT 510993	Austria	2011-4AU 3962	Granted - abandoned August 1, 2017	Bionx Europe GmbH
		2. Steering Device for a Propulsion Unit of a Watercraft	46/2011 AT 510997	Austria	2011-5AU 3958	Granted - abandoned August 1, 2017	Bionx Europe GmbH
18	Wheel Motor Configuration For Vehicle Motorization/ Construction Of Motorized Wheel For Vehicle Motorization (clear view wheel - E-Scooter Technology)	A motor wheel comprising: a stator comprising a core secured to an axle, a yoke mounted about a periphery of the core, the yoke having teeth separated by slots; windings on the teeth, the windings connected to a motor wheel controller; a rotor comprising an annular case portion rotatably connected to the axle by arms, the annular case portion enclosing permanent magnets opposite the teeth of the stator; and sealing joints between the annular case portion and a radial surface of the stator radially spaced from the axle to define a sealed chamber enclosing the yoke and at most a radial portion of the core.	9315231	USA	6604 w/ke	Granted	Bionx Europe GmbH
			2012/050146 September 26, 2012	PCT	2011-1PCT	National phase completed	Bionx Europe GmbH
19	Planetary Gear	A planetary gear system (1), in particular for a bicycle drive, comprises a sun gear (2), a planet carrier (3) comprising planet gears (4), and a ring gear (5) in a housing (6), wherein the sun gear (2) and the planet carrier (3) form the drive and output (7, 8) of the gear system (1), and a freewheel clutch (10) is situated between the ring gear (5) and the housing (6).	508888	Austria	2613	Granted	Bionx Europe GmbH
20	Impulse Control For Scooter	N/A	Utility Patent 20 2015 001 648.0	Germany		Granted Aug 6, 2015	Bionx GmbH or BMW

APPENDIX A-27

PARCEL 27 - TRADEMARKS

Region	TM reference	Status	Expiry	Registration
Australia	1340214	Renewal	08-Jan-20	Registered
Russia	423487	Renewal	13-Jan-20	Registered
Europe	8809436	Renewal	14-Jan-20	Registered
India	1913966	Renewal	27-Jan-20	Registered
Swaziland	147/2010	Renewal	22-Apr-20	Registered
Botswana	BW/M/2010/00226	Renewal	27-Apr-20	Registered
Lesotho	LS/M/10/00242	Renewal	05-May-20	Registered
Mexico	1182420	Renewal	21-May-20	Registered
Norway	256312	Renewal	09-Aug-20	Registered
USA	4645382	section 8 & 15	25-Nov-20	Section 8 & 15
Japan	5398252	Renewal	11-Mar-21	Registered
Canada	888527	Renewal	22-Oct-44	Registered
Korea	2010-960	Renewal	14-Jan-20	Registered
South Africa	2010/07718	Renewal	13-Apr-20	Registered
Region	TM reference	Status	Expiry	Registration
China	8078238	Renewal	06-Mar-21	Registered
EU-INT'L	920825	Renewal	08-Jan-27	Registered
Switzerland	572117	Renewal	17-Jan-18	Registered

APPENDIX A-28

PARCEL 28 - DOMAINS

Company	Website Link	Host	Expiry Date	Auto Renew?	Cost	Currency	Term	Forward To
BionX	bionx.biz	Marcaria	4-Sep-18	FALSE	\$ 19.00	USD	1	http://ridebionx.com/
BionX	bionx.ca	Marcaria	4-Sep-18	FALSE	\$ 75.00	USD	1	
BionX	bionx.cn.com	Marcaria	21-Sep-18	FALSE	\$ 65.00	USD	1	http://ridebionx.com/
BionX	bionx.co.in	Marcaria	8-May-19	FALSE	\$ 35.00	USD	1	http://ridebionx.com/
BionX	bionx.co.uk	Marcaria	2-Feb-19	FALSE	\$ 22.00	USD	1	http://ridebionx.com/
BionX	bionx.com	Marcaria	20-Jul-19	FALSE	\$ 10.00	USD	1	
BionX	bionx.in	Marcaria	8-May-19	FALSE	\$ 55.00	USD	1	http://ridebionx.com/
BionX	bionx.mobi	Marcaria	26-Feb-19	FALSE	\$ 35.00	USD	1	http://ridebionx.com/
BionX	bionx.sk	Marcaria	25-Mar-19	FALSE	\$ 84.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.at	Marcaria	1-Jan-19	FALSE	\$ 35.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.ca	Marcaria	11-Jan-19	FALSE	\$ 95.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.ch	Marcaria	25-Jan-19	FALSE	\$ 29.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.cn	Marcaria	6-Jan-19	FALSE	\$ 58.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.co.nz	Marcaria	5-Jan-19	FALSE	\$ 40.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.co.uk	Marcaria	8-Jan-19	FALSE	\$ 22.00	USD	2	http://ridebionx.com/
BionX	bionxinternational.com	Marcaria	22-Nov-18	FALSE	\$ 15.00	USD	1	
BionX	bionxinternational.com.au	Marcaria	10-Jan-19	FALSE	\$ 148.00	USD	2	http://ridebionx.com/
BionX	bionxinternational.de	Marcaria	8-Apr-19	FALSE	\$ 24.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.es	Marcaria	8-Jan-19	FALSE	\$ 21.00	USD	2	http://ridebionx.com/
BionX	bionxinternational.eu	Marcaria	28-Jan-19	FALSE	\$ 29.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.fr	Marcaria	4-Feb-19	FALSE	\$ 54.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.it	Marcaria	13-Mar-19	FALSE	\$ 29.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.jp	Marcaria	26-Mar-19	FALSE	\$ 75.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.net	Marcaria	7-Jan-19	FALSE	\$ 18.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.nl	Marcaria	3-Jan-19	FALSE	\$ 28.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.org	Marcaria	7-Jan-19	FALSE	\$ 18.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.ru	Marcaria	26-Jan-19	FALSE	\$ 35.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.ru.com	Marcaria	25-Jan-19	FALSE	\$ 53.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.us	Marcaria	7-Jan-19	FALSE	\$ 25.00	USD	1	http://ridebionx.com/
BionX	bionxinternational.xxx	Marcaria	12-Dec-18	FALSE	\$ 112.00	USD	1	

Company	Website Link	Host	Expiry Date	Auto Renew?	Cost	Currency	Term	Forward To
BionX	bionxnews.com	Marcaria	18-Apr-19	FALSE	\$ 15.00	USD	1	http://www.bionxinternational.com/
BionX	bionxseascape.com	Marcaria	13-Dec-18	FALSE	\$ 15.00	USD	1	
BionX	bionxseascape.eu	Marcaria	10-Dec-18	FALSE	\$ 29.00	USD	1	http://www.bionxinternational.com/de/produkte/seascape-12/
BionX	bionxseascape.xxx	Marcaria	12-Dec-18	FALSE	\$ 112.00	USD	1	
BionX	bionxstore.com	Marcaria	3-May-19	FALSE	\$ 15.00	USD	1	http://ridebionx.com/
BionX	electric-bikes.ca	Marcaria	1-Mar-19	FALSE	\$ 95.00	USD	1	http://ridebionx.com/
BionX	energymobility.at	Marcaria	14-Jan-19	FALSE	\$ 35.00	USD	1	
BionX	energymobility.com	Marcaria	5-Aug-19	FALSE	\$ 15.00	USD	1	
BionX	eps-system.com	Marcaria	25-Jul-19	FALSE	\$ 15.00	USD	1	http://ridebionx.com/
BionX	poweredbybionx.com	Marcaria	10-Feb-19	FALSE	\$ 15.00	USD	1	http://ridebionx.com/
BionX	poweredbybionx.ru.com	Marcaria	2-Feb-19	FALSE	\$ 53.00	USD	1	http://ridebionx.com/
BionX	poweredbybionx.xxx	Marcaria	12-Dec-18	FALSE	\$ 112.00	USD	1	
BionX	ridebionx website hosting	BlueHost	2-May-20	FALSE	\$ 556.45	USD	1	
BionX	ridebionx.ca	Marcaria	28-Oct-18	FALSE	\$ 75.00	USD	1	http://ridebionx.com/
BionX	ridebionx.com	Marcaria	28-Oct-18	FALSE	\$ 15.00	USD	1	
BionX	ridebionx.com.au	Marcaria	15-Oct-18	FALSE	\$ 168.00	USD	2	
BionX	ridebionx.xxx	Marcaria	17-Nov-18	FALSE	\$ 112.00	USD	1	
BionX	rideseascape.ca	Marcaria	13-Dec-18	FALSE	\$ 75.00	USD	1	http://www.bionxinternational.com/na-en/products/seascape-12/
BionX	rideseascape.com	Marcaria	11-Dec-18	FALSE	\$ 15.00	USD	1	http://www.bionxinternational.com/na-en/products/seascape-12/
BionX	seascape.xxx	Marcaria	12-Dec-18	FALSE	\$ 112.00	USD	1	
BionX	seascapewatercraft.com	Marcaria	7-Apr-19	FALSE	\$ 15.00	USD	1	http://www.bionxseascape.com
BionX	torrero.ca	Marcaria	9-Sep-18	FALSE	\$ 75.00	USD	1	
BionX	torrero-international.com	Marcaria	10-Sep-18	FALSE	\$ 15.00	USD	1	

APPENDIX A-30

PARCEL 30 - SUBSIDIARY SHARES

Shares	Subsidiaries	Country of Incorporation
100% shares	BionX America Inc.	Delaware
100% shares	BionX Europe GmbH	Austria
100% shares	BionX GmbH	Germany
100% shares	Innovator Propulsion Systems (Suzhou) Co, Ltd.	China

APPENDIX A-31

PARCEL 31 - ACCOUNTS RECEIVABLE

Total **\$5,154,726.28**

Classification	Account	Name	ProvState	Invoice #	Invoice Date	Due Date	Days	Balance as at April 27, 2018	Cur
CAD IBD	CAAMEGO01	Amego Electric Vehicles Inc.	ON	CR007733	05/20/16	05/20/16	-712	(\$56.50)	CAD
CAD IBD	CAAMEGO01	Amego Electric Vehicles Inc.	ON	SI016619	08/20/15	08/20/15	-986	\$101.70	CAD
CAD IBD	CABIKED01	BIKE DOCTOR BC	BC	SI022498	01/13/17	02/12/17	-444	\$218.51	CAD
CAD IBD	CASUNCO01	SUN COUNTRY CYCLE	BC		06/26/15	06/26/15	-1,041	(\$94.50)	CAD
CAD IBD	CASUNCO01	SUN COUNTRY CYCLE	BC	CR008263	09/01/16	09/01/16	-608	(\$945.00)	CAD
CAD IBD	CASUNCO01	SUN COUNTRY CYCLE	BC	CR008958	01/23/17	01/23/17	-464	(\$105.00)	CAD
CAD IBD	CASUNCO01	SUN COUNTRY CYCLE	BC	CR010456	12/22/17	01/21/18	-101	(\$892.50)	CAD
CAD IBD	CASUNCO01	SUN COUNTRY CYCLE	BC	CR010636	01/26/18	02/25/18	-66	(\$315.00)	CAD
CAD IBD	CASUNCO01	SUN COUNTRY CYCLE	BC	SI022202	11/30/16	12/30/16	-488	\$152.65	CAD
CAD IBD	CAURBAN01	URBANE CYCLIST	ON	SI022986	03/21/17	04/20/17	-377	\$1.89	CAD
CAD IBD	CAVELOZ01	VELOZONE		SI026972	02/13/18	03/15/18	-48	\$193.51	CAD
CAD IBD	CAALGET01	2425590 MS Ltd (A & L Get Active)	MB		11/30/17	11/30/17	-153	(\$45.09)	CAD
CAD IBD	CAALPEN01	Alpenland Ski & sport Ltd	AB		06/05/17	06/05/17	-331	(\$27.61)	CAD
CAD IBD	CABERNA01	Bernard Larose Enr.	QC		07/28/17	07/28/17	-278	(\$0.02)	CAD
CAD IBD	CABICHU01	Bicycles Huard Inc.	QC	SI015840	06/24/15	07/24/15	-1,013	\$1,006.03	CAD
CAD IBD	CABICHU01	Bicycles Huard Inc.	QC	SI017115	09/30/15	10/30/15	-915	\$1,066.05	CAD
CAD IBD	CABICYC05	BICYCLETES DE HULL	QC	SI027045	02/22/18	03/24/18	-39	\$107.44	CAD
CAD IBD	CABICYC06	LES BICYCLES ST-ONGE INC (CYCLES ST-ONGE	QC		09/14/17	09/14/17	-230	(\$783.24)	CAD
CAD IBD	CABICYC06	LES BICYCLES ST-ONGE INC (CYCLES ST-ONGE	QC	CR009679	07/24/17	07/24/17	-282	(\$94.53)	CAD
CAD IBD	CABICYC06	LES BICYCLES ST-ONGE INC (CYCLES ST-ONGE	QC	MIS000693	02/08/18	03/10/18	-53	\$2.19	CAD
CAD IBD	CABICYC06	LES BICYCLES ST-ONGE INC (CYCLES ST-ONGE	QC	SI026970	02/08/18	03/10/18	-53	\$503.09	CAD
CAD IBD	CABICYC08	Bicyclettes St-Antoine	QC	SI021590	10/06/16	11/05/16	-543	\$20.00	CAD
CAD IBD	CABIKEB01	Bike Bike Inc	AB		05/08/17	05/08/17	-359	(\$226.88)	CAD
CAD IBD	CABIKEB01	Bike Bike Inc	AB		09/23/16	09/23/16	-586	(\$96.08)	CAD
CAD IBD	CABIKEB01	Bike Bike Inc	AB	CR008449	09/22/16	09/22/16	-587	(\$505.70)	CAD
CAD IBD	CABIKEB01	Bike Bike Inc	AB	CR009074	02/17/17	02/17/17	-439	(\$170.37)	CAD
CAD IBD	CABIKEB02	THE BIKE DOCTOR SK	SA		08/18/17	08/18/17	-257	(\$144.50)	CAD
CAD IBD	CABIKEB03	Bike Depot Inc	ON	CR009882	08/30/17	08/30/17	-245	(\$103.40)	CAD
CAD IBD	CABIKEB03	Bike Depot Inc	ON	SI024694	07/12/17	08/11/17	-264	\$454.60	CAD
CAD IBD	CABIKEB03	Bike Depot Inc	ON	SI024945	07/14/17	08/13/17	-262	\$42.88	CAD
CAD IBD	CABIKEF01	Bikeface Cycling	ON		09/29/17	09/29/17	-215	(\$72.92)	CAD
CAD IBD	CABIKEF01	Bikeface Cycling	ON	CR009907	08/31/17	08/31/17	-244	(\$68.93)	CAD
CAD IBD	CABLACK01	Pand Enterprises Inc. (Black's Cycle)	BC		10/27/16	10/27/16	-552	(\$1,035.44)	CAD
CAD IBD	CABLACK01	Pand Enterprises Inc. (Black's Cycle)	BC	SI027018	02/16/18	03/18/18	-45	\$52.50	CAD
CAD IBD	CABOUTI01	Chronocité	QC		07/08/16	07/08/16	-663	(\$66.12)	CAD
CAD IBD	CABOUTI01	Chronocité	QC	CR010132	10/26/17	10/26/17	-188	(\$58.64)	CAD
CAD IBD	CABOUTI01	Chronocité	QC	SI025637	09/19/17	10/19/17	-195	\$1.56	CAD
CAD IBD	CABOUTI01	Chronocité	QC	SI025740	09/26/17	10/26/17	-188	\$6.77	CAD
CAD IBD	CABOUTI02	BOUTIQUE LE PEDALIER	QC	SI020353	06/30/16	07/30/16	-641	\$113.96	CAD
CAD IBD	CABOUTI02	BOUTIQUE LE PEDALIER	QC	SI024706	07/13/17	08/12/17	-263	\$922.45	CAD
CAD IBD	CABOUTI02	BOUTIQUE LE PEDALIER	QC	SI024996	08/01/17	08/31/17	-244	\$28.12	CAD
CAD IBD	CACANAR01	Canary Cycles	NF	SI025001	08/01/17	08/31/17	-244	\$799.57	CAD
CAD IBD	CACENTRE02	CENTRE DU VELO	QC	CR008963	01/23/17	01/23/17	-464	(\$856.14)	CAD
CAD IBD	CACENTRE02	CENTRE DU VELO	QC	CR009709	07/28/17	07/28/17	-278	(\$112.39)	CAD
CAD IBD	CACENTRE02	CENTRE DU VELO	QC	CR010134	10/26/17	10/26/17	-188	(\$1,758.65)	CAD
CAD IBD	CACENTRE02	CENTRE DU VELO	QC	SI025687	09/20/17	10/20/17	-194	\$2,046.08	CAD
CAD IBD	CACLAUD02	CLAUDE JACQUES BICYCLETES	QC	SI025225	08/21/17	09/20/17	-224	\$27.79	CAD
CAD IBD	CACYCLE05	Cycle Electric	ON	SI026868	01/29/18	02/28/18	-63	\$504.01	CAD

Classification	Account	Name	ProvState	Invoice #	Invoice Date	Due Date	Days	Balance as at April 27, 2018	Cur
CAD IBD	CACYCLE06	CYCLESMTIH	NS		02/23/18	02/23/18	-68	(\$119.06)	CAD
CAD IBD	CACYCLE08	1210771 ONTARIO LIMITED (CYCLEPATH OAKVIL	ON	CR008256	08/31/16	08/31/16	-609	(\$1,017.00)	CAD
CAD IBD	CACYCLE08	1210771 ONTARIO LIMITED (CYCLEPATH OAKVIL	ON	SI022381	12/23/16	01/22/17	-465	\$73.95	CAD
CAD IBD	CACYCLE08	1210771 ONTARIO LIMITED (CYCLEPATH OAKVIL	ON	SI023862	05/24/17	06/23/17	-313	\$23.67	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	CR006768	09/08/15	09/08/15	-967	(\$852.72)	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	CR006771	09/11/15	09/11/15	-964	(\$101.70)	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	CR008288	09/09/16	09/09/16	-600	(\$1,591.88)	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	CR010585	01/25/18	02/24/18	-67	(\$137.86)	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	CR010689	01/30/18	03/01/18	-62	(\$1,578.50)	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	SI015159	05/06/15	06/05/15	-1,062	\$2.00	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	SI018041	12/10/15	01/09/16	-844	\$805.13	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	SI019156	03/31/16	04/30/16	-732	\$34.47	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	SI019769	05/16/16	06/15/16	-686	\$774.50	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	SI020122	06/13/16	07/13/16	-658	\$508.50	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	SI022145	11/22/16	12/22/16	-496	\$20.48	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	SI022856	03/06/17	04/05/17	-392	\$75.45	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	SI023155	04/06/17	05/06/17	-361	\$9.10	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	SI023567	05/08/17	06/07/17	-329	\$1,010.72	CAD
CAD IBD	CACYCLE09	793125 Ontario LTD (THE CYCLEPATH Danfort	ON	SI025835	10/03/17	11/02/17	-181	\$1,916.25	CAD
CAD IBD	CACYCLO01	MULTISPORT MIRON INC (CYCLO SPORT LAVAL En	QC		11/10/17	11/10/17	-173	(\$66.23)	CAD
CAD IBD	CACYCLO01	MULTISPORT MIRON INC (CYCLO SPORT LAVAL En	QC	CR010029	09/29/17	09/29/17	-215	(\$837.90)	CAD
CAD IBD	CADARLI01	Darlings Island Bike Shop (Consolvo Bikes)	NB	CR002735	06/17/13	06/17/13	-1,780	(\$56.50)	CAD
CAD IBD	CADARLI01	Darlings Island Bike Shop (Consolvo Bikes)	NB	CR002736	06/17/13	06/17/13	-1,780	(\$812.19)	CAD
CAD IBD	CADARLI01	Darlings Island Bike Shop (Consolvo Bikes)	NB	CR004079	03/17/14	03/17/14	-1,507	(\$93.23)	CAD
CAD IBD	CADARLI01	Darlings Island Bike Shop (Consolvo Bikes)	NB	SI013302	09/23/14	10/23/14	-1,287	\$76.48	CAD
CAD IBD	CADARLI01	Darlings Island Bike Shop (Consolvo Bikes)	NB	SI017067	09/28/15	10/28/15	-917	\$82.77	CAD
CAD IBD	CADARLI01	Darlings Island Bike Shop (Consolvo Bikes)	NB	SI019790	05/18/16	06/17/16	-684	\$110.15	CAD
CAD IBD	CADARLI01	Darlings Island Bike Shop (Consolvo Bikes)	NB	SI020359	06/30/16	07/30/16	-641	\$101.94	CAD
CAD IBD	CADENMA01	Denman Bike Shop Ltd.	BC	SI023760	05/11/17	06/10/17	-326	\$50.01	CAD
CAD IBD	CADENMA01	Denman Bike Shop Ltd.	BC	SI023770	05/12/17	06/11/17	-325	\$102.75	CAD
CAD IBD	CADESMA01	9175-4069 Quebec Inc. (Desmarais Sport)	QC	SI020053	06/07/16	07/07/16	-664	\$931.30	CAD
CAD IBD	CAEASTS01	East Side Cycle & Sports	ON	SI024626	07/11/17	08/10/17	-265	\$892.70	CAD
CAD IBD	CAESPREE01	ESPRESSO SPORTS	QC		11/30/15	11/30/15	-884	(\$73.63)	CAD
CAD IBD	CAFAIRF01	FAIRFIELD BICYCLE	BC	CR010140	10/26/17	10/26/17	-188	(\$60.38)	CAD
CAD IBD	CAFAIRF01	FAIRFIELD BICYCLE	BC	SI027001	02/15/18	03/17/18	-46	\$67.37	CAD
CAD IBD	CAFIRST01	MARTIN DAVID HAMMOND (FIRST CYCLEWORKS)	ON		06/30/16	06/30/16	-671	(\$353.99)	CAD
CAD IBD	CAFIRST01	MARTIN DAVID HAMMOND (FIRST CYCLEWORKS)	ON	SI021908	11/04/16	12/04/16	-514	\$79.05	CAD
CAD IBD	CAFRAME01	Framework Cycle & Fitness, Inc.	NS		05/08/17	05/08/17	-359	(\$50.11)	CAD
CAD IBD	CAGALER01	2753-6721 Quebec Inc (Aux Galeries des spo	QC	CR008442	09/26/16	09/26/16	-583	(\$963.65)	CAD
CAD IBD	CAGERIC01	Gerick Cycle and Ski	BC		01/27/17	01/27/17	-460	(\$913.50)	CAD
CAD IBD	CAGERIC01	Gerick Cycle and Ski	BC	CM000778	11/23/16	11/23/16	-525	(\$53.18)	CAD
CAD IBD	CAGERIC01	Gerick Cycle and Ski	BC	CR009062	02/17/17	02/17/17	-439	(\$313.85)	CAD
CAD IBD	CAGERIC01	Gerick Cycle and Ski	BC	CR009198	03/31/17	03/31/17	-397	(\$32.03)	CAD
CAD IBD	CAGERIC01	Gerick Cycle and Ski	BC	CR010531	01/19/18	01/19/18	-103	(\$147.32)	CAD
CAD IBD	CAGERIC01	Gerick Cycle and Ski	BC	SI022168	11/23/16	11/23/16	-525	\$672.81	CAD
CAD IBD	CAGERIC01	Gerick Cycle and Ski	BC	SI025034	08/04/17	08/04/17	-271	\$26.25	CAD
CAD IBD	CAGOLDS01	Goldstream Ave Bicycles Ltd.	BC	CR002248	02/11/13	02/11/13	-1,906	(\$494.65)	CAD
CAD IBD	CAGOLDS01	Goldstream Ave Bicycles Ltd.	BC	CR003935	01/28/14	01/28/14	-1,555	(\$462.00)	CAD
CAD IBD	CAGOLDS01	Goldstream Ave Bicycles Ltd.	BC	SI010078	11/11/13	12/11/13	-1,603	\$145.88	CAD
CAD IBD	CAGOLDS01	Goldstream Ave Bicycles Ltd.	BC	SI010196	11/25/13	12/25/13	-1,589	\$541.97	CAD
CAD IBD	CAGOLDS01	Goldstream Ave Bicycles Ltd.	BC	SI010576	01/28/14	02/27/14	-1,525	\$514.50	CAD
CAD IBD	CAGOLDS01	Goldstream Ave Bicycles Ltd.	BC	SI018398	02/03/16	03/04/16	-789	\$26.96	CAD
CAD IBD	CAGOLDS01	Goldstream Ave Bicycles Ltd.	BC	SI022399	01/03/17	02/02/17	-454	\$74.09	CAD
CAD IBD	CAIMMEU01	Immeuble Ultra Violet Inc.	QC	SI020541	07/14/16	08/13/16	-627	\$262.49	CAD

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CAD IBD	CAJACQU01	JACQUES DESAULNERS BICYCLES	QC	CR008443	09/26/16	09/26/16	-583	(\$574.88)	CAD
CAD IBD	CAJESS001	JESSOME'S LA SOURCE DU SPORT	NB		10/31/17	10/31/17	-183	(\$998.50)	CAD
CAD IBD	CAKELOW01	JD enterprises (Kelowna Cycle)	BC	CR007808	05/31/16	05/31/16	-701	(\$307.44)	CAD
CAD IBD	CAKELOW01	JD enterprises (Kelowna Cycle)	BC	CR008226	08/30/16	08/30/16	-610	(\$824.12)	CAD
CAD IBD	CAKELOW01	JD enterprises (Kelowna Cycle)	BC	CR009994	09/25/17	09/25/17	-219	(\$495.60)	CAD
CAD IBD	CAKELOW01	JD enterprises (Kelowna Cycle)	BC	SI019941	05/31/16	05/31/16	-701	\$1,484.75	CAD
CAD IBD	CAKELOW01	JD enterprises (Kelowna Cycle)	BC	SI020979	08/19/16	08/19/16	-621	\$276.72	CAD
CAD IBD	CAKELOW01	JD enterprises (Kelowna Cycle)	BC	SI023965	05/29/17	05/29/17	-338	\$495.60	CAD
CAD IBD	CAKELOW01	JD enterprises (Kelowna Cycle)	BC	SI024193	06/12/17	06/12/17	-324	\$402.39	CAD
CAD IBD	CAKOOTE01	Kootenay Cycle Works Inc.	BC	SI022598	02/01/17	03/03/17	-425	\$14.49	CAD
CAD IBD	CAKOOTE01	Kootenay Cycle Works Inc.	BC	SI025559	09/13/17	10/13/17	-201	\$393.66	CAD
CAD IBD	CAKUNST01	1024478 Ontario Inc. (Kunstadt Sports)	ON		10/31/17	10/31/17	-183	(\$147.04)	CAD
CAD IBD	CAMACQU01	PEI Stoneworks Ltd (MacQueen's Bike Shop)	PE		09/09/16	09/09/16	-600	(\$125.17)	CAD
CAD IBD	CAMACQU01	PEI Stoneworks Ltd (MacQueen's Bike Shop)	PE	SI020841	08/08/16	09/07/16	-602	\$12.38	CAD
CAD IBD	CAMATHI02	9118-8813 QUE INC. (MATHIEU PERFORMANCE)	QC	CR009968	09/15/17	09/15/17	-229	(\$1,155.50)	CAD
CAD IBD	CAMATHI02	9118-8813 QUE INC. (MATHIEU PERFORMANCE)	QC	CR010037	10/02/17	10/02/17	-212	(\$1,155.50)	CAD
CAD IBD	CAMATHI02	9118-8813 QUE INC. (MATHIEU PERFORMANCE)	QC	CR010038	10/02/17	10/02/17	-212	(\$134.85)	CAD
CAD IBD	CAMATHI02	9118-8813 QUE INC. (MATHIEU PERFORMANCE)	QC	CR010039	10/02/17	10/02/17	-212	(\$105.21)	CAD
CAD IBD	CAMATHI02	9118-8813 QUE INC. (MATHIEU PERFORMANCE)	QC	CR010113	10/26/17	10/26/17	-188	(\$867.62)	CAD
CAD IBD	CAMATHI02	9118-8813 QUE INC. (MATHIEU PERFORMANCE)	QC	CR010116	10/26/17	10/26/17	-188	(\$867.62)	CAD
CAD IBD	CAMATHI02	9118-8813 QUE INC. (MATHIEU PERFORMANCE)	QC	CR010122	10/26/17	10/26/17	-188	(\$161.69)	CAD
CAD IBD	CAMATHI02	9118-8813 QUE INC. (MATHIEU PERFORMANCE)	QC	CR010124	10/26/17	10/26/17	-188	(\$28.74)	CAD
CAD IBD	CAMATHI02	9118-8813 QUE INC. (MATHIEU PERFORMANCE)	QC	SI026611	12/13/17	01/12/18	-110	\$126.24	CAD
CAD IBD	CANATCY01	ALLARD CYCLES ET SPORTS INC (NAT CYCLES ET	QC	SI012440	07/22/14	08/21/14	-1,350	\$82.13	CAD
CAD IBD	CANORKA01	NORKAM LOCK & CYCLE (1977) LTD	BC	SI024557	07/06/17	08/05/17	-270	\$9.00	CAD
CAD IBD	CAOUTBO01	OUTBOUND CYCLE WESTBANK INC	BC	SI004551	06/18/12	07/18/12	-2,114	\$559.53	CAD
CAD IBD	CAOUTBO01	OUTBOUND CYCLE WESTBANK INC	BC	SI005690	09/06/12	10/06/12	-2,034	\$56.00	CAD
CAD IBD	CAOUTBO01	OUTBOUND CYCLE WESTBANK INC	BC	SI015637	06/08/15	07/08/15	-1,029	\$279.77	CAD
CAD IBD	CAOUTBO01	OUTBOUND CYCLE WESTBANK INC	BC	SI025638	09/19/17	10/19/17	-195	\$162.79	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	CR002243	02/07/13	02/07/13	-1,910	(\$25.23)	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	CR002313	03/06/13	03/06/13	-1,883	(\$28.00)	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	CR005195	09/30/14	09/30/14	-1,310	(\$433.13)	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	CR005800	03/03/15	03/03/15	-1,156	(\$26.25)	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	CR005833	03/16/15	03/16/15	-1,143	(\$53.51)	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	CR007657	04/29/16	04/29/16	-733	(\$64.05)	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI002084	09/14/11	10/14/11	-2,392	\$28.00	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI006064	10/05/12	11/04/12	-2,005	\$28.00	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI007138	02/07/13	03/09/13	-1,880	\$260.69	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI012160	07/07/14	08/06/14	-1,365	\$693.84	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI014019	12/09/14	01/08/15	-1,210	\$150.77	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI014491	02/23/15	03/25/15	-1,134	\$1,018.50	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI014575	03/03/15	04/02/15	-1,126	\$106.01	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI014623	03/10/15	04/09/15	-1,119	\$47.38	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI019479	04/26/16	05/26/16	-706	\$141.90	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI020702	07/27/16	08/26/16	-614	\$892.50	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI021365	09/16/16	10/16/16	-563	\$955.28	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI021635	10/13/16	11/12/16	-536	\$276.42	CAD
CAD IBD	CAOUTPO01	OUTPOST BIKE CO.	BC	SI022641	02/07/17	03/09/17	-419	\$78.32	CAD
CAD IBD	CAPERFO01	PERFORMANCE BÉGIN	QC	SI023313	04/21/17	05/21/17	-346	\$276.33	CAD
CAD IBD	CAPERFO01	PERFORMANCE BÉGIN	QC	SI025547	09/12/17	10/12/17	-202	\$46.80	CAD
CAD IBD	CAPOLOV01	Polo-Velo	QC		05/26/17	05/26/17	-341	(\$809.86)	CAD
CAD IBD	CAPORTA01	PORTAGE CYCLE & SPORT	MB	CR008729	11/16/16	11/16/16	-532	(\$716.63)	CAD
CAD IBD	CAPORTA01	PORTAGE CYCLE & SPORT	MB	SI024242	06/14/17	07/14/17	-292	\$393.81	CAD
CAD IBD	CARAOU01	RAOUL CHAGNON (1986) Inc	QC	SI024511	07/04/17	08/03/17	-272	\$117.20	CAD

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CAD IBD	CARAOL01	RAOUL CHAGNON (1986) Inc	QC	SI024512	07/04/17	08/03/17	-272	\$5.27	CAD
CAD IBD	CAREDSH01	Red Shreds Enterprises	BC	SI024679	07/13/17	08/12/17	-263	\$281.64	CAD
CAD IBD	CAREVOL01	581191 ALBERTA LTD (REVOLUTION CYCLE)	AB	CR009292	04/27/17	04/27/17	-370	(\$210.00)	CAD
CAD IBD	CAREVOL01	581191 ALBERTA LTD (REVOLUTION CYCLE)	AB	SI015187	05/07/15	06/06/15	-1,061	\$9.11	CAD
CAD IBD	CAREVOL01	581191 ALBERTA LTD (REVOLUTION CYCLE)	AB	SI017468	11/03/15	12/03/15	-881	\$106.06	CAD
CAD IBD	CAREVOL01	581191 ALBERTA LTD (REVOLUTION CYCLE)	AB	SI019931	05/30/16	06/29/16	-672	\$211.37	CAD
CAD IBD	CAREVOL01	581191 ALBERTA LTD (REVOLUTION CYCLE)	AB	SI023378	04/27/17	05/27/17	-340	\$426.50	CAD
CAD IBD	CAREVOL01	581191 ALBERTA LTD (REVOLUTION CYCLE)	AB	SI024058	06/02/17	07/02/17	-304	\$1,697.62	CAD
CAD IBD	CAREVOL01	581191 ALBERTA LTD (REVOLUTION CYCLE)	AB	SI024506	07/06/17	08/05/17	-270	\$346.21	CAD
CAD IBD	CARUSSH01	Russ Hays Bicycle shop	BC	CR008602	10/12/16	10/12/16	-567	(\$25.62)	CAD
CAD IBD	CARUSSH01	Russ Hays Bicycle shop	BC	SI021629	10/12/16	11/11/16	-537	\$12.81	CAD
CAD IBD	CASCOOT01	Scooteretti LTD	ON	SI027016	02/16/18	03/18/18	-45	\$654.21	CAD
CAD IBD	CASKIVE01	Ski Velo Vincent Renaud	QC	MIS000618	06/20/17	07/20/17	-286	\$7.25	CAD
CAD IBD	CASKIVE01	Ski Velo Vincent Renaud	QC	SI023426	05/01/17	05/31/17	-336	\$1,543.06	CAD
CAD IBD	CASKIVE01	Ski Velo Vincent Renaud	QC	SI023936	05/29/17	06/28/17	-308	\$798.16	CAD
CAD IBD	CASKIVE01	Ski Velo Vincent Renaud	QC	SI024353	06/21/17	07/21/17	-285	\$604.70	CAD
CAD IBD	CASMITH01	The Smithers Bike shop Ltd. (McBike 4 Spor	BC	CR009387	05/19/17	05/19/17	-348	(\$262.50)	CAD
CAD IBD	CASMITH01	The Smithers Bike shop Ltd. (McBike 4 Spor	BC	SI024590	07/07/17	08/06/17	-269	\$157.26	CAD
CAD IBD	CASPEED01	Speed River Bicycle Inc	ON		01/31/18	01/31/18	-91	(\$652.56)	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	CR009979	09/19/17	09/19/17	-225	(\$7.02)	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	CR010156	10/26/17	10/26/17	-188	(\$1,155.50)	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI021293	09/13/16	10/13/16	-566	\$148.29	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI021485	09/28/16	10/28/16	-551	\$567.93	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI023187	04/11/17	05/11/17	-356	\$1,095.95	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI023254	04/18/17	05/18/17	-349	\$276.33	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI023325	04/24/17	05/24/17	-343	\$213.10	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI023437	05/01/17	05/31/17	-336	\$408.29	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI023715	05/10/17	06/09/17	-327	\$241.26	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI024175	06/09/17	07/09/17	-297	\$1,423.72	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI024783	07/19/17	08/18/17	-257	\$625.63	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI024822	07/21/17	08/20/17	-255	\$24.45	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI024984	08/02/17	09/01/17	-243	\$46.31	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI025049	08/08/17	09/07/17	-237	\$618.01	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI025180	08/16/17	09/15/17	-229	\$628.04	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI025376	08/30/17	09/29/17	-215	\$109.62	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI025572	09/13/17	10/13/17	-201	\$17.03	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI025644	09/19/17	10/19/17	-195	\$271.46	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI025653	09/19/17	10/19/17	-195	\$57.49	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI025720	09/25/17	10/25/17	-189	\$30.96	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI025813	10/02/17	11/01/17	-182	\$80.76	CAD
CAD IBD	CASPOMA01	SPORTS MARCEL LANGLOIS	QC	SI026016	10/18/17	11/17/17	-166	\$1,217.19	CAD
CAD IBD	CASPORT02	SPORTS DAVIS	QC	CR006489	07/15/15	07/15/15	-1,022	(\$574.44)	CAD
CAD IBD	CASPORT02	SPORTS DAVIS	QC	CR007016	10/14/15	10/14/15	-931	(\$553.74)	CAD
CAD IBD	CASPORT02	SPORTS DAVIS	QC	SI015700	06/11/15	07/11/15	-1,026	\$57.49	CAD
CAD IBD	CASPORT02	SPORTS DAVIS	QC	SI016049	07/10/15	08/09/15	-997	\$312.82	CAD
CAD IBD	CASPORT02	SPORTS DAVIS	QC	SI017267	10/14/15	11/13/15	-901	\$1,054.90	CAD
CAD IBD	CASPORT02	SPORTS DAVIS	QC	SI023440	05/01/17	05/31/17	-336	\$39.05	CAD
CAD IBD	CASPORT05	SPORT NERON INC	QC	CR003050	08/15/13	08/15/13	-1,721	(\$659.96)	CAD
CAD IBD	CASPORT05	SPORT NERON INC	QC	CR003548	10/24/13	10/24/13	-1,651	(\$178.07)	CAD
CAD IBD	CASPORT05	SPORT NERON INC	QC	MIS000401	06/11/15	06/27/15	-1,040	\$4.67	CAD
CAD IBD	CASPORT05	SPORT NERON INC	QC	SI008738	07/12/13	08/11/13	-1,725	\$1,473.52	CAD
CAD IBD	CASPORT05	SPORT NERON INC	QC	SI009999	10/29/13	11/28/13	-1,616	\$899.07	CAD
CAD IBD	CASPORT05	SPORT NERON INC	QC	SI011414	05/05/14	06/04/14	-1,428	\$81.99	CAD
CAD IBD	CASPORT05	SPORT NERON INC	QC	SI012550	07/28/14	08/27/14	-1,344	\$82.91	CAD

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CAD IBD	CASPORT05	SPORT NERON INC	QC	SI015473	05/27/15	06/26/15	-1,041	\$94.49	CAD
CAD IBD	CASPORT05	SPORT NERON INC	QC	SI015937	06/30/15	07/30/15	-1,007	\$32.83	CAD
CAD IBD	CASPORT05	SPORT NERON INC	QC	SI021488	09/28/16	10/28/16	-551	\$1,000.28	CAD
CAD IBD	CASPORT05	SPORT NERON INC	QC	SI025287	08/24/17	09/23/17	-221	\$431.95	CAD
CAD IBD	CASWEET01	1217563 ONTARIO INC (SWEET PETE'S BICYCLE	ON	SI026318	11/10/17	12/10/17	-143	\$29.44	CAD
CAD IBD	CATHECY01	THE CYCLEPATH	AB		06/30/17	06/30/17	-306	(\$72.24)	CAD
CAD IBD	CATHECY01	THE CYCLEPATH	AB	CR010578	01/25/18	02/24/18	-67	(\$764.16)	CAD
CAD IBD	CATIBOB01	TIBO BICYK	QC		08/28/12	08/28/12	-2,073	(\$875.05)	CAD
CAD IBD	CATIBOB01	TIBO BICYK	QC	CR009605	06/30/17	06/30/17	-306	(\$1,155.50)	CAD
CAD IBD	CATIBOB01	TIBO BICYK	QC	SI024707	07/13/17	08/12/17	-263	\$471.46	CAD
CAD IBD	CATIBOB01	TIBO BICYK	QC	SI024798	07/20/17	08/19/17	-256	\$117.21	CAD
CAD IBD	CATOTAL01	Totally Spoked INc	ON	SI026001	10/17/17	11/16/17	-167	\$118.49	CAD
CAD IBD	CAVALLE01	Valley Stove & Cycle Ltd.	NS	CR010446	12/22/17	01/21/18	-101	(\$168.36)	CAD
CAD IBD	CAVELOD01	VELO DE LA COTE INC.	QC	CR010231	11/17/17	11/17/17	-166	(\$134.85)	CAD
CAD IBD	CAVELOM01	Velomania Inc	QC	SI023959	05/30/17	06/29/17	-307	\$80.88	CAD
CAD IBD	CAVELOS02	9347-4641 Quebec Inc (VÉLO ST-JOSEPH)	QC		07/15/16	07/15/16	-656	(\$11.51)	CAD
CAD IBD	CAVELOS03	AQUA ESTRIE INC (VELO SHERMONT)	QC		09/16/16	09/16/16	-593	(\$32.77)	CAD
CAD IBD	CAVELOS03	AQUA ESTRIE INC (VELO SHERMONT)	QC		10/13/17	10/13/17	-201	(\$791.42)	CAD
CAD IBD	CAVELOS04	9067-5984 Wc Inc (VELO STATION)	QC		05/08/17	05/08/17	-359	(\$657.34)	CAD
CAD IBD	CAVELOS04	9067-5984 Wc Inc (VELO STATION)	QC	SI025101	08/11/17	09/10/17	-234	\$141.64	CAD
CAD IBD	CAVELOZ02	BOUTIQUE VELOZONE INC	QC		10/31/17	10/31/17	-183	(\$763.89)	CAD
CAD IBD	CAVELOZ02	BOUTIQUE VELOZONE INC	QC		07/15/16	07/15/16	-656	(\$862.31)	CAD
CAD IBD	CAVELOZ02	BOUTIQUE VELOZONE INC	QC		09/22/17	09/22/17	-222	(\$97.44)	CAD
CAD IBD	CAVELOZ02	BOUTIQUE VELOZONE INC	QC	SI023863	05/24/17	06/23/17	-313	\$6.62	CAD
CAD IBD	CAWENTI01	Wentings Cycle Shop Ltd	BC	SI023516	05/05/17	06/04/17	-332	\$6.41	CAD
CAD IBD	CAWENTI01	Wentings Cycle Shop Ltd	BC	SI026388	11/16/17	12/16/17	-137	\$129.14	CAD
CAD IBD	CAWENTI01	Wentings Cycle Shop Ltd	BC	SI026740	01/09/18	02/08/18	-83	\$0.68	CAD
CAD IBD	CAFRENE01	FRENETTE BICYCLETES	QC	CR010230	11/17/17	12/17/17	-136	(\$902.41)	CAD
CAD IBD	CAJVBIK01	JV BIKE SALES AND RENTALS	BC	CR010318	11/30/17	12/30/17	-123	(\$792.35)	CAD
CAD IBD	CAJVBIK01	JV BIKE SALES AND RENTALS	BC	SI025302	08/25/17	09/24/17	-220	\$816.61	CAD
CAD IBD	CAJVBIK01	JV BIKE SALES AND RENTALS	BC	SI026146	10/27/17	11/26/17	-157	\$94.50	CAD
CAD IBD	CAROCKY01	ROCKY CYCLE	BC	SI010529	01/20/14	02/19/14	-1,533	\$739.13	CAD
CAD IBD	CAROCKY01	ROCKY CYCLE	BC	SI010530	01/20/14	02/19/14	-1,533	\$441.92	CAD
CAD IBD	CAROCKY01	ROCKY CYCLE	BC	SI014312	01/26/15	02/25/15	-1,162	\$315.00	CAD
CAD IBD	CAROCKY01	ROCKY CYCLE	BC	SI014537	02/26/15	03/28/15	-1,131	\$264.51	CAD
CAD IBD	CAROCKY01	ROCKY CYCLE	BC	SI017981	12/04/15	01/03/16	-850	\$819.00	CAD
CAD IBD	CAROCKY01	ROCKY CYCLE	BC	SI019025	03/17/16	04/16/16	-746	\$592.61	CAD
CAD IBD	CASARTO01	SARTO GAGNE SPORT		CR010020	09/27/17	09/27/17	-217	(\$1,155.50)	CAD
CAD IBD	CASARTO01	SARTO GAGNE SPORT		SI024856	07/24/17	08/23/17	-252	\$35.07	CAD
CAD IBD	CASARTO01	SARTO GAGNE SPORT		SI025763	09/27/17	10/27/17	-187	\$1,165.85	CAD
CAD IBD	CASARTO01	SARTO GAGNE SPORT		SI026877	01/30/18	03/01/18	-62	\$47.05	CAD
CAD IBD	CASIMON01	SIMON'S CYCLES LTD	BC	CR009560	06/23/17	06/23/17	-313	(\$61.61)	CAD
CAD IBD	CASPOR401	SPORTS 4 SAISONS	QC		09/29/17	09/29/17	-215	(\$42.53)	CAD
CAD IBD	CASPOR401	SPORTS 4 SAISONS	QC	CR010059	10/11/17	11/10/17	-173	(\$663.96)	CAD
CAD IBD	CASPOR401	SPORTS 4 SAISONS	QC	CR010316	11/30/17	11/30/17	-153	(\$126.24)	CAD
CAD IBD	CASPOR401	SPORTS 4 SAISONS	QC	SI025496	09/07/17	10/07/17	-207	\$682.96	CAD
CAD IBD	CASPOR401	SPORTS 4 SAISONS	QC	SI025615	09/18/17	10/18/17	-196	\$70.59	CAD
CAD IBD	CASPOR401	SPORTS 4 SAISONS	QC	SI025829	10/03/17	11/02/17	-181	\$135.94	CAD
CAD IBD	CASPOR401	SPORTS 4 SAISONS	QC	SI025891	10/06/17	11/05/17	-178	\$441.59	CAD
CAD IBD	CASPOR401	SPORTS 4 SAISONS	QC	SI025937	10/11/17	11/10/17	-173	\$682.46	CAD
CAD IBD	CASPOR401	SPORTS 4 SAISONS	QC	SI026177	10/16/17	11/15/17	-168	\$159.03	CAD
CAD IBD	CASPOR401	SPORTS 4 SAISONS	QC	SI026282	11/09/17	12/09/17	-144	\$58.18	CAD
CAD IBD	CASPOR401	SPORTS 4 SAISONS	QC	SI026337	11/13/17	12/13/17	-140	\$115.00	CAD
CAD IBD	CASPOR401	SPORTS 4 SAISONS	QC	SI026874	01/29/18	02/28/18	-63	\$654.85	CAD

Classification	Account	Name	ProvState	Invoice #	Invoice Date	Due Date	Days	Balance as at April 27, 2018	Cur
CAD IBD	CASPORT01	SPORT BAZAR 2002 INC	QC		10/31/17	10/31/17	-183	(\$137.08)	CAD
CAD IBD	CASPORT01	SPORT BAZAR 2002 INC	QC		11/30/17	11/30/17	-153	(\$579.55)	CAD
CAD IBD	CASPORT01	SPORT BAZAR 2002 INC	QC		11/10/17	11/10/17	-173	(\$71.56)	CAD
CAD IBD	CASPORT01	SPORT BAZAR 2002 INC	QC		11/30/17	11/30/17	-153	(\$579.55)	CAD
CAD IBD	CAABCCY01	ABC CYCLES & SPORTS LTEE	QC	CR010185	11/01/17	11/01/17	-182	(\$134.85)	CAD
CAD IBD	CAABCCY01	ABC CYCLES & SPORTS LTEE	QC	SI026198	11/01/17	11/01/17	-182	\$150.95	CAD
CAD IBD	CABARKI01	Barking Spider Mountain Bike	BC	SI020114	06/06/16	06/06/16	-695	\$367.50	CAD
CAD IBD	CABOUT06	Boutique de Velo Cadence Inc	QC	CR010117	10/26/17	10/26/17	-188	(\$112.38)	CAD
CAD IBD	CABOUT06	Boutique de Velo Cadence Inc	QC	SI024964	08/01/17	08/01/17	-274	\$202.14	CAD
CAD IBD	CACENTR04	Central Cycle & Sport	ON	CR010303	11/30/17	11/30/17	-153	(\$886.91)	CAD
CAD IBD	CACENTR04	Central Cycle & Sport	ON	SI024394	06/26/17	07/26/17	-280	\$945.38	CAD
CAD IBD	CACITEC01	Vancouver Cit-E-cycles	BC	CR008779	11/24/16	11/24/16	-524	(\$792.35)	CAD
CAD IBD	CACITEC01	Vancouver Cit-E-cycles	BC	CR009152	03/24/17	03/24/17	-404	(\$792.35)	CAD
CAD IBD	CACYCLE03	CYCLES SOLUTIONS	ON	SI018859	02/29/16	03/30/16	-763	\$65.43	CAD
CAD IBD	CAFREEW01	Freewheeling Adventures Incorporated	NS	CR010145	10/26/17	10/26/17	-188	(\$57.50)	CAD
CAD IBD	CAFREEW01	Freewheeling Adventures Incorporated	NS	SI025707	09/22/17	10/22/17	-192	\$57.50	CAD
CAD IBD	CAGOLEC01	Goletric Inc.	ON	CR009919	08/31/17	08/31/17	-244	(\$113.00)	CAD
CAD IBD	CAISLAN01	ISLAND CYCLE	BC	CR010713	01/31/18	03/02/18	-61	(\$210.00)	CAD
CAD IBD	CAISLAN02	Mid Island Silviculture Ltd dba Island Cyc	BC	SI021864	11/02/16	12/02/16	-516	\$64.61	CAD
CAD IBD	CAISLAN02	Mid Island Silviculture Ltd dba Island Cyc	BC	SI025197	08/17/17	09/16/17	-228	\$837.51	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	CR006503	07/22/15	07/22/15	-1,015	(\$744.47)	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	CR009492	06/13/17	06/13/17	-323	(\$43.64)	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	CR009493	06/13/17	06/13/17	-323	(\$35.07)	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	MIS000323	08/27/14	09/26/14	-1,314	\$8.05	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI005768	09/12/12	10/12/12	-2,028	\$203.67	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI015402	05/22/15	06/21/15	-1,046	\$298.28	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI017357	10/22/15	11/21/15	-893	\$47.24	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI019581	05/04/16	06/03/16	-698	\$39.83	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI020672	07/26/16	08/25/16	-615	\$735.87	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI023326	04/24/17	05/24/17	-343	\$50.17	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI023428	05/01/17	05/31/17	-336	\$55.04	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI023933	05/29/17	06/28/17	-308	\$684.59	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI024028	06/01/17	07/01/17	-305	\$799.57	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI024207	06/12/17	07/12/17	-294	\$324.08	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI024425	06/27/17	07/27/17	-279	\$770.83	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI024520	07/04/17	08/03/17	-272	\$742.00	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI024521	07/04/17	08/03/17	-272	\$132.22	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI024584	07/07/17	08/06/17	-269	\$111.89	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI024645	07/12/17	08/11/17	-264	\$627.03	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI024919	07/28/17	08/27/17	-248	\$742.00	CAD
CAD IBD	CAJHLAM01	JH LAMONTAGNE SPORTS	QC	SI025729	09/26/17	10/26/17	-188	\$47.13	CAD
CAD IBD	CALYNNV01	Lynn Valley Bicycle Corp	BC	CR010010	09/14/17	09/14/17	-230	(\$839.99)	CAD
CAD IBD	CALYNNV01	Lynn Valley Bicycle Corp	BC	SI020076	06/09/16	07/09/16	-662	\$9.15	CAD
CAD IBD	CAPOWER01	POWER IN MOTION	AB	SI025850	10/04/17	11/03/17	-180	\$131.63	CAD
CAD IBD	CAPOWER01	POWER IN MOTION	AB	SI026083	10/24/17	11/23/17	-160	\$173.03	CAD
CAD IBD	CAPOWER01	POWER IN MOTION	AB	SI026335	11/13/17	12/13/17	-140	\$653.40	CAD
CAD IBD	CARECKL03	Reckless electric Bicycle Company Ltd.	BC	SI019420	04/21/16	05/21/16	-711	\$787.50	CAD
CAD IBD	CARECKL03	Reckless electric Bicycle Company Ltd.	BC	SI024149	06/08/17	07/08/17	-298	\$1,677.03	CAD
CAD IBD	CARECKL03	Reckless electric Bicycle Company Ltd.	BC	SI025668	09/21/17	10/21/17	-193	\$106.09	CAD
CAD IBD	CASAPPE01	SAPPERTON BIKE SHOP LTD (CAP'S BICYCLE SH	BC	SI026286	11/09/17	12/09/17	-144	\$61.40	CAD
CAD IBD	CASKOOK01	Skookum Cycle & Ski Ltd	BC	SI021275	09/12/16	09/12/16	-597	\$706.39	CAD
CAD IBD	CASPICY01	Spicy Sports Inc.	BC	CR009472	06/07/17	06/07/17	-329	(\$128.10)	CAD
CAD IBD	CASPICY01	Spicy Sports Inc.	BC	SI024139	06/07/17	06/07/17	-329	\$792.35	CAD
CAD IBD	CASPORT09	SPORTEK (1270266 Ontario Inc.)	ON		10/13/17	10/13/17	-201	(\$12.41)	CAD

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CAD IBD	CAVELO201	VELO 2000 INC.	QC	CR008512	09/28/16	09/28/16	-581	(\$867.62)	CAD
CAD IBD	CAVELO201	VELO 2000 INC.	QC	SI025739	09/26/17	10/26/17	-188	\$81.86	CAD
CAD IBD	CAVELO201	VELO 2000 INC.	QC	SI026088	10/24/17	11/23/17	-160	\$117.13	CAD
CAD IBD	CACHEAP02	Cheapskates	ON	CR008917	01/13/17	01/13/17	-474	(\$852.72)	CAD
CAD IBD	CACHEAP02	Cheapskates	ON	SI020483	07/12/16	07/12/16	-659	\$852.72	CAD
CAD IBD	CAREPUB01	Republic Bicycles Incorporated	BC	CR010064	10/12/17	10/12/17	-202	(\$52.50)	CAD
CAD IBD	CAREPUB01	Republic Bicycles Incorporated	BC	SI025959	10/12/17	10/12/17	-202	\$52.46	CAD
CAD IBD	CARIDER01	Riders Cycle & Board Inc.	ON	CR010301	11/30/17	11/30/17	-153	(\$1,466.46)	CAD
CAD IBD	CARICKC01	Rick Cycle Inc.	ON	CR010700	01/31/18	03/02/18	-61	(\$265.55)	CAD
CAD OEM	CADEVIN01	Cycles Devinci Inc.	QC	SI025494	09/07/17	09/07/17	-237	\$251.20	CAD
CAD OEM	CASOLEX01	Solex International Cycle Inc.	QC		01/25/13	01/25/13	-1,923	(\$35.89)	CAD
CAD OEM	CASOLEX01	Solex International Cycle Inc.	QC	CM000507	08/08/13	08/08/13	-1,728	(\$1,724.63)	CAD
CAD OEM	CASOLEX01	Solex International Cycle Inc.	QC	CR002030	12/11/12	12/11/12	-1,968	(\$2,173.03)	CAD
CAD OEM	CASOLEX01	Solex International Cycle Inc.	QC	SI006724	12/11/12	12/11/12	-1,968	\$1,455.58	CAD
CAD OEM	CASOLEX01	Solex International Cycle Inc.	QC	SI009044	08/01/13	08/01/13	-1,735	\$59.62	CAD
CAD OEM	CASOLEX01	Solex International Cycle Inc.	QC	SI009175	08/16/13	08/16/13	-1,720	\$1,512.59	CAD
CAD OEM	CASOLEX01	Solex International Cycle Inc.	QC	SI009333	08/26/13	08/26/13	-1,710	\$105.25	CAD
CAD OEM	USAUCOI01	Au Coin du Pedaleur	QC	MIS000441	10/20/15	10/20/15	-925	\$1.91	USD
CAD OEM	USAUCOI01	Au Coin du Pedaleur	QC	SI017335	10/20/15	10/20/15	-925	\$91.64	USD
CAD OEM	USDEVIN01	Cycles Devinci Inc.	QC	CR005976	04/20/15	04/20/15	-1,108	(\$908.71)	USD
CAD OEM	USDEVIN01	Cycles Devinci Inc.	QC	MIS000372	03/31/15	03/31/15	-1,128	\$173.44	USD
CAD OEM	USDEVIN01	Cycles Devinci Inc.	QC	SI014781	03/31/15	03/31/15	-1,128	\$0.02	USD
CAD OEM	USOHMCY01	OHM CYCLES LTD	BC	CM000903	02/27/18	02/27/18	-64	(\$5,000.00)	USD
CAD OEM	USOHMCY01	OHM CYCLES LTD	BC	CR009824	08/16/17	08/16/17	-259	(\$525.00)	USD
CAD OEM	USOHMCY01	OHM CYCLES LTD	BC	CR010294	11/30/17	11/30/17	-153	(\$83.85)	USD
CAD OEM	USOHMCY01	OHM CYCLES LTD	BC	CR010356	11/30/17	11/30/17	-153	(\$46.58)	USD
CAD OEM	USOHMCY01	OHM CYCLES LTD	BC	SI026813	01/26/18	01/26/18	-96	\$11,169.38	USD
ELBY	EUELBYB01	Elby Bike Europe GmbH		CM000913	02/27/18	02/27/18	-64	(\$7,590.57)	EUR
ELBY	EUELBYB01	Elby Bike Europe GmbH		MIS000636	08/31/17	08/31/17	-244	\$23,541.02	EUR
ELBY	EUELBYB01	Elby Bike Europe GmbH		MIS000644	10/25/17	10/25/17	-189	\$7,590.57	EUR
ELBY	EUELBYB01	Elby Bike Europe GmbH		MIS000654	11/29/17	11/29/17	-154	\$154.19	EUR
ELBY	EUELBYB01	Elby Bike Europe GmbH		MIS000659	12/29/17	12/29/17	-124	\$151.03	EUR
ELBY	EUELBYB01	Elby Bike Europe GmbH		SI022788	03/01/17	03/01/17	-427	\$12,840.00	EUR
ELBY	EUELBYB01	Elby Bike Europe GmbH		SI023006	03/23/17	03/23/17	-405	\$20,124.00	EUR
ELBY	EUELBYB01	Elby Bike Europe GmbH		SI023216	04/13/17	04/13/17	-384	\$59,697.00	EUR
ELBY	EUELBYB01	Elby Bike Europe GmbH		SI023468	05/03/17	05/03/17	-364	\$8,157.60	EUR
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		CM000911	02/27/18	02/27/18	-64	(\$9,566.58)	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		CM000912	02/27/18	02/27/18	-64	(\$19,771.20)	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		CR008879	12/14/16	12/14/16	-504	(\$662.56)	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		CR008881	12/14/16	12/14/16	-504	(\$34.87)	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		CR009382	05/17/17	05/17/17	-350	(\$7,598.28)	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		CR009428	05/31/17	05/31/17	-336	(\$3,516.71)	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		MIS000635	08/31/17	08/31/17	-244	\$1,755.00	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		MIS000641	10/25/17	10/25/17	-189	\$19,771.20	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		MIS000642	10/25/17	10/25/17	-189	\$9,566.58	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI022289	12/12/16	12/12/16	-506	\$346.39	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI022582	01/24/17	01/24/17	-463	\$871.00	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI022836	03/03/17	03/03/17	-425	\$9,516.86	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI022837	03/03/17	03/03/17	-425	\$223.06	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI023184	04/11/17	04/11/17	-386	\$18.62	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI023505	05/05/17	05/05/17	-362	\$223,478.69	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI023803	05/16/17	05/16/17	-351	\$261.30	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI023986	05/23/17	05/23/17	-344	\$3,795.68	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI024048	06/02/17	06/02/17	-334	\$1,045.20	USD

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ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI024915	07/28/17	07/28/17	-278	\$452.00	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI025057	08/03/17	08/03/17	-272	\$9,520.25	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI025417	09/06/17	09/06/17	-238	\$116.28	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI025885	10/12/17	10/12/17	-202	\$4,186.65	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI026641	12/15/17	12/15/17	-138	\$2,220.45	USD
ELBY	USELBYB01	ELBY Bike Co. (2384543 Ontario Inc.)		SI027080	02/27/18	02/27/18	-64	\$6,661.35	USD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	CM000819	07/31/17	07/31/17	-275	(\$1,447.79)	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000594	02/13/17	02/13/17	-443	\$0.52	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000602	03/28/17	03/28/17	-400	\$196.75	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000603	03/28/17	03/28/17	-400	\$3,757.25	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000604	03/28/17	03/28/17	-400	\$711.90	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000609	05/08/17	05/08/17	-359	\$71,658.30	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000629	07/31/17	07/31/17	-275	\$2,716.77	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000630	07/31/17	07/31/17	-275	\$288.15	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000634	08/31/17	08/31/17	-244	\$193.23	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000645	10/25/17	10/25/17	-189	\$288.15	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000647	10/31/17	10/31/17	-183	\$473,657.58	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000648	11/20/17	11/20/17	-163	\$7,041.47	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000651	11/29/17	11/29/17	-154	\$10,041.50	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000652	11/29/17	11/29/17	-154	\$152.55	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000660	12/29/17	12/29/17	-124	\$192.10	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000664	12/22/17	12/22/17	-131	\$88,080.01	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000689	01/31/18	01/31/18	-91	\$179.35	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000690	01/31/18	01/31/18	-91	\$4,158.16	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000691	01/31/18	01/31/18	-91	\$52.91	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000692	01/31/18	01/31/18	-91	\$115.18	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000696	02/27/18	02/27/18	-64	\$384.80	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000697	02/27/18	02/27/18	-64	\$35.00	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000698	02/27/18	02/27/18	-64	\$2,610.82	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000699	02/27/18	02/27/18	-64	\$1,485.95	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000702	02/27/18	02/27/18	-64	\$18,287.72	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000703	02/27/18	02/27/18	-64	\$59.79	CAD
ELBY	CA2384501	ELBY Bike Co. (2384543 Ontario Inc.)	ON	MIS000704	02/27/18	02/27/18	-64	\$186,533.62	CAD
EM	USBIKEA01	Bike Academy (Platoon cycles)		CM000657	03/16/15	03/16/15	-1,143	(\$2,069.50)	USD
EM	USBIKEA01	Bike Academy (Platoon cycles)		CR007094	10/30/15	10/30/15	-915	(\$75.00)	USD
EM	USBIKEA01	Bike Academy (Platoon cycles)		CR009544	06/23/17	06/23/17	-313	(\$559.62)	USD
EM	USBIKEA01	Bike Academy (Platoon cycles)		SI017332	10/20/15	10/20/15	-925	\$240.78	USD
EM	USBIKEA01	Bike Academy (Platoon cycles)		SI022360	12/13/16	12/13/16	-505	\$704.78	USD
EM	USCOAST02	Coast cycles Pte Ltd		CR006175	05/27/15	05/27/15	-1,071	(\$375.00)	USD
EM	USGLOBA01	Global Climbing Trading L.L.C.		MIS000342	10/22/14	10/22/14	-1,288	\$40.11	USD
EM	USGUANG01	Guangzhou Jianguang Lighting Co., Ltd			05/19/15	05/19/15	-1,079	(\$5.94)	USD
EM	USMREBI01	Mr.Ebikes Pty Ltd		CR010232	11/17/17	11/17/17	-166	(\$37.50)	USD
EM	USMREBI01	Mr.Ebikes Pty Ltd		CR010464	12/22/17	12/22/17	-131	(\$465.00)	USD
EM	USMREBI01	Mr.Ebikes Pty Ltd		CR010545	01/25/18	01/25/18	-97	(\$481.62)	USD
EM	USMREBI01	Mr.Ebikes Pty Ltd		SI026433	11/22/17	11/22/17	-161	\$11.64	USD
EM	USVORAC01	Voracity Co., Ltd.	Beitou Dis	SI015920	06/30/15	06/30/15	-1,037	\$694.33	USD
EM	USSYDNE01	Sydney electric bikes		CR010791	02/26/18	02/26/18	-65	(\$400.00)	USD
EUR DIST	USAIRTO01	AIRTOOL AG		CM000844	12/22/17	02/20/18	-71	(\$4,310.93)	USD
EUR DIST	USAIRTO01	AIRTOOL AG		CR009946	09/06/17	09/06/17	-238	(\$102.68)	USD
EUR DIST	USAIRTO01	AIRTOOL AG		CR010282	11/20/17	01/19/18	-103	(\$530.40)	USD
EUR DIST	USAIRTO01	AIRTOOL AG		CR010283	11/20/17	01/19/18	-103	(\$1,060.80)	USD
EUR DIST	USAIRTO01	AIRTOOL AG		CR010434	12/22/17	02/20/18	-71	(\$3,118.84)	USD
EUR DIST	USAIRTO01	AIRTOOL AG		CR010435	12/22/17	02/20/18	-71	(\$8,398.98)	USD
EUR DIST	USAIRTO01	AIRTOOL AG		CR010442	12/22/17	02/20/18	-71	(\$19,894.21)	USD

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EUR DIST	USAIRTO01	AIRTOOL AG		CR010453	12/22/17	02/20/18	-71	(\$14,297.57)	USD
EUR DIST	USAIRTO01	AIRTOOL AG		CR010454	12/22/17	02/20/18	-71	(\$10,153.50)	USD
EUR DIST	USAIRTO01	AIRTOOL AG		CR010467	12/22/17	02/20/18	-71	(\$14,822.61)	USD
EUR DIST	USAIRTO01	AIRTOOL AG		CR010468	12/22/17	02/20/18	-71	(\$6,032.80)	USD
EUR DIST	USAIRTO01	AIRTOOL AG		SI024872	07/25/17	09/23/17	-221	\$5,067.04	USD
EUR DIST	USAIRTO01	AIRTOOL AG		SI025879	10/06/17	12/05/17	-148	\$9,658.13	USD
EUR DIST	USAIRTO01	AIRTOOL AG		SI026204	11/02/17	01/01/18	-121	\$4,274.00	USD
EUR DIST	USAIRTO01	AIRTOOL AG		SI026205	11/02/17	01/01/18	-121	\$18,561.14	USD
EUR DIST	USAIRTO01	AIRTOOL AG		SI026504	11/27/17	01/26/18	-96	\$43,816.00	USD
EUR DIST	USAIRTO01	AIRTOOL AG		SI026632	12/14/17	02/12/18	-79	\$10,207.20	USD
EUR OEM	USHPVEL01	HP Velotechnik OHG			08/28/15	08/28/15	-978	(\$10.00)	USD
EUR OEM	USHPVEL01	HP Velotechnik OHG			02/23/18	02/23/18	-68	(\$882.00)	USD
EUR OEM	USHPVEL01	HP Velotechnik OHG		CR009945	09/01/17	10/01/17	-213	(\$2.40)	USD
EUR OEM	USHPVEL01	HP Velotechnik OHG		MIS000424	08/11/15	09/10/15	-965	\$42.00	USD
EUR OEM	USHPVEL01	HP Velotechnik OHG		SI016623	08/20/15	09/19/15	-956	\$54.00	USD
EUR OEM	USHPVEL01	HP Velotechnik OHG		SI020486	07/12/16	08/11/16	-629	\$48.00	USD
EUR OEM	USHPVEL01	HP Velotechnik OHG		SI025272	08/23/17	09/22/17	-222	\$24.00	USD
EUR OEM	USHPVEL01	HP Velotechnik OHG		SI025317	08/25/17	09/24/17	-220	\$2.40	USD
EUR OEM	USHPVEL01	HP Velotechnik OHG		SI026978	02/13/18	03/15/18	-48	\$882.00	USD
EUR OEM	USSCHUC01	Schuchmann GmbH & Co. KG		CR009190	03/30/17	03/30/17	-398	(\$823.94)	USD
EUR OEM	USSCHUC01	Schuchmann GmbH & Co. KG		CR009334	05/08/17	05/08/17	-359	(\$14.10)	USD
Hawley	USHAWLE01	Hawley, LLC	SC		08/09/17	08/09/17	-266	(\$0.01)	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI022860	03/07/17	04/06/17	-391	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI022861	03/07/17	04/06/17	-391	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI022874	03/07/17	04/06/17	-391	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI023543	05/05/17	06/04/17	-332	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI023545	05/05/17	06/04/17	-332	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI023547	05/05/17	06/04/17	-332	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI023551	05/05/17	06/04/17	-332	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI023552	05/05/17	06/04/17	-332	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI023553	05/10/17	06/09/17	-327	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI024723	07/13/17	08/12/17	-263	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI024726	07/14/17	08/13/17	-262	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI024728	07/13/17	08/12/17	-263	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI024729	07/14/17	08/13/17	-262	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI024731	07/13/17	08/12/17	-263	\$0.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI026995	02/14/18	03/16/18	-47	\$11,228.00	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI027070	02/23/18	03/25/18	-38	\$9,007.65	USD
Hawley	USHAWLE01	Hawley, LLC	SC	SI027071	02/23/18	03/25/18	-38	\$9,127.00	USD
Hawley	USFAUST01	Faustman, Fred	CA	CR008092	07/29/16	07/29/16	-642	(\$50.00)	USD
Hawley	USFAUST01	Faustman, Fred	CA	SI020591	07/20/16	07/20/16	-651	\$57.50	USD
InterHost	EUIINTER01	Intercycle		CR007334	01/19/16	01/19/16	-834	(\$22.00)	EUR
InterHost	USINTER01	INTERCYCLE AG			07/11/16	07/11/16	-660	(\$1,200.00)	USD
InterHost	USINTER01	INTERCYCLE AG		CR008039	07/27/16	07/27/16	-644	(\$29,252.37)	USD
InterHost	USINTER01	INTERCYCLE AG		CR008108	08/13/16	08/13/16	-627	(\$20,453.14)	USD
InterHost	USINTER01	INTERCYCLE AG		CR008742	11/15/16	11/15/16	-533	(\$8,428.49)	USD
InterHost	USINTER01	INTERCYCLE AG		CR008743	11/16/16	11/16/16	-532	(\$394.54)	USD
InterHost	USINTER01	INTERCYCLE AG		CR009037	02/14/17	02/14/17	-442	(\$8,470.94)	USD
InterHost	USINTER01	INTERCYCLE AG		CR009078	02/24/17	02/24/17	-432	(\$3,737.33)	USD
InterHost	USINTER01	INTERCYCLE AG		CR009079	02/24/17	02/24/17	-432	(\$76.10)	USD
InterHost	USINTER01	INTERCYCLE AG		CR009127	03/09/17	03/09/17	-419	(\$7,670.06)	USD
InterHost	USINTER01	INTERCYCLE AG		CR009139	03/15/17	03/15/17	-413	(\$6,830.00)	USD
InterHost	USINTER01	INTERCYCLE AG		CR009441	06/02/17	06/02/17	-334	(\$20,259.71)	USD
InterHost	USINTER01	INTERCYCLE AG		CR009454	06/06/17	06/06/17	-330	(\$8,919.12)	USD

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InterHost	USINTER01	INTERCYCLE AG		CR009583	06/26/17	06/26/17	-310	(\$6,278.83)	USD
InterHost	USINTER01	INTERCYCLE AG		SI022483	01/12/17	01/12/17	-475	\$3.60	USD
InterHost	USINTER01	INTERCYCLE AG		SI022698	02/15/17	02/15/17	-441	\$299.60	USD
InterHost	USINTER01	INTERCYCLE AG		SI023462	05/02/17	05/02/17	-365	\$3.60	USD
InterHost	USINTER01	INTERCYCLE AG		SI023773	05/12/17	05/12/17	-355	\$145.80	USD
InterHost	USSPONU01	Sports Nut GmbH		CR007338	01/20/16	01/20/16	-833	(\$423.06)	USD
Lambert	CACYCLE01	Cycles Lambert	QC	CM000907	02/27/18	03/29/18	-34	(\$58,127.00)	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	CM000908	02/27/18	03/29/18	-34	(\$472.80)	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	CM000909	02/27/18	03/29/18	-34	(\$66,831.52)	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	CR010814	02/15/18	03/17/18	-46	(\$261.80)	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	MIS000705	02/27/18	03/29/18	-34	\$58,127.00	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	SI026897	01/31/18	03/02/18	-61	\$65.45	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	SI026898	01/31/18	03/02/18	-61	\$13,900.14	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	SI026899	01/31/18	03/02/18	-61	\$210,862.85	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	SI026953	02/09/18	03/11/18	-52	\$41,928.08	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	SI026954	02/09/18	03/11/18	-52	\$40,269.99	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	SI026955	02/09/18	03/11/18	-52	\$71,616.26	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	SI026956	02/09/18	03/11/18	-52	\$3,799.92	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	SI027025	02/20/18	03/22/18	-41	\$65,774.33	CAD
Lambert	CACYCLE01	Cycles Lambert	QC	SI027026	02/20/18	03/22/18	-41	\$31,136.31	CAD
Matra	USMATRA01	MATRA MANUFACTURING & SERVICES		CR005781	02/26/15	02/26/15	-1,161	(\$794.00)	USD
Matra	USMATRA01	MATRA MANUFACTURING & SERVICES		SI014521	02/25/15	02/25/15	-1,162	\$331.41	USD
Orbea	USORBEA01	Orbea, S.Coop		CR004536	06/18/14	06/18/14	-1,414	(\$356.40)	USD
Orbea	USORBEA01	Orbea, S.Coop		SI011105	04/03/14	05/03/14	-1,460	\$110.00	USD
Other	CAANDER01	Anderson, Casey	ON	CR008532	09/22/16	09/22/16	-587	(\$1,130.00)	CAD
Other	CAANDER01	Anderson, Casey	ON	SI027091	04/27/18	04/27/18	-5	\$50.00	CAD
Other	CAJOYAL01	Joyal, Alexandre		MIS000570	10/07/16	10/07/16	-572	\$87.73	CAD
Other	CAMORAL01	Morales, Jonathan	ON		06/23/15	06/23/15	-1,044	(\$50.00)	CAD
Other	CAMORAL01	Morales, Jonathan	ON		01/18/16	01/18/16	-835	(\$50.00)	CAD
Other	CAMORAL01	Morales, Jonathan	ON		12/04/15	12/04/15	-880	(\$50.00)	CAD
Other	CAMORAL01	Morales, Jonathan	ON		05/26/15	05/26/15	-1,072	(\$50.00)	CAD
Other	CAMORAL01	Morales, Jonathan	ON		02/18/15	02/18/15	-1,169	(\$100.00)	CAD
Other	CAMORAL01	Morales, Jonathan	ON		09/05/14	09/05/14	-1,335	(\$27.11)	CAD
Other	CAMORAL01	Morales, Jonathan	ON		05/04/16	05/04/16	-728	(\$50.00)	CAD
Other	CAMORAL01	Morales, Jonathan	ON		02/02/18	02/02/18	-89	(\$50.00)	CAD
Other	CAMORAL01	Morales, Jonathan	ON		01/21/15	01/21/15	-1,197	(\$100.00)	CAD
Other	USLAPDB01	LAPD Bicycle Coordination Unit	CA	SI026776	01/17/18	02/16/18	-75	\$2,999.99	USD
Other	USRUFUS02	Rufus Latinamerica Inc. (Kioto Store)		CR010813	02/27/18	02/27/18	-64	(\$200.00)	USD
Other	CAHITEC01	Hi Tech Recycling	ON	MIS000601	03/03/17	04/02/17	-395	\$0.03	CAD
Other OEM	USIDEAL01	Ideal Bike Corporation		SI024281	06/16/17	06/16/17	-320	\$1,367.48	USD
Other OEM	USIDEAL01	Ideal Bike Corporation		SI024588	07/07/17	07/07/17	-299	\$44.10	USD
Rose	USROSE01	ROSE BIKES GMBH		CR005857	03/23/15	03/23/15	-1,136	(\$16,957.48)	USD
SUB	USDLGPO01	DLG Energy (Shanghai) Co., Ltd		CM000829	09/14/17	11/13/17	-170	(\$4,078.73)	USD
SUB	USDLGPO01	DLG Energy (Shanghai) Co., Ltd		CR007985	07/13/16	07/13/16	-658	(\$159.90)	USD
SUB	USDLGPO01	DLG Energy (Shanghai) Co., Ltd		CR010157	10/27/17	10/27/17	-187	(\$546.66)	USD
SUB	USDLGPO01	DLG Energy (Shanghai) Co., Ltd		MIS000649	11/23/17	01/22/18	-100	\$546.66	USD
SUB	USDLGPO01	DLG Energy (Shanghai) Co., Ltd		SI017793	11/26/15	01/25/16	-828	\$311.59	USD
SUB	USDLGPO01	DLG Energy (Shanghai) Co., Ltd		SI018601	02/18/16	04/18/16	-744	\$932.30	USD
SUB	USDLGPO01	DLG Energy (Shanghai) Co., Ltd		SI018602	02/18/16	04/18/16	-744	\$730.38	USD
SUB	USDLGPO01	DLG Energy (Shanghai) Co., Ltd		SI019607	05/04/16	07/03/16	-668	\$714.00	USD
SUB	USDLGPO01	DLG Energy (Shanghai) Co., Ltd		SI022401	01/03/17	03/04/17	-424	\$787.50	USD
SUB	USDLGPO01	DLG Energy (Shanghai) Co., Ltd		SI022995	03/22/17	05/21/17	-346	\$762.86	USD
SUB	USDLGPO01	DLG Energy (Shanghai) Co., Ltd		SI026428	11/22/17	01/21/18	-101	\$9,100.00	USD

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Trek Diam	EUDIAMA01	Diamant		CR008985	01/25/17	02/24/17	-432	(\$177.53)	EUR
Trek Diam	EUDIAMA01	Diamant		SI027007	02/15/18	03/17/18	-46	\$14,403.20	EUR
Trek Diam	EUTREKB01	TREK - BIKE EUROPE B.V.		CM000902	02/27/18	04/13/18	-19	(\$3,928.82)	EUR
Trek Diam	EUTREKB01	TREK - BIKE EUROPE B.V.		CR010508	01/16/18	03/02/18	-61	(\$3,659.26)	EUR
Trek Diam	EUTREKB01	TREK - BIKE EUROPE B.V.		CR010789	02/20/18	04/06/18	-26	(\$4,337.92)	EUR
Trek Diam	EUTREKB01	TREK - BIKE EUROPE B.V.		SI024433	06/19/17	08/03/17	-272	\$619.81	EUR
Trek Diam	EUTREKB01	TREK - BIKE EUROPE B.V.		SI026754	01/11/18	02/25/18	-66	\$492.00	EUR
USD IBD	USPRACT01	PRACTICAL CYCLE	CA	SI026186	11/01/17	04/01/18	-31	\$2,135.08	USD
USD IBD	USPRACT01	PRACTICAL CYCLE	CA	SI026186	11/01/17	05/01/18	-1	\$2,135.08	USD
USD IBD	USPRACT01	PRACTICAL CYCLE	CA	SI026186	11/01/17	06/01/18	30	\$2,135.07	USD
USD IBD	USVELOF01	Velofix Holdings USA Inc. (Yellow Jersey S	DE	CR010260	11/20/17	11/20/17	-163	(\$50.00)	USD
USD IBD	USVELOF01	Velofix Holdings USA Inc. (Yellow Jersey S	DE	CR010334	11/30/17	11/30/17	-153	(\$119.99)	USD
USD IBD	USBACKR01	Backroads	UT	SI027090	04/26/18	04/26/18	-6	\$353.41	USD
USD IBD	USNYCEW02	NYCEWHEELS INC.	NY	CR010579	01/25/18	03/11/18	-52	(\$735.00)	USD
USD IBD	USNYCEW02	NYCEWHEELS INC.	NY	CR010582	01/25/18	03/11/18	-52	(\$840.00)	USD
USD IBD	USNYCEW02	NYCEWHEELS INC.	NY	CR010618	01/26/18	03/12/18	-51	(\$600.00)	USD
USD IBD	USNYCEW02	NYCEWHEELS INC.	NY	CR010675	01/30/18	03/16/18	-47	(\$200.00)	USD
USD IBD	USNYCEW02	NYCEWHEELS INC.	NY	CR010837	02/27/18	04/13/18	-19	(\$384.99)	USD
USD IBD	USNYCEW02	NYCEWHEELS INC.	NY	SI014452	02/17/15	05/01/15	-1,097	\$0.00	USD
USD IBD	USNYCEW02	NYCEWHEELS INC.	NY	SI014452	02/17/15	06/01/15	-1,066	\$0.00	USD
USD IBD	USNYCEW02	NYCEWHEELS INC.	NY	SI026250	11/07/17	04/01/18	-31	\$4,089.56	USD
USD IBD	USNYCEW02	NYCEWHEELS INC.	NY	SI026250	11/07/17	05/01/18	-1	\$4,089.56	USD
USD IBD	USNYCEW02	NYCEWHEELS INC.	NY	SI026250	11/07/17	06/01/18	30	\$4,089.56	USD
USD IBD	USNYCEW02	NYCEWHEELS INC.	NY	SI026792	01/18/18	03/04/18	-59	\$21.23	USD
USD IBD	USNYCEW02	NYCEWHEELS INC.	NY	SI026919	02/02/18	03/19/18	-44	\$964.35	USD
USD IBD	USTHEGR01	The Green Commuter LLC	MD	CR010004	09/25/17	09/25/17	-219	(\$450.32)	USD
USD IBD	USTHEGR01	The Green Commuter LLC	MD	CR010399	12/07/17	12/07/17	-146	(\$120.00)	USD
USD IBD	USTHEGR01	The Green Commuter LLC	MD	CR010810	02/27/18	02/27/18	-64	(\$350.00)	USD
USD IBD	USADVEN01	Adventure Electric Bicycles, LLC	TX	SI026721	01/05/18	05/05/18	3	\$1,452.99	USD
USD IBD	USARBCY01	ARB Cyclery, LLC	CA	CR010547	01/25/18	02/24/18	-67	(\$857.50)	USD
USD IBD	USARBCY01	ARB Cyclery, LLC	CA	SI020340	06/29/16	07/29/16	-642	\$984.66	USD
USD IBD	USBACCH01	Bacchetta Bicycles, Inc.	FL	SI026426	11/21/17	04/01/18	-31	\$3,965.56	USD
USD IBD	USBACCH01	Bacchetta Bicycles, Inc.	FL	SI026426	11/21/17	05/01/18	-1	\$3,965.56	USD
USD IBD	USBACCH01	Bacchetta Bicycles, Inc.	FL	SI026426	11/21/17	06/01/18	30	\$3,965.56	USD
USD IBD	USBALTI01	Baltimore Bicycle works	MD	SI026973	02/13/18	03/15/18	-48	\$1,419.35	USD
USD IBD	USBIKEH01	The Bike Hub LLC	WI	SI026298	11/09/17	05/01/18	-1	\$1,087.39	USD
USD IBD	USBIKEH01	The Bike Hub LLC	WI	SI026298	11/09/17	06/01/18	30	\$1,087.39	USD
USD IBD	USBIKEN05	Bike N Fit (The Bicycle & Fitness company)	WI		08/18/17	08/18/17	-257	\$733.75	USD
USD IBD	USBIKEN05	Bike N Fit (The Bicycle & Fitness company)	WI	CR009986	09/20/17	09/20/17	-224	(\$747.50)	USD
USD IBD	USBIKET02	Bike Tech	IA	SI026292	11/09/17	05/01/18	-1	\$865.39	USD
USD IBD	USBIKET02	Bike Tech	IA	SI026292	11/09/17	06/01/18	30	\$865.40	USD
USD IBD	USBLOOM01	Bloomfield Bicycle & Repair Shop Inc.	CT	CM000893	01/22/18	02/21/18	-70	(\$168.75)	USD
USD IBD	USBRITT01	Britton Bike shop		SI026890	01/31/18	03/02/18	-61	\$1,345.45	USD
USD IBD	USBRITT01	Britton Bike shop		SI026908	02/01/18	03/03/18	-60	\$236.45	USD
USD IBD	USCHARL02	Charlotte cycles	NC	SI024120	06/06/17	07/06/17	-300	\$27.01	USD
USD IBD	USCHARL02	Charlotte cycles	NC	SI026062	10/23/17	04/01/18	-31	\$990.12	USD
USD IBD	USCHARL02	Charlotte cycles	NC	SI026062	10/23/17	05/01/18	-1	\$990.12	USD
USD IBD	USCHARL02	Charlotte cycles	NC	SI026062	10/23/17	06/01/18	30	\$990.11	USD

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USD IBD	USCHARL02	Charlotte cycles	NC	SI026536	12/04/17	01/03/18	-119	\$117.48	USD
USD IBD	USFAIRF01	Fairfield Cyclery	OH	CR009933	09/01/17	09/01/17	-243	(\$5,646.00)	USD
USD IBD	USFAIRF01	Fairfield Cyclery	OH	SI025209	08/18/17	09/17/17	-227	\$5,646.00	USD
USD IBD	USFAIRF01	Fairfield Cyclery	OH	SI025418	09/01/17	04/01/18	-31	\$2,065.26	USD
USD IBD	USFAIRF01	Fairfield Cyclery	OH	SI025418	09/01/17	05/01/18	-1	\$2,065.26	USD
USD IBD	USFAIRF01	Fairfield Cyclery	OH	SI025418	09/01/17	06/01/18	30	\$2,065.26	USD
USD IBD	USFAIRF01	Fairfield Cyclery	OH	SI025419	09/01/17	04/01/18	-31	\$5,204.28	USD
USD IBD	USFAIRF01	Fairfield Cyclery	OH	SI026946	02/08/18	03/10/18	-53	\$25.00	USD
USD IBD	USGEOFF01	Geoff's Bike and Ski Inc.	IA	SI021115	08/30/16	09/29/16	-580	\$170.73	USD
USD IBD	USHOFFS01	Hoffs Bikesmith	WY	CR010144	10/26/17	10/26/17	-188	(\$100.00)	USD
USD IBD	USJOHNS02	John's Trikes & Bikes (John's Bicycles, LL	TX	SI022369	12/22/16	04/01/17	-396	\$0.00	USD
USD IBD	USJOHNS02	John's Trikes & Bikes (John's Bicycles, LL	TX	SI026004	10/17/17	05/01/18	-1	\$2,187.81	USD
USD IBD	USJOHNS02	John's Trikes & Bikes (John's Bicycles, LL	TX	SI026004	10/17/17	06/01/18	30	\$2,187.82	USD
USD IBD	USJOHNS02	John's Trikes & Bikes (John's Bicycles, LL	TX	SI026201	11/02/17	05/01/18	-1	\$3,398.76	USD
USD IBD	USJOHNS02	John's Trikes & Bikes (John's Bicycles, LL	TX	SI026201	11/02/17	06/01/18	30	\$3,398.77	USD
USD IBD	USOAKCI01	Oak City Cycling Project	NC	SI023870	05/24/17	06/23/17	-313	\$76.93	USD
USD IBD	USPROBI01	Pro Bike, Inc	OK		11/30/17	11/30/17	-153	(\$1,874.43)	USD
USD IBD	USPROBI01	Pro Bike, Inc	OK	CR010358	11/30/17	12/30/17	-123	(\$400.00)	USD
USD IBD	USPROBI01	Pro Bike, Inc	OK	CR010686	01/30/18	03/01/18	-62	(\$201.99)	USD
USD IBD	USPROBI01	Pro Bike, Inc	OK	SI025957	10/12/17	11/11/17	-172	\$500.00	USD
USD IBD	USPROBI01	Pro Bike, Inc	OK	SI026835	01/25/18	02/24/18	-67	\$2,698.97	USD
USD IBD	USRMICY01	R&M Cyclery Inc	IL	SI022814	03/01/17	03/31/17	-397	\$120.00	USD
USD IBD	USRMICY01	R&M Cyclery Inc	IL	SI026284	11/09/17	12/09/17	-144	\$31.99	USD
USD IBD	USRMICY01	R&M Cyclery Inc	IL	SI026365	11/15/17	12/15/17	-138	\$29.64	USD
USD IBD	USSUGAR02	Sugar Valley Bicycle	OH	SI026202	11/02/17	04/01/18	-31	\$5,051.60	USD
USD IBD	USSUGAR02	Sugar Valley Bicycle	OH	SI026202	11/02/17	05/01/18	-1	\$5,051.60	USD
USD IBD	USSUGAR02	Sugar Valley Bicycle	OH	SI026202	11/02/17	06/01/18	30	\$5,051.60	USD
USD IBD	USTHEBI09	The Bike Shop LLC	VA	SI021032	08/23/16	09/22/16	-587	\$80.43	USD
USD IBD	USTRAIL07	Trailside.bike LLC	FL	SI026425	11/21/17	04/01/18	-31	\$9,075.20	USD
USD IBD	USTRAIL07	Trailside.bike LLC	FL	SI026425	11/21/17	05/01/18	-1	\$9,075.20	USD
USD IBD	USTRAIL07	Trailside.bike LLC	FL	SI026425	11/21/17	06/01/18	30	\$9,075.20	USD
USD IBD	USWINT01	Winter Garden Wheel Works, LLC	FL	SI026984	02/14/18	03/16/18	-47	\$2,568.69	USD
USD IBD	USBICSP01	Bicycle Sport Shop Inc.	TX		09/09/16	09/09/16	-600	(\$481.62)	USD
USD IBD	USCYCWO01	Cycle Works	KS	SI010164	11/20/13	04/01/14	-1,492	\$0.00	USD
USD IBD	USCYCWO01	Cycle Works	KS	SI026507	11/30/17	04/01/18	-31	\$2,446.86	USD
USD IBD	USCYCWO01	Cycle Works	KS	SI026507	11/30/17	05/01/18	-1	\$2,446.86	USD
USD IBD	USCYCWO01	Cycle Works	KS	SI026507	11/30/17	06/01/18	30	\$2,446.86	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	CR010226	11/15/17	04/01/18	-31	(\$5,060.27)	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	CR010226	11/15/17	05/01/18	-1	(\$5,060.27)	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	CR010226	11/15/17	06/01/18	30	(\$5,060.28)	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	CR010804	02/26/18	03/28/18	-35	(\$200.00)	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	CR010815	02/26/18	03/28/18	-35	(\$349.00)	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	SI014241	01/14/15	04/01/15	-1,127	\$0.00	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	SI022326	12/15/16	04/01/17	-396	\$0.00	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	SI022326	12/15/16	05/01/17	-366	\$0.00	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	SI025733	09/26/17	04/01/18	-31	\$315.00	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	SI025733	09/26/17	05/01/18	-1	\$315.00	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	SI025733	09/26/17	06/01/18	30	\$314.99	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	SI025773	09/28/17	04/01/18	-31	\$511.25	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	SI025773	09/28/17	05/01/18	-1	\$511.25	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	SI025773	09/28/17	06/01/18	30	\$511.26	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	SI026147	10/31/17	04/01/18	-31	\$5,060.27	USD
USD IBD	USDOGWO01	Dogwood Junction Trike Shop	AR	SI026147	10/31/17	05/01/18	-1	\$5,060.27	USD

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USD IBD	USDOGW001	Dogwood Junction Trike Shop	AR	SI026147	10/31/17	06/01/18	30	\$5,060.28	USD
USD IBD	USDOGW001	Dogwood Junction Trike Shop	AR	SI026384	11/15/17	04/01/18	-31	\$4,897.04	USD
USD IBD	USDOGW001	Dogwood Junction Trike Shop	AR	SI026384	11/15/17	05/01/18	-1	\$4,897.04	USD
USD IBD	USDOGW001	Dogwood Junction Trike Shop	AR	SI026384	11/15/17	06/01/18	30	\$4,897.04	USD
USD IBD	USDOGW001	Dogwood Junction Trike Shop	AR	SI026450	11/22/17	04/01/18	-31	\$3,198.40	USD
USD IBD	USDOGW001	Dogwood Junction Trike Shop	AR	SI026450	11/22/17	05/01/18	-1	\$3,198.40	USD
USD IBD	USDOGW001	Dogwood Junction Trike Shop	AR	SI026450	11/22/17	06/01/18	30	\$3,198.40	USD
USD IBD	USDOGW001	Dogwood Junction Trike Shop	AR	SI026921	02/02/18	03/04/18	-59	\$57.90	USD
USD IBD	USDOGW001	Dogwood Junction Trike Shop	AR	SI027073	02/26/18	03/28/18	-35	\$524.75	USD
USD IBD	USEASYS01	Easy Street Recumbents	TX	SI026379	11/15/17	04/01/18	-31	\$3,471.84	USD
USD IBD	USEASYS01	Easy Street Recumbents	TX	SI026379	11/15/17	05/01/18	-1	\$4,316.19	USD
USD IBD	USEASYS01	Easy Street Recumbents	TX	SI026379	11/15/17	06/01/18	30	\$4,316.20	USD
USD IBD	USRCHA01	RICHARDSON BIKE MART	TX		02/23/18	02/23/18	-68	(\$3.36)	USD
USD IBD	USTEXAS01	Texas Electric Power Systems (ElectricRide	TX	CR008988	01/18/17	01/18/17	-469	(\$198.00)	USD
USD IBD	USTEXAS01	Texas Electric Power Systems (ElectricRide	TX	SI013697	10/28/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USTEXAS01	Texas Electric Power Systems (ElectricRide	TX	SI013697	10/28/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USTEXAS01	Texas Electric Power Systems (ElectricRide	TX	SI014059	12/12/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USTEXAS01	Texas Electric Power Systems (ElectricRide	TX	SI014059	12/12/14	06/01/15	-1,066	\$0.00	USD
USD IBD	USBOBSB02	BOB'S BICYCLE SERVICE	MD		09/14/17	09/14/17	-230	(\$26.74)	USD
USD IBD	USBOBSB02	BOB'S BICYCLE SERVICE	MD	CR008582	10/17/16	10/17/16	-562	(\$857.50)	USD
USD IBD	USBOBSB02	BOB'S BICYCLE SERVICE	MD	SI021186	09/02/16	10/02/16	-577	\$350.00	USD
USD IBD	USBOBSB02	BOB'S BICYCLE SERVICE	MD	SI026983	02/13/18	03/15/18	-48	\$200.00	USD
USD IBD	USHYBRI02	Hybrid Pedals LLC	VA	CR009147	03/24/17	03/24/17	-404	(\$80.00)	USD
USD IBD	USHYBRI02	Hybrid Pedals LLC	VA	SI014197	01/07/15	01/07/15	-1,211	\$848.72	USD
USD IBD	USMOUNT01	MOUNT AIRY BICYCLES	MD	CR010548	01/25/18	02/24/18	-67	(\$754.62)	USD
USD IBD	USMOUNT01	MOUNT AIRY BICYCLES	MD	SI014272	01/20/15	04/01/15	-1,127	\$0.00	USD
USD IBD	USMOUNT01	MOUNT AIRY BICYCLES	MD	SI026230	11/06/17	05/01/18	-1	\$1,818.96	USD
USD IBD	USMOUNT01	MOUNT AIRY BICYCLES	MD	SI026230	11/06/17	06/01/18	30	\$1,818.96	USD
USD IBD	USREVOL05	Revolution Cycles, Inc.	VA	CR008344	09/21/16	09/21/16	-588	(\$25.00)	USD
USD IBD	USREVOL05	Revolution Cycles, Inc.	VA	CR008354	09/21/16	09/21/16	-588	(\$100.00)	USD
USD IBD	USREVOL05	Revolution Cycles, Inc.	VA	CR009115	03/06/17	03/06/17	-422	(\$728.80)	USD
USD IBD	USREVOL05	Revolution Cycles, Inc.	VA	CR010535	01/19/18	02/18/18	-73	(\$754.62)	USD
USD IBD	USREVOL05	Revolution Cycles, Inc.	VA	SI022048	11/10/16	12/10/16	-508	\$806.00	USD
USD IBD	USREVOL05	Revolution Cycles, Inc.	VA	SI022667	02/13/17	03/15/17	-413	\$808.80	USD
USD IBD	USABSOL01	Absolute Bikes, Inc.	AZ	CR008528	09/26/16	09/26/16	-583	(\$1,509.24)	USD
USD IBD	USABSOL01	Absolute Bikes, Inc.	AZ	CR009213	03/31/17	03/31/17	-397	(\$25.00)	USD
USD IBD	USABSOL01	Absolute Bikes, Inc.	AZ	SI014157	12/23/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USABSOL01	Absolute Bikes, Inc.	AZ	SI017137	10/01/15	05/01/16	-731	\$0.00	USD
USD IBD	USABSOL01	Absolute Bikes, Inc.	AZ	SI022919	03/13/17	04/12/17	-385	\$43.16	USD
USD IBD	USABSOL01	Absolute Bikes, Inc.	AZ	SI025208	08/18/17	09/17/17	-227	\$51.13	USD
USD IBD	USAJOB01	AJO BIKES	AZ	SI027034	02/21/18	03/23/18	-40	\$1,289.35	USD
USD IBD	USBICCE02	The Bicycle Cellar, Inc	AZ	SI017296	10/15/15	11/14/15	-900	\$63.08	USD
USD IBD	USBICCE02	The Bicycle Cellar, Inc	AZ	SI017415	10/28/15	11/27/15	-887	\$118.16	USD
USD IBD	USBICCE02	The Bicycle Cellar, Inc	AZ	SI026922	02/02/18	03/04/18	-59	\$530.98	USD
USD IBD	USFOUNT01	Fountain Hills Bike LLC	AZ	SI022851	03/06/17	04/05/17	-392	\$18.16	USD
USD IBD	USSUNNS01	SUN'N SPOKES, INC.			12/11/15	12/11/15	-873	(\$86.61)	USD
USD IBD	USSUNNS01	SUN'N SPOKES, INC.		CR008964	01/23/17	01/23/17	-464	(\$38.50)	USD
USD IBD	USSUNNS01	SUN'N SPOKES, INC.		SI021679	10/24/16	11/23/16	-525	\$56.54	USD
USD IBD	USAJENT01	AJ Enterprises inc (The Bike Palace)	CA	CR008897	12/23/16	12/23/16	-495	(\$45.00)	USD
USD IBD	USALLAM01	The Bike Shop Temecula (All American Motor	CA	SI019681	05/11/16	06/10/16	-691	\$128.29	USD

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USD IBD	USALLAM01	The Bike Shop Temecula (All American Motor	CA	SI019835	05/24/16	06/23/16	-678	\$89.09	USD
USD IBD	USBECYC01	beCycle	CA	SI013698	10/28/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USBENTU01	Bent Up Cycles	CA	SI026406	11/17/17	04/01/18	-31	\$2,168.28	USD
USD IBD	USBENTU01	Bent Up Cycles	CA	SI026406	11/17/17	05/01/18	-1	\$2,168.28	USD
USD IBD	USBENTU01	Bent Up Cycles	CA	SI026406	11/17/17	06/01/18	30	\$2,168.27	USD
USD IBD	USBENTU01	Bent Up Cycles	CA	SI026529	12/01/17	12/31/17	-122	\$59.99	USD
USD IBD	USBENTU01	Bent Up Cycles	CA	SI026672	12/21/17	01/20/18	-102	\$3,233.05	USD
USD IBD	USCYCQU01	Cycle Quest LLC	CA	SI013670	10/24/14	06/01/15	-1,066	\$748.63	USD
USD IBD	USCYCQU01	Cycle Quest LLC	CA	SI014084	12/15/14	05/01/15	-1,097	\$198.46	USD
USD IBD	USCYCQU01	Cycle Quest LLC	CA	SI014084	12/15/14	06/01/15	-1,066	\$449.83	USD
USD IBD	USCYCQU01	Cycle Quest LLC	CA	SI016493	08/12/15	09/11/15	-964	\$6.08	USD
USD IBD	USDRJBI01	Dr. J's Bicycle Shop	CA	SI014480	02/20/15	03/22/15	-1,137	\$991.53	USD
USD IBD	USDRJBI01	Dr. J's Bicycle Shop	CA	SI018325	01/25/16	02/24/16	-798	\$4,013.05	USD
USD IBD	USELECT03	ELECTRIC CYCLERY	CA	SI026778	01/17/18	02/16/18	-75	\$10.25	USD
USD IBD	USELECT03	ELECTRIC CYCLERY	CA	SI026852	01/26/18	02/25/18	-66	\$25.50	USD
USD IBD	USELECT03	ELECTRIC CYCLERY	CA	SI026923	02/02/18	03/04/18	-59	\$268.35	USD
USD IBD	USELECT03	ELECTRIC CYCLERY	CA	SI027078	02/12/18	03/14/18	-49	\$10.50	USD
USD IBD	USELECT06	ELECTRIC BIKES LA, INC.	CA	SI026182	10/31/17	04/01/18	-31	\$2,447.08	USD
USD IBD	USELECT06	ELECTRIC BIKES LA, INC.	CA	SI026182	10/31/17	05/01/18	-1	\$2,447.08	USD
USD IBD	USELECT06	ELECTRIC BIKES LA, INC.	CA	SI026182	10/31/17	06/01/18	30	\$2,447.07	USD
USD IBD	USMETRO02	Metro Cyclery LLC	CA	SI011038	03/27/14	05/01/14	-1,462	\$0.00	USD
USD IBD	USMETRO02	Metro Cyclery LLC	CA	SI014399	02/09/15	05/01/15	-1,097	\$0.00	USD
USD IBD	USMOBSH01	The Mob Shop, Inc	CA	SI011007	03/25/14	04/01/14	-1,492	\$0.00	USD
USD IBD	USMOBSH01	The Mob Shop, Inc	CA	SI011007	03/25/14	05/01/14	-1,462	\$0.00	USD
USD IBD	USMOBSH01	The Mob Shop, Inc	CA	SI011007	03/25/14	06/01/14	-1,431	\$0.00	USD
USD IBD	USMOBSH01	The Mob Shop, Inc	CA	SI018358	01/28/16	02/27/16	-795	\$43.13	USD
USD IBD	USMOBSH01	The Mob Shop, Inc	CA	SI019875	05/26/16	06/25/16	-676	\$42.90	USD
USD IBD	USQBIKE01	QBIKE	CA	SI014073	12/12/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USQBIKE01	QBIKE	CA	SI014073	12/12/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USQBIKE01	QBIKE	CA	SI014073	12/12/14	06/01/15	-1,066	\$0.00	USD
USD IBD	USRCHA02	Richard's Cyclery	CA	CR010665	01/26/18	02/25/18	-66	(\$200.00)	USD
USD IBD	USRCHA02	Richard's Cyclery	CA	SI025870	10/05/17	04/01/18	-31	\$606.23	USD
USD IBD	USRCHA02	Richard's Cyclery	CA	SI025870	10/05/17	05/01/18	-1	\$606.23	USD
USD IBD	USRCHA02	Richard's Cyclery	CA	SI025870	10/05/17	06/01/18	30	\$606.24	USD
USD IBD	USRCHA02	Richard's Cyclery	CA	SI026259	11/08/17	04/01/18	-31	\$1,364.18	USD
USD IBD	USRCHA02	Richard's Cyclery	CA	SI026259	11/08/17	05/01/18	-1	\$1,364.18	USD
USD IBD	USRCHA02	Richard's Cyclery	CA	SI026259	11/08/17	06/01/18	30	\$1,364.17	USD
USD IBD	USRCHA02	Richard's Cyclery	CA	SI026492	11/29/17	12/29/17	-124	\$1,502.40	USD
USD IBD	USRCHA02	Richard's Cyclery	CA	SI026865	01/26/18	02/25/18	-66	\$259.44	USD
USD IBD	USRCHA02	Richard's Cyclery	CA	SI026988	02/14/18	03/16/18	-47	\$55.00	USD
USD IBD	USTRYXR01	T. RYX RECUMBENT TRIKES	CA	SI014058	12/12/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USTRYXR01	T. RYX RECUMBENT TRIKES	CA	SI014058	12/12/14	06/01/15	-1,066	\$0.00	USD
USD IBD	USTRYXR01	T. RYX RECUMBENT TRIKES	CA	SI025747	09/26/17	09/26/17	-218	\$251.55	USD
USD IBD	USTRYXR01	T. RYX RECUMBENT TRIKES	CA	SI026244	11/07/17	04/01/18	-31	\$1,316.51	USD
USD IBD	USTRYXR01	T. RYX RECUMBENT TRIKES	CA	SI026244	11/07/17	05/01/18	-1	\$1,316.51	USD
USD IBD	USTRYXR01	T. RYX RECUMBENT TRIKES	CA	SI026244	11/07/17	06/01/18	30	\$1,316.50	USD
USD IBD	USVENTU01	Ventura Bike Depot Inc.	CA		06/10/16	06/10/16	-691	(\$783.51)	USD
USD IBD	USVENTU01	Ventura Bike Depot Inc.	CA		05/06/16	05/06/16	-726	(\$22.00)	USD
USD IBD	USVENTU01	Ventura Bike Depot Inc.	CA	SI013115	09/08/14	06/01/15	-1,066	\$0.00	USD
USD IBD	USVENTU01	Ventura Bike Depot Inc.	CA	SI017209	10/07/15	04/01/16	-761	\$0.00	USD
USD IBD	USVENTU01	Ventura Bike Depot Inc.	CA	SI022029	11/08/16	12/08/16	-510	\$29.33	USD

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USD IBD	USVENTU01	Ventura Bike Depot Inc.	CA	SI022527	01/19/17	02/18/17	-438	\$25.59	USD
USD IBD	USVENTU01	Ventura Bike Depot Inc.	CA	SI026730	01/05/18	02/04/18	-87	\$10.25	USD
USD IBD	USENGEL01	ENGEL'S BICYCLE INTERNATIONAL	FL	SI010068	11/08/13	05/01/14	-1,462	\$0.00	USD
USD IBD	USENGEL01	ENGEL'S BICYCLE INTERNATIONAL	FL	SI010068	11/08/13	06/01/14	-1,431	\$0.00	USD
USD IBD	USENGEL01	ENGEL'S BICYCLE INTERNATIONAL	FL	SI022235	12/05/16	05/01/17	-366	\$0.00	USD
USD IBD	USENGEL01	ENGEL'S BICYCLE INTERNATIONAL	FL	SI022235	12/05/16	06/01/17	-335	\$0.00	USD
USD IBD	USENGEL01	ENGEL'S BICYCLE INTERNATIONAL	FL	SI022302	12/14/16	04/01/17	-396	\$0.00	USD
USD IBD	USENGEL01	ENGEL'S BICYCLE INTERNATIONAL	FL	SI022302	12/14/16	05/01/17	-366	\$0.00	USD
USD IBD	USENGEL01	ENGEL'S BICYCLE INTERNATIONAL	FL	SI022302	12/14/16	06/01/17	-335	\$0.00	USD
USD IBD	USENGEL01	ENGEL'S BICYCLE INTERNATIONAL	FL	SI022923	03/14/17	04/01/17	-396	\$0.00	USD
USD IBD	USENGEL01	ENGEL'S BICYCLE INTERNATIONAL	FL	SI022923	03/14/17	05/01/17	-366	\$0.00	USD
USD IBD	USENGEL01	ENGEL'S BICYCLE INTERNATIONAL	FL	SI026320	11/10/17	04/01/18	-31	\$2,003.38	USD
USD IBD	USENGEL01	ENGEL'S BICYCLE INTERNATIONAL	FL	SI026320	11/10/17	05/01/18	-1	\$2,003.38	USD
USD IBD	USENGEL01	ENGEL'S BICYCLE INTERNATIONAL	FL	SI026320	11/10/17	06/01/18	30	\$2,003.38	USD
USD IBD	USGATOR01	Gator Cycle	FL	SI026975	02/13/18	03/15/18	-48	\$1,029.35	USD
USD IBD	USLAKES02	Lakeshore Bicycles (N & A Schwinn Cyclery)	FL	SI026870	01/29/18	02/28/18	-63	\$200.00	USD
USD IBD	USPATHB01	The Path Bicycles and Rideshop LLC	FL	SI014959	04/16/15	05/16/15	-1,082	\$137.80	USD
USD IBD	USPATHB01	The Path Bicycles and Rideshop LLC	FL	SI019679	05/11/16	06/10/16	-691	\$1,242.41	USD
USD IBD	USPATHB01	The Path Bicycles and Rideshop LLC	FL	SI020078	06/09/16	07/09/16	-662	\$83.83	USD
USD IBD	USPATHB01	The Path Bicycles and Rideshop LLC	FL	SI026636	12/15/17	01/14/18	-108	\$1,023.01	USD
USD IBD	USSTREE01	South Tampa Bicycles	FL	CR009083	02/24/17	02/24/17	-432	(\$33.00)	USD
USD IBD	USSTREE01	South Tampa Bicycles	FL	SI010270	12/03/13	05/01/14	-1,462	\$0.00	USD
USD IBD	USSTREE01	South Tampa Bicycles	FL	SI022505	01/16/17	02/15/17	-441	\$50.55	USD
USD IBD	USSTREE01	South Tampa Bicycles	FL	SI022729	02/21/17	03/23/17	-405	\$77.28	USD
USD IBD	USSUNCY01	SUN CYCLE CENTERS INC	FL		01/23/15	01/23/15	-1,195	(\$200.00)	USD
USD IBD	USSUNCY01	SUN CYCLE CENTERS INC	FL	SI010601	01/30/14	04/01/14	-1,492	\$0.00	USD
USD IBD	USSUNCY01	SUN CYCLE CENTERS INC	FL	SI010601	01/30/14	06/01/14	-1,431	\$0.00	USD
USD IBD	USTRAIL01	TRAIL SPORT BICYCLE	FL	SI017289	10/15/15	05/01/16	-731	\$0.00	USD
USD IBD	USTRAIL01	TRAIL SPORT BICYCLE	FL	SI026965	02/12/18	03/14/18	-49	\$1,034.35	USD
USD IBD	USTRAIL01	TRAIL SPORT BICYCLE	FL	SI027020	02/16/18	03/18/18	-45	\$496.96	USD
USD IBD	USAMLIN01	AMLINGS CYCLE	IL	CR009477	06/09/17	06/09/17	-327	(\$45.00)	USD
USD IBD	USAMLIN01	AMLINGS CYCLE	IL	SI023719	05/10/17	05/10/17	-357	\$60.64	USD
USD IBD	USAMLIN01	AMLINGS CYCLE	IL	SI026424	11/21/17	04/01/18	-31	\$2,425.19	USD
USD IBD	USAMLIN01	AMLINGS CYCLE	IL	SI026424	11/21/17	05/01/18	-1	\$2,425.19	USD
USD IBD	USAMLIN01	AMLINGS CYCLE	IL	SI026424	11/21/17	06/01/18	30	\$2,425.20	USD
USD IBD	USBICYC03	BICYCLE CHAIN INC	MN	CR009683	07/24/17	07/24/17	-282	(\$120.00)	USD
USD IBD	USBICYC03	BICYCLE CHAIN INC	MN	SI024374	06/22/17	07/22/17	-284	\$20.99	USD
USD IBD	USBICYC03	BICYCLE CHAIN INC	MN	SI025400	08/31/17	09/30/17	-214	\$24.70	USD
USD IBD	USBICYC03	BICYCLE CHAIN INC	MN	SI026322	11/10/17	04/01/18	-31	\$1,970.41	USD
USD IBD	USBICYC03	BICYCLE CHAIN INC	MN	SI026322	11/10/17	05/01/18	-1	\$1,970.41	USD
USD IBD	USBICYC03	BICYCLE CHAIN INC	MN	SI026322	11/10/17	06/01/18	30	\$1,970.41	USD
USD IBD	USBICYC10	BicycleSPACE (CycletopiaWDC LLC)	MI	CR010765	01/31/18	04/01/18	-31	(\$368.12)	USD
USD IBD	USBICYC10	BicycleSPACE (CycletopiaWDC LLC)	MI	CR010765	01/31/18	05/01/18	-1	(\$368.12)	USD
USD IBD	USBICYC10	BicycleSPACE (CycletopiaWDC LLC)	MI	CR010765	01/31/18	06/01/18	30	(\$368.11)	USD
USD IBD	USBICYC10	BicycleSPACE (CycletopiaWDC LLC)	MI	SI026808	01/22/18	04/01/18	-31	\$1,992.03	USD
USD IBD	USBICYC10	BicycleSPACE (CycletopiaWDC LLC)	MI	SI026808	01/22/18	05/01/18	-1	\$1,992.03	USD
USD IBD	USBICYC10	BicycleSPACE (CycletopiaWDC LLC)	MI	SI026808	01/22/18	06/01/18	30	\$1,992.04	USD
USD IBD	USBICYC10	BicycleSPACE (CycletopiaWDC LLC)	MI	SI026902	01/31/18	04/01/18	-31	\$294.49	USD
USD IBD	USBICYC10	BicycleSPACE (CycletopiaWDC LLC)	MI	SI026902	01/31/18	05/01/18	-1	\$294.49	USD
USD IBD	USBICYC10	BicycleSPACE (CycletopiaWDC LLC)	MI	SI026902	01/31/18	06/01/18	30	\$294.50	USD
USD IBD	USBIKER01	The Bike Rack	IL	SI026747	01/10/18	02/09/18	-82	\$322.47	USD

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USD IBD	USBIKER01	The Bike Rack	IL	SI026789	01/18/18	02/17/18	-74	\$22.79	USD
USD IBD	USBIKER01	The Bike Rack	IL	SI026857	01/26/18	02/25/18	-66	\$1,419.35	USD
USD IBD	USBIKER01	The Bike Rack	IL	SI026964	02/12/18	03/14/18	-49	\$1,419.35	USD
USD IBD	USBIKEW03	Bike World	IA	CR010820	02/27/18	02/27/18	-64	(\$1,699.00)	USD
USD IBD	USBIKEW03	Bike World	IA	MIS000400	06/05/15	06/05/15	-1,062	\$96.00	USD
USD IBD	USBIKEW03	Bike World	IA	SI010140	11/18/13	05/01/14	-1,462	\$0.00	USD
USD IBD	USBIKEW03	Bike World	IA	SI010140	11/18/13	06/01/14	-1,431	\$0.00	USD
USD IBD	USBIKEW03	Bike World	IA	SI025558	09/13/17	09/13/17	-231	\$1,699.00	USD
USD IBD	USBREEN01	Breen Industries, Inc. (Perennial Cycle)	MN	SI022236	12/05/16	05/01/17	-366	\$0.00	USD
USD IBD	USBREEN01	Breen Industries, Inc. (Perennial Cycle)	MN	SI026509	11/30/17	04/01/18	-31	\$2,143.74	USD
USD IBD	USBREEN01	Breen Industries, Inc. (Perennial Cycle)	MN	SI026509	11/30/17	05/01/18	-1	\$2,143.74	USD
USD IBD	USBREEN01	Breen Industries, Inc. (Perennial Cycle)	MN	SI026509	11/30/17	06/01/18	30	\$2,143.75	USD
USD IBD	USCOAST03	Coast In Bikes	WI	CR008907	01/12/17	01/12/17	-475	(\$776.71)	USD
USD IBD	USCOAST03	Coast In Bikes	WI	CR009534	06/23/17	06/23/17	-313	(\$1,331.85)	USD
USD IBD	USCOAST03	Coast In Bikes	WI	SI023046	03/29/17	03/29/17	-399	\$1,494.35	USD
USD IBD	USCONNE01	Connecticut Yankee Pedaller	IA	SI013986	12/05/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USCONNE01	Connecticut Yankee Pedaller	IA	SI018855	02/29/16	05/01/16	-731	\$0.00	USD
USD IBD	USCONNE01	Connecticut Yankee Pedaller	IA	SI018856	02/29/16	05/01/16	-731	\$0.00	USD
USD IBD	USCONNE01	Connecticut Yankee Pedaller	IA	SI022290	12/12/16	05/01/17	-366	\$0.00	USD
USD IBD	USCONNE01	Connecticut Yankee Pedaller	IA	SI026273	11/09/17	05/01/18	-1	\$8,027.24	USD
USD IBD	USCONNE01	Connecticut Yankee Pedaller	IA	SI026273	11/09/17	06/01/18	30	\$8,027.24	USD
USD IBD	USCONNE01	Connecticut Yankee Pedaller	IA	SI026974	02/13/18	03/15/18	-48	\$1,335.55	USD
USD IBD	USHOSTE02	Hostel Shoppe Ltd	WI	CR009714	07/31/17	08/30/17	-245	(\$0.10)	USD
USD IBD	USHOSTE02	Hostel Shoppe Ltd	WI	SI017435	10/29/15	05/01/16	-731	\$0.01	USD
USD IBD	USHOSTE02	Hostel Shoppe Ltd	WI	SI022881	03/08/17	04/01/17	-396	\$0.00	USD
USD IBD	USHOSTE02	Hostel Shoppe Ltd	WI	SI026378	11/15/17	04/01/18	-31	\$9,234.44	USD
USD IBD	USHOSTE02	Hostel Shoppe Ltd	WI	SI026378	11/15/17	05/01/18	-1	\$9,234.44	USD
USD IBD	USHOSTE02	Hostel Shoppe Ltd	WI	SI026378	11/15/17	06/01/18	30	\$9,234.43	USD
USD IBD	USHOSTE02	Hostel Shoppe Ltd	WI	SI026871	01/29/18	02/28/18	-63	\$3,885.96	USD
USD IBD	USJAKES01	Jake's Bikes Inc.	MN	SI025662	09/20/17	04/01/18	-31	\$865.39	USD
USD IBD	USJAKES01	Jake's Bikes Inc.	MN	SI025662	09/20/17	05/01/18	-1	\$865.39	USD
USD IBD	USJAKES01	Jake's Bikes Inc.	MN	SI025662	09/20/17	06/01/18	30	\$865.40	USD
USD IBD	USLAKES01	42 North (Lakeshore Cycle & Fitness LLC)	MI	SI014060	12/12/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USLAKES01	42 North (Lakeshore Cycle & Fitness LLC)	MI	SI014258	01/16/15	04/01/15	-1,127	\$0.00	USD
USD IBD	USLAKES01	42 North (Lakeshore Cycle & Fitness LLC)	MI	SI026601	12/13/17	01/12/18	-110	\$20.00	USD
USD IBD	USLAMER01	Lamere cycles, LLC	MN	SI027027	02/20/18	03/22/18	-41	\$1,979.98	USD
USD IBD	USMICH01	MSU Bikes Service Center	MI	SI026216	11/02/17	12/02/17	-151	\$220.15	USD
USD IBD	USPENNC01	Penn Cycle & Fitness	MN	SI020331	06/28/16	07/28/16	-643	\$0.53	USD
USD IBD	USPENNC01	Penn Cycle & Fitness	MN	SI027012	02/16/18	03/18/18	-45	\$224.98	USD
USD IBD	USROCKN02	Rock 'n' Road Cycle	MI	CR009425	05/31/17	05/31/17	-336	(\$612.50)	USD
USD IBD	USROCKN02	Rock 'n' Road Cycle	MI	CR009712	07/31/17	07/31/17	-275	(\$490.00)	USD
USD IBD	USROCKN02	Rock 'n' Road Cycle	MI	CR010542	01/19/18	02/18/18	-73	(\$612.50)	USD
USD IBD	USROCKN02	Rock 'n' Road Cycle	MI	SI023983	05/31/17	05/31/17	-336	\$732.49	USD
USD IBD	USROCKN02	Rock 'n' Road Cycle	MI	SI024636	07/11/17	07/11/17	-295	\$591.99	USD
USD IBD	USS&GSP01	S & G Sports Inc. (True Wheel Bicycle)	IA	SI010329	12/12/13	04/01/14	-1,492	\$0.00	USD
USD IBD	USS&GSP01	S & G Sports Inc. (True Wheel Bicycle)	IA	SI010329	12/12/13	06/01/14	-1,431	\$0.00	USD

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USD IBD	USSPRIN01	Spring Street Sports Inc.	WI	SI022676	02/14/17	05/01/17	-366	\$0.00	USD
USD IBD	USSPRIN01	Spring Street Sports Inc.	WI	SI022676	02/14/17	06/01/17	-335	\$0.00	USD
USD IBD	USTHEBI06	The Bike Shop Inc.	IA	SI018078	12/15/15	01/14/16	-839	\$792.68	USD
USD IBD	USTHEBI06	The Bike Shop Inc.	IA	SI018141	12/22/15	01/21/16	-832	\$10.08	USD
USD IBD	USTHORU01	THOR USA		SI022234	12/05/16	01/04/17	-483	\$16.94	USD
USD IBD	USTONKA01	Chanhassen Bike + Ski, Inc. (Tonka Cycle +	MN	SI026815	01/23/18	02/22/18	-69	\$1,644.34	USD
USD IBD	USTONKA01	Chanhassen Bike + Ski, Inc. (Tonka Cycle +	MN	SI027009	02/16/18	03/18/18	-45	\$1,224.35	USD
USD IBD	USVILLA01	VILLAGE CYCLESPO RTS & FOLDING BIKES	IL	CR008482	09/28/16	09/28/16	-581	(\$50.00)	USD
USD IBD	USWHEEL03	Wheel & Sprocket, Inc.	WI		06/16/17	06/16/17	-320	(\$196.50)	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO		05/08/17	05/08/17	-359	(\$625.62)	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	CM000823	08/21/17	08/21/17	-254	(\$10.38)	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	CR009216	04/04/17	04/04/17	-393	(\$63.50)	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	CR009821	08/15/17	08/15/17	-260	(\$235.90)	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	CR010308	11/30/17	11/30/17	-153	(\$577.50)	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	SI022985	03/21/17	04/20/17	-377	\$559.62	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	SI023729	05/10/17	06/09/17	-327	\$38.36	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	SI024851	07/24/17	08/23/17	-252	\$560.00	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	SI025227	08/21/17	09/20/17	-224	\$39.20	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	SI025314	08/25/17	09/24/17	-220	\$182.60	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	SI025457	09/06/17	10/06/17	-208	\$24.48	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	SI026232	11/06/17	04/01/18	-31	\$0.00	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	SI026232	11/06/17	05/01/18	-1	\$2,486.80	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	SI026232	11/06/17	06/01/18	30	\$2,486.79	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	SI027006	02/15/18	05/01/18	-1	\$2,403.60	USD
USD IBD	USANGLE01	ANGLETECH / CYCLEDIFFERENT	CO	SI027006	02/15/18	06/01/18	30	\$2,403.60	USD
USD IBD	USRECUM02	The Recumbent Trike Store, LLC	CO		02/12/18	02/12/18	-79	(\$27.00)	USD
USD IBD	USRECUM02	The Recumbent Trike Store, LLC	CO	CR010795	02/21/18	02/21/18	-70	(\$3.00)	USD
USD IBD	USSLOHI01	SloHi Bike Company	CO	SI021278	09/12/16	09/12/16	-597	\$450.00	USD
USD IBD	USSMALL01	Small Planet E Vehicles, Inc.	CO	SI025082	08/09/17	09/08/17	-236	\$727.50	USD
USD IBD	USSMALL01	Small Planet E Vehicles, Inc.	CO	SI025355	08/29/17	09/28/17	-216	\$1,229.98	USD
USD IBD	USSMALL01	Small Planet E Vehicles, Inc.	CO	SI026396	11/16/17	12/16/17	-137	\$348.92	USD
USD IBD	USANDER01	Anderson Bicycle, LLC	MA	CR010312	11/30/17	11/30/17	-153	(\$319.99)	USD
USD IBD	USANDER01	Anderson Bicycle, LLC	MA	SI024857	07/25/17	07/25/17	-281	\$329.99	USD
USD IBD	USICHIB01	Ichi bike llc	IA	SI026294	11/09/17	04/01/18	-31	\$1,401.79	USD
USD IBD	USICHIB01	Ichi bike llc	IA	SI026294	11/09/17	05/01/18	-1	\$1,401.79	USD
USD IBD	USICHIB01	Ichi bike llc	IA	SI026294	11/09/17	06/01/18	30	\$1,401.78	USD
USD IBD	USICHIB01	Ichi bike llc	IA	SI027057	02/23/18	04/01/18	-31	\$1,316.02	USD
USD IBD	USICHIB01	Ichi bike llc	IA	SI027057	02/23/18	05/01/18	-1	\$1,316.02	USD
USD IBD	USICHIB01	Ichi bike llc	IA	SI027057	02/23/18	06/01/18	30	\$1,316.01	USD
USD IBD	USPIKES01	Pikesville Bicycle Shop	MD	CR008943	01/16/17	01/16/17	-471	(\$481.62)	USD
USD IBD	USPIKES01	Pikesville Bicycle Shop	MD	SI022377	12/21/16	12/21/16	-497	\$511.82	USD
USD IBD	USRIVER02	Riverbend Cycles LLC	PA	CR010276	11/27/17	11/27/17	-156	(\$190.00)	USD
USD IBD	USRIVER02	Riverbend Cycles LLC	PA	SI025927	10/10/17	10/10/17	-204	\$203.50	USD
USD IBD	USALPIN01	Alpine Valley Bicycle Shop	OH	CR009790	08/15/17	08/15/17	-260	(\$840.00)	USD
USD IBD	USALPIN01	Alpine Valley Bicycle Shop	OH	CR009962	09/12/17	09/12/17	-232	(\$610.00)	USD

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USD IBD	USALPIN01	Alpine Valley Bicycle Shop	OH	CR010165	10/31/17	11/30/17	-153	(\$33.00)	USD
USD IBD	USALPIN01	Alpine Valley Bicycle Shop	OH	SI024937	07/31/17	08/30/17	-245	\$847.50	USD
USD IBD	USALPIN01	Alpine Valley Bicycle Shop	OH	SI025413	08/31/17	09/30/17	-214	\$760.00	USD
USD IBD	USALPIN01	Alpine Valley Bicycle Shop	OH	SI025975	10/13/17	11/12/17	-171	\$21.07	USD
USD IBD	USALPIN01	Alpine Valley Bicycle Shop	OH	SI026161	10/31/17	11/30/17	-153	\$66.00	USD
USD IBD	USBICYC06	Bicycle One Inc	OH	SI026349	11/14/17	12/14/17	-139	\$498.85	USD
USD IBD	USBICYC09	Bicycle Stop	OH	SI026329	11/10/17	05/01/18	-1	\$2,498.86	USD
USD IBD	USBICYC09	Bicycle Stop	OH	SI026329	11/10/17	06/01/18	30	\$2,498.86	USD
USD IBD	USBLIMP01	Blimp City Bike and Hike LLC	OH	SI010072	11/08/13	05/01/14	-1,462	\$0.00	USD
USD IBD	USCAINP01	Cain Park Bicycle Inc.	OH	SI026345	11/13/17	04/01/18	-31	\$2,144.06	USD
USD IBD	USCAINP01	Cain Park Bicycle Inc.	OH	SI026345	11/13/17	05/01/18	-1	\$2,144.06	USD
USD IBD	USCAINP01	Cain Park Bicycle Inc.	OH	SI026345	11/13/17	06/01/18	30	\$2,144.07	USD
USD IBD	USCYCLE02	Cyclefit, Inc. (Cyclefit Multisport)	MI		12/22/17	12/22/17	-131	(\$550.00)	USD
USD IBD	USEDYDYS01	Eddy's Bike Shop, Inc.	OH		10/31/17	10/31/17	-183	(\$135.65)	USD
USD IBD	USEDYDYS01	Eddy's Bike Shop, Inc.	OH		09/22/17	09/22/17	-222	(\$13.52)	USD
USD IBD	USEDYDYS01	Eddy's Bike Shop, Inc.	OH		10/13/17	10/13/17	-201	(\$26.03)	USD
USD IBD	USEDYDYS01	Eddy's Bike Shop, Inc.	OH	CR010385	12/07/17	01/06/18	-116	(\$735.00)	USD
USD IBD	USGREAT01	Great Lakes Cycling (Bustos Cycles, Inc.)	MI	SI017618	11/13/15	06/01/16	-700	\$1,345.39	USD
USD IBD	USHILAN01	Hiland Bikes	OH		11/02/17	11/02/17	-181	(\$239.99)	USD
USD IBD	USHILAN01	Hiland Bikes	OH	CM000839	11/09/17	11/09/17	-174	(\$50.00)	USD
USD IBD	USHILAN01	Hiland Bikes	OH	CR010033	09/29/17	09/29/17	-215	(\$2,644.74)	USD
USD IBD	USHILAN01	Hiland Bikes	OH	CR010225	11/09/17	11/09/17	-174	(\$2,938.70)	USD
USD IBD	USHILAN01	Hiland Bikes	OH	CR010799	02/22/18	02/22/18	-69	(\$250.00)	USD
USD IBD	USHILAN01	Hiland Bikes	OH	CR010800	02/22/18	02/22/18	-69	(\$349.99)	USD
USD IBD	USHILAN01	Hiland Bikes	OH	SI025803	09/29/17	09/29/17	-215	\$1,999.98	USD
USD IBD	USHILAN01	Hiland Bikes	OH	SI026376	11/15/17	04/01/18	-31	\$8,854.64	USD
USD IBD	USHILAN01	Hiland Bikes	OH	SI026376	11/15/17	05/01/18	-1	\$8,854.64	USD
USD IBD	USHILAN01	Hiland Bikes	OH	SI026376	11/15/17	06/01/18	30	\$8,854.64	USD
USD IBD	USHILAN01	Hiland Bikes	OH	SI026381	11/09/17	11/09/17	-174	\$2,338.70	USD
USD IBD	USHILAN01	Hiland Bikes	OH	SI026967	02/07/18	02/07/18	-84	\$599.99	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	CR008229	08/30/16	08/30/16	-610	(\$453.25)	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	CR010158	10/24/17	04/01/18	-31	(\$433.12)	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	CR010158	10/24/17	05/01/18	-1	(\$433.12)	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	CR010158	10/24/17	06/01/18	30	(\$433.11)	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	CR010252	11/17/17	12/17/17	-136	(\$50.00)	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	CR010270	11/17/17	04/01/18	-31	(\$1,279.94)	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	CR010270	11/17/17	05/01/18	-1	(\$1,279.94)	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	CR010270	11/17/17	06/01/18	30	(\$1,279.93)	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	CR010330	11/30/17	12/30/17	-123	(\$50.00)	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	CR010509	01/02/18	02/01/18	-90	(\$120.00)	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI013204	09/15/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI014022	12/09/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI021628	10/12/16	11/11/16	-537	\$0.50	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI022329	12/16/16	05/01/17	-366	\$0.00	USD

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USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI022329	12/16/16	06/01/17	-335	\$0.00	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI024550	07/06/17	08/05/17	-270	\$119.98	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI025217	08/21/17	09/20/17	-224	\$219.10	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI025584	09/15/17	10/15/17	-199	\$859.99	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI025864	10/04/17	11/03/17	-180	\$250.00	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI026124	10/24/17	04/01/18	-31	\$399.80	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI026124	10/24/17	05/01/18	-1	\$399.80	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI026124	10/24/17	06/01/18	30	\$399.80	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI026125	10/24/17	04/01/18	-31	\$9,503.95	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI026125	10/24/17	05/01/18	-1	\$9,503.95	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI026125	10/24/17	06/01/18	30	\$9,503.94	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI026766	01/02/18	02/01/18	-90	\$100.00	USD
USD IBD	USLNMBI01	L-N-M BIKE SHOP	OH	SI026927	02/05/18	03/07/18	-56	\$4,212.03	USD
USD IBD	USMACKI01	Mackinac Wheels LTD	MI	CR009872	08/30/17	08/30/17	-245	(\$1,945.37)	USD
USD IBD	USMIDWE01	Midwest Tandems	MI	SI016955	09/17/15	10/17/15	-928	\$1,688.81	USD
USD IBD	USMIDWE01	Midwest Tandems	MI	SI019338	04/15/16	05/15/16	-717	\$121.65	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI013558	10/15/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI013558	10/15/14	06/01/15	-1,066	\$0.00	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI017154	10/02/15	05/01/16	-731	\$0.00	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI017154	10/02/15	06/01/16	-700	\$0.00	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI026213	11/02/17	04/01/18	-31	\$2,038.80	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI026213	11/02/17	05/01/18	-1	\$2,038.80	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI026213	11/02/17	06/01/18	30	\$2,038.80	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI026257	11/08/17	04/01/18	-31	\$639.68	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI026257	11/08/17	05/01/18	-1	\$639.68	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI026257	11/08/17	06/01/18	30	\$639.68	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI026510	11/30/17	04/01/18	-31	\$14,249.02	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI026510	11/30/17	05/01/18	-1	\$14,249.02	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI026510	11/30/17	06/01/18	30	\$14,249.02	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI026663	12/20/17	01/19/18	-103	\$337.50	USD
USD IBD	USMTHOP01	Mt. Hope Bicycle	OH	SI026783	01/17/18	02/16/18	-75	\$37.65	USD
USD IBD	USPEDAL04	Pedal Power Bike Shop, LLC	KY		04/21/17	04/21/17	-376	(\$100.00)	USD
USD IBD	USPEDDL01	Peddlers LLC	OH		10/13/17	10/13/17	-201	(\$3.51)	USD
USD IBD	USPEDDL01	Peddlers LLC	OH	SI025423	09/01/17	05/01/18	-1	\$1,080.39	USD
USD IBD	USPEDDL01	Peddlers LLC	OH	SI025423	09/01/17	06/01/18	30	\$1,080.38	USD
USD IBD	USRAIL01	Rail To Trail Cycle Shop	OH		11/30/17	11/30/17	-153	(\$4.45)	USD
USD IBD	USRAIL01	Rail To Trail Cycle Shop	OH	SI026646	12/18/17	05/01/18	-1	\$7,465.99	USD
USD IBD	USRAIL01	Rail To Trail Cycle Shop	OH	SI026646	12/18/17	06/01/18	30	\$7,465.98	USD
USD IBD	USRAIL01	Rail To Trail Cycle Shop	OH	SI026646	12/18/17	04/01/18	-31	\$7,465.99	USD
USD IBD	USRAIL01	Rail To Trail Cycle Shop	OH	SI026853	01/26/18	04/01/18	-31	\$132.00	USD
USD IBD	USRAIL01	Rail To Trail Cycle Shop	OH	SI026853	01/26/18	05/01/18	-1	\$132.00	USD
USD IBD	USRAIL01	Rail To Trail Cycle Shop	OH	SI026853	01/26/18	06/01/18	30	\$132.00	USD
USD IBD	USRAIL01	Rail To Trail Cycle Shop	OH	SI027039	02/21/18	03/23/18	-40	\$711.97	USD
USD IBD	USSPINB01	SPIN Bicycle Shop Inc	MI	CR010007	09/15/17	10/15/17	-199	(\$1,299.35)	USD
USD IBD	USSPINB01	SPIN Bicycle Shop Inc	MI	SI025518	09/08/17	10/08/17	-206	\$1,574.52	USD
USD IBD	USSPINB01	SPIN Bicycle Shop Inc	MI	SI025697	09/15/17	10/15/17	-199	\$999.00	USD
USD IBD	USBASIC01	BASICALLY BICYCLES	MA	SI022253	12/07/16	05/01/17	-366	\$0.00	USD
USD IBD	USBASIC01	BASICALLY BICYCLES	MA	SI022712	02/17/17	05/01/17	-366	\$0.00	USD
USD IBD	USBASIC01	BASICALLY BICYCLES	MA	SI026145	10/31/17	04/01/18	-31	\$4,956.94	USD
USD IBD	USBASIC01	BASICALLY BICYCLES	MA	SI026145	10/31/17	05/01/18	-1	\$4,956.94	USD

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USD IBD	USBASIC01	BASICALLY BICYCLES	MA	SI026145	10/31/17	06/01/18	30	\$4,956.94	USD
USD IBD	USBASIC01	BASICALLY BICYCLES	MA	SI026722	01/05/18	02/04/18	-87	\$7.93	USD
USD IBD	USBASIC01	BASICALLY BICYCLES	MA	SI026723	01/05/18	02/04/18	-87	\$1,299.35	USD
USD IBD	USBICBE01	Bicycle Belle LLC	MA		07/25/17	07/25/17	-281	(\$6.75)	USD
USD IBD	USBICBE01	Bicycle Belle LLC	MA	SI024905	07/26/17	07/26/17	-280	\$146.80	USD
USD IBD	USBIKEO01	BIKE-ON.COM	RI	CR010763	01/31/18	03/02/18	-61	(\$900.00)	USD
USD IBD	USBIKEO01	BIKE-ON.COM	RI	SI017682	11/17/15	05/01/16	-731	\$0.00	USD
USD IBD	USBIKEO01	BIKE-ON.COM	RI	SI025769	09/28/17	04/01/18	-31	\$951.99	USD
USD IBD	USBIKEO01	BIKE-ON.COM	RI	SI025769	09/28/17	05/01/18	-1	\$951.99	USD
USD IBD	USBIKEO01	BIKE-ON.COM	RI	SI025769	09/28/17	06/01/18	30	\$951.99	USD
USD IBD	USBIKEO01	BIKE-ON.COM	RI	SI026148	10/31/17	04/01/18	-31	\$3,924.60	USD
USD IBD	USBIKEO01	BIKE-ON.COM	RI	SI026148	10/31/17	05/01/18	-1	\$3,924.60	USD
USD IBD	USBIKEO01	BIKE-ON.COM	RI	SI026148	10/31/17	06/01/18	30	\$3,924.60	USD
USD IBD	USBIKEO01	BIKE-ON.COM	RI	SI026994	02/14/18	03/16/18	-47	\$14,561.38	USD
USD IBD	USELECT02	ELECTRIC BIKES OF NEW ENGLAND	NH	SI010639	02/03/14	04/01/14	-1,492	\$0.00	USD
USD IBD	USELECT02	ELECTRIC BIKES OF NEW ENGLAND	NH	SI010639	02/03/14	05/01/14	-1,462	\$0.00	USD
USD IBD	USELECT02	ELECTRIC BIKES OF NEW ENGLAND	NH	SI010904	03/13/14	05/01/14	-1,462	\$0.00	USD
USD IBD	USELECT02	ELECTRIC BIKES OF NEW ENGLAND	NH	SI014275	01/20/15	04/01/15	-1,127	\$0.00	USD
USD IBD	USELECT02	ELECTRIC BIKES OF NEW ENGLAND	NH	SI026261	11/08/17	12/08/17	-145	\$471.98	USD
USD IBD	USGREEN03	Green Mountain Bicycle Service Inc.	VT	CR010692	01/30/18	03/01/18	-62	(\$20.00)	USD
USD IBD	USGREEN03	Green Mountain Bicycle Service Inc.	VT	SI025543	09/12/17	06/01/18	30	\$2,143.70	USD
USD IBD	USGREEN03	Green Mountain Bicycle Service Inc.	VT	SI025543	09/12/17	04/01/18	-31	\$2,143.70	USD
USD IBD	USGREEN03	Green Mountain Bicycle Service Inc.	VT	SI025543	09/12/17	05/01/18	-1	\$2,143.70	USD
USD IBD	USHAMPS01	Hampshire Bicycle Exchange, Inc.	MA	SI024547	07/06/17	08/05/17	-270	\$22.94	USD
USD IBD	USROSSM01	Rossmore Transport LLC (Center Street Cycl	ME	SI019494	04/26/16	05/26/16	-706	\$80.31	USD
USD IBD	USSYLVA01	Sylvan Cycles, Inc.	MA	SI015300	05/14/15	06/13/15	-1,054	\$1,243.67	USD
USD IBD	USSYLVA01	Sylvan Cycles, Inc.	MA	SI024658	07/12/17	08/11/17	-264	\$980.99	USD
USD IBD	USSYLVA01	Sylvan Cycles, Inc.	MA	SI024922	07/28/17	08/27/17	-248	\$57.76	USD
USD IBD	USWESTER01	WESTERN CYCLE	MA	SI026240	11/07/17	12/07/17	-146	\$964.35	USD
USD IBD	USWESTER01	WESTERN CYCLE	MA	SI026451	11/23/17	12/23/17	-130	\$170.13	USD
USD IBD	US718CY01	718 Cyclery, Inc.		SI019762	05/17/16	06/16/16	-685	\$117.25	USD
USD IBD	USATLAN01	ATLANTIC CYCLERY	NJ	SI026241	11/07/17	04/01/18	-31	\$991.06	USD
USD IBD	USATLAN01	ATLANTIC CYCLERY	NJ	SI026241	11/07/17	05/01/18	-1	\$991.06	USD
USD IBD	USATLAN01	ATLANTIC CYCLERY	NJ	SI026241	11/07/17	06/01/18	30	\$991.06	USD
USD IBD	USBICBA01	BICYCLE BARN	PA	SI014052	12/10/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USBICBA01	BICYCLE BARN	PA	SI014052	12/10/14	06/01/15	-1,066	\$0.00	USD
USD IBD	USBICBA01	BICYCLE BARN	PA	SI017675	11/17/15	05/01/16	-731	\$0.00	USD
USD IBD	USBICBA01	BICYCLE BARN	PA	SI017675	11/17/15	06/01/16	-700	\$0.00	USD
USD IBD	USBICBA01	BICYCLE BARN	PA	SI026485	11/28/17	05/01/18	-1	\$0.00	USD
USD IBD	USBICBA01	BICYCLE BARN	PA	SI026485	11/28/17	06/01/18	30	\$0.00	USD
USD IBD	USBICYC04	BICYCLE MAN LLC	NY	SI025669	09/21/17	04/01/18	-31	\$1,035.31	USD
USD IBD	USBICYC04	BICYCLE MAN LLC	NY	SI025669	09/21/17	05/01/18	-1	\$1,035.31	USD
USD IBD	USBICYC04	BICYCLE MAN LLC	NY	SI025669	09/21/17	06/01/18	30	\$1,035.30	USD
USD IBD	USBICYC04	BICYCLE MAN LLC	NY	SI025736	09/26/17	04/01/18	-31	\$368.12	USD
USD IBD	USBICYC04	BICYCLE MAN LLC	NY	SI025736	09/26/17	05/01/18	-1	\$368.12	USD
USD IBD	USBICYC04	BICYCLE MAN LLC	NY	SI025736	09/26/17	06/01/18	30	\$368.11	USD
USD IBD	USBIKER02	The Bikery, Inc.	NY	SI014464	02/18/15	05/01/15	-1,097	\$0.00	USD
USD IBD	USCHARI01	Propel Bikes (Long Island Electric Bikes)	NY	CR009637	07/11/17	07/11/17	-295	(\$450.00)	USD
USD IBD	USCHARI01	Propel Bikes (Long Island Electric Bikes)	NY	SI013699	10/28/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USCHARI01	Propel Bikes (Long Island Electric Bikes)	NY	SI015626	06/05/15	07/05/15	-1,032	\$2,114.83	USD
USD IBD	USCHARI01	Propel Bikes (Long Island Electric Bikes)	NY	SI015947	07/01/15	07/31/15	-1,006	\$1,406.74	USD

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USD IBD	USCHARI01	Propel Bikes (Long Island Electric Bikes)	NY	SI016004	07/08/15	08/07/15	-999	\$2,161.48	USD
USD IBD	USCHARI01	Propel Bikes (Long Island Electric Bikes)	NY	SI016181	07/17/15	08/16/15	-990	\$1,122.94	USD
USD IBD	USCHARI01	Propel Bikes (Long Island Electric Bikes)	NY	SI016430	08/07/15	09/06/15	-969	\$39.60	USD
USD IBD	USCHARI01	Propel Bikes (Long Island Electric Bikes)	NY	SI016793	09/02/15	10/02/15	-943	\$1,538.96	USD
USD IBD	USCHARI01	Propel Bikes (Long Island Electric Bikes)	NY	SI021103	08/30/16	09/29/16	-580	\$43.83	USD
USD IBD	USCHARI01	Propel Bikes (Long Island Electric Bikes)	NY	SI021384	09/19/16	10/19/16	-560	\$57.05	USD
USD IBD	USCHARI01	Propel Bikes (Long Island Electric Bikes)	NY	SI021486	09/28/16	10/28/16	-551	\$541.84	USD
USD IBD	USCKCYC01	CK Cycles LLC	NY	SI017386	10/23/15	04/01/16	-761	\$0.00	USD
USD IBD	USCKCYC01	CK Cycles LLC	NY	SI017386	10/23/15	05/01/16	-731	\$0.00	USD
USD IBD	USCKCYC01	CK Cycles LLC	NY	SI025173	08/16/17	09/15/17	-229	\$1,316.37	USD
USD IBD	USCKCYC01	CK Cycles LLC	NY	SI025401	08/31/17	09/30/17	-214	\$712.83	USD
USD IBD	USEDIE01	Eddie's World of Sports, Inc.	PA	CR009463	06/07/17	06/07/17	-329	(\$559.62)	USD
USD IBD	USEDIE01	Eddie's World of Sports, Inc.	PA	SI013677	10/24/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USEDIE01	Eddie's World of Sports, Inc.	PA	SI022827	03/03/17	04/01/17	-396	\$0.00	USD
USD IBD	USEDIE01	Eddie's World of Sports, Inc.	PA	SI022827	03/03/17	05/01/17	-366	\$0.00	USD
USD IBD	USEDIE01	Eddie's World of Sports, Inc.	PA	SI023303	04/21/17	05/21/17	-346	\$563.37	USD
USD IBD	USEDIE01	Eddie's World of Sports, Inc.	PA	SI026203	11/02/17	04/01/18	-31	\$4,048.06	USD
USD IBD	USEDIE01	Eddie's World of Sports, Inc.	PA	SI026203	11/02/17	05/01/18	-1	\$4,048.06	USD
USD IBD	USEDIE01	Eddie's World of Sports, Inc.	PA	SI026203	11/02/17	06/01/18	30	\$4,048.07	USD
USD IBD	USGREEN07	Greenpath Electric Bikes of NY	NY	SI020468	07/11/16	08/10/16	-630	\$879.06	USD
USD IBD	USGREEN07	Greenpath Electric Bikes of NY	NY	SI020641	07/26/16	08/25/16	-615	\$71.13	USD
USD IBD	USGREEN07	Greenpath Electric Bikes of NY	NY	SI020727	07/28/16	08/27/16	-613	\$49.81	USD
USD IBD	USHIGHP01	High Peaks Cyclery	NY	SI014274	01/20/15	05/01/15	-1,097	\$0.00	USD
USD IBD	USHIGHP01	High Peaks Cyclery	NY	SI014274	01/20/15	06/01/15	-1,066	\$0.00	USD
USD IBD	USJULIO01	JULIO BICYCLES	NY	SI026339	11/13/17	12/13/17	-140	\$552.49	USD
USD IBD	USMAXDE01	Maxdelivery	NY	CR010307	11/30/17	11/30/17	-153	(\$3,675.00)	USD
USD IBD	USMAXDE01	Maxdelivery	NY	CR010506	01/15/18	01/15/18	-107	(\$5,148.64)	USD
USD IBD	USMAXDE01	Maxdelivery	NY	SI026764	01/15/18	01/15/18	-107	\$5,179.92	USD
USD IBD	USMENDO01	The Mendon Cyclesmith	NY	CR008561	10/07/16	10/07/16	-572	(\$612.50)	USD
USD IBD	USMENDO01	The Mendon Cyclesmith	NY	SI021428	09/22/16	10/22/16	-557	\$666.00	USD
USD IBD	USMENDO01	The Mendon Cyclesmith	NY	SI021602	10/07/16	11/06/16	-542	\$727.50	USD
USD IBD	USPEOPL01	Peoples Bicycle LLC	NY		06/30/15	06/30/15	-1,037	(\$0.01)	USD
USD IBD	USPHILL01	Philly Electric Wheels LLC	PA	SI014232	01/13/15	04/01/15	-1,127	\$0.00	USD
USD IBD	USRIDGE01	Ridge Back LLC (Zenbikes)	NY	SI024657	07/12/17	08/11/17	-264	\$542.00	USD
USD IBD	USRIDGE01	Ridge Back LLC (Zenbikes)	NY	SI026850	01/26/18	02/25/18	-66	\$4.94	USD
USD IBD	USSONNE01	Dick Sonnes Cycle Fitness and Skis	NY	SI012900	08/26/14	06/01/15	-1,066	\$1,260.06	USD
USD IBD	USTRAIL03	Trailside Bicycles	NY	SI012720	08/11/14	09/10/14	-1,330	\$1,495.03	USD
USD IBD	USTRAIL03	Trailside Bicycles	NY	SI015503	05/29/15	06/28/15	-1,039	\$625.10	USD
USD IBD	USTRAIL03	Trailside Bicycles	NY	SI026348	11/14/17	12/14/17	-139	\$24.29	USD
USD IBD	US3RING01	3 Ring Cycles, Inc.	CA	SI026751	01/10/18	02/09/18	-82	\$618.48	USD
USD IBD	USALPHA01	AlphaBENT (Peregrine Bicycle Works, Inc.)	CA	CR008350	09/21/16	09/21/16	-588	(\$50.00)	USD
USD IBD	USALPHA01	AlphaBENT (Peregrine Bicycle Works, Inc.)	CA	SI020341	06/29/16	06/29/16	-672	\$60.00	USD
USD IBD	USALPHA01	AlphaBENT (Peregrine Bicycle Works, Inc.)	CA	SI025422	09/01/17	04/01/18	-31	\$1,307.18	USD
USD IBD	USALPHA01	AlphaBENT (Peregrine Bicycle Works, Inc.)	CA	SI025422	09/01/17	05/01/18	-1	\$1,307.18	USD
USD IBD	USALPHA01	AlphaBENT (Peregrine Bicycle Works, Inc.)	CA	SI025422	09/01/17	06/01/18	30	\$1,307.17	USD
USD IBD	USALPHA01	AlphaBENT (Peregrine Bicycle Works, Inc.)	CA	SI026519	11/27/17	04/01/18	-31	\$2,318.96	USD
USD IBD	USALPHA01	AlphaBENT (Peregrine Bicycle Works, Inc.)	CA	SI026519	11/27/17	05/01/18	-1	\$2,318.96	USD

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USD IBD	USALPHA01	AlphaBENT (Peregrine Bicycle Works, Inc.)	CA	SI026519	11/27/17	06/01/18	30	\$2,318.95	USD
USD IBD	USALPHA01	AlphaBENT (Peregrine Bicycle Works, Inc.)	CA	SI026739	01/09/18	02/01/18	-90	\$7.50	USD
USD IBD	USBIOD01	A Bicycle Odyssey	CA	CR008551	09/29/16	10/29/16	-550	(\$748.94)	USD
USD IBD	USBIOD01	A Bicycle Odyssey	CA	SI015531	06/01/15	07/01/15	-1,036	\$1,669.35	USD
USD IBD	USBIOD01	A Bicycle Odyssey	CA	SI021511	09/29/16	10/29/16	-550	\$817.74	USD
USD IBD	USBICTR01	Bicycle Trip Inc.	CA		01/29/16	01/29/16	-824	(\$499.62)	USD
USD IBD	USBICTR01	Bicycle Trip Inc.	CA		01/27/17	01/27/17	-460	(\$353.75)	USD
USD IBD	USBICTR01	Bicycle Trip Inc.	CA	CR010693	01/30/18	03/01/18	-62	(\$50.00)	USD
USD IBD	USBICTR01	Bicycle Trip Inc.	CA	SI021446	09/23/16	10/23/16	-556	\$18.08	USD
USD IBD	USBICTR01	Bicycle Trip Inc.	CA	SI022376	12/21/16	01/20/17	-467	\$404.99	USD
USD IBD	USBLUEH01	Blue Heron Bikes	CA	CR010349	11/30/17	12/30/17	-123	(\$25.00)	USD
USD IBD	USBLUEH01	Blue Heron Bikes	CA	SI010369	12/17/13	04/01/14	-1,492	\$0.00	USD
USD IBD	USBLUEH01	Blue Heron Bikes	CA	SI010369	12/17/13	05/01/14	-1,462	\$0.00	USD
USD IBD	USBLUEH01	Blue Heron Bikes	CA	SI013207	09/15/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USBLUEH01	Blue Heron Bikes	CA	SI013207	09/15/14	06/01/15	-1,066	\$0.00	USD
USD IBD	USBLUEH01	Blue Heron Bikes	CA	SI017219	10/08/15	04/01/16	-761	\$0.00	USD
USD IBD	USBLUEH01	Blue Heron Bikes	CA	SI017219	10/08/15	05/01/16	-731	\$0.00	USD
USD IBD	USBLUEH01	Blue Heron Bikes	CA	SI026248	11/07/17	12/07/17	-146	\$318.45	USD
USD IBD	USBLUEH01	Blue Heron Bikes	CA	SI026769	01/16/18	02/15/18	-76	\$47.73	USD
USD IBD	USBLUEH01	Blue Heron Bikes	CA	SI026881	01/30/18	03/01/18	-62	\$28.87	USD
USD IBD	USBLUEH01	Blue Heron Bikes	CA	SI026930	02/05/18	03/07/18	-56	\$36.34	USD
USD IBD	USBLUEH01	Blue Heron Bikes	CA	SI027040	02/21/18	03/23/18	-40	\$604.99	USD
USD IBD	USBREAKI01	Breaking Away Bikes	CA	SI018113	12/18/15	12/18/15	-866	\$857.50	USD
USD IBD	USBREAKI01	Breaking Away Bikes	CA	SI024134	06/07/17	06/07/17	-329	\$296.72	USD
USD IBD	USCENTR01	Centripedal Bikes LLC	CA	CR009410	05/29/17	06/28/17	-308	(\$687.00)	USD
USD IBD	USCENTR01	Centripedal Bikes LLC	CA	CR009922	08/31/17	08/31/17	-244	(\$240.00)	USD
USD IBD	USCENTR01	Centripedal Bikes LLC	CA	CR010109	10/26/17	10/26/17	-188	(\$500.00)	USD
USD IBD	USCENTR01	Centripedal Bikes LLC	CA	SI017301	10/16/15	05/01/16	-731	\$0.00	USD
USD IBD	USCENTR01	Centripedal Bikes LLC	CA	SI017678	11/17/15	04/01/16	-761	\$0.00	USD
USD IBD	USCENTR01	Centripedal Bikes LLC	CA	SI017678	11/17/15	05/01/16	-731	\$0.00	USD
USD IBD	USCENTR01	Centripedal Bikes LLC	CA	SI023011	03/22/17	04/21/17	-376	\$832.00	USD
USD IBD	USCENTR01	Centripedal Bikes LLC	CA	SI023430	05/01/17	05/31/17	-336	\$248.97	USD
USD IBD	USDAVES01	Dave's Custom Bikes (Do Over Bikes LLC)	CA	SI016603	08/18/15	09/17/15	-958	\$1,474.35	USD
USD IBD	USDAVES01	Dave's Custom Bikes (Do Over Bikes LLC)	CA	SI017164	10/05/15	04/01/16	-761	\$558.11	USD
USD IBD	USDAVES01	Dave's Custom Bikes (Do Over Bikes LLC)	CA	SI017164	10/05/15	05/01/16	-731	\$558.12	USD
USD IBD	USDAVES01	Dave's Custom Bikes (Do Over Bikes LLC)	CA	SI017164	10/05/15	06/01/16	-700	\$558.12	USD
USD IBD	USDAVES01	Dave's Custom Bikes (Do Over Bikes LLC)	CA	SI017165	10/05/15	04/01/16	-761	\$866.23	USD
USD IBD	USDAVES01	Dave's Custom Bikes (Do Over Bikes LLC)	CA	SI017165	10/05/15	05/01/16	-731	\$866.23	USD
USD IBD	USDAVES01	Dave's Custom Bikes (Do Over Bikes LLC)	CA	SI017165	10/05/15	06/01/16	-700	\$866.24	USD
USD IBD	USFAMIL01	Santa Cruz Family Cycling Center	CA		04/06/16	04/06/16	-756	(\$1.05)	USD
USD IBD	USFAMIL01	Santa Cruz Family Cycling Center	CA	SI017681	11/17/15	05/01/16	-731	\$0.00	USD
USD IBD	USFAMIL01	Santa Cruz Family Cycling Center	CA	SI017681	11/17/15	06/01/16	-700	\$0.00	USD
USD IBD	USFREEW03	Freewheel Bike Shop	CA	SI014345	01/30/15	05/01/15	-1,097	\$0.00	USD
USD IBD	USFREEW03	Freewheel Bike Shop	CA	SI014345	01/30/15	06/01/15	-1,066	\$0.00	USD

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USD IBD	USHEADL01	Headlands Ventures LLC, dba Mike's Bikes	CA		01/09/15	01/09/15	-1,209	(\$272.87)	USD
USD IBD	USHEADL01	Headlands Ventures LLC, dba Mike's Bikes	CA	SI027004	02/15/18	03/17/18	-46	\$1,030.74	USD
USD IBD	USHEADL01	Headlands Ventures LLC, dba Mike's Bikes	CA	SI027072	02/26/18	03/28/18	-35	\$28.35	USD
USD IBD	USKENS01	KEN'S BIKE-SKI-BOARD	CA	SI010364	12/17/13	05/01/14	-1,462	\$0.00	USD
USD IBD	USKENS01	KEN'S BIKE-SKI-BOARD	CA	SI010364	12/17/13	06/01/14	-1,431	\$0.00	USD
USD IBD	USKENS01	KEN'S BIKE-SKI-BOARD	CA	SI013603	10/20/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USKENS01	KEN'S BIKE-SKI-BOARD	CA	SI013603	10/20/14	06/01/15	-1,066	\$0.00	USD
USD IBD	USKENS01	KEN'S BIKE-SKI-BOARD	CA	SI026987	02/14/18	03/16/18	-47	\$169.36	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	CR009991	09/22/17	09/22/17	-222	(\$790.58)	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	CR010202	11/14/17	12/14/17	-139	(\$65.99)	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	CR010847	02/27/18	03/29/18	-34	(\$36.00)	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI017663	11/16/15	05/01/16	-731	\$0.00	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI017664	11/16/15	04/01/16	-761	\$0.00	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI021245	09/09/16	04/01/17	-396	\$0.00	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI021245	09/09/16	05/01/17	-366	\$0.00	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI022395	01/02/17	04/01/17	-396	\$0.00	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI022395	01/02/17	05/01/17	-366	\$0.00	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI022417	01/05/17	04/01/17	-396	\$0.00	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI022417	01/05/17	05/01/17	-366	\$0.00	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI022599	02/01/17	05/01/17	-366	\$0.00	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI025363	08/30/17	09/29/17	-215	\$610.00	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI026126	10/27/17	04/01/18	-31	\$7,126.28	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI026126	10/27/17	05/01/18	-1	\$7,126.28	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI026126	10/27/17	06/01/18	30	\$7,126.29	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI026285	11/09/17	12/09/17	-144	\$243.84	USD
USD IBD	USLAIDB01	Laid Back Cycles Inc	CA	SI027042	02/21/18	03/23/18	-40	\$86.00	USD
USD IBD	USMANJA01	Manja Incorporated dba San Francyclo	CA	CR010622	01/26/18	02/25/18	-66	(\$600.00)	USD
USD IBD	USMANJA01	Manja Incorporated dba San Francyclo	CA	SI022103	11/16/16	12/16/16	-502	\$68.08	USD
USD IBD	USMANJA01	Manja Incorporated dba San Francyclo	CA	SI022633	02/03/17	03/05/17	-423	\$43.09	USD
USD IBD	USMANJA01	Manja Incorporated dba San Francyclo	CA	SI022886	03/08/17	04/07/17	-390	\$598.00	USD
USD IBD	USMANJA01	Manja Incorporated dba San Francyclo	CA	SI022913	03/10/17	04/09/17	-388	\$81.74	USD
USD IBD	USMANJA01	Manja Incorporated dba San Francyclo	CA	SI023940	05/29/17	06/28/17	-308	\$727.50	USD
USD IBD	USMANJA01	Manja Incorporated dba San Francyclo	CA	SI025283	08/23/17	09/22/17	-222	\$690.00	USD
USD IBD	USMOTOS01	Motostrano LLC	CA	SI013149	09/10/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USMOTOS01	Motostrano LLC	CA	SI022606	02/01/17	03/03/17	-425	\$0.95	USD
USD IBD	USMOTOS01	Motostrano LLC	CA	SI025356	08/29/17	09/28/17	-216	\$449.95	USD
USD IBD	USMOTOS01	Motostrano LLC	CA	SI026303	11/09/17	12/09/17	-144	\$158.45	USD
USD IBD	USMOTOS01	Motostrano LLC	CA	SI026415	11/20/17	12/20/17	-133	\$124.46	USD
USD IBD	USMOTOS01	Motostrano LLC	CA	SI026692	01/02/18	02/01/18	-90	\$552.49	USD
USD IBD	USMOUNT03	Mountain Transit Authority (Tour of Nevada	CA	CR010719	01/31/18	03/02/18	-61	(\$500.00)	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	CR010227	11/15/17	04/01/18	-31	(\$866.23)	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	CR010227	11/15/17	05/01/18	-1	(\$866.23)	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	CR010227	11/15/17	06/01/18	30	(\$866.24)	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	CR010609	01/26/18	01/26/18	-96	(\$577.50)	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	SI010229	11/28/13	05/01/14	-1,462	\$0.00	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	SI013310	09/23/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	SI024684	07/13/17	07/13/17	-293	\$1,822.48	USD

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USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	SI025875	10/05/17	04/01/18	-31	\$866.23	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	SI025875	10/05/17	05/01/18	-1	\$866.23	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	SI025875	10/05/17	06/01/18	30	\$866.24	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	SI026332	11/10/17	04/01/18	-31	\$3,558.14	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	SI026332	11/10/17	05/01/18	-1	\$3,558.14	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	SI026332	11/10/17	06/01/18	30	\$3,558.14	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	SI026385	11/15/17	04/01/18	-31	\$826.25	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	SI026385	11/15/17	05/01/18	-1	\$826.25	USD
USD IBD	USOCEAN01	Ocean Cyclery Inc.	CA	SI026385	11/15/17	06/01/18	30	\$826.26	USD
USD IBD	USRUBBE01	Rubber Soul bicycles, Inc	CA	SI013538	10/14/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USRUBBE01	Rubber Soul bicycles, Inc	CA	SI026873	01/29/18	02/28/18	-63	\$1,419.35	USD
USD IBD	USTHEBI02	THE BICYCLE WORKS	CA	SI018865	02/29/16	02/29/16	-793	\$588.51	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	CR008957	01/23/17	01/23/17	-464	(\$754.62)	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI010186	11/21/13	04/01/14	-1,492	\$0.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI010727	02/14/14	05/01/14	-1,462	\$0.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI010951	03/19/14	04/01/14	-1,492	\$0.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI010951	03/19/14	05/01/14	-1,462	\$0.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI013987	12/05/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI014160	12/19/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI014515	02/23/15	05/01/15	-1,097	\$0.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI018191	01/05/16	05/01/16	-731	\$0.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI018931	03/08/16	04/07/16	-755	\$559.62	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI021247	09/09/16	10/09/16	-570	\$300.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI021803	10/31/16	11/30/16	-518	\$100.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI022670	02/13/17	05/01/17	-366	\$0.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI022670	02/13/17	06/01/17	-335	\$0.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI024810	07/20/17	08/19/17	-256	\$10.00	USD
USD IBD	USTHENE01	THE NEW WHEEL	CA	SI026540	12/04/17	01/03/18	-119	\$242.27	USD
USD IBD	USVILLA03	Village Peddler, Inc	CA	SI013441	10/03/14	11/02/14	-1,277	\$28.89	USD
USD IBD	USVILLA03	Village Peddler, Inc	CA	SI015371	05/21/15	06/20/15	-1,047	\$1,669.35	USD
USD IBD	USVILLA03	Village Peddler, Inc	CA	SI015595	06/04/15	07/04/15	-1,033	\$1,669.35	USD
USD IBD	USVILLA03	Village Peddler, Inc	CA	SI016162	07/17/15	08/16/15	-990	\$51.35	USD
USD IBD	USVILLA03	Village Peddler, Inc	CA	SI016663	08/25/15	09/24/15	-951	\$3,338.70	USD
USD IBD	USVILLA03	Village Peddler, Inc	CA	SI025384	08/30/17	09/29/17	-215	\$1,419.00	USD
USD IBD	USVILLA03	Village Peddler, Inc	CA	SI025641	09/19/17	10/19/17	-195	\$53.99	USD
USD IBD	USWALLY01	Wally's bicycle works	CA	CR010604	01/26/18	02/25/18	-66	(\$682.50)	USD
USD IBD	USWALLY01	Wally's bicycle works	CA	SI026829	01/24/18	04/01/18	-31	\$2,334.03	USD
USD IBD	USWALLY01	Wally's bicycle works	CA	SI026829	01/24/18	05/01/18	-1	\$2,334.03	USD
USD IBD	USWALLY01	Wally's bicycle works	CA	SI026829	01/24/18	06/01/18	30	\$2,334.04	USD
USD IBD	USWALLY01	Wally's bicycle works	CA	SI026933	02/06/18	04/01/18	-31	\$51.70	USD
USD IBD	USWALLY01	Wally's bicycle works	CA	SI026933	02/06/18	05/01/18	-1	\$51.70	USD
USD IBD	USWALLY01	Wally's bicycle works	CA	SI026933	02/06/18	06/01/18	30	\$51.70	USD
USD IBD	USWALLY01	Wally's bicycle works	CA	SI026960	02/12/18	03/14/18	-49	\$22.06	USD
USD IBD	USWARMPO1	Warm Planet Bikes	CA	CR010525	01/19/18	02/18/18	-73	(\$200.00)	USD
USD IBD	USWARMPO1	Warm Planet Bikes	CA	SI013334	09/24/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USWARMPO1	Warm Planet Bikes	CA	SI024322	06/19/17	07/19/17	-287	\$598.00	USD
USD IBD	USWARMPO1	Warm Planet Bikes	CA	SI025868	10/05/17	11/04/17	-179	\$1,783.92	USD

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USD IBD	USWARMPO1	Warm Planet Bikes	CA	SI025929	10/10/17	11/09/17	-174	\$53.26	USD
USD IBD	USWARMPO1	Warm Planet Bikes	CA	SI025996	10/17/17	11/16/17	-167	\$215.64	USD
USD IBD	USALKIB01	Alki Bicycle Co. Inc.	WA	SI015693	06/11/15	07/11/15	-1,026	\$1,694.50	USD
USD IBD	USALKIB01	Alki Bicycle Co. Inc.	WA	SI026479	11/28/17	12/28/17	-125	\$71.80	USD
USD IBD	USANGLE02	ANGLELAKE CYCLERY	WA		05/27/16	05/27/16	-705	(\$7,196.98)	USD
USD IBD	USANGLE02	ANGLELAKE CYCLERY	WA	CR008364	09/22/16	09/22/16	-587	(\$90.00)	USD
USD IBD	USANGLE02	ANGLELAKE CYCLERY	WA	CR010298	11/30/17	11/30/17	-153	(\$200.00)	USD
USD IBD	USANGLE02	ANGLELAKE CYCLERY	WA	SI018110	12/17/15	05/01/16	-731	\$0.00	USD
USD IBD	USANGLE02	ANGLELAKE CYCLERY	WA	SI018110	12/17/15	06/01/16	-700	\$0.00	USD
USD IBD	USANGLE02	ANGLELAKE CYCLERY	WA	SI019870	05/26/16	06/25/16	-676	\$3,277.03	USD
USD IBD	USANGLE02	ANGLELAKE CYCLERY	WA	SI022460	01/09/17	04/01/17	-396	\$0.00	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI016787	09/02/15	10/02/15	-943	\$38.35	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI017090	09/29/15	10/29/15	-916	\$22.05	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI018321	01/22/16	06/01/16	-700	\$0.00	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI018321	01/22/16	05/01/16	-731	\$0.00	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI021147	09/01/16	10/01/16	-578	\$71.58	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI023297	04/20/17	05/20/17	-347	\$78.15	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI026393	11/16/17	12/16/17	-137	\$25.80	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI026508	11/30/17	04/01/18	-31	\$2,190.35	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI026508	11/30/17	05/01/18	-1	\$2,190.35	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI026508	11/30/17	06/01/18	30	\$2,190.35	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI026623	12/14/17	04/01/18	-31	\$7.82	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI026623	12/14/17	05/01/18	-1	\$7.82	USD
USD IBD	USARRIV01	Arriving By bike, LLC	OR	SI026623	12/14/17	06/01/18	30	\$7.82	USD
USD IBD	USASHLA01	Ashland Electric Bikes	OR	SI013915	11/28/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USASHLA01	Ashland Electric Bikes	OR	SI013915	11/28/14	06/01/15	-1,066	\$0.00	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI014653	03/16/15	04/15/15	-1,113	\$23.49	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI014843	04/07/15	05/07/15	-1,091	\$7.50	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI016007	07/08/15	08/07/15	-999	\$77.59	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI018235	01/11/16	02/10/16	-812	\$7.96	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI020532	07/15/16	08/14/16	-626	\$173.43	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI020548	07/18/16	08/17/16	-623	\$23.03	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI020858	08/09/16	09/08/16	-601	\$11.29	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI022296	12/13/16	01/12/17	-475	\$2.60	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI023835	05/18/17	06/17/17	-319	\$20.00	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI026225	11/03/17	04/01/18	-31	\$1,246.51	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI026225	11/03/17	05/01/18	-1	\$1,246.51	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI026225	11/03/17	06/01/18	30	\$1,246.51	USD
USD IBD	USBAINB01	Bainbridge Island Cycle, Inc. (B.I.Cycle S	WA	SI027011	02/16/18	03/18/18	-45	\$387.99	USD
USD IBD	USBENSB01	Ben's Bikes Sequim LLC	WA	CR009183	03/28/17	03/28/17	-400	(\$612.50)	USD
USD IBD	USBENSB01	Ben's Bikes Sequim LLC	WA	CR009690	07/24/17	07/24/17	-282	(\$50.00)	USD
USD IBD	USBENSB01	Ben's Bikes Sequim LLC	WA	CR010794	02/20/18	02/20/18	-71	(\$14.85)	USD
USD IBD	USBENSB01	Ben's Bikes Sequim LLC	WA	SI023052	03/28/17	03/28/17	-400	\$616.25	USD
USD IBD	USBENSB01	Ben's Bikes Sequim LLC	WA	SI026272	11/09/17	04/01/18	-31	\$5,246.44	USD
USD IBD	USBENSB01	Ben's Bikes Sequim LLC	WA	SI026272	11/09/17	05/01/18	-1	\$5,246.44	USD
USD IBD	USBENSB01	Ben's Bikes Sequim LLC	WA	SI026272	11/09/17	06/01/18	30	\$5,246.44	USD
USD IBD	USBOISE01	Revolutionary Forces, LLC - dba Boise Elec	ID	SI014083	12/15/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USBOISE01	Revolutionary Forces, LLC - dba Boise Elec	ID	SI025873	10/05/17	11/04/17	-179	\$223.16	USD
USD IBD	USBOISE01	Revolutionary Forces, LLC - dba Boise Elec	ID	SI026711	01/03/18	02/02/18	-89	\$652.49	USD

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USD IBD	USBOISE01	Revolutionary Forces, LLC - dba Boise Elec	ID	SI026777	01/17/18	02/16/18	-75	\$50.00	USD
USD IBD	USBOISE01	Revolutionary Forces, LLC - dba Boise Elec	ID	SI026851	01/26/18	02/25/18	-66	\$134.89	USD
USD IBD	USBOISE01	Revolutionary Forces, LLC - dba Boise Elec	ID	SI027060	02/23/18	03/25/18	-38	\$96.34	USD
USD IBD	USBRIKE01	Brike International LTD (Freedom Ryder Han	OR	CR010549	01/25/18	01/25/18	-97	(\$857.50)	USD
USD IBD	USBRIKE01	Brike International LTD (Freedom Ryder Han	OR	CR010599	01/25/18	01/25/18	-97	(\$55.00)	USD
USD IBD	USBRIKE01	Brike International LTD (Freedom Ryder Han	OR	CR010729	01/31/18	01/31/18	-91	(\$240.00)	USD
USD IBD	USBRIKE01	Brike International LTD (Freedom Ryder Han	OR	SI013933	12/02/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USBRIKE01	Brike International LTD (Freedom Ryder Han	OR	SI026517	11/30/17	11/30/17	-153	\$472.49	USD
USD IBD	USBROKE01	The Broken Spoke	WA	CR007735	05/20/16	05/20/16	-712	(\$53.50)	USD
USD IBD	USBROKE01	The Broken Spoke	WA	SI018585	02/16/16	02/16/16	-806	\$63.50	USD
USD IBD	USCLEVE01	Clever Cycles LLC	OR	CM000784	01/02/17	02/01/17	-455	(\$0.62)	USD
USD IBD	USCLEVE01	Clever Cycles LLC	OR	SI018095	12/16/15	01/15/16	-838	\$6.33	USD
USD IBD	USCLEVE01	Clever Cycles LLC	OR	SI022394	01/02/17	02/01/17	-455	\$44.29	USD
USD IBD	USCORVA01	Corvallis Cyclery	OR	CR009735	08/03/17	08/03/17	-272	(\$754.62)	USD
USD IBD	USCORVA01	Corvallis Cyclery	OR	CR009805	08/11/17	08/11/17	-264	(\$184.80)	USD
USD IBD	USCORVA01	Corvallis Cyclery	OR	SI010232	11/28/13	05/01/14	-1,462	\$0.00	USD
USD IBD	USCORVA01	Corvallis Cyclery	OR	SI010232	11/28/13	06/01/14	-1,431	\$0.00	USD
USD IBD	USEARLS01	Earl's Bike Shop LLC	WA	SI026961	02/12/18	03/14/18	-49	\$42.22	USD
USD IBD	USEBIKE01	The eBike Store Inc	OR	CR009161	03/24/17	03/24/17	-404	(\$599.97)	USD
USD IBD	USEBIKE01	The eBike Store Inc	OR	SI022848	03/06/17	03/06/17	-422	\$404.98	USD
USD IBD	USELECT07	Electric Vehicles Northwest Inc.	WA	SI014064	12/12/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USELECT07	Electric Vehicles Northwest Inc.	WA	SI014064	12/12/14	06/01/15	-1,066	\$0.00	USD
USD IBD	USELECT07	Electric Vehicles Northwest Inc.	WA	SI017111	09/30/15	04/01/16	-761	\$0.00	USD
USD IBD	USELECT07	Electric Vehicles Northwest Inc.	WA	SI017111	09/30/15	05/01/16	-731	\$0.00	USD
USD IBD	USGILLI01	Gillies & Oil Family Cyclery, LLC	WA	SI013084	09/05/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USGILLI01	Gillies & Oil Family Cyclery, LLC	WA	SI026377	11/15/17	04/01/18	-31	\$2,488.70	USD
USD IBD	USGILLI01	Gillies & Oil Family Cyclery, LLC	WA	SI026377	11/15/17	05/01/18	-1	\$2,488.70	USD
USD IBD	USGILLI01	Gillies & Oil Family Cyclery, LLC	WA	SI026377	11/15/17	06/01/18	30	\$2,488.70	USD
USD IBD	USGILLI01	Gillies & Oil Family Cyclery, LLC	WA	SI026756	01/12/18	04/01/18	-31	\$2,512.03	USD
USD IBD	USGILLI01	Gillies & Oil Family Cyclery, LLC	WA	SI026756	01/12/18	05/01/18	-1	\$2,512.03	USD
USD IBD	USGILLI01	Gillies & Oil Family Cyclery, LLC	WA	SI026756	01/12/18	06/01/18	30	\$2,512.04	USD
USD IBD	USHILOB01	HILO BIKE HUB	HI	CR006315	06/16/15	06/16/15	-1,051	(\$490.00)	USD
USD IBD	USHILOB01	HILO BIKE HUB	HI	SI010158	11/20/13	05/01/14	-1,462	\$0.00	USD
USD IBD	USHILOB01	HILO BIKE HUB	HI	SI015667	06/10/15	07/10/15	-1,027	\$620.00	USD
USD IBD	USLAVOG01	Lavogue Bicycle and Apparel LLC	WA	SI022268	12/08/16	04/01/17	-396	\$0.00	USD
USD IBD	USLAVOG01	Lavogue Bicycle and Apparel LLC	WA	SI022268	12/08/16	05/01/17	-366	\$0.00	USD
USD IBD	USLAVOG01	Lavogue Bicycle and Apparel LLC	WA	SI022268	12/08/16	06/01/17	-335	\$0.00	USD
USD IBD	USLAVOG01	Lavogue Bicycle and Apparel LLC	WA	SI027010	02/16/18	05/01/18	-1	\$0.00	USD
USD IBD	USLAVOG01	Lavogue Bicycle and Apparel LLC	WA	SI027010	02/16/18	06/01/18	30	\$0.00	USD
USD IBD	USLETIT01	Let It Ride Electric Bikes LLC	OR	CM000894	02/02/18	02/02/18	-89	(\$20.03)	USD
USD IBD	USNWREC01	NW Recumbent Cycles LLC	ID		10/13/17	10/13/17	-201	(\$453.71)	USD
USD IBD	USNWREC01	NW Recumbent Cycles LLC	ID		06/30/17	06/30/17	-306	(\$24.60)	USD
USD IBD	USNWREC01	NW Recumbent Cycles LLC	ID	SI026239	11/07/17	04/01/18	-31	\$2,252.03	USD
USD IBD	USNWREC01	NW Recumbent Cycles LLC	ID	SI026239	11/07/17	05/01/18	-1	\$2,252.03	USD
USD IBD	USNWREC01	NW Recumbent Cycles LLC	ID	SI026239	11/07/17	06/01/18	30	\$2,252.04	USD

Classification	Account	Name	ProvState	Invoice #	Invoice Date	Due Date	Days	Balance as at April 27, 2018	Cur
USD IBD	USPATHF01	The Pathfinder, Inc	KS	SI023336	04/25/17	05/25/17	-342	\$77.23	USD
USD IBD	USRECUM04	RecumbentPDX	OR	SI025889	10/06/17	11/05/17	-178	\$33.80	USD
USD IBD	USRECUM04	RecumbentPDX	OR	SI026374	11/15/17	04/01/18	-31	\$2,841.03	USD
USD IBD	USRECUM04	RecumbentPDX	OR	SI026374	11/15/17	05/01/18	-1	\$2,841.03	USD
USD IBD	USRECUM04	RecumbentPDX	OR	SI026374	11/15/17	06/01/18	30	\$2,841.02	USD
USD IBD	USRECUM04	RecumbentPDX	OR	SI026986	02/14/18	03/16/18	-47	\$1,274.97	USD
USD IBD	USSEATL01	SEATTLE ELECTRIC BIKE	WA	CR010682	01/30/18	01/30/18	-92	(\$1,448.37)	USD
USD IBD	USSEATL01	SEATTLE ELECTRIC BIKE	WA	SI010153	11/19/13	05/01/14	-1,462	\$0.00	USD
USD IBD	USSEATL01	SEATTLE ELECTRIC BIKE	WA	SI024893	07/27/17	07/27/17	-279	\$735.00	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	CR009786	08/15/17	08/15/17	-260	(\$67.24)	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	CR010433	12/21/17	01/20/18	-102	(\$100.00)	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	CR010592	01/25/18	02/24/18	-67	(\$500.00)	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	SI010646	02/04/14	05/01/14	-1,462	\$0.00	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	SI011172	04/11/14	06/01/14	-1,431	\$0.00	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	SI011172	04/11/14	07/01/14	-1,401	\$0.00	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	SI013400	09/30/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	SI013400	09/30/14	05/01/15	-1,097	\$0.00	USD

Classification	Account	Name	ProvState	Invoice #	Invoice Date	Due Date	Days	Balance as at April 27, 2018	Cur
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	SI014151	12/23/14	04/01/15	-1,127	\$0.00	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	SI024415	06/27/17	07/27/17	-279	\$600.00	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	SI026544	12/05/17	01/04/18	-118	\$100.00	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	SI026724	01/11/18	04/01/18	-31	\$2,590.29	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	SI026724	01/11/18	05/01/18	-1	\$2,590.29	USD
USD IBD	USSPLEN01	Splendid Cycles LLC	OR	SI026724	01/11/18	06/01/18	30	\$2,590.30	USD
USD IBD	USBICMI01	Bicycle Michael's LLC	LA	SI020460	07/08/16	07/08/16	-663	\$293.79	USD
USD IBD	USCERTI01	Certified Electric Bike Specialists, LLC	TN	SI010100	11/12/13	05/01/14	-1,462	\$0.00	USD
USD IBD	USCERTI01	Certified Electric Bike Specialists, LLC	TN	SI013776	11/05/14	05/01/15	-1,097	\$0.00	USD
USD IBD	USCERTI01	Certified Electric Bike Specialists, LLC	TN	SI013776	11/05/14	06/01/15	-1,066	\$0.00	USD
USD IBD	USCERTI01	Certified Electric Bike Specialists, LLC	TN	SI019849	05/25/16	05/25/16	-707	\$5.00	USD
USD IBD	USBIKEC02	Bike Center, INC.	MO	SI026293	11/09/17	05/01/18	-1	\$895.73	USD
USD IBD	USBIKEC02	Bike Center, INC.	MO	SI026293	11/09/17	06/01/18	30	\$895.72	USD
USD IBD	USEJENT01	EJ Enterprises Inc. (DBA Fitzgerald's Bicy	ID	SI025157	08/15/17	09/14/17	-230	\$78.03	USD
USD IBD	USGIBBD01	Gibb Dog Enterprises, LLC	UT	SI022370	12/23/16	12/23/16	-495	\$559.62	USD
USD IBD	USINTER04	International Cycling Products, Inc. (Cont	KS	SI026296	11/09/17	04/01/18	-31	\$15.18	USD
USD IBD	USINTER04	International Cycling Products, Inc. (Cont	KS	SI026296	11/09/17	05/01/18	-1	\$1,518.54	USD
USD IBD	USINTER04	International Cycling Products, Inc. (Cont	KS	SI026296	11/09/17	06/01/18	30	\$1,518.55	USD
USD IBD	USSATUR01	Saturday Cycles	UT	SI026299	11/09/17	12/09/17	-144	\$3,623.05	USD
USD IBD	USSATUR01	Saturday Cycles	UT	SI026464	11/27/17	12/27/17	-126	\$87.54	USD
USD OEM	USBIRIA01	Biria USA	NJ	MIS000628	07/31/17	07/31/17	-275	\$375.95	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	CM000595	05/29/14	05/29/14	-1,434	(\$19.93)	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	CR004443	05/28/14	05/28/14	-1,435	(\$35.00)	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	CR010465	12/22/17	12/22/17	-131	(\$2,408.10)	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	MIS000315	07/03/14	07/03/14	-1,399	\$83.92	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	SI009090	08/07/13	08/07/13	-1,729	\$0.40	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	SI009903	10/18/13	10/18/13	-1,657	\$32.45	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	SI010378	12/18/13	12/18/13	-1,596	\$321.00	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	SI011696	05/28/14	05/28/14	-1,435	\$55.01	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	SI013186	09/15/14	09/15/14	-1,325	\$4,730.45	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	SI014735	03/24/15	03/24/15	-1,135	\$21.99	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	SI015491	05/28/15	05/28/15	-1,070	\$0.50	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	SI016147	07/16/15	07/16/15	-1,021	\$0.25	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	SI016319	07/30/15	07/30/15	-1,007	\$0.25	USD
USD OEM	USYUBAB01	YUBA Bicycles LLC	CA	SI025904	10/06/17	10/06/17	-208	\$50.00	USD
USD OEM	USSTILE01	Stile Products Inc	CA	CR005639	01/07/15	01/07/15	-1,211	(\$33.00)	USD
USD OEM	USMETRO03	Metrofiets Cargo Bikes	OR	SI014112	12/18/14	05/01/15	-1,097	\$0.00	USD
USD OEM	USMETRO03	Metrofiets Cargo Bikes	OR	SI014112	12/18/14	06/01/15	-1,066	\$0.00	USD
Wheeler	USWHEEL02	WHEELER INDUSTRIAL CO., LTD			12/18/15	12/18/15	-866	(\$46.35)	USD
Wheeler	USWHEEL02	WHEELER INDUSTRIAL CO., LTD			12/22/16	12/22/16	-496	(\$404.67)	USD
Wheeler	USWHEEL02	WHEELER INDUSTRIAL CO., LTD		SI007725	04/17/13	04/17/13	-1,841	\$260.00	USD
Wheeler	USWHEEL02	WHEELER INDUSTRIAL CO., LTD		SI008097	05/24/13	05/24/13	-1,804	\$108.25	USD
Wheeler	USWHEEL02	WHEELER INDUSTRIAL CO., LTD		SI010786	02/25/14	02/25/14	-1,527	\$167.46	USD
Wheeler	USWHEEL02	WHEELER INDUSTRIAL CO., LTD		SI010833	03/05/14	03/05/14	-1,519	\$594.02	USD
Wheeler	USWHEEL02	WHEELER INDUSTRIAL CO., LTD		SI011839	06/10/14	06/10/14	-1,422	\$2,205.00	USD
	EUEPSEU01	Bionx GMBH (Munich)		SI022566	01/26/17	04/26/17	-371	\$21,021.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		CR009102	02/28/17	05/29/17	-338	(\$21,021.00)	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI022825	03/03/17	06/01/17	-335	\$80,500.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI022826	03/03/17	06/01/17	-335	\$96,025.00	EUR

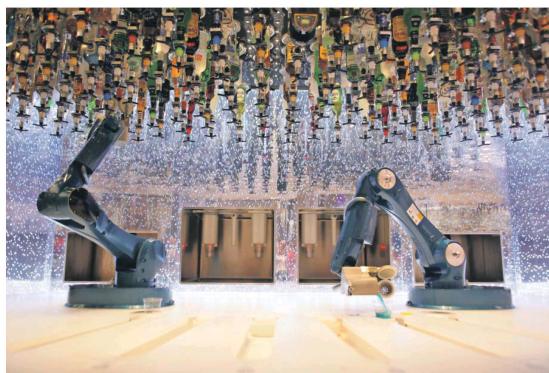
Classification	Account	Name	ProvState	Invoice #	Invoice Date	Due Date	Days	Balance as at April 27, 2018	Cur
	EUEPSEU01	Bionx GMBH (Munich)		SI022973	03/20/17	06/18/17	-318	\$43,538.34	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI022974	03/20/17	06/18/17	-318	\$89,114.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI022983	03/21/17	06/19/17	-317	\$283.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		CR009171	03/21/17	03/21/17	-407	(\$283.00)	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023107	03/24/17	06/22/17	-314	\$85,600.40	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023108	03/24/17	06/22/17	-314	\$29,454.40	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023156	04/06/17	07/05/17	-301	\$109,100.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023157	04/06/17	07/05/17	-301	\$80,325.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023158	04/07/17	07/06/17	-300	\$2,905.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023159	04/07/17	07/06/17	-300	\$1,245.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023164	04/07/17	07/06/17	-300	\$1,320.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023165	04/07/17	07/06/17	-300	\$3,300.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023215	04/13/17	07/12/17	-294	\$7,193.25	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023217	04/13/17	07/12/17	-294	\$4,083.55	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023218	04/13/17	07/12/17	-294	\$42,572.30	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023219	04/13/17	07/12/17	-294	\$9,300.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023220	04/13/17	07/12/17	-294	\$58,350.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023250	04/18/17	07/17/17	-289	\$977.60	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023259	04/18/17	07/17/17	-289	\$1,000.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023289	04/20/17	07/19/17	-287	\$636.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023318	04/20/17	07/19/17	-287	\$87,454.90	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023779	05/01/17	07/30/17	-276	\$55,100.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023734	05/10/17	08/08/17	-267	\$1,357.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023735	05/10/17	08/08/17	-267	\$3,900.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023736	05/11/17	08/09/17	-266	\$37,915.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023737	05/11/17	08/09/17	-266	\$1,466.40	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023738	05/11/17	08/09/17	-266	\$2,748.75	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023739	05/11/17	08/09/17	-266	\$2,167.80	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023740	05/11/17	08/09/17	-266	\$11,700.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023741	05/11/17	08/09/17	-266	\$1,296.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023998	05/19/17	08/17/17	-258	\$121,782.40	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI024011	05/30/17	08/28/17	-247	\$34,918.30	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023980	05/31/17	08/29/17	-246	\$5,138.40	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI023982	05/31/17	08/29/17	-246	\$488.80	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI024190	06/07/17	09/05/17	-239	\$19,750.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI024178	06/09/17	09/07/17	-237	\$3,973.97	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI024297	06/16/17	09/14/17	-230	\$153,019.20	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI024298	06/20/17	09/18/17	-226	\$2,167.80	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI024887	07/26/17	10/24/17	-190	\$72,727.70	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI024914	07/28/17	10/26/17	-188	\$64,503.50	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025005	08/01/17	10/30/17	-184	\$8,443.30	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025022	08/03/17	11/01/17	-182	\$3,492.10	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025023	08/03/17	11/01/17	-182	\$1,704.50	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025125	08/11/17	11/09/17	-174	\$17,662.80	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025126	08/11/17	11/09/17	-174	\$7,499.80	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025127	08/11/17	11/09/17	-174	\$5,395.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025128	08/11/17	11/09/17	-174	\$42,741.66	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025129	08/11/17	11/09/17	-174	\$38,750.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025130	08/11/17	11/09/17	-174	\$41,150.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025414	08/24/17	11/22/17	-161	\$76,109.20	EUR
	EUEPSEU01	Bionx GMBH (Munich)		MIS000637	08/31/17	11/29/17	-154	\$35,311.53	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025438	09/01/17	11/30/17	-153	\$90,830.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025439	09/01/17	11/30/17	-153	\$693.64	EUR

Classification	Account	Name	ProvState	Invoice #	Invoice Date	Due Date	Days	Balance as at April 27, 2018	Cur
	EUEPSEU01	Bionx GMBH (Munich)		SI025416	09/05/17	12/04/17	-149	\$23,250.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025440	09/05/17	12/04/17	-149	\$5,377.95	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025441	09/05/17	12/04/17	-149	\$20,206.90	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025442	09/05/17	12/04/17	-149	\$276.60	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025479	09/07/17	12/06/17	-147	\$7,514.80	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025537	09/11/17	12/10/17	-143	\$972.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		CR010006	09/14/17	09/14/17	-230	(\$78.00)	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025598	09/15/17	12/14/17	-139	\$3,875.70	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025599	09/15/17	12/14/17	-139	\$4,388.88	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025600	09/15/17	12/14/17	-139	\$2,564.50	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025601	09/15/17	12/14/17	-139	\$17,325.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025705	09/22/17	12/21/17	-132	\$323.56	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI025801	09/29/17	12/28/17	-125	\$60,218.40	EUR
	EUEPSEU01	Bionx GMBH (Munich)		CR010032	10/02/17	12/31/17	-122	(\$18,948.80)	EUR
	EUEPSEU01	Bionx GMBH (Munich)		MIS000643	10/25/17	01/23/18	-99	\$11,385.85	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026123	10/27/17	01/25/18	-97	\$7,872.80	EUR
	EUEPSEU01	Bionx GMBH (Munich)		CR010180	10/31/17	01/29/18	-93	(\$1,436.20)	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026251	11/07/17	02/05/18	-86	\$4,050.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026274	11/09/17	02/07/18	-84	\$37.50	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026275	11/09/17	02/07/18	-84	\$1,152.06	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026276	11/09/17	02/07/18	-84	\$9,000.14	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026277	11/09/17	02/07/18	-84	\$61,491.20	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026278	11/09/17	02/07/18	-84	\$717.06	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026279	11/09/17	02/07/18	-84	\$315.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026287	11/09/17	02/07/18	-84	\$403.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026502	11/28/17	02/26/18	-65	\$22,759.20	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026503	11/28/17	02/26/18	-65	\$91,036.80	EUR
	EUEPSEU01	Bionx GMBH (Munich)		MIS000653	11/29/17	02/27/18	-64	\$546.46	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026572	12/07/17	03/07/18	-56	\$84,550.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026573	12/07/17	03/07/18	-56	\$63,700.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026574	12/07/17	03/07/18	-56	\$6,740.50	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026575	12/07/17	03/07/18	-56	\$3,971.40	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026576	12/07/17	03/07/18	-56	\$1,395.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026577	12/07/17	03/07/18	-56	\$9,776.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026578	12/07/17	03/07/18	-56	\$31.80	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026579	12/07/17	03/07/18	-56	\$47,955.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026581	12/07/17	03/07/18	-56	\$10,359.05	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026656	12/19/17	03/19/18	-44	\$69,750.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026657	12/19/17	03/19/18	-44	\$18,708.35	EUR
	EUEPSEU01	Bionx GMBH (Munich)		MIS000658	12/22/17	03/22/18	-41	\$7,018.10	EUR
	EUEPSEU01	Bionx GMBH (Munich)		MIS000657	12/29/17	03/29/18	-34	\$535.24	EUR
	EUEPSEU01	Bionx GMBH (Munich)		MIS000661	12/29/17	03/29/18	-34	\$1,688.32	EUR
	EUEPSEU01	Bionx GMBH (Munich)		CR010470	01/16/18	04/16/18	-16	(\$4,050.00)	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026840	01/25/18	04/25/18	-7	\$1,296.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026841	01/25/18	04/25/18	-7	\$69,364.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026842	01/25/18	04/25/18	-7	\$19,921.30	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026843	01/25/18	04/25/18	-7	\$7,800.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026844	01/25/18	04/25/18	-7	\$13,500.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026845	01/25/18	04/25/18	-7	\$114,025.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026875	01/30/18	04/30/18	-2	\$636.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI026949	02/08/18	05/09/18	7	\$6,852.60	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI027062	02/23/18	05/24/18	22	\$131.25	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI027063	02/23/18	05/24/18	22	\$3,671.10	EUR

Classification	Account	Name	ProvState	Invoice #	Invoice Date	Due Date	Days	Balance as at April 27, 2018	Cur
	EUEPSEU01	Bionx GMBH (Munich)		SI027064	02/23/18	05/24/18	22	\$2,686.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI027065	02/23/18	05/24/18	22	\$4,568.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI027066	02/23/18	05/24/18	22	\$30,356.38	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI027067	02/23/18	05/24/18	22	\$82,800.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI027068	02/23/18	05/24/18	22	\$23,250.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		SI027069	02/23/18	05/24/18	22	\$15,500.00	EUR
	EUEPSEU01	Bionx GMBH (Munich)		REC029219	03/29/18	03/29/18	-34	(\$89.80)	EUR
	CASTRON01	The Stronach Group		MIS000694	02/27/18	02/27/18	-64	\$6,369.81	CAD

APPENDIX 7

Automation



Bionic bartenders

Robots serve drinks at the bionic bar, on the 362-metre-long Symphony of the Seas – the world's largest cruise ship, which is owned Royal Caribbean Cruises – during its world presentation ceremony on Tuesday at a port in Malaga, Spain.

JON NAZCA/REUTERS

Tesla shares drop on crash probe, fears of slow Model 3 production

BRANDON KOCHKODIN

Tesla Inc. is taking it on the chin for trailing expectations and facing new investigations. The shares fell 8.2 per cent on Tuesday, while its non-convertible debt is setting new all-time lows. The stock and bonds are declining as analysts cast doubt on the electric-car maker reaching its production targets for the all-important Model 3 sedan. The U.S. National Transportation Safety Board also announced it's conducting its second investigation this year into a Tesla car crash.

Model 3 deliveries have fallen short of chief executive officer Elon Musk's lofty goals since the company started building it in July. Bloomberg's Model 3 tracker estimates the company may be making about 975 of the cars a week, well short of the target to build at a 2,500-unit rate by the end of this quarter. An analyst at Citigroup Inc. wrote on Tuesday that Tesla may be struggling to convert car shoppers into Model 3 buyers, while a Robert W. Baird & Co. said on Monday the company might not achieve its weekly production goal by the end of March. The company is expected to report

Bloomberg's Model 3 tracker estimates [Tesla] may be making about 975 of the cars a week, well short of the target to build at a 2,500-unit rate by the end of this quarter.

first-quarter production and deliveries next week. The NTSB is sending two investigators to examine issues raised by a fatal Tesla crash in California. The safety board will examine the post-crash fire and steps needed to make the vehicle safe to remove from an accident scene, the agency said in a tweet on Tuesday. It's unclear whether the Tesla's driver-assistance system Autopilot was engaged at the time of the crash.

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OFFERS INVITED IN THE MATTER OF THE RECEIVERSHIP OF BIONX CANADA INC.

Producer of electric propulsion systems for bicycles
GRANT THORNTON LIMITED, in its capacity as court-appointed receiver of BionX Canada Inc. ("BionX"), is hereby accepting offers for the purchase of its right, title and interest, if any, in the assets of BionX. BionX's assets include: inventory, manufacturing equipment, warehouse equipment, and intellectual property/patents, among other things, related to the design, production, and assembly of electric propulsion systems for bicycles which are sold to retail distributors and original equipment manufacturers across the world. A solicitation letter regarding the assets and sales process can be obtained by contacting Jennifer Kwon of the Receiver's office at (416) 360-4167 or Jennifer.Kwon@ca.gt.com. The deadline for submission of offers is May 15, 2018 at 5:00 p.m. EST.

Grant Thornton

MEETING NOTICES

AST SHAREHOLDER MEETING INFORMATION

Company	Meeting Type	Record Date	Meeting Date/Time	Meeting Location
Quintessence Energy Ltd.	Annual & Special	April 4, 2018	May 11, 2018 at 10 am Mountain	Calgary, AB

Bank of Montreal NOTICE OF ANNUAL MEETING OF SHAREHOLDERS

The Annual Meeting of Shareholders of Bank of Montreal will commence at 9:30 a.m. (Local Time) on Thursday, April 5, 2018, BMO Institute for Learning, 3650 Pharmacy Avenue, Toronto, Ontario, Canada.

By Order of the Board of Directors
BARBARA M. MUIR
Corporate Secretary
February 5, 2018

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TENDERS

Gemalto N.V. – Notice of Foreign Issuer Bid

Notice is hereby given that Thales S.A. announced a tender offer pursuant to the applicable laws in the Netherlands for all issued and outstanding ordinary shares in Gemalto N.V., including all American depositary shares (ADS), with every two ADSs representing one ordinary share, at an offer price of EUR 51.00 per ordinary share and EUR 25.50 for one ADS.

The tender offer has commenced at 9:00 CET on 28 March 2018 and will expire at 17:40 CET on 6 June 2018, unless extended.

The offer document is available on the websites of Thales (www.thalesgroup.com) and Gemalto (www.gemalto.com).

Paris, 28 March 2018

Gemalto N.V. – Notification d'une offre par un émetteur étranger

Il est notifié par la présente que Thales S.A. a annoncé une offre publique d'achat conformément aux lois applicables au Pays-Bas sur toutes les actions ordinaires émises et en circulation de Gemalto N.V., y compris sur les certificats américains représentant des actions ordinaires (ADS). Deux ADSs représentent une action ordinaire, à un prix de 51,00 EUR par action ordinaire et 25,50 EUR par ADS.

L'offre publique d'achat a débuté à 9:00 HNEC le 28 mars 2018 et prendra fin à 17:40 HNEC le 6 juin 2018, sauf prolongation.

Le document d'offre est disponible sur le site web de Thales (www.thalesgroup.com) et Gemalto (www.gemalto.com).

Paris, 28 mars 2018

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Waymo to use Jaguar electric vehicles in robo-taxi program

DAVID SHEPARDSON NEW YORK

Waymo will include up to 20,000 Jaguar I-Pace electric vehicles in its coming autonomous fleet as part of a long-term partnership between Alphabet Inc.'s self-driving unit and Jaguar Land Rover Automotive PLC, the two companies said on Tuesday.

The partnership, announced ahead of the New York International Auto Show, is another step in Waymo's plan to roll out a robo-taxi service in the United States.

Waymo is competing with rivals General Motors Co. and Uber Technologies Inc. to deploy such vehicles for the masses.

Testing of the vehicles will begin this year and they will be incorporated into the fleet starting in 2020, Waymo chief executive John Krafcik said. By 2022, there could be as many as 20,000 electric vehicles able to conduct about one million trips a day.

Jaguar's I-Pace launched this month. The SUV is the first battery-powered vehicle for the brand, which is owned by India's Tata Motors Ltd., underscoring the convergence of electrification and automation.

Jaguar Land Rover chief executive Ralf Speth said the company had been approached by Waymo about the project. Company executives said the talks and development had been under way for about a year. Mr. Speth said the company is confident the Waymo technology is safe.

Waymo currently tests its self-driving system on Chrysler Pacifica minivans built by Fiat Chrysler Automobiles NV. The company has plans to roll out a ride service to the public in the Phoenix area in the coming months, with plans to later launch it more widely.

Waymo has been working on self-driving cars since 2009 and has driven more than eight million kilometres on public roads. Last month, it released a video designed to help potential passengers envision what it is like to ride inside an autonomous vehicle.

The push comes as Waymo and auto makers are heavily lobbying the U.S. Congress to adopt sweeping legislation to speed the deployment of autonomous vehicles without human controls. But that legislation is on hold amid questions over the safety of self-driving vehicles following the March 18 death of a pedestrian struck by a self-driving Uber test vehicle in Arizona. On Saturday, Mr. Krafcik said Waymo's system would have seen and avoided the pedestrian.

Arizona's Governor suspended testing by Uber on Monday.

Mr. Krafcik declined to say whether he thought the crash was a setback for the industry or whether new regulations are needed. He said the company, which has been working on the technology for nine years, is confident that "what we're putting on the road is safe technology."

Uber announced last year that it planned to buy up to 24,000 vehicles from Volvo, owned by China's Geely Automobile Holdings Ltd., in a non-exclusive deal from 2019 to 2022. Companies planning to launch driverless car services generally supplement existing hardware on vehicles supplied by auto makers with their own self-driving technology.

Toyota Motor Corp. said last week it was temporarily pausing autonomous vehicle testing following the Uber crash on U.S. public roads to help its test drivers, who could be experiencing "an emotional effect" from the incident.

Bill Fay, senior vice president of automotive operations at Toyota North America, said on Tuesday in an interview at an event in New York that he did not know how long the pause would last. He said the company plans a "gradual" safe approach to self-driving vehicles.

General Motors North America president Alan Batey told reporters in Monday in New York that the auto maker's "development process will continue." The Detroit auto maker wants U.S. regulators to approve the use of self-driving cars without human controls for use next year in ride-sharing fleets. He said the Uber death was very sad "as is the deaths we have every day on the road from human errors and human behaviour."

REUTERS

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B3, AS AMENDED, AND SECTION
101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

Court File No.: CV-18-592741-00CL

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX INC.
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

MOTION RECORD
VOLUME 1 OF 2
(Motion for Advice and Direction)

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Lawyers for the Court-Appointed Receiver

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS
AMENDED

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

- and -

BIONX CANADA INC.

Respondent

**MOTION RECORD
VOLUME 2 of 2**
(Motion for Advice and Direction)

June 8, 2018

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TO: THE SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERICAL LIST)**

STRONACH CONSULTING CORP

Applicant

BIONX CANADA INC

Respondent

**SERVICE LIST
JUNE 8, 2018**

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Employees

'doomeric@msn.com'; 'joyalexandre@gmail.com'; 'jdlong58@rogers.com'; 'asasnowski@bionx.com'; 'victor.keith.lloyd@gmail.com'; 'jeffsfuturesports@gmail.com'; 'fariseb@gmail.com'; 'caseyanderson@hotmail.ca'; 'antigualuz0101@yahoo.com'; 'jeffreyao91@gmail.com'; 'trish.bousquet@elbybike.com'; 'sandy.yim@hotmail.com'; 'alicecheungfc@gmail.com'; 'marycortino@hotmail.com'; 'danhong8888@gmail.com'; 'janet120@yahoo.com'; 'hhmduong@yahoo.ca'; 'enviropjectservices@gmail.com'; 'katrinagingl@gmail.com'; 'olga.j.grishina@gmail.com'; 'peter.heidbuechel@emobilitysolutions.ca'; 'xiaoghuang@gmail.com'; 'marc3l.huynh@gmail.com'; 'thmanca@yahoo.ca'; 'mahadjamal@hotmail.com'; 'katanicmoma@gmail.com'; 'harry.hj.kim@gmail.com'; 'sebastian.knoerr@googlemail.com'; 'zetalane@yahoo.ca'; 'v-bond@rogers.com'; 'scottamacwilliam@gmail.com'; 'ms.tracylee@hotmail.com'; 'mrt.mitchell@gmail.com'; 'luzmondala@yahoo.ca'; 'jommo30@yahoo.ca'; 'debra.rank84@gmail.com'; 'sheopaulmike@gmail.com'; 'vtos4093@gmail.com'; 'rosslucy30@gmail.com'; 'kschwalme@gmail.com'; 'sourabh.sharma@mail.mcgill.ca'; 'derekshih@gmail.com'; 'sidhu.navbir@gmail.com'; 'mamamasha123@gmail.com'; 'dorisvaldez24@hotmail.com'; 'nataliecatania@hotmail.com'; 'm_willetts@sympatico.ca'; 'stacy.wilmot1975@hotmail.com'; 'junxiongzhuh@hotmail.com'; 'jonnyroy@gmail.com'; 'jonathan.duclos@hotmail.com'; 'Salah_fessi@hotmail.com'; 'amarchand8@hotmail.com'; 'ashley15996@yahoo.ca'; 'pierre-luc.morissette@usherbrooke.ca'; 'les@torontolegalservices.ca'; 'kim.lim908@yahoo.ca'; 'Rahman.shafiq77@yahoo.ca'; 'ruoyu.wang@mail.utoronto.ca'; 'Marc-Antoine.Beaudoin2@USherbrooke.ca'; 'bhuwan.jain@yahoo.com'; 'rhcodlt@gmail.com'

Creditor

peter.heidbuechel@emobilitysolutions.ca; dlakhan@yaleforklifts.com

GM Motion cc:

jimhgrouit@gmail.com; timothy@ontlaw.com;

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS
AMENDED

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

- and -

BIONX CANADA INC.

Respondent

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APPENDIX 8

Solicitation of Interest



BionX Canada Inc.



Purpose and Background

Purpose

This solicitation letter (the “**Solicitation Letter**”) is being sent to parties who may be interested (an “**Interested Party**”) in purchasing the assets, property and undertakings (the “**Property**”) of BionX Canada Inc. (“**BionX Canada**” or the “**Company**”). The purpose of this Solicitation Letter is to provide preliminary information on the Property of BionX Canada pursuant to the Sale Process (described below).

Background Information

On February 27, 2018, Grant Thornton Limited (“**GTL**”) was appointed as receiver and receiver and manager (in such capacities, the “**Receiver**”) over the Property of BionX Canada pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) (the “**Receivership Order**”). A copy of the Receivership Order can be found on the Receiver’s case website at: www.GrantThornton.ca/BionX (the “**Case Website**”).

Included in the Receivership Order was the Court’s authorization for the Receiver to conduct an expedited sales process designed to market the Company’s right, title and interest in the Property (the “**Sale Process**”), including the Company’s inventory, manufacturing equipment, warehouse equipment, customer lists, and intellectual property/patents among other things. The Sale Process can be found in Schedule “A” to the Receivership Order. Additional information concerning the Sales Process can also be found in the Pre-Filing Report of the Proposed Receiver dated February 26, 2018 (the “**Pre-Filing Report**”), which is posted on the Receiver’s Case Website.

Company Overview

Company Background

With facilities located in Aurora, Ontario, BionX Canada was involved in the design, production, and assembly of electric propulsion systems for bicycles (“E-Bike Systems”). BionX Canada’s E-Bike Systems (the “BionX Systems”) were first introduced to the market almost 20 years ago as purely a retrofit product to install on any bicycle. The BionX System rapidly evolved and became available as standard equipment for third party bicycle manufacturers in 2008. The BionX System is used by many leading bicycle manufacturers in Europe and North America, including Trek, OHM, and Wheeler to name a few.

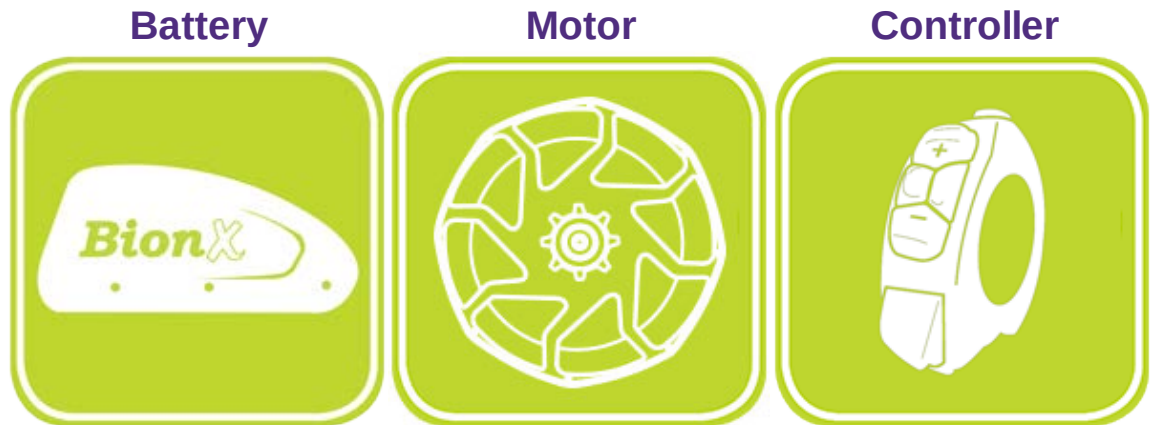
The Company has two main distribution channels for the BionX System:

- (i) **Conversion System Customers** – BionX manufactures a versatile, complete system that is used to convert almost any regular bicycle into an E-Bike (“**Conversion Systems**”). Conversion Systems are sold through various bicycle parts distributors and retailers across the globe, with major markets in North America and Europe.
- (ii) **Original Equipment Manufacturers (“OEM”) Customers** – bicycle manufacturers that utilize the BionX System in their own E-Bikes that are sold to consumers. A list of OEM Customers have been included in **Appendix “A”**. BionX has also developed complete electric vehicles, from an electric boat to electric scooters, and has partnered with manufacturers to develop complete electric bicycle projects.

The Technology

Weighing only a few kilograms, the BionX System works seamlessly while the rider pedals. The main selling feature of BionX systems is Proportional Assist - the BionX motor controller continuously analyzes the torque input and feeds that information to the motor, which applies electric assist in proportion to how hard a rider is pedaling; the harder the rider pedals, the more torque the system senses, and the more electric assist the rider gets. The BionX System’s proprietary technology has earned various awards for its design and innovation and is supported by a number of patents registered throughout the world.

In summary, the BionX System includes the following three components: (i) a lightweight electric motor (the “**Hub Motor**”); (ii) a battery to power the Hub Motor (the “**Battery**”); (iii) and a controller as the interface between the rider and the system (the “**RC3 Controller**”).



The Hub Motor – The BionX hub motors are not only powerful, but offer the rider the ability to recharge while they ride through regenerative braking and generate modes. They are completely silent and smooth, and offer multiple assistance modes.

The Battery – All BionX batteries have unique low voltage protection called “Deep Sleep” mode, which allow them to be stored for long periods of time. Many of these batteries also include a Bluetooth Module, to allow the user to sync their smartphone to the BionX App for “Smartphone Display Connectivity”.

The Controller – The RC3 Controller is a multi-function interface for the system, with the concept that a rider can safely adjust the system without the need to remove a hand from the handlebars. The RC3 Controller interacts with various BionX accessories, and allows the user to interact with their smartphone display, and activate “Voice Feedback”.

The Sales Process

Participation in the Sales Process

Enclosed with this Solicitation Letter is a form of non-disclosure agreement (“**NDA**”). To further participate in the Sales Process, Interested Parties must return to the Receiver an executed copy of the NDA. Once the Receiver has received an acceptable executed NDA from an Interested Party (such Interested Parties are referred to as “**Prospective Bidders**”), the Receiver will provide the following:

- (i) access to an electronic data room containing relevant information for a Prospective Bidder to perform due diligence with respect to the Property; and
- (ii) a form of asset purchase agreement (the “**Asset Purchase Agreement**”).

As detailed below, all Prospective Bidders interested in submitting an Offer must submit same by no later than **5:00 PM Eastern Standard Time (“EST”) on May 15, 2018** (the “**Offer Deadline**”).

A Prospective Bidder must submit a binding Offer to purchase some or all of the Property (an “**Offer**”) by the Offer Deadline, which must include:

- (i) the identity, contact information, and disclosure of the principal(s) of the Prospective Bidder;
- (iii) an indication of the proposed purchase price or financial terms of the Offer;
- (iv) an acknowledgement that the sale will be made on an “as is, where is” basis and that the Prospective Bidder will be bound by the terms of the Sales Process as described in Schedule “A” of the Receivership Order;
- (v) details related to any regulatory approvals required to close the proposed transaction; and
- (vi) such other information requested by the Receiver.

All Offers must meet the following criteria in order to qualify for consideration:

- i. the Offer is received by the Offer Deadline;
- ii. the Offer contains a letter stating that the Offer is irrevocable and open for acceptance until at least five (5) business days after the Offer Deadline;
- iii. the Offer includes proof of the Prospective Bidder’s financial wherewithal and ability to close the transaction and is not conditional upon financing;
- iv. the Offer includes an acknowledgement that the Prospective Bidder has (a) relied solely upon its own independent review of any documents and assets to be

acquired and/or assumed in making its Offer; and (b) not relied upon any representations or warranties whatsoever regarding the property of the BionX Canada;

- v. the Offer shall not contain any material conditions to closing other than approval by the Ontario Superior Court of Justice (Commercial List);
- vi. the Offer must include with it a blacklined and clean version of the Asset Purchase Agreement prepared by the Receiver;
- vii. the Receiver must believe the transaction will close on or prior to five days after Court approval of the transaction; and
- viii. as appropriate, the Offer shall include a deposit equal to 10% of the purchase price of the Property.

All communications and inquiries regarding this Solicitation Letter or the Sales Process should be directed to the Receiver by contacting: **Jennifer Kwon via email (Jennifer.Kwon@ca.gt.com) or by telephone at (416) 360-4167.**

Yours truly,

GRANT THORNTON LIMITED,

in its capacity as Court-appointed Receiver of the property, assets and undertakings of BionX Canada Inc. and not in its personal or corporate capacity

Dated at Toronto, Ontario, this 16th day of March, 2018

Notice and Disclaimer

This document and the contents of it do not and are not intended to constitute an offer for sale or an invitation to treat offers to purchase any company, its shares other securities or assets. For the avoidance of doubt there is no intention to create a legal relationship and such relationship will not come into existence unless and until a formal written contract, reviewed by lawyers for each of the parties, has been entered into. The information herein has been provided to Grant Thornton Limited as Court-appointed Receiver of the Property of BionX Canada Inc. and the contents are not to be relied upon by Interested Parties as an inducement to enter into a formal agreement of purchase and sale. All Interested Parties must carry out their own due diligence in respect of the Property in order to satisfy themselves as to the accuracy of all matters in respect to the Property. While care is taken in the preparation of this document and the information contained in it, the Receiver hereby gives you notice that the Receiver cannot and does not accept any responsibility and/or liability for any loss or damage of whatsoever nature that may occur by reliance on it and howsoever arising. Any disputes or claims arising under or in connection with this document shall be subject to the jurisdiction of the Ontario Superior Court of Justice (Commercial List) in the receivership proceedings.

Appendix A

BIONX CONVERSION SYSTEM COMPARISON CHART

SYSTEM	D-500 DV	P-350 DV	P-350 RX	P-350 DX	P-350 RL	P-350 DL
MSRP / MAP	\$1999	\$1899	\$1699	\$1599	\$1399	\$1299
BATTERY CAPACITY	555Wh	555Wh	423Wh	423Wh	317Wh	317Wh
RANGE POTENTIAL	80 miles	80 miles	65 miles	65 miles	50 miles	50 miles
MOTOR POWER	500W	350W	350W	350W	350W	350W
CELL TYPE	Panasonic	Panasonic	Samsung	Samsung	Samsung	Samsung
DS3 INCLUDED	Yes	Yes	Optional	Optional	Optional	Optional
UNIQUE FEATURES	High Torque Most Range Best Performance	Most Range Smaller Wheel Sizes	Versatile RR System Smaller Wheel Sizes	Cost Effective Smaller Wheel Sizes	Most Affordable Rear Rack System Light Weight	Most Affordable Lightest Weight
WHEEL SIZES (Disc brake only / Rim brake)	29" / 700c Disc 29" / 700c Rim 27.5" / 650b Disc 26" Rim	29" / 700c Disc 29" / 700c Rim 27.5" / 650b Disc 26" Rim 24" Rim 20" Rim	29" / 700c Disc 29" / 700c Rim 27.5" / 650b Disc 26" Rim 24" Rim 20" Rim	29" / 700c Disc 29" / 700c Rim 27.5" / 650b Disc 26" Rim 24" Rim 20" Rim	29" / 700c Disc 29" / 700c Rim 27.5" / 650b Disc 26" Rim 24" Rim 20" Rim	29" / 700c Disc 29" / 700c Rim 27.5" / 650b Disc 26" Rim 24" Rim 20" Rim

STANDARD FEATURES & SPECS

- RC3 Controller
- Proportional Assist
- Generate Mode / Braking
- 3 Year Warranty (w/registration)
- 6 Bolt Disc Compatible
- 135mm O.L.D.
- 6V DC Output
- Compact Power Supply (Charger)
- Gold Plated Motor Power Cable
- Bluetooth Upgrade Optional



ridebionx.com

BIONX GENUINE ACCESSORIES (for all CANbus systems, post-2009)

 RC3 CONTROLLER Short - 190mm \$169.99 For ALL 48V Systems	 RC3 CONTROLLER Long - 2100 mm \$169.99 For ALL 48V Systems	 BLUETOOTH MODULE \$174.99 For ALL RC3 Systems to use the BionX App!	 BT POWER PACK w/Device Charger \$219.99 For ALL RC3 Systems	 DS3 DISPLAY \$199.99 For ALL RC3 Systems	 LIGHT SET \$224.99 For ALL 48V Systems w/DC Output	 POWER SUPPLY \$109.99 For ALL 48V Systems
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Appendix B

The logo for Elby, featuring the word "elby" in a lowercase, orange, sans-serif font.

Elby

Location: NA/Europe

The logo for EVO, featuring the word "evo" in a lowercase, dark blue, sans-serif font, with a green diagonal line through the letter 'v'. A registered trademark symbol (®) is located to the upper right of the word.

EVO

Location: USA

The logo for OHM, featuring the letters "OHM" in a bold, orange, sans-serif font, with a stylized, blocky design.

OHM

Location: USA

The logo for AZUB, featuring a stylized black line drawing of a person riding a bicycle, with the word "AZUB" in a bold, red, sans-serif font below it.

AZUB

Location: Europe

The logo for Back Roads, featuring the word "BACKROADS" in a white, serif font, with the tagline "THE WORLD'S #1 ACTIVE TRAVEL COMPANY" in a smaller, white, sans-serif font below it, all set against a dark blue square background.

Back Roads

Location: USA

The logo for BIBOO, featuring the word "BIBOO" in a bold, black, sans-serif font, with three horizontal lines (blue, green, and red) below it.

Biboo

Location: Europe



Biria

Location: USA



Dynagil

Location: Europe



Easy Bike

Location: Europe



EHLINE

Location: Europe



Douze

Location: Europe



Ginner & Resch

Location: Europe



Grace

Location: Europe



HP Velotechnik

Location: Europe



Mi:Tech

Location: Europe



Schuchmann

Location: Europe



Oxford

Location: Europe



Pro Activ

Location: Europe

The logo for Public Bikes, featuring the word "PUBLIC" in a bold, blue, sans-serif font.

PUBLIC

Public Bikes

Location: North America

The logo for Schmicking Reha, featuring the word "Schmicking" in a blue script font, a stylized yellow and blue "S" graphic, and the text "Hand-made in Germany" in a smaller blue font below.

Schmicking
Hand-made in Germany

Schmicking Reha

Location: Europe

The logo for Smart, featuring a stylized grey and yellow circular icon followed by the word "smart" in a grey, lowercase, sans-serif font.

smart

Smart

Location: Europe, North

The logo for Trio Bike, featuring a red square icon with a white hand gesture, followed by the word "trioBike" in a black, lowercase, sans-serif font, and the text "cargo bikes since 2004" in a smaller black font below.

trioBike
cargo bikes since 2004

Trio Bike

Location: Europe

The logo for Trek, featuring a red shield icon with white diagonal stripes, followed by the word "TREK" in a bold, black, sans-serif font.

TREK

Trek

Location: Europe

The logo for Wheeler Worldwide, featuring the word "WHEELER" in a bold, black, sans-serif font, with "WORLDWIDE" in a smaller, black, sans-serif font below it, all enclosed in a black rectangular border.

WHEELER
WORLDWIDE

Wheeler

Location: Europe

APPENDIX 9

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

STRICTLY PRIVATE AND CONFIDENTIAL

Grant Thornton Limited
 Court-Appointed Receiver of
 BionX Canada Inc.
 Attention: Jennifer Kwon
jennifer.kwon@ca.gt.com

Dear Sir/Madam:

In connection with your interest in a potential transaction (the “**Proposed Transaction**”) with Grant Thornton Limited in its capacity as the court-appointed receiver (the “**Receiver**”) of the property of BionX Canada Inc. (the “**Company**”), the Receiver has agreed to furnish or cause to be furnished to you certain information which is non-public, confidential, personal or proprietary in nature.

In this agreement, the terms “you” and “your” mean _____ (the “**Receiving Party**”), and the terms “we”, “our” and “us” mean the Company, its affiliates and the Receiver.

“**Confidential Information**” means:

- (a) any information relating to the Company or its affiliates or any of their respective businesses, operations, assets, liabilities, plans, prospects, properties or affairs, or to the Proposed Transaction, which has been or is disclosed to or acquired by you regardless of whether such information is in oral, visual, electronic, written or other form and whether or not it is identified as “confidential”;
- (b) any information about an identifiable individual or other information that is subject to any federal, provincial or other applicable statute, law or regulation of any governmental or regulatory authority in Canada relating to the collection, use, storage and/or disclosure of information about an identifiable individual, including the *Personal Information and Protection of Electronic Documents Act* (Canada) and equivalent provincial legislation, whether or not such information is confidential (“**Personal Information**”); and
- (c) any notes, analyses, reports, compilations, forecasts, data, studies, interpretations, or other documents prepared by or on behalf of you or for your benefit that contain, reflect, summarize, analyze, discuss, review or are based on, wholly or partly, such information (“**Work Papers**”).

The term “Confidential Information” shall not include information which (i) now or hereafter becomes generally available to the public other than as a result of a disclosure by you or your Representatives (as defined below), in violation of the terms of this agreement by you or your

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representatives or in violation of any other obligation of confidentiality owed to us or any of us by you, or (ii) are received by you from an independent third party who had obtained the information lawfully and was under no obligation of secrecy or duty of confidentiality owed to us, or (iii) you can show were in your lawful possession before you received such Information from us, or (iv) you can show were independently developed by you or on your behalf by personnel having no access to the Information at the time of its independent development, except in each case, Personal Information is not subject to these exclusions and will be considered Confidential Information notwithstanding anything else contained in this section.

In consideration of and as a condition to the receipt of Confidential Information, the parties agree to the following:

1. You shall keep confidential the Confidential Information and shall not disclose the Confidential Information in any manner whatsoever, in whole or in part, except as permitted by Section 3 and Section 6 of this agreement, and shall use the Confidential Information solely to evaluate and negotiate the Proposed Transaction and not directly or indirectly for any other purpose. Neither you nor any of your affiliates will alter, decompose, disassemble, reverse engineer or otherwise modify any Information received hereunder that relates to the research and development, intellectual property, processes, new product developments, product designs, formulae, technical information, patent information, know-how or trade secrets of the Company.
2. You shall not disclose to any person the fact that the Confidential Information has been made available, this agreement has been entered into, discussions or negotiations are taking place or have taken place concerning the Proposed Transaction, or any of the terms, conditions or other facts with respect to the foregoing, including the status thereof, except as permitted by Section 6 of this agreement.
3. You may disclose Confidential Information to your Representatives (as defined below) provided that: (i) such Representatives need to know the Confidential Information for the purposes of evaluating the Proposed Transaction; and (ii) prior to your making any disclosure to a Representative, each such Representative has been informed of the confidential nature of the Confidential Information and has been directed by you to hold the Confidential Information in the strictest confidence. You shall cause each of your Representatives to observe the terms of this agreement and are responsible for any breach by your Representatives of any of the provisions of this agreement. "**Representative**" means any affiliate, trustee, director, officer, employee, agent, representative or advisor of yours, including accountants, counsel, consultants and financial advisors but for greater certainty does not include prospective lenders or equity co-investors or other potential sources of capital without the prior written consent of the Receiver.
4. You recognize that Confidential Information includes Personal Information. You acknowledge that you and your Representatives are bound by all applicable privacy legislation with respect to any Personal Information disclosed under this agreement.

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5. You may only reproduce or take copies of any Confidential Information as are reasonably necessary for the purposes of evaluating the Proposed Transaction.
6. The disclosure restrictions contained in this agreement do not apply to disclosure that is required by law or any order of any competent court or other authority, or pursuant to the rules of any relevant stock exchange, unless you are permitted or required by law, order or such rule to refrain from making such disclosure for confidentiality or other reasons. Prior to making such disclosure you shall, to the extent not prohibited by such law, order or rule: (a) give the Receiver immediate notice of the requirement and the proposed content of any disclosure; (b) at the Receiver's request, co-operate with the Receiver in limiting the extent of the disclosure and in obtaining an appropriate protective order or pursuing such legal action, remedy or assurance as the Receiver deems necessary to preserve the confidentiality of the Confidential Information; and (c) if a protective order or other remedy is not obtained or the Receiver fails to waive compliance with the provisions of this agreement, disclose only that portion of the Confidential Information that you are, on the advice of your counsel, required to disclose and exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment is given to the Confidential Information disclosed.
7. You shall make the same efforts to safeguard the Confidential Information as you make to safeguard your own confidential and proprietary business information, or all commercially reasonable efforts to safeguard the Confidential Information if such efforts would impose on you a higher standard of care.
8. At any time upon the written request of the Receiver or if you determine not to pursue the Proposed Transaction, subject to Section 9, you shall, within seven (7) business days of the request or determination: (a) return all Confidential Information to the Receiver without retaining any copies, except for that portion of the Confidential Information which consists of Work Papers, which you shall destroy or permanently erase; or (b) destroy or permanently erase all copies of the Confidential Information; and (c) certify to the Company and the Receiver in writing that this Section 8 has been complied with.
9. The Receiving Party may retain: (a) one copy of the Confidential Information pursuant to internal compliance procedures; (b) data or electronic records containing the Confidential Information solely for the purposes of backup, recovery, contingency planning or business continuity planning so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required for backup, recovery, contingency planning or business continuity purposes. You shall keep such retained Confidential Information confidential, subject to the terms of this agreement. The Receiving Party shall permanently delete any data or records that are restored or otherwise become accessible in the ordinary course of business.
10. For a period of two years from the date of this agreement, you and your affiliates, shall not, without the prior written consent of the Receiver:

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- (d) solicit for hire or employ, directly or indirectly, any now or then current or former officer, director or senior employee of the Company, other than through general solicitations by newspaper or similar advertisement or via an executive search firm that was not encouraged or instructed by you or your Representatives to undertake such solicitation; or
 - (e) solicit or contract with any of the Company's potential or actual suppliers or customers identified in the Confidential Information, except in the ordinary course of business consistent with past practice.
- 11. You and your Representatives shall submit or direct all communications regarding the Proposed Transaction, requests for additional Confidential Information and discussions or questions regarding procedures with respect to the Proposed Transaction to the Receiver or as it may otherwise direct in writing. Neither you nor your Representatives shall contact or communicate with any officer, director, employee or agent of the Company or its affiliates or representatives in any way in connection with the Proposed Transaction.
- 12. Neither the Company nor the Receiver makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The Company and the Receiver expressly disclaim any and all liability to you or any other person that may be based upon or relate to the use of the Confidential Information or any errors in or omissions from the Confidential Information. You acknowledge and agree that you are not entitled to rely on the accuracy or completeness of the Confidential Information. Neither you nor we have any obligation to the other to negotiate a Proposed Transaction.
- 13. The parties share a common legal and commercial interest in all Confidential Information which is and remains subject to all applicable privileges, including solicitor-client privilege, anticipation of litigation privilege, work product privilege and privilege in respect of "without prejudice" communications. No waiver of any privilege is implied by the disclosure of Confidential Information to any person pursuant to the terms of this agreement.
- 14. To the extent that the Company owns any Confidential Information, it will remain the exclusive property of the Company. Nothing in this agreement or in the disclosure of any Confidential Information confers any interest in the Confidential Information on you.
- 15. Except as provided for in this agreement, unless and until a written definitive agreement, if any, concerning the Proposed Transaction has been executed and approved by the Court, neither party, its affiliates, nor any of their respective officers, employees, advisors or controlling persons has any legal obligation or liability to the other party, its affiliates, or any of their respective officers, employees, advisors or controlling persons of any kind whatsoever with respect to the Proposed Transaction. The terms and conditions of any definitive agreements between the parties in respect of the Proposed Transaction will supersede the terms of this agreement to the extent they are inconsistent with this agreement. For purposes of this agreement, the term

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“definitive agreement” does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of an offer or bid on your part. Each party reserves the right, in its sole discretion, to reject any and all proposals made by the other party regarding the Proposed Transaction, and to terminate negotiations and discussions with the other party at any time. You acknowledge and agree for the benefit of the Receiver and the Company, that you have read the terms and provisions of the sale process as outlined in the Pre-Filing Report of the Receiver dated February 26, 2018.

16. Except with the prior written consent of the Receiver, you and your Representatives shall not have discussions with, or negotiate with, any persons other than the Receiver to: (a) in any manner acquire, agree to acquire or make any proposal to acquire, directly or indirectly, any property of the Company, (b) enter into, directly or indirectly, any merger, joint venture or business combination involving the Company, (c) seek to control or influence any creditors of the Company in their actions or relationships with respect to the Company, or (d) advise, assist or encourage any other persons in connection with any of the foregoing.
17. Disclosure or use of Confidential Information contrary to this agreement, or any other breach of the terms and conditions of this agreement by you, will give rise to irreparable injury to the Company inadequately compensable in damages. The Receiver may, in addition to any other remedy, enforce the performance of this agreement by way of injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages (and without the requirement of posting a bond or other security) and, notwithstanding that damages may be readily quantifiable, you agree not to plead sufficiency of damages as a defence in any such proceeding. The rights and remedies provided in this agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or equity. All such rights and remedies may be exercised from time to time, and as often and in such order as the applicable party deems expedient. In the event of a breach of your obligations under this agreement, you shall, immediately following discovery of the breach, give notice to the Receiver of the nature of the breach. You shall, upon consultation with the Receiver, take all necessary steps to limit the extent of the breach.
18. The obligations of the parties under this agreement continue and are binding for a period of one year from the date hereof. Notwithstanding the foregoing, you acknowledge that the confidentiality and non-use obligations in this agreement pertaining to Personal Information shall at all times, be subject to applicable privacy laws and shall survive any termination or expiration of this agreement.
19. Any notice, direction or other communication given regarding the matters contemplated by this agreement must be in writing, sent by personal delivery, courier or email and addressed:

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(f) to you at:

Attention: _____

Email: _____

(g) to the Receiver at:

Grant Thornton Limited
 200 King Street West, 11th Floor, Box 11
 Toronto, Ontario
 M5H 3T4

Attention: Jennifer Kwon

Email: jennifer.kwon@ca.gt.com

A notice, direction or other communication is deemed to be given and received (i) if 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. (local time in place of receipt) and otherwise on the next business day, or (ii) if sent by email transmission, on the date of delivery. A party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice, direction or other communication 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.

20. No waiver of any of the provisions of this agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right it may have.
21. This agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such subject matter. This agreement may only be amended, supplemented, or otherwise modified by written agreement signed by all of the parties.
22. You may not assign or transfer your rights or obligations under this agreement, in whole or in part, without the prior written consent of the Receiver.
23. If any provision of this agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or

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is taken, that provision will be severed from this agreement and the remaining provisions will remain in full force and effect.

24. In this agreement, the terms “affiliate” and “control” have the respective meanings specified in National Instrument 45-106 – *Prospectus and Registration Exemptions* on the date of this agreement (and applies regardless of whether a person is or is not an “affiliate” at the date of this agreement), and the term “person” is interpreted broadly to include any individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity.
25. You acknowledge and agree that the Receiver may amend the sale process and is not obligated to accept any offer, including the highest offer. You further acknowledge that Court approval is required in order to accept any offer.
26. This agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto, and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.
27. This agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this agreement.

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

Please indicate your agreement to this letter by signing, dating and returning a copy of this letter to the Receiver, which will constitute a legally binding agreement between the parties with respect to the subject matter of this letter.

Yours truly,

**GRANT THORNTON LIMITED, solely in
its capacity as the court-appointed receiver
of BionX Canada Inc.**

By: _____
Name:
Title:

Accepted and agreed to as of _____, 2018.

By: _____
Name:
Title:

APPENDIX 10

BIONX CANADA INC.,

by **GRANT THORNTON LIMITED**, in its capacity as court-appointed receiver and not in its
corporate or personal capacity

(the “**Vendor**”)

and



(the “**Purchaser**”)

ASSET PURCHASE AGREEMENT¹

[Date]

¹ **Note to Purchaser:** If employees or contracts are to be included in the Transaction, appropriate adjustments will need to be made to this agreement.

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ADDENDA

Schedule "A" List of Purchased Assets
 Schedule "B" List of Excluded Assets
 Schedule "C" Form of Approval and Vesting Order

ASSET PURCHASE AGREEMENT

Asset Purchase Agreement dated ●, 2018 between the Vendor and the Purchaser.

RECITALS:

- (a) Pursuant to an order of the Honourable Thomas J. McEwen of the Ontario Superior Court of Justice (Commercial List) dated February 27, 2018, Grant Thornton Limited was appointed as receiver of all of the assets, properties and undertakings of BionX Canada Inc. (in such capacity, the “**Receiver**”) and was authorized and directed to enter into a sales process in respect of all or substantially all of the BionX Canada Inc.’s assets (the “**Sales Process**”).
- (b) Pursuant to the Sales Process, the Receiver marketed the Purchased Assets (as defined herein) for sale by way of a solicitation letter.
- (c) The Purchaser submitted an offer to purchase the Purchased Assets, which offer has been accepted by the Receiver and is subject to the terms of this Agreement.
- (d) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree with each other as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

Unless the context otherwise requires, the following terms and expressions shall have the meanings set forth below wherever used in this Agreement:

- (a) “**Agreement**” means this Asset Purchase Agreement;
- (b) “**Applicable Law**” means, with respect to a Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, by-laws, ordinances, judgments and decrees and all applicable official directives, rules, consents, approvals, authorizations, guidelines, orders (including judicial or administrative orders) and policies of any Governmental Authority having authority over that Person, property, transaction or event, as the same may be, amended up to and including the date hereof;
- (c) “**Approval and Vesting Order**” means an order substantially in the form attached hereto as Schedule “C” to be granted by the Court which approves and confirms this Agreement and the completion of the Transaction and vests the Purchased Assets in the Purchaser free and clear of all Encumbrances;

- (d) **“Assumed Obligations”** has the meaning set out in Section 2.7(1);
- (e) **“Books and Records”** means all of the books, records, books of account, supplier and customer lists, business information, research and development information, business analyses and plans, and records, and all other documents, files, records, correspondence, electronic information (including emails and web page content), and other data and information, financial or otherwise related to the business within the control or possession of the Vendor at the Closing Date, and including all data and information stored by the Vendor electronically, digitally or on computer related media, which can be transferred in accordance with Applicable Law, but excluding any of the foregoing as applicable to any Excluded Asset;
- (f) **“Business Day”** means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (g) **“Claims”** has the meaning set out in Section 2.7(4);
- (h) **“Closing”** means the successful completion of the Transaction on the Closing Date at the Time of Closing pursuant to the terms of this Agreement;
- (i) **“Closing Cash Payment”** has the meaning set out in Section 2.3(b);
- (j) **“Closing Date”** means the day that is five Business Days after the date on which the Approval and Vesting Order is issued or such other date as the Parties may agree to in writing;
- (k) **“Confidentiality Agreement”** has the meaning set out in Section 4.3(3);
- (l) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (m) **“Deposit”** has the meaning set out in Section 2.4(a);
- (n) **“Encumbrances”** means any liens, charges, deemed trusts, hypothecs, security interests, pledges, leases, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever, excluding any permitted encumbrance, easements and restrictive covenants as agreed to between the parties;
- (o) **“Excluded Assets”** means the assets of BionX Canada Inc. that do not form part of the Purchased Assets being acquired by the Purchaser, including those assets listed on Schedule “B”;
- (p) **“Governmental Authority”** means any domestic or foreign government (with respect to any such government’s jurisdiction), whether federal, provincial, state, municipal or territorial, and any political subdivision, agency, entity or Person

properly exercising executive, legislative, judicial, regulatory or administrative functions of government;

- (q) **"Intellectual Property"** means any domestic and foreign (i) trademarks, trade names, business names, brand names, service marks, copyrights, trade secrets, industrial designs, inventions, patents, formulas, processes, know-how, technology and related goodwill, (ii) issued patents, continuations in part, divisional applications or analogous rights therefor, (iii) telephone and facsimile numbers, domain name registrations, website names, world wide web addresses and social media accounts, (iv) all right, title and benefit to any and all consents, whether express or implied, granted in accordance with or pursuant to *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)* (commonly known as **"Canada's Anti-Spam Law"** or **"CASL"**), and (v) any applications or registrations of any of the foregoing, in each case whether registered or not, as well as all other intellectual property rights in the foregoing;
- (r) **"Outside Date"** has the meaning set out in Section 6.7(1);
- (s) **"Parties"** means, collectively, the Parties to this Agreement and Party means any one of them, as the context requires;
- (t) **"Person"** means an individual, a partnership, a corporation, a trust, a joint venture, a syndicate, a Governmental Authority, and any other form of incorporated or unincorporated association, organization or other entity of any nature, howsoever constituted;
- (u) **"Purchase Price"** has the meaning set out in Section 2.2;
- (v) **"Purchased Assets"** means all of BionX Canada Inc.'s right, title and interest, if any, in the assets listed in Schedule "A", but excluding the Excluded Assets;
- (w) **"Purchaser"** has the meaning set out in the title page;
- (x) **"Receiver"** has the meaning set out in the Recitals;
- (y) **"Representative"** means, in respect of a Party, each director, officer, employee, agent, manager, advisor (whether legal, financial or otherwise), consultant, contractor and other representative of such Party;
- (z) **"Time of Closing"** means 10:00 a.m. (EST) on the Closing Date or such other time on the Closing Date as the Parties may mutually agree;
- (aa) **"Transaction"** means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;

- (bb) **“Transfer Taxes”** means all present and future transfer taxes, sales taxes, harmonized 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 all interest, penalties and fines in connection therewith but excluding any taxes imposed or payable under the *Income Tax Act* and any other applicable income tax legislation; and
- (cc) **“Vendor”** has the meaning set out in the title page.

Section 1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms **“this Agreement”**, **“hereof”**, **“herein”** and **“hereunder”** and similar expressions refer to this Agreement and not to any particular section hereof.

Section 1.3 Extended Meanings

Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term **“including”** means **“including, without limitation,”** and such terms as **“includes”** have similar meanings.

Section 1.4 Currency

All reference to dollars (\$) herein shall be to the lawful currency of Canada.

Section 1.5 Governing Law

This Agreement shall be construed and enforced in accordance with, and the right of the Parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of law rules. Each of the Parties hereby irrevocably submits to the jurisdiction of the courts of the Province of Ontario, and the proper courts of appeal there from, over any action or proceeding arising out of or relating to this Agreement and the Parties hereto irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such courts.

Section 1.6 Schedules

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

Schedule “A” List of Purchased Assets

Schedule “B” List of Excluded Assets

Schedule “C” Form of Approval and Vesting Order

ARTICLE 2 SALE AND PURCHASE AND ASSIGNMENT

Section 2.1 Sale and Purchase of Assets

Subject to the terms and conditions hereof, on the Closing Date the Purchaser agrees to purchase from the Vendor, and the Vendor hereby agrees to sell, assign, set over and deliver to the Purchaser, the Purchased Assets.

Section 2.2 Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets, exclusive of all applicable Transfer Taxes, shall be \$[●] (the “**Purchase Price**”).

Section 2.3 Payment of Purchase Price

Subject to this Agreement, on or prior to the Closing Date, the Purchaser shall pay the Purchase Price as follows:

- (a) as to the amount of the Deposit and interest accrued thereon, by the crediting and set-off of such amount against the Purchase Price; and
- (b) as to the balance of the Purchase Price (the “**Closing Cash Payment**”), by wire transfer in immediately available funds to an account specified by the Vendor.

Section 2.4 Deposit

- (a) The Receiver acknowledges receipt from the Purchaser of a deposit (the “**Deposit**”) of 10% of the Purchase Price.
- (b) If the Closing takes place, the Deposit and any interest thereon (net of any taxes, if applicable) shall be credited and set off against the Purchase Price as indicated in Section 2.3(a).
- (c) The Deposit and any interest thereon shall be returned to the Purchaser on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Vendor to fulfill the conditions in Section 5.1(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date in accordance with Section 5.3(1)(a), unless the failure to obtain the Approval and Vesting Order is as a result of any action or inaction of the Purchaser.
- (d) The Deposit and any interest thereon shall be forfeited in favour of the Vendor on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Purchaser to fulfill the conditions in Section 5.2(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date as a result of any action or inaction of the Purchaser. The forfeiture of the Deposit and any interest thereon in such circumstances to the Vendor shall be liquidated damages, and not a penalty and

is not an exclusive remedy and does not preclude or diminish the Vendor's right to seek damages or other equitable remedies in the event of a breach of this Agreement by the Purchaser.

Section 2.5 Adjustments

There shall be no adjustments in respect of the Purchase Price contemplated in this Agreement, other than the set off contemplated in Section 2.4, regardless of whether there are any changes in conditions, quantities or qualities of the Purchased Assets from the date hereof to the Closing Date.

Section 2.6 Transfer Taxes

The Parties agree that the Purchase Price payable by the Purchaser to the Vendor pursuant to this Agreement does not include any Transfer Taxes and all Transfer Taxes are the responsibility of and for the account of the Purchaser. The Purchaser and the Vendor agree to cooperate to determine the amount of Transfer Taxes payable in connection with the Transaction. If the Vendor is required by Applicable Law or by administration thereof to collect any applicable Transfer Taxes from the Purchaser, the Purchaser shall pay such Transfer Taxes to the Vendor on Closing, unless the Purchaser qualifies for an exemption from any such applicable Transfer Taxes, in which case the Vendor shall not collect any such applicable Transfer Taxes from the Purchaser, provided that the Purchaser, in lieu of payment of such applicable Transfer Taxes to the Vendor, delivers to the Vendor such certificates, elections or other documentation required by Applicable Law or the administration thereof to substantiate and affect the exemption claimed by the Purchaser. The Purchaser shall indemnify the Vendor against any claims which may arise in connection with such Transfer Taxes and the Purchaser further agrees to pay all such amounts including interest and penalties if any, upon written request by the Receiver.

Section 2.7 Assumption of Obligations

- (1) The Purchaser shall assume, fulfill and perform and indemnify and save harmless the Vendor in respect of all obligations in connection with any events, actions, occurrences or circumstances relating to the Purchased Assets after the Time of Closing and not relating to any default arising on or prior to Closing (the "**Assumed Obligations**"). The covenants and agreements made by the Purchaser in this Section 2.7(1) shall survive Closing.
- (2) The Purchaser shall not assume, and shall have no obligation to discharge, perform or fulfil any liabilities and obligations of the Vendor arising on or prior to Closing, with respect to any of the Purchased Assets, whether known, unknown, direct, indirect, absolute, contingent or otherwise or arising out of facts, circumstances or events other than the Assumed Obligations, or with respect to any of the Excluded Assets.
- (3) The Vendor shall not assume, and shall have no obligation to discharge, perform or fulfil any liabilities and obligations of the Purchaser arising from and after the Closing, with respect to any of the Purchased Assets, whether known, unknown, direct, indirect,

absolute, contingent or otherwise or arising out of facts, circumstances or events other than the Assumed Obligations.

- (4) The Purchaser, on its own behalf and on behalf of each of its successors, assigns and affiliates, does agree to and does hereby remise, release and forever discharge the Vendor from and against any and all actions, causes of actions, claims, damages, costs, expenses, interests and demands of every kind and nature whatsoever, whether at law or at equity, or under any Applicable Law, which it ever had, now has, or may in the future have against the Vendor (collectively “**Claims**”), that in any way relate to the Assumed Obligations, provided however that such release shall not extend to Claims resulting from the Vendor’s gross negligence.

Section 2.8 “As is, Where is”

The Purchaser acknowledges that Purchased Assets are being sold on an “**as is, where is**” basis as they shall exist on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that: (a) the Vendor does not and will not guarantee title to the Purchased Assets; and (b) that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, cost, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets, including compliance of the Purchased Assets with Applicable Law (including environmental laws), or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. The description of the Purchased Assets contained in the Schedules is for purpose of identification only. No representation, warranty or condition has or will be given by the Receiver concerning the completeness or accuracy of such descriptions. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to Applicable Law, including but not limited to the *Sale of Goods Act* (Ontario) or similar legislation in any jurisdiction in Canada, shall not apply hereto and have been waived by the Purchaser. The Purchaser acknowledges and agrees that the Vendor is not required to inspect or count, or provide any inspection or counting of the Purchased Assets or any part thereof, and the Purchaser shall be deemed to have relied entirely on its own inspection and investigation of the Purchased Assets, including any current or past uses of the Purchased Assets, and based on the foregoing the Purchaser confirms that it is satisfied as to the effects of any requirements of any Governmental Authority or pursuant to Applicable Law relating to the Purchased Assets or the transfer to the Purchaser of the Purchased Assets.

Section 2.9 Assignments

It shall be the Purchaser’s sole responsibility to obtain, at its own expense, any consents or permits required to effect the transfers or assignments and to obtain any further documents or assurances which are necessary or desirable in the circumstances to complete or to better effect the transfer of the Purchased Assets, including the consents of any Governmental Authority, save and except for any Court orders approving this Transaction, or other Persons insofar as the same apply to the Purchased Assets and the use or possession thereof by the Purchaser.

Section 2.10 Excluded Assets

The Purchaser acknowledges that the Purchased Assets do not include the Excluded Assets and the Parties agree that the Excluded Assets shall remain with the Vendor on the Closing of the Transaction.

Section 2.11 Allocation of Purchase Price

The Purchase Price shall be allocated among the Purchased Assets in a manner mutually agreed between the Parties in writing. Each Party shall report the sale and purchase of the Purchased Assets for all tax purposes in a manner consistent with such allocation, and will complete all tax returns, designations and elections in a manner consistent with such allocation and otherwise follow such allocation for all tax purposes on and subsequent to the Closing Date and may not take any position inconsistent with such allocation.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES**

Section 3.1 Purchaser's Representations

The Purchaser represents and warrants as follows, and acknowledges that the Vendor is relying upon the following representations and warranties in connection with the sale of the Purchased Assets, as at the date hereof and at the Closing Date:

- (a) the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of the jurisdiction of its formation, and is authorized to carry on business in the jurisdiction of its formation;
- (b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;
- (d) neither the execution and delivery of the Agreement nor the consummation of the Transaction will violate or conflict with any Applicable Laws;
- (e) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter

into this Agreement or to consummate the Transaction and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;

- (f) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as at the Time of Closing on the Closing Date, duly and validly executed and delivered by the Purchaser and constitutes or will, as at the Time of Closing on the Closing Date, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;
- (g) the Purchaser is not a non-Canadian person as defined in the *Investment Canada Act* (Canada);
- (h) the Purchaser is not a non-resident of Canada as defined in the *Income Tax Act* (Canada);
- (i) the Purchaser (i) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets, (ii) has relied solely upon its own independent review, investigation and/or inspection of the Purchased Assets and any document furnished to it by the Vendor or any other Person; and (iii) except as expressly set forth in this Agreement, is not relying on any written or oral statements, representations, warranties or guarantees whatsoever, whether express, implied, statutory or otherwise, with respect to the Purchased Assets or the completeness or accuracy of any information provided in connection therewith; and
- (j) the Purchaser has cash on hand and/or firm financing commitments from lenders, in amounts sufficient, to allow it to pay the Purchase Price and all other costs and expenses in connection with the consummation of the Transactions contemplated by this Agreement. The Purchaser will have, as of the Closing Date: (i) sufficient funds available, for purposes of paying the Purchase Price and paying any other amount due hereunder or in respect hereof; and (ii) the resources and capabilities (financial or otherwise) to perform its obligations hereunder. None of the funds used to form any part of the Purchase Price shall have been derived from any unlawful activity.

Section 3.2 Vendor's Representations

The Vendor represents and warrants as follows, and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its acquisition of the Purchased Assets, as at the date hereof and at the Closing Date:

- (a) The Receiver has been appointed by the Court as receiver of BionX Canada Inc. and such appointment is valid and subsisting; and

- (b) The Receiver has the rights to enter into this Agreement and to complete the Transaction on behalf of BionX Canada Inc., subject to obtaining the Approval and Vesting Order.

Section 3.3 Limitations

With the exception of the Purchaser's representations and warranties in Section 3.1 and the Vendor's representations and warranties in Section 3.2, none of the Vendor, the Receiver, the Purchaser, nor their respective Representatives make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of the Vendor, the Receiver, the Purchaser, or the Purchased Assets or the sale and purchase of the Purchased Assets pursuant to this Agreement.

ARTICLE 4 INTERIM PERIOD COVENANTS

Section 4.1 General Covenants

From the date of this Agreement until the Time of Closing on the Closing Date, the Vendor shall:

- (a) remain in possession of the Purchased Assets and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date of this Agreement;
- (b) not enter into any material contract or other material written agreement in respect of any of the Purchased Assets outside of the ordinary course; and
- (c) apply to the Court for a hearing date at which the Vendor shall bring a motion or application seeking the Approval and Vesting Order promptly, and in any case within fourteen (14) Business Days after the date of this Agreement or such other later date to which the Parties may agree. The Vendor shall use commercially reasonable efforts to obtain the Approval and Vesting Order. The Vendor shall advise the Purchaser at least seven (7) Business Days prior to such application of the parties to whom notice of such application is to be sent and shall, if reasonably practicable, provide notice in accordance with the Rules of Civil Procedure or as determined by order of the Court to such additional parties as the Purchaser may demonstrate to the satisfaction of the Vendor, acting reasonably, to have an absolute or contingent interest any of the Purchased Assets.

Section 4.2 Actions to Satisfy Closing Conditions

- (1) The Purchaser agrees to take all such actions as are within its power to control that are commercially reasonable and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 5.2 and 5.3 on or before the Time of Closing.

- (2) The Vendor agrees to take all reasonable actions as are within its power to control that are commercially reasonable and shall use its respective commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth Section 5.1 and 5.3 on or before the Time of Closing.

Section 4.3 Access Rights

- (1) Upon at least two Business Days' prior notice by the Purchaser to the Vendor and at any time prior to the Closing Date, the Vendor shall use commercially reasonable efforts to obtain reasonable access for the Purchaser to the Purchased Assets as are at such time in the possession or control of the Vendor (excluding the Purchased Assets held by third parties). Such access shall be during normal business hours and in each case prior to Closing for the purpose of enabling the Purchaser to conduct such inspections of the Purchased Assets as it deems appropriate, acting reasonably. Such inspection shall only be conducted in the presence of a Representative of the Vendor, if so required at the discretion of the Vendor. The Purchaser agrees that such tests and inspections shall not include any tests or inspections by any Governmental Authority and specifically acknowledges and agrees that it shall not request or, through its actions, prompt or cause any tests or inspections to be made by any Governmental Authority. The Purchaser agrees to indemnify and save the Vendor and their Representatives harmless from and against all Claims incurred or arising from or in any way directly related to physical harm to property or people caused by the Purchaser's inspection of the Purchased Assets or the attendance of the Purchaser or its Representatives at properties at which any of the Purchased Assets are situate.
- (2) Upon at least two Business Days' prior notice by the Purchaser to the Vendor and at any time prior to the Closing Date, the Vendor shall use commercially reasonable efforts to afford the Purchaser and its Representatives such access as they may reasonably require at all reasonable times, including for the purpose of facilitating integration business planning, to their officers, employees, agents, properties, books, records and contracts and shall furnish all data and information relating to the Purchased Assets as the Purchaser may reasonably request.
- (3) The Parties acknowledge and agree that all information furnished by this Section 4.3 shall be subject to the terms and conditions of the confidentiality agreement between the Purchaser and Vendor dated [●], 2018 (the "**Confidentiality Agreement**").

Section 4.4 Books and Records

The Receiver, any trustee, trustee in bankruptcy or similar official appointed with respect to the Vendor, and each of their Representatives shall, for a period of six years from the Closing Date, have access to, and the right to copy, at their expense to the extent necessary or useful in connection with their administration and discharge of their duties and obligations, including the filing of any tax return or the defence or settlement of any litigation or to comply with any Applicable Law and during usual business hours, upon reasonable prior notice to the Purchaser, all Books and Records relating to the business, the Purchased Assets and the Assumed Obligations which are to be transferred and conveyed to the Purchaser pursuant to

this Agreement. The Purchaser shall use reasonable efforts to retain and preserve all such Books and Records for such six year period. The Purchaser shall not be responsible or liable to the Receiver or any other Person for or as a result of any unintentional loss or destruction of or damage to any of the Books and Records.

Section 4.5 Confidentiality

The Purchaser acknowledges having signed the Confidentiality Agreement. The Purchaser agrees that except as provided in this Section 4.5, the Confidentiality Agreement continues to apply and the Purchaser is bound by its terms. Upon Closing, the Confidentiality Agreement will terminate. If the Closing does not occur, the Confidentiality Agreement will remain in effect in accordance with and subject to its terms.

ARTICLE 5 CONDITIONS

Section 5.1 Conditions – Purchaser

- (1) The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date, as applicable:
 - (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date;
 - (b) no legal or regulatory action or proceedings shall be pending to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby or the right of the Vendor to complete the Transaction or the right of the Purchaser to acquire the Purchased Assets; and
 - (c) the Vendor shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.
- (2) The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

Section 5.2 Conditions – Vendor

- (1) The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date:
 - (a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date;

- (b) no legal or regulatory action or proceedings shall be pending to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby or the right of the Vendor to complete the Transaction or the right of the Purchaser to acquire the Purchased Assets; and
 - (c) the Purchaser shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.
- (2) The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing.

Section 5.3 Approval and Vesting Order

- (1) The obligations of the Parties to complete the Transaction are subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date:
- (a) the Approval and Vesting Order shall have been made by the Court approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Vendor in the Purchased Assets, free and clear of all liens, security interests and other encumbrances, and the Approval and Vesting Order shall not have been stayed, varied, or vacated (or any such appeal shall have been dismissed with no further appeal therefrom); and
 - (b) The Receiver shall have delivered its certificate confirming the satisfaction of all conditions under this Agreement and the vesting of the Purchased Assets pursuant to the Approval and Vesting Order as contemplated by the Approval and Vesting Order.
- (2) The Parties hereto acknowledge that the foregoing conditions are for their mutual benefit. Upon the Court's acceptance of the Approval and Vesting Order, the Vendor shall provide notice of such acceptance to the Purchaser in writing.

Section 5.4 Non-Satisfaction of Conditions

- (1) If any condition set out in this section is not satisfied or performed prior to the time specified therefore, the Party for whose benefit the condition is inserted may:
- (a) waive compliance with the condition in whole or in part in its sole discretion by written notice to the other Party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
 - (b) on or prior to the Closing Date, elect on written notice to the other Party to terminate this Agreement before Closing or, with the agreement of the other Party, terminate a portion of this Agreement.

- (2) The Deposit and any interest thereon shall be returned to the Purchaser on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Vendor to fulfill the conditions in Section 5.1(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date in accordance with Section 5.3(1)(a), unless the failure to obtain the Approval and Vesting Order is as a result of any action or inaction of the Purchaser.
- (3) The Deposit and any interest thereon shall be forfeited in favour of the Receiver on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Purchaser to fulfill the conditions in Section 5.2(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date as a result of any action or inaction of the Purchaser. The forfeiture of the Deposit and any interest thereon in such circumstances to the Receiver shall be liquidated damages, and not a penalty and is not an exclusive remedy and does not preclude or diminish the Receiver's right to seek damages or other equitable remedies in the event of a breach of this Agreement by the Purchaser.

ARTICLE 6 CLOSING

Section 6.1 Closing

The completion of the Transaction on the Closing Date shall take place at the offices of the Receiver's solicitors in the City of Toronto, in the Province of Ontario, at the Time of Closing or as otherwise determined by mutual agreement of the Parties in writing.

Section 6.2 Purchaser's Deliveries on Closing

At or before the Time of Closing on the Closing Date, the Purchaser shall execute and deliver to the Vendor, the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

- (a) evidence of payment of the Closing Cash Payment in accordance with Section 2.3;
- (b) evidence of payment (or an exemption therefrom) of all Transfer Taxes required by Applicable Law to be paid at or prior to Closing;
- (c) an assignment and assumption agreement evidencing the assignment by the Vendor and the assumption by the Purchaser of the Assumed Obligations;
- (d) an officer's certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true and correct in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all respects the covenants to be performed by it prior to the Closing Time; and

- (e) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

Section 6.3 Vendor's Deliveries on Closing

At or before the Time of Closing on the Closing Date, the Vendor shall execute and deliver or cause to be executed and delivered to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) a certified copy of the Approval and Vesting Order;
- (b) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;
- (c) a receipt for the amount of the Closing Cash Payment executed by the Vendor;
- (d) an assignment and assumption agreement evidencing the assignment by the Vendor and the assumption by the Purchaser of the Assumed Obligations;
- (e) an officer's certificate dated as of the Closing Date confirming that all of the representations and warranties of the Vendor contained in this Agreement are true and correct in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Vendor has performed in all respects the covenants to be performed by it prior to the Closing Time; and
- (f) all necessary deeds, conveyances, assurances, transfers and assignments and any other instruments necessary or reasonably required to transfer the Purchased Assets to the Purchaser.

Section 6.4 Possession of Assets

On Closing, the Purchaser shall take possession of the Purchased Assets where situate at the Time of Closing on the Closing Date. The Purchaser acknowledges that the Vendor does not have any obligation to deliver physical possession of the Purchased Assets to the Purchaser and that the Purchaser is solely responsible for any costs or expenses relating to gaining access in and to the Purchased Assets, provided however that upon the Receiver using commercially reasonable efforts to ascertain all passwords and other credentials to access any and all software, servers, Intellectual Property, information technology and other Purchased Assets which require any passwords or other credentials in order to be accessed, then the Vendor shall deliver same to the Purchaser at Closing. In no event shall the Purchased Assets be sold, assigned, transferred or set over to the Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied and the Purchaser has satisfied all delivery requirements outlined in Section 6.2.

Section 6.5 Risk

The Purchased Assets shall be and remain at the risk of the Vendor until the Time of Closing on the Closing Date and at the risk of the Purchaser from and after the Time of Closing on the Closing Date. If, prior to Closing, the Purchased Assets are substantially damaged or destroyed by fire or other casualty, then except where such event shall have been caused by the Purchaser, its employees or agents, at its option, the Purchaser may decline to complete the Transaction and the Deposit shall be returned to the Purchaser together with any interest earned thereon. Such option may be exercised by notice to the Vendor within 15 days after notification to the Purchaser by the Vendor of the occurrence of damage, destruction or other casualty (or prior to the Closing Date if such occurrence takes place within 15 days of the Closing Date), which notice shall be delivered by the Vendor to the Purchaser promptly upon the occurrence of any such damage, destruction or other casualty. If, because of such damage, destruction or casualty, the Purchaser declines to complete the Closing of the Transaction, this Agreement shall be terminated automatically and the Purchaser shall not be entitled to any other compensation or claim against the Vendor pursuant to this Agreement upon exercise of such option, provided however that this provision shall not preclude the Purchaser from other compensation or claim against the Vendor if such damage, destruction or casualty results from the Vendor's gross negligence. If the Purchaser does not exercise its option under this section to decline to complete the Transaction, the Purchaser shall complete that Transaction and shall be entitled to an assignment of the proceeds of insurance paid or payable on account of such damage, destruction or other casualty, which proceeds shall be deemed to be a Purchased Asset. Where any damage, destruction or other casualty is not substantial, the Purchaser shall complete the Transaction and shall be entitled to an assignment of the proceeds of insurance paid or payable on account of such damage, destruction or other casualty, which proceeds shall be deemed to be a Purchased Asset provided that such damage, destruction or other casualty is insured or, otherwise, to an agreed abatement to the Purchase Price commensurate with the damage, destruction or other casualty.

Section 6.6 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction, such dispute will be determined by the Court or by such other Person or in such other manner as the Court may direct.

Section 6.7 Termination

- (1) If the Closing Date has not occurred by 11:59 p.m. (Toronto time) on [●] or such later date as the Parties may mutually agree (the "**Outside Date**"), either Party may thereafter immediately terminate this Agreement upon written notice to the other Party provided that a Party may not terminate this Agreement for such reason if such Party has failed to perform any one or more of its obligations under this Agreement to be performed at or prior to Closing and the Closing has not occurred because of such failure.
- (2) If either the Vendor or the Purchaser validly terminate this Agreement pursuant to the provisions of Sections 5.4, 6.5 or 6.7(1) this Agreement shall become void and of no further force and effect and all obligations of the Parties pursuant to this Agreement shall be at an end in respect of the Transaction, except for those provisions which

expressly survive termination. Nothing in this Section 6.7(2) shall be deemed to relieve any Party from liability for any breach of this Agreement or to impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.

ARTICLE 7 GENERAL

Section 7.1 Further Assurances

Each of the Parties shall, from time to time after the Closing Date, at the request and expense of the other, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents and further assurances as may be reasonably necessary to give effect to this Agreement.

Section 7.2 Disclosure of Agreement

Each of the Parties agree that this Agreement shall be filed in the receivership proceedings with such redactions as are agreed upon between the Parties and the Court.

Section 7.3 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered personally, or by e-mail or transmitted by fax (if a fax number is provided), as follows:

- (a) If to the Receiver, addressed to:

BionX Canada Inc.
c/o Grant Thornton Limited
12th Floor, 50 Bay Street
Toronto, ON M5J 2Z8

Attention: Michael Creber
Tel: (416) 369-7047
Email: michael.creber@ca.gt.com

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

Stikeman Elliott LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Haddon Murray
Tel: (416) 869-5500
Fax: (416) 947-0866
Email: hmurray@stikeman.com

(b) If to the Purchaser, addressed to:

[●]

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

[●]

Any such notice or other communication, if given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by fax before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day, and if transmitted by fax after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

Section 7.4 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties or by their respective solicitors.

Section 7.5 Survival

The representations and warranties of the Parties hereto contained in this Agreement shall survive Closing.

Section 7.6 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor. Notwithstanding the foregoing, the Purchaser shall be entitled, without any requirement of consent, to assign the benefit of this Agreement to a wholly owned subsidiary provided that any such assignment shall not release the Purchaser jointly or severally from any obligation or liability for performance of the Purchaser's obligations under this Agreement, including Closing, subject to the terms and conditions provided for in this Agreement.

Section 7.7 Entire Agreement

This Agreement and the attached Schedules constitute the entire agreement between the Parties with respect to the subject matter and supersede all prior negotiations and understandings and offers by the Purchaser to the Receiver, in its capacity as receiver for the Vendor. This Agreement may not be amended or modified in any respect except by written instrument executed by the Parties.

Section 7.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement and any other agreement, document or instrument executed or delivered in connection with the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of

such conflict or inconsistency; provided, however, that any order of the Court relating to this Transaction (including the Approval and Vesting Order) shall prevail to the extent of any conflict or inconsistency between such order and this Agreement.

Section 7.9 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 provisions validity or enforceability in any other jurisdiction.

Section 7.10 Commission

The Purchaser acknowledges that there are no agent or broker fees or other commissions payable by the Purchaser on the Purchase Price or otherwise in connection with the Transaction, and the Purchaser agrees to indemnify the Vendor against any claim for compensation or commission by any third party or agent retained by the Purchaser in connection with, or in contemplation of, the Transaction.

Section 7.11 Receiver's Capacity

The Receiver acts in its capacity as receiver of the Vendor and shall have no personal or corporate liability under this Agreement.

Section 7.12 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 of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 7.13 No Strict Construction

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise in favouring or disfavouring either Party by virtue of authorship of any provision of this Agreement.

[Signature Page Follows.]

The Parties have executed this Agreement as of the date first above written.

●

By: _____

Name:

Title:

**GRANT THORNTON LIMITED, in its
capacity as court-appointed receiver of
BIONX CANADA INC. and not in its
corporate or personal capacity**

By: _____

Name:

Title:

Schedule "A"
List of Purchased Assets²

[NTD: To be provided by Grant Thornton.]

² **Note to Purchaser:** Please indicate whether the asset class purchase is severable or *en bloc*. If the purchase is severable, please indicate a denomination of the purchase price for each asset class.

Schedule "B"
List of Excluded Assets

[NTD: To list assets that the Purchaser elects not to purchase.]

Schedule "C"
Form of Approval and Vesting Order

(See Attached.)

[NTD: Any deviation from the Commercial List model form of Approval and Vesting Order (attached) to be noted and blacklined by Purchaser.]

Offer Form

OFFER FORM

To: BionX Canada Inc.
c/o Grant Thornton Limited,
200 King Street West, 11th Floor
Toronto, Ontario,
Canada M5H 3T4
Attention: J. Kwon

(Name of Bidder)

(Address of Bidder)

(Person to be contacted)

(Telephone number)

(Facsimile number)

(Email address)

1. I/We hereby offer to purchase from Grant Thornton Limited, as court-appointed receiver and receiver-manager of BionX Canada Inc. ("**BionX**" or the "**Company**") (the "**Receiver**"), all of the right, title and interest, if any, of BionX in the following assets and undertaking (the "**Assets**"), en bloc or otherwise:

PURCHASE PRICE

A. PARCELS 1 TO 7 - INVENTORY			
PARCEL 1.	Finished Goods – various finished kits/ models located within the BionX facilities, pursuant to the list attached as Appendix A-1 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 2.	Motors and Related Components – various motors and magnet ring assemblies (different sizes), pursuant to the list attached as Appendix A-2 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 3.	Batteries and Battery Components/ Parts – various batteries and battery components including cases, cells, chargers, parts, plates and levers, pursuant to the list attached as Appendix A-3 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 4.	Wheels, Rims and Related Components – various wheels, velcro, rims, shrinks, sleeves, spokes, and stators, pursuant to the list attached as Appendix A-4 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 5.	Cables and Electrical Parts – various cables (including but not limited to, battery cables, bicycle cables, charger cables, communication cables, cable assemblies, extension communication cables, power cables, and power cords etc.), consoles (including but not limited to, rubber central mount consoles of various diameters), dock stations, electrical parts (including but not limited to hall sensors and wires), and wire harnesses, pursuant to list attached as Appendix A-5 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 6.	Hardware and Accessories – various hardware (including but not limited to ball bearings, nipple sapim brass, nut serrated flanges) and accessories (including but not limited to accessory bag, cable straps and Bluetooth external adaptors), pursuant to the list attached as Appendix A-6 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 7.	Miscellaneous Parts and Inventory – miscellaneous inventory, covers, instructions, lavel, o-rings, packaging and adhesives, pursuant to the list	\$ _____	(Canadian Dollars)

	attached as Appendix A-7 to this Offer Form.		
B. PARCELS 8 TO 22 – FIXED ASSETS			
PARCEL 8.	Assembly Line – Generation 1 & 2 – items including but not limited to pallets and assembly stations, screw guns, tool balancer, working tables for the assembly of G1 & G2 BionX motors, pursuant to the list attached as Appendix A-8 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 9.	Assembly Line – Generation 4 – items including but not limited to fume extractors, loctite dispensers, screw guns, soldering irons and working tables for the assembly of G4 BionX motors, pursuant to the list attached as Appendix A-9 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 10.	Assembly Line – Integrated Gear Hub – including but not limited to blocker press, fume extractors, soldering irons and working tables for the assembly of IGH BionX motors, pursuant to the list attached as Appendix A-10 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 11.	Battery Charging Equipment – battery charger, mobile battery racks, screw guns and working table, pursuant to the list attached as Appendix A-11 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 12.	Wheel Building Equipment – including but not limited to mobile rack (motors), nipple feeder and gun, wheel truing stands and working tables, pursuant to the list attached as Appendix A-12 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 13.	Magnet Ring Assembly – including but not limited to magnet checkers (G1& G2 and G4), mobile racks, vacuum table and ring shut, pursuant to the list attached as Appendix A-13 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 14.	Motor and Wheel Testing Equipment – EMC motor tester, wheel durability testers, and spoke pull tests, pursuant to the list attached as Appendix A-14 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 15.	Shaft and Strain Gauge Assist Station – including but not limited to	\$ _____	(Canadian Dollars)

	barcode printer SATO, label printers, and working tables, pursuant to the list attached as Appendix A-15 to this Offer Form.		
PARCEL 16.	Racking – including but not limited to beams, beam dividers, mesh and uprights, pursuant to the list attached as Appendix A-16 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 17.	Packaging and Shipping Equipment –including but not limited to gravity racks, label printers, tap gluing M/C, and upright safety bots, pursuant to the list attached as Appendix A-17 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 18.	Engineering Equipment – including but not limited to baking pans, big resistors and mobile baking pan racks, pursuant to the list attached as Appendix A-18 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 19.	Lab Test Equipment –including but not limited to black cabinet including measuring tools, environmental chamber, motorized height gauge and rockwell hardener testers, pursuant to the list attached as Appendix A-19 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 20.	Machine Shop Equipment – including but not limited to fume extractors, hydraulic presses, milling M/C's and soldering irons, pursuant to the list attached as Appendix A20 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 21.	Work Tables/ Benches and Cabinets – including but not limited to big steel table, organized shelving, shipping containers and various working benches, pursuant to the list attached as Appendix A21 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 22.	Other: Machines, Frames, Bikes, and Tables – including but not limited to battery cover closure press, berner air curtains, spider press, and vibrating table, pursuant to the list attached as Appendix A-22 to this Offer Form.	\$ _____	(Canadian Dollars)
C. PARCELS 23 TO 24 – OFFICE FURNITURE AND ART WORKS			
PARCEL 23.	Office Furniture – including but not limited to desks, tables, filing cabinets, photocopiers, TV's and monitors,	\$ _____	(Canadian Dollars)

	pursuant to the list attached as Appendix A-23 to this Offer Form.		
PARCEL 24.	Art Work #1 - various picture prints and paintings, pursuant to the list attached as Appendix A-24 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCELS 25 TO 26 – PATENTS			
PARCEL 25.	Patents owned by BionX Canada Inc. — including but not limited to bicycle frame construction, bicycle having internally routed control cables, bicycle lighting system, and watercraft deck (finbow) industrial design patent, pursuant to the list attached as Appendix A-25 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 26.	Patents owned by other entities — patents that are not currently registered in the name of BionX Canada Inc. The following non-exhaustive patents can be transferred to BionX Canada Inc. upon notification: combined motor and pedal drive for a vehicle, planetary gear and impulse control for scooter, pursuant to the list attached as Appendix A-26 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 27 – TRADEMARKS			
PARCEL 27.	BionX logo and slogan – the BionX logo and slogan, “Powered by BionX”, trademark registered in various countries and regions pursuant to the list attached as Appendix A-27 attached to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 28 – DOMAINS			
PARCEL 28.	Domains – various website links, pursuant to the list attached as Appendix A-28 to this Offer Form.	\$ _____	(Canadian Dollars)
PARCEL 29 – CUSTOMER LISTING			
PARCEL 29.	Customer listing – the complete list of BionX Canada Inc.’s customers and vendors.	\$ _____	(Canadian Dollars)
PARCEL 30 – SUBSIDIARY SHARES			
PARCEL 30.	Subsidiary shares – BionX Canada Inc.’s shares in each of its subsidiaries,	\$ _____	(Canadian Dollars)

	pursuant to the list attached as Appendix A-30 to this Offer Form.		
PARCEL 31 – ACCOUNTS RECEIVABLE			
PARCEL 31	Accounts receivable – BionX Canada Inc.'s complete list of accounts receivable including but not limited to names of vendors, invoice date, and balance as at April 27, 2018, pursuant to the list attached as Appendix A-31 to this Offer Form.	\$_____	(Canadian Dollars)

GRAND TOTAL AMOUNT OF OUR OFFER: \$_____ (“**Purchase Price**”)
(exclusive of any taxes, charges, liens, duties, or other levies)

2. Enclosed is my/our certified cheque or bank draft payable to “Grant Thornton Limited, in Trust”, in the total amount of CDN\$_____ as a deposit representing ten percent (10%) of the total amount of the Purchase Price submitted herein (the “**Deposit**”).
3. This Offer is:
 - (a) _____ an en bloc offer and is therefore conditional upon acceptance of all of the specific parcels for which bids are entered above; or
 - (b) _____ not an en bloc offer whereby the Receiver may accept any, all, or any combination of the specific parcels for which bids are entered above.

(please mark with an “X” in one of the two alternative subparagraph boxes above to indicate the type of offer)
4. In the event that I/we omit or neglect to mark one of the boxes in subparagraphs 3(a) and 3(b) above, I/we agree that my/our offer shall be an en bloc offer and the provisions of subparagraph 3(a) shall apply as if I/we had selected and marked that same subparagraph.
5. The undersigned acknowledges and agrees that this offer shall become irrevocable on May 15, 2018 and the Deposit shall be forfeited to the Receiver on account of liquidated damages if the offer is withdrawn by the Purchaser after May 15, 2018.
6. The undersigned acknowledges the receipt of the Standard Terms and Conditions as set forth in Appendix “B” (the “**Standard Terms and Conditions**”). The undersigned acknowledges that this offer is subject to said Standard Terms and Conditions, including, without limitation, that the Receiver reserves the right not to accept the highest or any offer submitted and that the Assets are to be conveyed on an “AS IS, WHERE IS” basis as further set out therein, which Standard Terms and Conditions are hereby incorporated herein by reference and that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Standard Terms and Conditions.

7. The undersigned acknowledges that together the offer and the Standard Terms and Conditions constitute a binding agreement, subject to acceptance by the Receiver and the other terms set out herein. The undersigned further acknowledges that it has submitted an executed sale agreement for the Assets (the "**Sale Agreement**"), along with a blackline to the draft sale agreement provided to bidders. The Sale Agreement provided by the undersigned shall be capable of acceptance by the Receiver but there shall be no such obligation and the Receiver may request such additional terms as are necessary or desirable in its sole discretion.
8. The Sale Agreement, once it is accepted and executed, will be submitted to the Ontario Superior Court of Justice (Commercial List) on a motion to be made by the Receiver, on terms satisfactory to the Receiver in its sole and absolute discretion, for the approval of the Court and or the issuance of a vesting order in respect of same (the "**Approval and Vesting Order**").
9. If the Purchaser requires use of and access to the leased premises located at 455 Magna Drive, Aurora, Ontario (the "**Premises**") to remove and relocate any Assets located therein, such use and access will be subject to terms of an agreement with the landlord of the Premises, to be negotiated.
10. The Purchaser will leave the Premises in a clean, "broom swept" condition and will repair any damages caused due to its use and access or caused by the removal of the Assets purchased by the Purchaser, including without restriction, completion of all safety related repairs and modifications such as termination of electrical connections, water, gas, air and other piping in accordance with the Building Code.
11. The Purchaser shall be liable for any environmental conditions or damage caused by the removal of any hazardous, environmentally-regulated or waste substances of any kind (the "**Waste Material**") associated with the Assets. For certainty, as part of the removal of the Assets, the Purchaser shall be responsible, at their own cost, for the proper removal and/or disposal of any Waste Materials arising from or relating to the Assets purchased.
12. The undersigned shall not be entitled to possession of the Assets until: (i) the offer contemplated herein has been accepted, (ii) the Purchase Price, applicable taxes and all other payments to be made by the undersigned have been paid in full to the Receiver, (iii) the terms of the Approval and Vesting Order have been complied with, and (iv) all other manner or thing as is reasonably necessary to close the transaction contemplated herein has been completed to the satisfaction of the Receiver.
13. The undersigned agrees to close the transaction contemplated herein on the later of **May 31, 2018**, or within **5 business days** after the issuance of the Approval and Vesting Order, if such Order is required.

DATED at _____, this _____ day of _____, 2018.

Signature of Witness

Signature of Person

OR

(Name of Corporation)

Authorized Signing Officer

Name:

Title:

Appendix “B”

Standard Terms and Conditions

1. The Receiver will consider written offers to purchase the Company’s right, title and interests, if any, in the Assets. Such offers must be in a sealed envelope marked:

“DO NOT OPEN: OFFER RE: BIONX CANADA INC.”

All offers must be received by GRANT THORNTON LIMITED at 200 King Street West, 11th Floor, Toronto, Ontario, M5H 3T4, Attention: Jennifer Kwon no later than 5:00 pm EST, May 15, 2018 (“Offer Closing Date”).

2. The Company’s right, title and interests, if any, in the Assets are being sold on an “as is, where is” and “without recourse” basis with no representations or warranties of any nature and kind whatsoever as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, condition, zoning or lawful use of the Assets or the existence, quality, value or the validity, invalidity, or enforceability of any patent, copyright or trademark right, or any other matter or thing whatsoever, either stated or implied including any outstanding work orders or requirements by any regulatory authority. Each party making an offer (the “**Offeror**”) must rely entirely on its own judgment, inspection and investigation of the Assets and any rights necessary to, and appurtenant or otherwise to the Assets. Any documentation and/or information provided has been prepared or collected solely for the convenience of prospective purchasers and is not warranted to be complete or accurate and is not part of these Standard Terms.
3. All offers must include a fully completed Offer Form, as provided by the Receiver, and Sale Agreement, capable of acceptance by the Receiver. Supplemental information must be in written form, signed by a duly authorized officer(s) of the Offeror.
4. All offers accepted by the Receiver are conditional upon and subject to the approval of the Court.
5. All offers must be accompanied by a bank draft or certified cheque payable to “Grant Thornton Limited, - In Trust” in an amount equal to at least 10% of the gross purchase price offered for the Assets, which amount will be subject to the terms hereof.
6. If the contemplated sale is not completed by the successful Offeror (the “**Purchaser**”) by reason of the Purchaser’s default, the deposit shall be retained by the Receiver and the Receiver shall be entitled to pursue all of its rights and remedies against the Purchaser. If the contemplated sale is not completed by the Receiver by reason of the Receiver’s default, the deposit shall be returned in full, without interest, to the Purchaser, the Purchaser shall have no further recourse against the Receiver, and the Sale Agreement is null and void.
7. Certified cheques or drafts accompanying offers that are not accepted by the Receiver shall be returned, without interest, by regular mail or courier addressed to the Offeror at the

address given in the Offer within ten (10) days following the Offer Closing Date of **May 15, 2018, 5:00p.m. EST**, unless otherwise arranged with the Offeror.

8. Where an Offeror withdraws its offer after **May 15, 2018, 5:00p.m. EST**, but before the date on which the Offeror receives notification of the decision made regarding the offers, at a minimum, the deposit shall be forfeited on account of liquidated damages by the Offeror to the Receiver.
9. The Purchaser agrees to indemnify the Receiver and save the Receiver harmless from and against any and all costs, expenses, liabilities and damages incurred or suffered by the Receiver as a result of the failure of the Purchaser to pay any taxes, duties, fees and like charges eligible in connection with the Sale Agreement. It shall be the Purchaser's sole responsibility to obtain, and pay the cost of obtaining, any consents, permits, licenses or other authorizations necessary or desirable for the transfer to the Purchaser of the Assets.
10. The Purchaser shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the Assets.
11. The highest or any offer shall not necessarily be accepted.
12. The Receiver reserves the right to amend or terminate the proposal or tender process, or to withdraw or amend the Assets offered for sale, at any time, at its sole discretion. With respect to any withdrawal or amendment, the sole obligation of the Receiver to the Purchaser shall be to inform them of the withdrawal of any asset or any amendment to any of the Assets offered for sale.
13. The submission of an offer to the Receiver shall constitute an acknowledgement and an acceptance by the Offeror of the terms of the accompanying "Disclaimer", as well as these "Standard Terms and Conditions".
14. GRANT THORNTON LIMITED is acting solely in its capacity as Receiver and not in its personal or corporate capacity. The Receiver shall have no personal or corporate liability of any kind, whether in contract or in tort or otherwise.
15. The Purchaser acknowledges and agrees that the Receiver is not required to inspect the purchased Assets or any part thereof and the Purchaser shall be deemed, at its own expense to have relied entirely on its own inspection and investigation. The Purchaser acknowledges that all warranties and conditions express or implied, pursuant to the *Sale of Goods Act* (Ontario) or similar legislation in other jurisdictions does not apply hereto and are hereby waived by the Purchaser.
16. The Purchaser agrees that all the insurance maintained by the Receiver shall be cancelled on the closing of the transaction contemplated herein and that the Purchaser shall be responsible for placing its own insurance thereafter.
17. The Purchaser represents and warrants that, if it is a Company:
 - (a) it is a Company duly incorporated, organized and subsisting under the laws of Canada, Ontario or another province of Canada;

- (b) it has the corporate power and authority to enter into and perform its obligations under the Sale Agreement and all necessary actions and approvals have been taken or obtained by the Purchaser to authorize the creation, execution, delivery and performance of the Sale Agreement and 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 (if accepted by the Receiver); and,
 - (c) it is not a non-Canadian for the purpose of the *Investment Canada Act* (Canada) and it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
- 18. All stipulations as to time are strictly of the essence.
- 19. Any tender of documents or money hereunder may be made upon the Receiver and Purchaser at their respective addresses indicated in the Sale Agreement, or their respective solicitors.
- 20. The Purchaser shall not assign its rights and obligations under this Offer or the Sale Agreement without the written consent of the Receiver, which may be unreasonably or arbitrarily withheld.
- 21. The validity and interpretation of the Offer and the Sale Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada, and such Offer and the Sale Agreement shall enure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, successors or permitted assigns as the case may be.
- 22. The Receiver shall not be required to pay any commission or brokerage fee, or finders' fee or remuneration to any person whatsoever in connection with any sale pursuant to the Sale Agreement.
- 23. Unless otherwise specifically stated herein, all obligations, representations and warranties of the Purchaser contained in the Sale Agreement shall survive the completion of the sale.
- 24. The Purchaser acknowledges that any information supplied to the Purchaser by the Receiver or its agents or representatives is, and was supplied, without any representation or warranty, and that the responsibility for the verification of any such information shall be wholly the responsibility of the Purchaser.

May 3, 2018

APPENDIX 11

BIONX CANADA INC.,
by **GRANT THORNTON LIMITED**, in its capacity as court-appointed receiver and not in its
corporate or personal capacity
(the “Vendor”)
and
CRESCENT COMMERCIAL CORPORATION
(the “Purchaser”)

ASSET PURCHASE AGREEMENT

June 5, 2018

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ADDENDA

Schedule "A" List of Purchased Assets
Schedule "B" Form of Approval and Vesting Order

ASSET PURCHASE AGREEMENT

Asset Purchase Agreement dated June 5, 2018 between the Vendor and the Purchaser.

RECITALS:

- (a) Pursuant to an order of the Honourable Thomas J. McEwen of the Ontario Superior Court of Justice (Commercial List) dated February 27, 2018, Grant Thornton Limited was appointed as receiver of all of the assets, properties and undertakings of BionX Canada Inc. (in such capacity, the “Receiver”) and was authorized and directed to enter into a sales process in respect of all or substantially all of the BionX Canada Inc.’s assets (the “Sales Process”).
- (b) Pursuant to the Sales Process, the Receiver marketed the Purchased Assets (as defined herein) for sale by way of a solicitation letter.
- (c) The Purchaser submitted an offer to purchase the Purchased Assets, which offer has been accepted by the Receiver and is subject to the terms of this Agreement.
- (d) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree with each other as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

Unless the context otherwise requires, the following terms and expressions shall have the meanings set forth below wherever used in this Agreement:

- (a) “**Agreement**” means this Asset Purchase Agreement;
- (b) “**Applicable Law**” means, with respect to a Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, by-laws, ordinances, judgments and decrees and all applicable official directives, rules, consents, approvals, authorizations, guidelines, orders (including judicial or administrative orders) and policies of any Governmental Authority having authority over that Person, property, transaction or event, as the same may be, amended up to and including the date hereof;
- (c) “**Approval and Vesting Order**” means an order substantially in the form attached hereto as Schedule “B” to be granted by the Court which approves and confirms this Agreement and the completion of the Transaction and vests the Purchased Assets in the Purchaser free and clear of all Encumbrances;

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- (d) **"Books and Records"** means all of the books, records, books of account, supplier and customer lists, business information, research and development information, business analyses and plans, and records, and all other documents, files, records, correspondence, electronic information (including emails and web page content), and other data and information, financial or otherwise related to the business within the control or possession of the Vendor at the Closing Date, and including all data and information stored by the Vendor electronically, digitally or on computer related media, which can be transferred in accordance with Applicable Law;
- (e) **"Business Day"** means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (f) **"Closing"** means the successful completion of the Transaction on the Closing Date at the Time of Closing pursuant to the terms of this Agreement;
- (g) **"Closing Cash Payment"** has the meaning set out in Section 2.3(b);
- (h) **"Closing Date"** means the day that is five Business Days after the date on which the Approval and Vesting Order is issued or such other date as the Parties may agree to in writing;
- (i) **"Confidentiality Agreement"** has the meaning set out in Section 4.3(4);
- (j) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (k) **"Deposit"** has the meaning set out in Section 2.4(a);
- (l) **"Encumbrances"** means any liens, charges, deemed trusts, hypothecs, security interests, pledges, leases, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever, excluding any permitted encumbrance, easements and restrictive covenants as agreed to between the parties;
- (m) **"Excluded Assets"** means all of BionX Canada Inc.'s right, title and interest in any assets that do not form part of the Purchased Assets being acquired by the Purchaser including, for greater certainty, all Books and Records of the Vendor.
- (n) **"Governmental Authority"** means any domestic or foreign government (with respect to any such government's jurisdiction), whether federal, provincial, state, municipal or territorial, and any political subdivision, agency, entity or Person properly exercising executive, legislative, judicial, regulatory or administrative functions of government;
- (o) **"Intellectual Property"** means any domestic and foreign (i) trademarks, trade names, business names, brand names, service marks, copyrights, trade secrets,

industrial designs, inventions, patents, formulas, processes, know-how, technology and related goodwill, (ii) issued patents, continuations in part, divisional applications or analogous rights therefor, (iii) telephone and facsimile numbers, domain name registrations, website names, world wide web addresses and social media accounts, (iv) all right, title and benefit to any and all consents, whether express or implied, granted in accordance with or pursuant to *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)* (commonly known as “**Canada’s Anti-Spam Law**” or “**CASL**”), and (v) any applications or registrations of any of the foregoing, in each case whether registered or not, as well as all other intellectual property rights in the foregoing;

- (p) “**Outside Date**” has the meaning set out in Section 6.7(1);
- (q) “**Parties**” means, collectively, the Parties to this Agreement and Party means any one of them, as the context requires;
- (r) “**Person**” means an individual, a partnership, a corporation, a trust, a joint venture, a syndicate, a Governmental Authority, and any other form of incorporated or unincorporated association, organization or other entity of any nature, howsoever constituted;
- (s) “**Purchase Price**” has the meaning set out in Section 2.2;
- (t) “**Purchased Assets**” means all of BionX Canada Inc.’s right, title and interest, if any, in the assets listed in Schedule “A”, but excluding the Excluded Assets;
- (u) “**Purchaser**” has the meaning set out in the title page;
- (v) “**Receiver**” has the meaning set out in the Recitals;
- (w) “**Representative**” means, in respect of a Party, each director, officer, employee, agent, manager, advisor (whether legal, financial or otherwise), consultant, contractor and other representative of such Party;
- (x) “**Time of Closing**” means 10:00 a.m. (EST) on the Closing Date or such other time on the Closing Date as the Parties may mutually agree;
- (y) “**Transaction**” means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;
- (z) “**Transfer Taxes**” means all present and future transfer taxes, sales taxes, harmonized 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

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connection with the sale, transfer or registration of the transfer of the Purchased Assets, including all interest, penalties and fines in connection therewith but excluding any taxes imposed or payable under the *Income Tax Act* and any other applicable income tax legislation; and

(aa) “Vendor” has the meaning set out in the title page.

Section 1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement and not to any particular section hereof.

Section 1.3 Extended Meanings

Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term “including” means “including, without limitation,” and such terms as “includes” have similar meanings.

Section 1.4 Currency

All reference to dollars (\$) herein shall be to the lawful currency of Canada.

Section 1.5 Governing Law

This Agreement shall be construed and enforced in accordance with, and the right of the Parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of law rules. Each of the Parties hereby irrevocably submits to the jurisdiction of the courts of the Province of Ontario, and the proper courts of appeal there from, over any action or proceeding arising out of or relating to this Agreement and the Parties hereto irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such courts.

Section 1.6 Schedules

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

Schedule “A” List of Purchased Assets

Schedule “B” Form of Approval and Vesting Order

Schedule “C” Post-Closing Access Schedule

ARTICLE 2 SALE AND PURCHASE AND ASSIGNMENT

Section 2.1 Sale and Purchase of Assets

Subject to the terms and conditions hereof, on the Closing Date the Purchaser agrees to purchase from the Vendor, and the Vendor hereby agrees to sell, assign, set over and deliver to the Purchaser, the Purchased Assets.

Section 2.2 Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets, exclusive of all applicable Transfer Taxes, shall be [REDACTED] (the "Purchase Price").

Section 2.3 Payment of Purchase Price

Subject to this Agreement, on or prior to the Closing Date, the Purchaser shall pay the Purchase Price as follows:

- (a) as to the amount of the Deposit and interest accrued thereon, by the crediting and set-off of such amount against the Purchase Price; and
- (b) as to the balance of the Purchase Price (the "Closing Cash Payment"), by wire transfer in immediately available funds to an account specified by the Vendor.

Section 2.4 Deposit

- (a) The Receiver acknowledges receipt from the Purchaser of a deposit (the "Deposit") of [REDACTED]
- (b) If the Closing takes place, the Deposit and any interest thereon (net of any taxes, if applicable) shall be credited and set off against the Purchase Price as indicated in Section 2.3(a).
- (c) The Deposit and any interest thereon shall be returned to the Purchaser on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Vendor to fulfill the conditions in Section 5.1(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date in accordance with Section 5.3(1)(a), unless the failure to obtain the Approval and Vesting Order is as a result of any action or inaction of the Purchaser.
- (d) The Deposit and any interest thereon shall be forfeited in favour of the Vendor on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Purchaser to fulfill the conditions in Section 5.2(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date as a result of any action or inaction of the Purchaser. The forfeiture of the Deposit and any interest thereon in such circumstances to the Vendor shall be liquidated damages, and not a penalty and

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is not an exclusive remedy and does not preclude or diminish the Vendor's right to seek damages or other equitable remedies in the event of a breach of this Agreement by the Purchaser.

Section 2.5 Adjustments

There shall be no adjustments in respect of the Purchase Price contemplated in this Agreement, other than the set off contemplated in Section 2.4, regardless of whether there are any changes in conditions or qualities of the Purchased Assets from the date hereof to the Closing Date. If any of the Purchased Assets are not received by the Purchaser, the Receiver and the Purchaser shall mutually agree to adjustments to the Purchased Price based on the missing Purchased Asset, both acting in a commercially reasonable manner.

Section 2.6 Transfer Taxes

The Parties agree that the Purchase Price payable by the Purchaser to the Vendor pursuant to this Agreement does not include any Transfer Taxes and all Transfer Taxes are the responsibility of and for the account of the Purchaser. The Purchaser and the Vendor agree to cooperate to determine the amount of Transfer Taxes payable in connection with the Transaction. If the Vendor is required by Applicable Law or by administration thereof to collect any applicable Transfer Taxes from the Purchaser, the Purchaser shall pay such Transfer Taxes to the Vendor on Closing, unless the Purchaser qualifies for an exemption from any such applicable Transfer Taxes, in which case the Vendor shall not collect any such applicable Transfer Taxes from the Purchaser, provided that the Purchaser, in lieu of payment of such applicable Transfer Taxes to the Vendor, delivers to the Vendor such certificates, elections or other documentation required by Applicable Law or the administration thereof to substantiate and affect the exemption claimed by the Purchaser. The Purchaser shall indemnify the Vendor against any claims which may arise in connection with such Transfer Taxes and the Purchaser further agrees to pay all such amounts including interest and penalties if any, upon written request by the Receiver.

Section 2.7 "As is, Where is"

The Purchaser acknowledges that Purchased Assets are being sold on an "AS IS, WHERE IS" basis as they shall exist on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that: (a) the Vendor does not and will not guarantee title to the Purchased Assets; and (b) that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, cost, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets, including compliance of the Purchased Assets with Applicable Law (including environmental laws), or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. The description of the Purchased Assets contained in the Schedules is for purpose of identification only. No representation, warranty or condition has or will be given by the Receiver concerning the completeness or accuracy of such descriptions. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to

Applicable Law, including but not limited to the *Sale of Goods Act* (Ontario) or similar legislation in any jurisdiction in Canada, shall not apply hereto and have been waived by the Purchaser. The Purchaser acknowledges and agrees that the Vendor is not required to inspect or count, or provide any inspection or counting of the Purchased Assets or any part thereof, and the Purchaser shall be deemed to have relied entirely on its own inspection and investigation of the Purchased Assets, including any current or past uses of the Purchased Assets, and based on the foregoing the Purchaser confirms that it is satisfied as to the effects of any requirements of any Governmental Authority or pursuant to Applicable Law relating to the Purchased Assets or the transfer to the Purchaser of the Purchased Assets.

Section 2.8 Assignments

It shall be the Purchaser's sole responsibility to obtain, at its own expense, any consents or permits required to effect the transfers or assignments and to obtain any further documents or assurances which are necessary or desirable in the circumstances to complete or to better effect the transfer of the Purchased Assets, including the consents of any Governmental Authority, save and except for any Court orders approving this Transaction, or other Persons insofar as the same apply to the Purchased Assets and the use or possession thereof by the Purchaser.

Section 2.9 Excluded Assets

The Purchaser acknowledges that the Purchased Assets do not include the Excluded Assets and the Parties agree that the Excluded Assets shall remain with the Vendor on the Closing of the Transaction.

Section 2.10 Allocation of Purchase Price

The Purchase Price shall be allocated among the Purchased Assets in a manner mutually agreed between the Parties in writing. Each Party shall report the sale and purchase of the Purchased Assets for all tax purposes in a manner consistent with such allocation, and will complete all tax returns, designations and elections in a manner consistent with such allocation and otherwise follow such allocation for all tax purposes on and subsequent to the Closing Date and may not take any position inconsistent with such allocation.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Purchaser's Representations

The Purchaser represents and warrants as follows, and acknowledges that the Vendor is relying upon the following representations and warranties in connection with the sale of the Purchased Assets, as at the date hereof and at the Closing Date:

- (a) the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of the jurisdiction of its formation, and is authorized to carry on business in the jurisdiction of its formation;

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- (b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) to the Purchaser's knowledge, the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;
- (d) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the Transaction and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;
- (e) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as at the Time of Closing on the Closing Date, duly and validly executed and delivered by the Purchaser and constitutes or will, as at the Time of Closing on the Closing Date, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;
- (f) the Purchaser is not a non-Canadian person as defined in the *Investment Canada Act* (Canada);
- (g) the Purchaser is not a non-resident of Canada as defined in the *Income Tax Act* (Canada); and
- (h) the Purchaser (i) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets, (ii) has relied solely upon its own independent review, investigation and/or inspection of the Purchased Assets and any document furnished to it by the Vendor or any other Person; and (iii) except as expressly set forth in this Agreement, is not relying on any written or oral statements, representations, warranties or guarantees whatsoever, whether express, implied, statutory or otherwise, with respect to the Purchased Assets or the completeness or accuracy of any information provided in connection therewith.

Section 3.2 Vendor's Representations

The Vendor represents and warrants as follows, and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its acquisition of the Purchased Assets, as at the date hereof and at the Closing Date:

- (a) The Receiver has been appointed by the Court as receiver of BionX Canada Inc. and such appointment is valid and subsisting; and
- (b) The Receiver has the rights to enter into this Agreement and to complete the Transaction on behalf of BionX Canada Inc., subject to obtaining the Approval and Vesting Order.

Section 3.3 Limitations

With the exception of the Purchaser's representations and warranties in Section 3.1 and the Vendor's representations and warranties in Section 3.2, none of the Vendor, the Receiver, the Purchaser, nor their respective Representatives make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of the Vendor, the Receiver, the Purchaser, or the Purchased Assets or the sale and purchase of the Purchased Assets pursuant to this Agreement.

ARTICLE 4 INTERIM PERIOD COVENANTS

Section 4.1 General Covenants

From the date of this Agreement until the Time of Closing on the Closing Date, the Vendor shall:

- (a) remain in possession of the Purchased Assets and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date of this Agreement;
- (b) not enter into any material contract or other material written agreement in respect of any of the Purchased Assets outside of the ordinary course; and
- (c) apply to the Court for a hearing date at which the Vendor shall bring a motion or application seeking the Approval and Vesting Order promptly, and in any case within fourteen (14) Business Days after the date of this Agreement or such other later date to which the Parties may agree. The Vendor shall use commercially reasonable efforts to obtain the Approval and Vesting Order. The Vendor shall advise the Purchaser at least seven (7) Business Days prior to such application of the parties to whom notice of such application is to be sent and shall, if reasonably practicable, provide notice in accordance with the Rules of Civil Procedure or as determined by order of the Court to such additional parties as the Purchaser may demonstrate to the satisfaction of the Vendor, acting

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reasonably, to have an absolute or contingent interest any of the Purchased Assets.

Section 4.2 Actions to Satisfy Closing Conditions

- (1) The Purchaser agrees to take all such actions as are within its power to control that are commercially reasonable and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 5.2 and 5.3 on or before the Time of Closing.
- (2) The Vendor agrees to take all reasonable actions as are within its power to control that are commercially reasonable and shall use its respective commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth Section 5.1 and 5.3 on or before the Time of Closing.

Section 4.3 Access Rights

- (1) Upon at least two Business Days' prior notice by the Purchaser to the Vendor and at any time prior to the Closing Date, the Vendor shall use commercially reasonable efforts to obtain reasonable access for the Purchaser to the Purchased Assets as are at such time in the possession or control of the Vendor (excluding the Purchased Assets held by third parties). Such access shall be during normal business hours and in each case prior to Closing for the purpose of enabling the Purchaser to conduct such inspections of the Purchased Assets as it deems appropriate, acting reasonably. Such inspection shall only be conducted in the presence of a Representative of the Vendor, if so required at the discretion of the Vendor. The Purchaser agrees that such tests and inspections shall not include any tests or inspections by any Governmental Authority and specifically acknowledges and agrees that it shall not request or, through its actions, prompt or cause any tests or inspections to be made by any Governmental Authority. The Purchaser agrees to indemnify and save the Vendor and their Representatives harmless from and against all actions, causes of actions, claims, damages, costs, expenses, interests and demands of every kind and nature whatsoever incurred or arising from or in any way directly related to physical harm to property or people caused by the Purchaser's inspection of the Purchased Assets or the attendance of the Purchaser or its Representatives at properties at which any of the Purchased Assets are situate.
- (2) Upon at least two Business Days' prior notice by the Purchaser to the Vendor and at any time prior to the Closing Date, the Vendor shall use commercially reasonable efforts to afford the Purchaser and its Representatives such access as they may reasonably require at reasonable times, including for the purpose of facilitating integration business planning, to their officers, employees, agents, properties, books, records and contracts and shall furnish all data and information relating to the Purchased Assets as the Purchaser may reasonably request.
- (3) The Purchaser shall be provided access to the premises where the Purchased Assets are located following the Closing Date in accordance with Schedule "C" to this Agreement

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in order to conduct an online auction for the Purchased Assets. The Purchaser shall not conduct a live auction for the Purchased Assets at the premises.

- (4) The Parties acknowledge and agree that all information furnished by this Section 4.3 shall be subject to the terms and conditions of the confidentiality agreement between the Purchaser and Vendor dated April 17, 2018 (the "Confidentiality Agreement").

Section 4.4 Confidentiality

The Purchaser acknowledges having signed the Confidentiality Agreement. The Purchaser agrees that except as provided in this Section 4.4, the Confidentiality Agreement continues to apply and the Purchaser is bound by its terms. Upon Closing, the Confidentiality Agreement will terminate. If the Closing does not occur, the Confidentiality Agreement will remain in effect in accordance with and subject to its terms.

ARTICLE 5 CONDITIONS

Section 5.1 Conditions - Purchaser

- (1) The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date, as applicable:
 - (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date;
 - (b) no legal or regulatory action or proceedings shall be pending to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby or the right of the Vendor to complete the Transaction or the right of the Purchaser to acquire the Purchased Assets; and
 - (c) the Vendor shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.
- (2) The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

Section 5.2 Conditions - Vendor

- (1) The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date:
 - (a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date;

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- (b) no legal or regulatory action or proceedings shall be pending to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby or the right of the Vendor to complete the Transaction or the right of the Purchaser to acquire the Purchased Assets; and
 - (c) the Purchaser shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.
- (2) The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing.

Section 5.3 Approval and Vesting Order

- (1) The obligations of the Parties to complete the Transaction are subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date:
- (a) the Approval and Vesting Order shall have been made by the Court approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Vendor in the Purchased Assets, free and clear of all liens, security interests and other encumbrances, and the Approval and Vesting Order shall not have been stayed, varied, or vacated (or any such appeal shall have been dismissed with no further appeal therefrom); and
 - (b) The Receiver shall have delivered its certificate confirming the satisfaction of all conditions under this Agreement and the vesting of the Purchased Assets pursuant to the Approval and Vesting Order as contemplated by the Approval and Vesting Order.
- (2) The Parties hereto acknowledge that the foregoing conditions are for their mutual benefit. Upon the Court's acceptance of the Approval and Vesting Order, the Vendor shall provide notice of such acceptance to the Purchaser in writing.

Section 5.4 Non-Satisfaction of Conditions

- (1) If any condition set out in this section is not satisfied or performed prior to the time specified therefore, the Party for whose benefit the condition is inserted may:
- (a) waive compliance with the condition in whole or in part in its sole discretion by written notice to the other Party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
 - (b) on or prior to the Closing Date, elect on written notice to the other Party to terminate this Agreement before Closing or, with the agreement of the other Party, terminate a portion of this Agreement.

ARTICLE 6 CLOSING

Section 6.1 Closing

The completion of the Transaction on the Closing Date shall take place at the offices of the Receiver's solicitors in the City of Toronto, in the Province of Ontario, at the Time of Closing or as otherwise determined by mutual agreement of the Parties in writing.

Section 6.2 Purchaser's Deliveries on Closing

At or before the Time of Closing on the Closing Date, the Purchaser shall execute and deliver to the Vendor, the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

- (a) evidence of payment of the Closing Cash Payment in accordance with Section 2.3;
- (b) evidence of payment (or an exemption therefrom) of all Transfer Taxes required by Applicable Law to be paid at or prior to Closing;
- (c) an officer's certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true and correct in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all respects the covenants to be performed by it prior to the Closing Time; and
- (d) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

Section 6.3 Vendor's Deliveries on Closing

At or before the Time of Closing on the Closing Date, the Vendor shall execute and deliver or cause to be executed and delivered to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) a certified copy of the Approval and Vesting Order;
- (b) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;
- (c) a receipt for the amount of the Closing Cash Payment executed by the Vendor;
- (d) an officer's certificate dated as of the Closing Date confirming that all of the representations and warranties of the Vendor contained in this Agreement are true and correct in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Vendor has

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performed in all respects the covenants to be performed by it prior to the Closing Time; and

- (e) all necessary deeds, conveyances, assurances, transfers and assignments and any other instruments necessary or reasonably required to transfer the Purchased Assets to the Purchaser.

Section 6.4 Possession of Assets

On Closing, the Purchaser shall take possession of the Purchased Assets where situate at the Time of Closing on the Closing Date. The Purchaser acknowledges that the Vendor does not have any obligation to deliver physical possession of the Purchased Assets to the Purchaser beyond providing access to the Purchased Assets in accordance with Section 4.3 of this Agreement and that the Purchaser is solely responsible for any costs or expenses relating to gaining access in and to the Purchased Assets, provided however that upon the Receiver using commercially reasonable efforts to ascertain all passwords and other credentials to access any and all software, servers, Intellectual Property, information technology and other Purchased Assets which require any passwords or other credentials in order to be accessed, then the Vendor shall deliver same to the Purchaser at Closing. In no event shall the Purchased Assets be sold, assigned, transferred or set over to the Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied and the Purchaser has satisfied all delivery requirements outlined in Section 6.2.

Section 6.5 Risk

The Purchased Assets shall be and remain at the risk of the Vendor until the Time of Closing on the Closing Date and at the risk of the Purchaser from and after the Time of Closing on the Closing Date. If, prior to Closing, the Purchased Assets are substantially damaged or destroyed by fire or other casualty, then except where such event shall have been caused by the Purchaser, its employees or agents, at its option, the Purchaser may decline to complete the Transaction and the Deposit shall be returned to the Purchaser together with any interest earned thereon. Such option may be exercised by notice to the Vendor within 15 days after notification to the Purchaser by the Vendor of the occurrence of damage, destruction or other casualty (or prior to the Closing Date if such occurrence takes place within 15 days of the Closing Date), which notice shall be delivered by the Vendor to the Purchaser promptly upon the occurrence of any such damage, destruction or other casualty. If, because of such damage, destruction or casualty, the Purchaser declines to complete the Closing of the Transaction, this Agreement shall be terminated automatically and the Purchaser shall not be entitled to any other compensation or claim against the Vendor pursuant to this Agreement upon exercise of such option, provided however that this provision shall not preclude the Purchaser from other compensation or claim against the Vendor if such damage, destruction or casualty results from the Vendor's gross negligence. If the Purchaser does not exercise its option under this section to decline to complete the Transaction, the Purchaser shall complete that Transaction and shall be entitled to an assignment of the proceeds of insurance paid or payable on account of such damage, destruction or other casualty, which proceeds shall be deemed to be a Purchased Asset. Where any damage, destruction or other casualty is not substantial, the Purchaser shall complete the Transaction and shall be entitled to an assignment of the proceeds of insurance paid or payable on account of such damage, destruction or other casualty, which proceeds shall

be deemed to be a Purchased Asset provided that such damage, destruction or other casualty is insured or, otherwise, to an agreed abatement to the Purchase Price commensurate with the damage, destruction or other casualty.

Section 6.6 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction, such dispute will be determined by the Court or by such other Person or in such other manner as the Court may direct.

Section 6.7 Termination

- (1) If the Closing Date has not occurred by 11:59 p.m. (Toronto time) on June 22, 2018 or such later date as the Parties may mutually agree (the “**Outside Date**”), either Party may thereafter immediately terminate this Agreement upon written notice to the other Party provided that a Party may not terminate this Agreement for such reason if such Party has failed to perform any one or more of its obligations under this Agreement to be performed at or prior to Closing and the Closing has not occurred because of such failure.
- (2) If either the Vendor or the Purchaser validly terminate this Agreement pursuant to the provisions of Sections 5.4, 6.5 or 6.7(1) this Agreement shall become void and of no further force and effect and all obligations of the Parties pursuant to this Agreement shall be at an end in respect of the Transaction, except for those provisions which expressly survive termination. Nothing in this Section 6.7(2) shall be deemed to relieve any Party from liability for any breach of this Agreement or to impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.

ARTICLE 7 GENERAL

Section 7.1 Further Assurances

Each of the Parties shall, from time to time after the Closing Date, at the request and expense of the other, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents and further assurances as may be reasonably necessary to give effect to this Agreement.

Section 7.2 Disclosure of Agreement

Each of the Parties agree that this Agreement shall be filed in the receivership proceedings with such redactions as are agreed upon between the Parties and the Court.

Section 7.3 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered personally, or by e-mail or transmitted by fax (if a fax number is provided), as follows:

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- (a) If to the Receiver, addressed to:

BionX Canada Inc.
c/o Grant Thornton Limited
12th Floor, 50 Bay Street
Toronto, ON M5J 2Z8

Attention: Michael Creber
Tel: (416) 369-7047
Email: michael.creber@ca.gt.com

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

Stikeman Elliott LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Lee Nicholson
Tel: (416) 869-5604
Fax: (416) 947-0866
Email: leenicholson@stikeman.com

- (b) If to the Purchaser, addressed to:

Crescent Commercial Corporation
5430 Royalmount
Montreal, QC H4P 1H7

Attention: Jasen Kisber
Tel: (514) 345-8000
Fax: (514) 342-7874

Any such notice or other communication, if given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by fax before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day, and if transmitted by fax after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

Section 7.4 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties or by their respective solicitors.

Section 7.5 Survival

The representations and warranties of the Parties hereto contained in this Agreement shall survive Closing.

Section 7.6 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor. Notwithstanding the foregoing, the Purchaser shall be entitled, without any requirement of consent, to assign the benefit of this Agreement to a wholly owned subsidiary provided that any such assignment shall not release the Purchaser jointly or severally from any obligation or liability for performance of the Purchaser's obligations under this Agreement, including Closing, subject to the terms and conditions provided for in this Agreement.

Section 7.7 Entire Agreement

This Agreement and the attached Schedules constitute the entire agreement between the Parties with respect to the subject matter and supersede all prior negotiations and understandings and offers by the Purchaser to the Receiver, in its capacity as receiver for the Vendor. This Agreement may not be amended or modified in any respect except by written instrument executed by the Parties.

Section 7.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement and any other agreement, document or instrument executed or delivered in connection with the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency; provided, however, that any order of the Court relating to this Transaction (including the Approval and Vesting Order) shall prevail to the extent of any conflict or inconsistency between such order and this Agreement.

Section 7.9 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 provisions validity or enforceability in any other jurisdiction.

Section 7.10 Commission

The Purchaser acknowledges that there are no agent or broker fees or other commissions payable by the Purchaser on the Purchase Price or otherwise in connection with the Transaction, and the Purchaser agrees to indemnify the Vendor against any claim for compensation or

commission by any third party or agent retained by the Purchaser in connection with, or in contemplation of, the Transaction.

Section 7.11 Receiver's Capacity

The Receiver acts in its capacity as receiver of the Vendor and shall have no personal or corporate liability under this Agreement.

Section 7.12 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 of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 7.13 No Strict Construction

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise in favouring or disfavouring either Party by virtue of authorship of any provision of this Agreement.

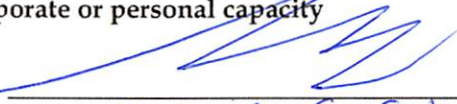
[Signature Page Follows.]

The Parties have executed this Agreement as of the date first above written.

**CRESCENT COMMERCIAL
CORPORATION**

By: 
Name: Jason Kisher
Title: Managing Director

**GRANT THORNTON LIMITED, in its
capacity as court-appointed receiver of
BIONX CANADA INC. and not in its
corporate or personal capacity**

By: 
Name: Michael G. Greber
Title: Senior Vice President

Schedule "A"
List of Purchased Assets

[Attached]

APPENDIX A-8

PARCEL 08 - ASSEMBLY LINE - GENERATION 1 & 2

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 08	Assembly Line - Generation 1 & 2	A-18	1 beg sealant (welder)	1			G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-1	Conveyor with 14 pallets and 7 Assembly Stations	1	Innovative Automation		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-19	Cassette Bearing Press	1	Bionx	BP- 0001	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-20	Cover Motor Shelf	1	Bionx		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-6	Cover Press	1	Penmar Automations	0802-11-02	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-9	ESD Floor Mats	1			G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-15	Fume Extractor	1	Oki	BVX-200	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-22	Motor Caging	1	Bionx		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-7	Motor Tester	1	Bionx	1A18108	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-2	Rotor Press	1	Penmar Automations	0802-11-01	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-11	Scotch Weld	1	3M		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-12	Scotch Weld	1	3M		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-13	Screw Gun	3	Delta Regis	ESL324-ESD	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-21	Screw Gun	1	Delta Regis	ESL329 ESD	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-3	Shaft Press	1	Penmar Automatopn	0802-11-03	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-14	Soldering Iron	2	Oki	PS-900	G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-5	Stator Assembly	1	Innovative Automation		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-16	Tool Balancer	5			G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-23	Volt Meter	1	Fluke		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-4	Working Table	1	Innovative Automation		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-8	Working Table	1	Innovative Automation		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-10	Working Table #1	1	Innovative Automation		G1/G2 Assembly Line
PARCEL 08	Assembly Line - Generation 1 & 2	A-17	Working Table #2	1	Innovative Automation		G1/G2 Assembly Line

APPENDIX A-9

PARCEL 09 - ASSEMBLY LINE - GENERATION 4

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 09	Assembly Line - Generation 4	B-17	Beg Sealant (welder)	1		H1254	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-1	Conveyor (Incl. Fume Extractors, 2 LOCTITE Dispensers & Screw Feeders)	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-2	Double Bearing Press	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-12	Fume Extractors	2	Oki	BVX-200	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-15	Gravity 3 level shelf	1		341	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-13	Loctite Dispensers	2	Loctite	982726/982722	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-6	Motor Tester	1	Innovative Automation	1A18108	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-3	Rotor Press	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-14	Screw Feeders	2	Delta Regis	DRFF-520	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-18	Screw Gun	1	Delta Regis	ESL329 ESD	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-10	Screw Guns	4	Delta Regis	ESL324-ESD	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-4	Shaft Press	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-11	Soldering Irons	3	Oki	PS-900	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-5	Stator Assam	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-7	Stator Dissemble Press	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-19	Volt Meter	1	Fluke	113 Fluke	G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-8	Working Table	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-9	Working Table	1	Bionx		G4 Assembly Line
PARCEL 09	Assembly Line - Generation 4	B-16	Working Table	1	Bionx		G4 Assembly Line

APPENDIX A-10

PARCEL 10 - ASSEMBLY LINE - INTEGRATED GEAR HUB

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 10	Assembly Line - Integrated Gear Hub	C-7	Blocker Press	1	Magna Marque		IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-5	Closing Press 339	1	Magna Marque	339 (P902-E-1)	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-11	Fume Extractor	1	Oki	BVX-200	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-17	Fume Extractor	1	Oki	BVX-200	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-10	Gravity Shelving	1	Magna Marque		IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-6	Grease Press	1	Magna Marque		IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-1	Magnet Press 341	1	Magna Marque	341 (P901-E-1)	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-18	Mobile Stator Rack	1	Magna Marque		IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-3	Roller Conveyer with 15 pallets	1	Magna Marque	P903-E-1	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-8	Scotch Weld Hot melt	1	3M	PS-900	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-16	Screw Gun	1	Delta Regis	ESL329-ESD	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-9	Soldering Iron	1	Oki	PS-900	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-15	Soldering Iron	2	Oki	PS-900	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-4	Stator Assembly	1	Magna Marque	P903-E-1	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-13	Torque gun		Tech Motive Tool	CS 4000	IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-2	Working table	1	Magna Marque		IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-12	Working table	1	Magna Marque		IGH Assembly Line
PARCEL 10	Assembly Line - Integrated Gear Hub	C-14	Working table with shelves	1	Magna Marque		IGH Assembly Line

APPENDIX A-11
PARCEL 11 - BATTERY CHARGING EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 11	Battery Charging Equipment	F-1	Battery Charger	1	Magna Marque	B.C 001	Battery Charging Area
PARCEL 11	Battery Charging Equipment	F-4	Mobile Battery Rack	2	Magna Marque		Battery Charging Area
PARCEL 11	Battery Charging Equipment	F-3	Screw Gun	1	Delta Regis	ESL329-ESD	Battery Charging Area
PARCEL 11	Battery Charging Equipment	F-2	Working Table (Alum Extr.)	1	Magna Marque		Battery Charging Area
PARCEL 11	Battery Charging Equipment	H-9	Mobile Battery Rack	1	Magna Marque		Kitting Area

APPENDIX A-12

PARCEL 12 - WHEEL BUILDING EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 12	Wheel Building Equipment	G-11	Gravity Shelving	1	Magna Marque		Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-1	Holland Mechanics	1	Holland Mechanics	M/C #210402	Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-2	Inline Lacer CN-B	1	Inline Lacer CN-B	M/C340062	Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-9	Mobile Rack - Motors	2	Bionx		Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-3	Nipple Feeder & Gun	2	Seal	Mod: CM-A1	Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-8	Rim Rack	1	Bionx		Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-7	Spoke Stress M/C	1	Bionx	SP-01	Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-5	Wheel Truing Stand	3	ParkTool	TS-2	Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-6	Wheel Truing Stand	2	ParkTool	TS-4	Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-10	Working Table	1	Bionx		Wheel Building Area
PARCEL 12	Wheel Building Equipment	G-4	Working Table (Alum Extr.)	1	Bionx		Wheel Building Area

APPENDIX A-13

PARCEL 13 - MAGNET RING ASSEMBLY

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 13	Magnet Ring Assembly	I-4	LOCTITE Dispenser (With Guns)	2	Loctite	97007	Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-7	Magnet Checker for G1 & G2	1	Bionx		Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-8	Magnet Checker for G4	1	Bionx		Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-3	Magnet ring removing st,	1	Bionx		Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-6	Mobile Rack	2	Bionx		Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-1	Vacuum Table and ring shut	1	Bionx		Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-5	Working Table	1	Bionx		Magnet Ring Area
PARCEL 13	Magnet Ring Assembly	I-2	Working Table maple top	1	U-Line		Magnet Ring Area

APPENDIX A-14

PARCEL 14 - MOTOR AND WHEEL TESTING EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 14	Motor and Wheel Testing Equipment	S-5	Magnet pull out test	1	Bionx		Lab Test Area
PARCEL 14	Motor and Wheel Testing Equipment	S-4	Spoke pull test	1	Pro Trade		Lab Test Area
PARCEL 14	Motor and Wheel Testing Equipment	K-2	Spoke Pull Test	1	Pro Trade		Misc. Area by Wheel Building
PARCEL 14	Motor and Wheel Testing Equipment	K-1	Wheel Durability Tester (Frame and Table Only)	1	Bionx		Misc. Area by Wheel Building
PARCEL 14	Motor and Wheel Testing Equipment	P-2	EMC Motor Tester (El. Magn. Cer.)	1	Emco	GTEMI 5305	Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	P-5	Hi Pot stator tester	1	CHROMA	19073	Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	P-3	Wheel Durability Tester	1	Bionx		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	P-4	Wheel Durability Tester	1	Bionx		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	PS-1	Compressor	1	RK Compressor		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	PS-2	Transformer 600/480	1	93KVA		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	PS-3	Transformer 460/260	1	220KVA		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	PS-4	Wheel Durability Tester	1	Bionx		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	PS-5	Motor Stady Tester	1	Bionx		Motor and Wheel Testing Area
PARCEL 14	Motor and Wheel Testing Equipment	N-16	Mini Dyno Bench	1			RMA Area

APPENDIX A-15

PARCEL 15 - SHAFT AND STRAIN GAUGE ASSIST STATION

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 15	Shaft and Strain Gauge Assist Station	D-5	Barcode Printer SATO	1	Sato	M-84 PRO	Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-8	Cabinet	1		Black	Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-3	Label printers	1	Zebra	TLP3842	Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-4	Label printers	3	Zebra	TLP2844	Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-6	Stripe Zebra	1		S4M S4M00-2001	Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-7	Working Table	1	U-Line	Steel Top	Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-2	Working Table (Maple Top)	1	U-Line		Shaft and Strain Gauge Assist Station
PARCEL 15	Shaft and Strain Gauge Assist Station	D-1	Working Table Alum. Extr. (Plastic Top)	4	Bionx		Shaft and Strain Gauge Assist Station

APPENDIX A-16
PARCEL 16 - RACKING

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 16	Racking	M-2	Beam	378	Dynamic		Racking (New)
PARCEL 16	Racking	M-4	Beam Dividers	120	Dynamic		Racking (New)
PARCEL 16	Racking	M-3	Mesh	378	Dynamic		Racking (New)
PARCEL 16	Racking	M-5	Upright safety Bot	66	Dynamic		Racking (New)
PARCEL 16	Racking	M-7	Beam	76			Racking (Old)
PARCEL 16	Racking	M-8	Beam Dividers	15			Racking (Old)
PARCEL 16	Racking	M-9	Mesh	80			Racking (Old)
PARCEL 16	Racking	M-6	Uprights	17			Racking (Old)

APPENDIX A-17

PARCEL 17 - PACKAGING AND SHIPPING EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 17	Packaging and Shipping Equipment	L-3	Tape Gluing M/C	1	Better Pack	555ES	Box Making and Painting Station
PARCEL 17	Packaging and Shipping Equipment	L-4	Tape Gluing M/C	1	Phoeniy	500	Box Making and Painting Station
PARCEL 17	Packaging and Shipping Equipment	R-23	Label Printer	1	Zebra	LTP3842	Engineering Development Lab
PARCEL 17	Packaging and Shipping Equipment	H-2	Gravity Racks	3	Dynamic		Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-4	Label printers	3	Zebra	TLP2844	Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-5	Printer	1	Brother	Mod:HL-54	Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-7	Roller Gravity Table	1	Bionx		Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-6	Scale	1	Mattler Toledo	A-008	Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-3	Tape gluing M/C (Better Pack)	2	Better Pack	555E	Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-8	Wheel Rack	1	Bionx		Kitting Area
PARCEL 17	Packaging and Shipping Equipment	H-1	Working Table (Plastic Top)	4	Bionx		Kitting Area
PARCEL 17	Packaging and Shipping Equipment	N-4	Label printers	2	Zebra	TLP2844	RMA Area
PARCEL 17	Packaging and Shipping Equipment	N-5	Printer Brother	1	Brother	Mod:HL-54	RMA Area
PARCEL 17	Packaging and Shipping Equipment	N-6	Tape gluing M/C	1	Better Pack	555E	RMA Area
PARCEL 17	Packaging and Shipping Equipment	M-17	Floor Scriber	1		34RST	Shipping Area (Back)
PARCEL 17	Packaging and Shipping Equipment	M-15	Pallet Lifter	1		42100	Shipping Area (Back)
PARCEL 17	Packaging and Shipping Equipment	M-13	Shipping Scale	1			Shipping Area (Back)
PARCEL 17	Packaging and Shipping Equipment	M-14	Shipping Scale	1		ES 5000	Shipping Area (Back)
PARCEL 17	Packaging and Shipping Equipment	M-10	Upright Safety Bot	16	Dynamic		Shipping Area (Back)
PARCEL 17	Packaging and Shipping Equipment	M-11	Working Table (Plastic Top)	1	Bionx		Shipping Area (Back)
PARCEL 17	Packaging and Shipping Equipment	M-12	Working Table (Steel Top)	1	Bionx		Shipping Area (Back)

APPENDIX A-18

PARCEL 18 - ENGINEERING EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 18	Engineering Equipment	R-3	3D Printer	1	Formbot		Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-8	Aluminum Fixtures	1	Bionx		Engineering Development Lab
PARCEL 18	Engineering Equipment	R-25	Big Resistors	6			Engineering Development Lab
PARCEL 18	Engineering Equipment	R-5	BK Precision 4011a	1	BK Precision 4011a	4011a	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-1	Black Cabinet(s)	3			Engineering Development Lab
PARCEL 18	Engineering Equipment	R-12	Chroma 16502	1	Chroma 16502	16502	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-11	Chroma 63106	1	Chroma 63106	63106	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-19	Fan	3			Engineering Development Lab
PARCEL 18	Engineering Equipment	R-13	GW-Instek	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-4	Jet Nozzle Kit	1	Jet Nozzle Kit	Jet-03	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-1	Keysight	1		MSOX3024T	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-2	Laboratory DC Power Supply	1	Laboratory DC Power Supply	GPS-3303	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-6	Laboratory DC Power Supply	1	Laboratory DC Power Supply	GPR-6060D	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-15	LOCTITE Dispenser	1	Loctite	ITEM 985448	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-5	Lodestar Audio Generator	1	Lodestar Audio	AG-2601A	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-12	Material for Electronics boards (Cabinet #2)	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-13	Material for Electronics boards (Cabinet #3)	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-7	Microtest	1		8710	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-15	Mobile Motor Rack	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-11	Motor Gearbox	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	R-26	Only Electronics components	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-6	Power Supply	1	Laboratory DC Power Supply	GPS-3303	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-8	Power Supply	1	Zap	SPS75VDC1000 W	Engineering Development Lab

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 18	Engineering Equipment	R-9	Power Supply	1	Agilent Technologies	N8737A	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-7	Probe Master 4233	2	Probe Master 4233	4233	Engineering Development Lab
PARCEL 18	Engineering Equipment	R-14	Scale	1	Gram Precision	P8-510DR	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-10	Spot Welder Soldering	1		709A	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-2	Stetic Discharge simulator (Cabinet #1)	1	Stetic Discharge	A-0025	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-3	Tektronix	1	Tektronix	1001B	Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-9	Test Bench battery Test	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	R-10	Volt Meter	2	Fluke		Engineering Development Lab
PARCEL 18	Engineering Equipment	Q-14	Working Lab Cabinet	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	QS-1	Black Cabinet 0102	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	QS-1-1	Lenoveo	1			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-2	Scale AND GT 10	1			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-3	Printer Zebra	4			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-4	Printer Zebra	1			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-5	Termal Camera	1	thermal image		Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-6	Shipping Scale	1			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-7	Scale	1	Digi Waigh		Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-8	Lable printer	1	Rhino		Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-9	Resistor	1			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-10	Battery Bac-kup	1	Eaton		Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-11	Battery Bac-kup	3			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-1-12	Fellowes Laminator	1			Engineering Development Lab (in cabinet labelled QS-1)
PARCEL 18	Engineering Equipment	QS-2	Grey Cabinet 0093	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	QS-2-1	Hewlett Packard	1			Engineering Development Lab (in cabinet labelled QS-2)
PARCEL 18	Engineering Equipment	QS-2-2	Power Supply	2	BK Precision		Engineering Development Lab (in cabinet labelled QS-2)
PARCEL 18	Engineering Equipment	QS-2-3	Multimeter	3	Fluk		Engineering Development Lab (in cabinet labelled QS-2)
PARCEL 18	Engineering Equipment	QS-2-4	Multimeter	1	BK Precision		Engineering Development Lab (in cabinet labelled QS-2)

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 18	Engineering Equipment	QS-2-5	Power SupPly	1	Array		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-6	Laboratory D/C Power Supply	1	Gwinster		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-7	Programable switching D/C power	2	Gwinster		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-8	Tektronix Oscilloscope	1	TDS		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-9	AC/ DC High pot tester	1	Biddle		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-10	Line impedance simulator	1	network		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-11	PCB Piezotronics	1			Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-12	Current Probe Amplifier	1			Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-13	Sound level meter	1	Piccolo		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-14	Rower Meter	1	Giga-Tronics		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-15	Multimeter	1	Hewlet Packard		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-16	Cable Tester	1	Microtest		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-17	Cpacitance Tester	1	Giant		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-18	Signal Generator	1	Agilent		Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-2-19	Box with Cables	1			Engineering Development Lab (in cabinet labelled QS-2'
PARCEL 18	Engineering Equipment	QS-3	Spectrum Analyzer	1	Hewlet Packard		Engineering Development Lab
PARCEL 18	Engineering Equipment	QS-4	Micro test	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	QS-5	Cabinet	1			Engineering Development Lab
PARCEL 18	Engineering Equipment	QS-5-1	Power Supply	26	HANTEK		Engineering Development Lab (in cabinet labelled QS-5'
PARCEL 18	Engineering Equipment	QS-5-2	Battery Condition test	8			Engineering Development Lab (in cabinet labelled QS-5'
PARCEL 18	Engineering Equipment	QS-5-3	Battery Condition test	2			Engineering Development Lab (in cabinet labelled QS-5'
PARCEL 18	Engineering Equipment	N-7	Power Supply	1	Laboratory DC Power Supply	GPS-3303	RMA Area
PARCEL 18	Engineering Equipment	N-8	Power Supply	1	Power Supply	GPR-3060	RMA Area
PARCEL 18	Engineering Equipment	N-9	Power Supply	1	Power Supply	LCR-816	RMA Area
PARCEL 18	Engineering Equipment	N-3	Scale	1	Metter toledo	AM5120	RMA Area
PARCEL 18	Engineering Equipment	N-11	Wheel Rack	1	Bionx		RMA Area
PARCEL 18	Engineering Equipment	MS-6	Tool Box	1	Rousseau		Shipping Area (Back)

APPENDIX A-19

PARCEL 19 - LAB TEST EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 19	Lab Test Equipment	S-12	Black Cabinet (Incl. Measuring Tools)	1			Lab Test Area
PARCEL 19	Lab Test Equipment	S-8	CMM	1	Mitutoyo	544	Lab Test Area
PARCEL 19	Lab Test Equipment	S-6	Granite Plate	1	Mitutoyo		Lab Test Area
PARCEL 19	Lab Test Equipment	S-7	Height Gauge	1	Mitutoyo		Lab Test Area
PARCEL 19	Lab Test Equipment	S-13	Motorized Height gauge	1	Trimos		Lab Test Area
PARCEL 19	Lab Test Equipment	S-11	Optical Microscope	1	Optical Microscope		Lab Test Area
PARCEL 19	Lab Test Equipment	S-1	Rockwell Hardener Tester	1	Goko Seiki		Lab Test Area
PARCEL 19	Lab Test Equipment	S-2	Rockwell Hardener Tester	1	Starret		Lab Test Area
PARCEL 19	Lab Test Equipment	S-14	Small Granit Plate	1	Starret	Starret crystal pink	Lab Test Area
PARCEL 19	Lab Test Equipment	S-3	Working Table	2			Lab Test Area
PARCEL 19	Lab Test Equipment	M-18	Environmental Chamber	1		SM-16	Shipping Area (Back)
PARCEL 19	Lab Test Equipment	MS-1	Environmental chamber	1	Thermotron		Shipping Area (Back)
PARCEL 19	Lab Test Equipment	M-19	Oven	1		FS2-1	Shipping Area (Back)

APPENDIX A-20

PARCEL 20 - MACHINE SHOP EQUIPMENT

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 20	Machine Shop Equipment	L-2	Painting Booth	1	Paasche		Box Making and Painting Station
PARCEL 20	Machine Shop Equipment	L-7	Shrink tube cutter	1	Slice	AMTI 135	Box Making and Painting Station
PARCEL 20	Machine Shop Equipment	R-27	Industrial Compressor	1	Sullair	Mod:3709	Compressor Room
PARCEL 20	Machine Shop Equipment	R-16	Soldering Iron	1	HAKO472D	HAKO472D	Engineering Development Lab
PARCEL 20	Machine Shop Equipment	R-17	Soldering Iron	2	OKI	PS-900	Engineering Development Lab
PARCEL 20	Machine Shop Equipment	R-18	Soldering Iron	1	852d	852d	Engineering Development Lab
PARCEL 20	Machine Shop Equipment	O-9	All Material Steel Aluminum	1			Fabrication Area
PARCEL 20	Machine Shop Equipment	O-1	Horizontal Bend Saw	1	H.H Roberts Machinery	115 (2434)	Fabrication Area
PARCEL 20	Machine Shop Equipment	O-4	Mig Welder	1	L-Tec	Mig master 250 / D12	Fabrication Area
PARCEL 20	Machine Shop Equipment	O-5	Mig Welder	1	Blue point	MB135	Fabrication Area
PARCEL 20	Machine Shop Equipment	O-7	Portable Table Saw	1	Ryoby		Fabrication Area
PARCEL 20	Machine Shop Equipment	O-3	Steel Welding Table	1	Bionx		Fabrication Area
PARCEL 20	Machine Shop Equipment	O-6	Tig Welder	1	Lincoln El.	Tig200 / M3160911089	Fabrication Area
PARCEL 20	Machine Shop Equipment	O-2	Vertical Band Saw	1	Vertical Band Saw	H225	Fabrication Area
PARCEL 20	Machine Shop Equipment	O-8	Working Bench	1	u-line		Fabrication Area
PARCEL 20	Machine Shop Equipment	U-9	Black Cabinet (Incl. Parts for Assembly Machines)	1			Maintenance Room
PARCEL 20	Machine Shop Equipment	U-10	Black Cabinet (s) (with Milling Tools)	1			Maintenance Room
PARCEL 20	Machine Shop Equipment	T-5	Drill Press	1	Ima	1G3Q-8	Maintenance Room
PARCEL 20	Machine Shop Equipment	T-10	ESD Working Bench	1			Maintenance Room
PARCEL 20	Machine Shop Equipment	T-7	Granite Plate	1			Maintenance Room
PARCEL 20	Machine Shop Equipment	T-8	Height Gage	1	Mitutoyo		Maintenance Room
PARCEL 20	Machine Shop Equipment	U-2	Hydraulic Manual Press	1	Devin	LP300 / 1678	Maintenance Room
PARCEL 20	Machine Shop Equipment	U-3	Hydraulic Press	1	Bionx	B-10-078-P1	Maintenance Room
PARCEL 20	Machine Shop Equipment	T-1	Lathe	1	Colchester	Master 2500	Maintenance Room

PARCEL 20	Machine Shop Equipment	T-2	Lathe		1	King	KC-1440M	Maintenance Room
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Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 20	Machine Shop Equipment	T-3	Milling M/C	1	Hermle	UWF 801	Maintenance Room
PARCEL 20	Machine Shop Equipment	T-4	Milling M/C	1	Frst	LC-11/2VS	Maintenance Room
PARCEL 20	Machine Shop Equipment	U-4	Milling M/C	1	Friedrich Deckel	FPI / 35575	Maintenance Room
PARCEL 20	Machine Shop Equipment	U-1	Servo Press	1		CS50-200B	Maintenance Room
PARCEL 20	Machine Shop Equipment	T-9	Steel Working Table	1	Bionx		Maintenance Room
PARCEL 20	Machine Shop Equipment	T-6	Surface Grinder	1	Chevalir	FSG-618M	Maintenance Room
PARCEL 20	Machine Shop Equipment	J-3	Press Power Team (w Tools)	1	Pro Trade		Rework Station
PARCEL 20	Machine Shop Equipment	J-2	Screw Gun	2	Delta Regis	ESL324-ESD	Rework Station
PARCEL 20	Machine Shop Equipment	N-15	Fume Extractor	1	OKI	Oki BVX-200	RMA Area
PARCEL 20	Machine Shop Equipment	N-10	Press Power Team (w Tools)	1	Pro Trade		RMA Area
PARCEL 20	Machine Shop Equipment	N-17	Screw Gun	1	Delta Regis	SKD-5200	RMA Area
PARCEL 20	Machine Shop Equipment	N-14	Soldering Iron	2	Oki	Oki PS-900	RMA Area
PARCEL 20	Machine Shop Equipment	V-2	Building Material & Steel Material	1			Tool Crib

APPENDIX A-21

PARCEL 21 - WORK TABLES/BENCHES AND CABINETS

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 21	Work Tables/Benches and Cabinets	L-8	Big steel Table	1	Bionx		Box Making and Painting Station
PARCEL 21	Work Tables/Benches and Cabinets	L-1	Fire Cabinet (Yellow)	1			Box Making and Painting Station
PARCEL 21	Work Tables/Benches and Cabinets	L-5	Shelf	1			Box Making and Painting Station
PARCEL 21	Work Tables/Benches and Cabinets	L-6	Shelf	1			Box Making and Painting Station
PARCEL 21	Work Tables/Benches and Cabinets	Q-16	Gray Cabinet	1			Engineering Development Lab
PARCEL 21	Work Tables/Benches and Cabinets	R-20	Red Fire Cabinet (Battery Storage)	1	ULINE	H2570S-R	Engineering Development Lab
PARCEL 21	Work Tables/Benches and Cabinets	R-4	Working Bench (ESD Top)	1			Engineering Development Lab
PARCEL 21	Work Tables/Benches and Cabinets	R-22	Working Benches	2			Engineering Development Lab
PARCEL 21	Work Tables/Benches and Cabinets	R-24	Working ESD Benches with 2 cabinets	2			Engineering Development Lab
PARCEL 21	Work Tables/Benches and Cabinets	R-21	Yellow fire Cabinet (Battery Storage)	1			Engineering Development Lab
PARCEL 21	Work Tables/Benches and Cabinets	S-9	Black Cabinet	1			Lab Test Area
PARCEL 21	Work Tables/Benches and Cabinets	S-10	Small Shelf	1	ULINE		Lab Test Area
PARCEL 21	Work Tables/Benches and Cabinets	U-6	Black Cabinet(s)	2	U-Line		Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	U-5	Grey Cabinets	2			Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	T-16	Mobile Toolbox	1	Snap-On Tools		Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	U-7	Red Fire Cabinet	1	ULINE	H2570S-R	Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	T-14	Working Bench	1			Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	T-11	Working Bench (Maple Top)	1			Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	T-12	Working Bench (Maple Top)	1			Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	T-13	Working Benches (w Vise)	2			Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	T-15	Working Benches and Cabinets	2	Snap-On Tools		Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	U-8	Yellow Cabinet	1			Maintenance Room
PARCEL 21	Work Tables/Benches and Cabinets	US-1	Black tool cabinet	1	Rousseau		Maintenance room
PARCEL 21	Work Tables/Benches and Cabinets	US-2	Skews Organizer Cabinet	2			Maintenance room

PARCEL 21	Work Tables/Benches and Cabinets	K-10	Blue Cabinet	1			Misc. Area by Wheel Building
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Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 21	Work Tables/Benches and Cabinets	J-4	Working Bench	1			Rework Station
PARCEL 21	Work Tables/Benches and Cabinets	J-1	Working Table (Alum. Extr. Plastic Top)	4	Bionx		Rework Station
PARCEL 21	Work Tables/Benches and Cabinets	N-1	Ind. Shelf Blu	1			RMA Area
PARCEL 21	Work Tables/Benches and Cabinets	N-12	Small Shelves	3			RMA Area
PARCEL 21	Work Tables/Benches and Cabinets	N-13	Working Bench	1			RMA Area
PARCEL 21	Work Tables/Benches and Cabinets	N-2	Working Benches	9			RMA Area
PARCEL 21	Work Tables/Benches and Cabinets	V-1	Black Cabinets	4			Tool Crib
PARCEL 21	Work Tables/Benches and Cabinets	V-4	Organized Shelving	6			Tool Crib
PARCEL 21	Work Tables/Benches and Cabinets	V-3	Shipping Containers	2			Tool Crib
PARCEL 21	Work Tables/Benches and Cabinets	MS-2	Cabinet	3	Back		Shipping
PARCEL 21	Work Tables/Benches and Cabinets	MS-3	Cabinet	1	Grey		Shipping
PARCEL 21	Work Tables/Benches and Cabinets	MS-4	Working Benches	4	Rousseau		Shipping
PARCEL 21	Work Tables/Benches and Cabinets	MS-5	Working Benches With shelving and Lighting	3	Rousseau		Shipping

APPENDIX A-22

PARCEL 22 - OTHER: MACHINES, FRAMES, BIKES, AND TABLES

Parcel No.	Parcel Description	Tag	Item Description	Qty	Make	Model / Serial	Location
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-7	Battery Cover Closure Press	1	Inovative Automation		Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-4	Blocker Press	1	Inovative Automation	BP.0001	Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-12	Die Set for motor cover G4	1	Magna	G4	Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-9	Double Press	1	Cam Slide	309	Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-11	Mobile Stand for Stator box	3	Bionx		Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-3	Salt Sprayer	1	Salt Sprayer	297	Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-5	Spider Press	1	Bionx		Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-6	Stator and Rotor Assembly	1	Bionx		Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	K-8	Vibrating Table	1			Misc. Area by Wheel Building
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	P-1	Berner air curtains	1	Berner		Motor and Wheel Testing Area
PARCEL 22	Other: Machines, Frames, Bikes, and Tables	M-16	Boat Trailer	1	Excalibur	J38*82V	Shipping Area (Back)
PARCEL 22	Other: Machines, Frames, Bikes, and Tables		Demo bikes	31			Shipping Area (Back)
PARCEL 22	Other: Machines, Frames, Bikes, and Tables		"Museum" bikes (Older generation bikes)	11			Shipping Area (Back)
PARCEL 22	Other: Machines, Frames, Bikes, and Tables		SeaScape 12	2			Shipping Area (Back)

APPENDIX A-23

PARCEL 23 - OFFICE EQUIPMENT & FURNITURE

Item Description	Qty	Location	Comments
1 desk, 1 file cabinet	1	Office #2	
1 desk, 1 file cabinet, 1 table with 6 chairs, 1 shelf unit	1	Office #3	
1 desk, 3 file cabinets, 1 printer	1	Office #4	
2 desks, 2 file cabinets, 1 shelf unit	1	Office #5	
1 desk, 3 file cabinets, 1 printer	1	Office #6	
2 desks	1	Office #7	
1 desk, 2 file cabinets, 1 shelf, 1 printer	1	Office #8	
1 table, 20 chairs, 1 TV (65"), 1 projector	1	Main Boardroom	
2 desks, 1 credenza	1	Office #9	
1 desk, 1 credenza, 1 table (no chairs)	1	Office #10	
1 desk, 1 table with 4 chairs, 1 credenza	1	Office #11	
1 desk, 1 table with 2 chairs, 1 credenza	1	Office #12	
1 desk, 1 file cabinet	1	Office #13	
1 desk, 2 file cabinets, 1 table with 3 chairs	1	Office #14	
4 desks, 1 file cabinet	1	Office #15	
6 desks, 2 file cabinets	1	Office #16	

Description	Qty	Location	Comments
2 desks, 7 file cabinets, 2 printers	1	Office #17	
2 desks, 1 table with 3 chairs, 1 file cabinet	1	Office #18	
2 desks, 3 file cabinets	1	Office #19	
Canon Color Photocopier 5035	1	Printer Room	Serial #GNW65365
Canon Photocopier 4235	1	Hallway to Plant	Serial #RKJ08292
Office's chair (blk)	8	Warehouse	
Office filing cabinet 3 drawer	9	Warehouse	
Office Desk	10	Warehouse	
Monitors	19	Warehouse	
TV (Sony Model KDL-32ML130-32")	1	Warehouse	
TV (Toshiba-42")	1	Warehouse	
Desktop PC	11	Warehouse	
Keyboard	13	Warehouse	
Hard Drive	2	Warehouse	
Laptop	12	Warehouse	
Label maker (R&D)	1	Warehouse	
Label Printer (LP2844)	1	Warehouse	
Label printer (ZP450)	1	Warehouse	
Powerbar	25	Warehouse	
Cartridge HPLJ 2055	1	Warehouse	

Description	Qty	Location	Comments
White Board (S)	2	Warehouse	
White Board (M)	3	Warehouse	
Mini Fridge (white)	1	Warehouse	
Accent Barrel Chair (Ivory)	2	Warehouse	
Cartrige Ultra Black (230209)	2	Warehouse	

APPENDIX A-24

PARCEL 24 - ART WORK

Description	Qty	Location	Comments
Picture Print - PUCH	1	Hallway	35" x 24"
Picture Print - Bicycles on Street	1	Elby Office	28" x 28"
Picture Print - Courses de Hors Bords	1	Elby Office	30" x 33"
Picture Print - Styriette	1	Hallway	29" x 20"
Picture Print - HURTU	1	Hallway	5' x 4'
Picture Print - Cycle Rochet	1	Office #5	4' x 3"
Picture Print - Bande Molletiere	1	Office #6	13" x 16"
Picture Print - Lement	1	Office #8	4' x 3'
Picture Print - Cycle Favor Motor	1	Hallway	32" x 24"
Picture Print - Cosmos	1	Hallway	30" x 24"

Schedule "B"
Form of Approval and Vesting Order

[Attached]

Court File No. CV-18-592741-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE

)

THURSDAY, THE 14th

JUSTICE

)

DAY OF JUNE, 2018

)

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of BionX Canada Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement (the “**Crescent Sale Agreement**”) between the Receiver and Crescent Commercial Corporation (the “**Purchaser**”) dated June ●, 2018 and appended to the Report of the Receiver dated June ●, 2018 (the “**Report**”), and vesting of the Purchased Assets (as defined in the Crescent Sale Agreement) in the Purchaser, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

APPROVAL OF SALE TRANSACTION

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Crescent Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF THE PURCHASED ASSETS

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Crescent Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated February 27, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and all of which are collectively referred to as the "**Encumbrances**" and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

6. **THIS COURT ORDERS** that the Receiver is authorized, following the completion of the Sale Transaction, to execute, deliver and file any document, including without

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limitation, any articles of reorganization, required in order to effect a change of the Debtors' corporate name, and this Court waives any third party requirement or required consent pursuant to any Canadian federal or provincial legislation relating to same.

GENERAL

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-18-592741-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice (the “Court”) dated February 27, 2018, Grant Thornton Limited was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of BionX Canada Inc. (the “**Debtor**”).

B. Unless otherwise indicated herein, capitalized terms have the meanings ascribed to them in the asset purchase agreement dated June ●, 2018 (the “**Crescent Sale Agreement**”) between the Receiver and Crescent Commercial Corporation (the “**Purchaser**”).

C. Pursuant to an Order of the Court dated February 27, 2018, the Court approved the Crescent Sale Agreement and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be

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effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the Crescent Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the Crescent Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Grant Thornton Limited, in its capacity
as Receiver of the undertaking, property
and assets of BionX Canada Inc., and
not in its personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Assets

[Attached]

Schedule "C"
Post-Closing Access Schedule

[Attached]

Schedule "C"

Purchaser Access Rights Timeline

Period	Key Date	Description	Access	Note
June 18 - 22		Verification of Assets	1 Business Day, 9am - 5pm	
June 25 - Jul 6	Jun-25	Take Possession/Clean up/Lotting	9 Business Days, 9am - 5pm	One extra business day between 9 am to 5 pm, i.e. Monday July 9, 2018, to replace July 2nd Holiday if required.
July 9 - Aug 10		Marketing & Inspection	By appointment	Purchaser will provide minimum 24hr prior notice; Up to a maximum of 5 days of visits during Monday - Friday from 9am to 5pm
Aug 12 -15	Aug-12	Pre Inspection Preparation	1 day, 9am - 5pm	
	Aug 13 & 14	Buyer Inspection Period	2 Business Days, 9am - 5pm	
	Aug-15	Auction Date	1 Business Day, 9am - 9pm*	*After 5 pm only if needed by Purchaser
Aug 16 - 29	Aug-29	Buyer Asset removal (supervised by C3)	10 Business Days, 9am - 5pm	Key returned end of day on Aug 29, 2018

STRONACH CONSULTING CORP.
Applicant

and **BIONX CANADA INC.**
Respondent

Court File No.: CV-18-592741-00CL

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

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

STIKEMAN ELLIOTT LLP

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Lawyers for the Court-Appointed Receiver

APPENDIX 12

BIONX CANADA INC.,
by **GRANT THORNTON LIMITED**, in its capacity as court-appointed receiver and not in its
corporate or personal capacity
(the “Vendor”)
and
7575289 CANADA INC.
(the “Purchaser”)

ASSET PURCHASE AGREEMENT

June 6, 2018

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ADDENDA

Schedule "A" List of Purchased Assets
Schedule "B" Form of Approval and Vesting Order

ASSET PURCHASE AGREEMENT

Asset Purchase Agreement dated June 6, 2018 between the Vendor and the Purchaser.

RECITALS:

- (a) Pursuant to an order of the Honourable Thomas J. McEwen of the Ontario Superior Court of Justice (Commercial List) dated February 27, 2018, Grant Thornton Limited was appointed as receiver of all of the assets, properties and undertakings of BionX Canada Inc. (in such capacity, the "Receiver") and was authorized and directed to enter into a sales process in respect of all or substantially all of the BionX Canada Inc.'s assets (the "Sales Process").
- (b) Pursuant to the Sales Process, the Receiver marketed the Purchased Assets (as defined herein) for sale by way of a solicitation letter.
- (c) The Purchaser submitted an offer to purchase the Purchased Assets, which offer has been accepted by the Receiver and is subject to the terms of this Agreement.
- (d) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree with each other as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

Unless the context otherwise requires, the following terms and expressions shall have the meanings set forth below wherever used in this Agreement:

- (a) **"Agreement"** means this Asset Purchase Agreement;
- (b) **"Applicable Law"** means, with respect to a Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, by-laws, ordinances, judgments and decrees and all applicable official directives, rules, consents, approvals, authorizations, guidelines, orders (including judicial or administrative orders) and policies of any Governmental Authority having authority over that Person, property, transaction or event, as the same may be, amended up to and including the date hereof;
- (c) **"Approval and Vesting Order"** means an order substantially in the form attached hereto as Schedule "B" to be granted by the Court which approves and confirms this Agreement and the completion of the Transaction and vests the Purchased Assets in the Purchaser free and clear of all Encumbrances;

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- (d) **"Assumed Obligations"** has the meaning set out in Section 2.7(1);
- (e) **"Books and Records"** means all of the books, records, books of account, supplier and customer lists, business information, research and development information, business analyses and plans, and records, and all other documents, files, records, correspondence, electronic information (including emails and web page content), and other data and information, financial or otherwise related to the business within the control or possession of the Vendor at the Closing Date, and including all data and information stored by the Vendor electronically, digitally or on computer related media, which can be transferred in accordance with Applicable Law, but excluding any of the foregoing as applicable to any Excluded Asset;
- (f) **"Business Day"** means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (g) **"Claims"** has the meaning set out in Section 2.7(4);
- (h) **"Closing"** means the successful completion of the Transaction on the Closing Date at the Time of Closing pursuant to the terms of this Agreement;
- (i) **"Closing Cash Payment"** has the meaning set out in Section 2.3(b);
- (j) **"Closing Date"** means the day that is five Business Days after the date on which the Approval and Vesting Order is issued or such other date as the Parties may agree to in writing;
- (k) **"Confidentiality Agreement"** has the meaning set out in Section 4.3(3);
- (l) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (m) **"Deposit"** has the meaning set out in Section 2.4(a);
- (n) **"Encumbrances"** means any liens, charges, deemed trusts, hypothecs, security interests, pledges, leases, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever, excluding any permitted encumbrance, easements and restrictive covenants as agreed to between the parties;
- (o) **"Excluded Assets"** means all of BionX Canada Inc.'s right, title and interest in any assets that do not form part of the Purchased Assets being acquired by the Purchaser.
- (p) **"Governmental Authority"** means any domestic or foreign government (with respect to any such government's jurisdiction), whether federal, provincial, state, municipal or territorial, and any political subdivision, agency, entity or Person

properly exercising executive, legislative, judicial, regulatory or administrative functions of government;

- (q) **"Intellectual Property"** means any domestic and foreign (i) trademarks, trade names, business names, brand names, service marks, copyrights, trade secrets, industrial designs, inventions, patents, formulas, processes, know-how, technology and related goodwill, (ii) issued patents, continuations in part, divisional applications or analogous rights therefor, (iii) telephone and facsimile numbers, domain name registrations, website names, world wide web addresses and social media accounts, (iv) all right, title and benefit to any and all consents, whether express or implied, granted in accordance with or pursuant to *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)* (commonly known as **"Canada's Anti-Spam Law"** or **"CASL"**), and (v) any applications or registrations of any of the foregoing, in each case whether registered or not, as well as all other intellectual property rights in the foregoing;
- (r) **"Outside Date"** has the meaning set out in Section 6.7(1);
- (s) **"Parties"** means, collectively, the Parties to this Agreement and Party means any one of them, as the context requires;
- (t) **"Person"** means an individual, a partnership, a corporation, a trust, a joint venture, a syndicate, a Governmental Authority, and any other form of incorporated or unincorporated association, organization or other entity of any nature, howsoever constituted;
- (u) **"Purchase Price"** has the meaning set out in Section 2.2;
- (v) **"Purchased Assets"** means all of BionX Canada Inc.'s right, title and interest, if any, in the assets listed in Schedule "A", but excluding the Excluded Assets;
- (w) **"Purchaser"** has the meaning set out in the title page;
- (x) **"Receiver"** has the meaning set out in the Recitals;
- (y) **"Representative"** means, in respect of a Party, each director, officer, employee, agent, manager, advisor (whether legal, financial or otherwise), consultant, contractor and other representative of such Party;
- (z) **"Time of Closing"** means 10:00 a.m. (EST) on the Closing Date or such other time on the Closing Date as the Parties may mutually agree;
- (aa) **"Transaction"** means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;

- (bb) **"Transfer Taxes"** means all present and future transfer taxes, sales taxes, harmonized 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 all interest, penalties and fines in connection therewith but excluding any taxes imposed or payable under the *Income Tax Act* and any other applicable income tax legislation; and
- (cc) **"Vendor"** has the meaning set out in the title page.

Section 1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms **"this Agreement"**, **"hereof"**, **"herein"** and **"hereunder"** and similar expressions refer to this Agreement and not to any particular section hereof.

Section 1.3 Extended Meanings

Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term **"including"** means **"including, without limitation,"** and such terms as **"includes"** have similar meanings.

Section 1.4 Currency

All reference to dollars (\$) herein shall be to the lawful currency of Canada.

Section 1.5 Governing Law

This Agreement shall be construed and enforced in accordance with, and the right of the Parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of law rules. Each of the Parties hereby irrevocably submits to the jurisdiction of the courts of the Province of Ontario, and the proper courts of appeal there from, over any action or proceeding arising out of or relating to this Agreement and the Parties hereto irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such courts.

Section 1.6 Schedules

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

Schedule "A" List of Purchased Assets

Schedule "B" Form of Approval and Vesting Order

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ARTICLE 2 SALE AND PURCHASE AND ASSIGNMENT

Section 2.1 Sale and Purchase of Assets

Subject to the terms and conditions hereof, on the Closing Date the Purchaser agrees to purchase from the Vendor, and the Vendor hereby agrees to sell, assign, set over and deliver to the Purchaser, the Purchased Assets.

Section 2.2 Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets, exclusive of all applicable Transfer Taxes, shall be [REDACTED] (the "Purchase Price").

Section 2.3 Payment of Purchase Price

Subject to this Agreement, on or prior to the Closing Date, the Purchaser shall pay the Purchase Price as follows:

- (a) as to the amount of the Deposit and interest accrued thereon, by the crediting and set-off of such amount against the Purchase Price; and
- (b) as to the balance of the Purchase Price (the "Closing Cash Payment"), by wire transfer in immediately available funds to an account specified by the Vendor.

Section 2.4 Deposit

- (a) The Receiver acknowledges receipt from the Purchaser of a deposit (the "Deposit") of [REDACTED]
- (b) If the Closing takes place, the Deposit and any interest thereon (net of any taxes, if applicable) shall be credited and set off against the Purchase Price as indicated in Section 2.3(a).
- (c) The Deposit and any interest thereon shall be returned to the Purchaser on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Vendor to fulfill the conditions in Section 5.1(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date in accordance with Section 5.3(1)(a), unless the failure to obtain the Approval and Vesting Order is as a result of any action or inaction of the Purchaser.
- (d) The Deposit and any interest thereon shall be forfeited in favour of the Vendor on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Purchaser to fulfill the conditions in Section 5.2(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date as a result of any action or inaction of the Purchaser. The forfeiture of the Deposit and any interest thereon in such circumstances to the Vendor shall be liquidated damages, and not a penalty and

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is not an exclusive remedy and does not preclude or diminish the Vendor's right to seek damages or other equitable remedies in the event of a breach of this Agreement by the Purchaser.

Section 2.5 Adjustments

There shall be no adjustments in respect of the Purchase Price contemplated in this Agreement, other than the set off contemplated in Section 2.4, regardless of whether there are any changes in conditions, quantities or qualities of the Purchased Assets from the date hereof to the Closing Date.

Section 2.6 Transfer Taxes

The Parties agree that the Purchase Price payable by the Purchaser to the Vendor pursuant to this Agreement does not include any Transfer Taxes and all Transfer Taxes are the responsibility of and for the account of the Purchaser. The Purchaser and the Vendor agree to cooperate to determine the amount of Transfer Taxes payable in connection with the Transaction. If the Vendor is required by Applicable Law or by administration thereof to collect any applicable Transfer Taxes from the Purchaser, the Purchaser shall pay such Transfer Taxes to the Vendor on Closing, unless the Purchaser qualifies for an exemption from any such applicable Transfer Taxes, in which case the Vendor shall not collect any such applicable Transfer Taxes from the Purchaser, provided that the Purchaser, in lieu of payment of such applicable Transfer Taxes to the Vendor, delivers to the Vendor such certificates, elections or other documentation required by Applicable Law or the administration thereof to substantiate and affect the exemption claimed by the Purchaser. The Purchaser shall indemnify the Vendor against any claims which may arise in connection with such Transfer Taxes and the Purchaser further agrees to pay all such amounts including interest and penalties if any, upon written request by the Receiver.

Section 2.7 Assumption of Obligations

- (1) The Purchaser shall assume, fulfill and perform and indemnify and save harmless the Vendor in respect of all obligations in connection with any events, actions, occurrences or circumstances relating to the Purchased Assets after the Time of Closing and not relating to any default arising on or prior to Closing (the "**Assumed Obligations**"). The covenants and agreements made by the Purchaser in this Section 2.7(1) shall survive Closing.
- (2) The Purchaser shall not assume, and shall have no obligation to discharge, perform or fulfil any liabilities and obligations of the Vendor arising on or prior to Closing, with respect to any of the Purchased Assets, whether known, unknown, direct, indirect, absolute, contingent or otherwise or arising out of facts, circumstances or events other than the Assumed Obligations, or with respect to any of the Excluded Assets.
- (3) The Vendor shall not assume, and shall have no obligation to discharge, perform or fulfil any liabilities and obligations of the Purchaser arising from and after the Closing, with respect to any of the Purchased Assets, whether known, unknown, direct, indirect,

absolute, contingent or otherwise or arising out of facts, circumstances or events other than the Assumed Obligations.

- (4) The Purchaser, on its own behalf and on behalf of each of its successors, assigns and affiliates, does agree to and does hereby remise, release and forever discharge the Vendor from and against any and all actions, causes of actions, claims, damages, costs, expenses, interests and demands of every kind and nature whatsoever, whether at law or at equity, or under any Applicable Law, which it ever had, now has, or may in the future have against the Vendor (collectively "**Claims**"), that in any way relate to the Assumed Obligations, provided however that such release shall not extend to Claims resulting from the Vendor's gross negligence.

Section 2.8 "As is, Where is"

The Purchaser acknowledges that Purchased Assets are being sold on an "**AS IS, WHERE IS**" basis as they shall exist on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that: (a) the Vendor does not and will not guarantee title to the Purchased Assets; and (b) that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, cost, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets, including compliance of the Purchased Assets with Applicable Law (including environmental laws), or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. The description of the Purchased Assets contained in the Schedules is for purpose of identification only. No representation, warranty or condition has or will be given by the Receiver concerning the completeness or accuracy of such descriptions. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to Applicable Law, including but not limited to the *Sale of Goods Act* (Ontario) or similar legislation in any jurisdiction in Canada, shall not apply hereto and have been waived by the Purchaser. The Purchaser acknowledges and agrees that the Vendor is not required to inspect or count, or provide any inspection or counting of the Purchased Assets or any part thereof, and the Purchaser shall be deemed to have relied entirely on its own inspection and investigation of the Purchased Assets, including any current or past uses of the Purchased Assets, and based on the foregoing the Purchaser confirms that it is satisfied as to the effects of any requirements of any Governmental Authority or pursuant to Applicable Law relating to the Purchased Assets or the transfer to the Purchaser of the Purchased Assets.

Section 2.9 Assignments

It shall be the Purchaser's sole responsibility to obtain, at its own expense, any consents or permits required to effect the transfers or assignments and to obtain any further documents or assurances which are necessary or desirable in the circumstances to complete or to better effect the transfer of the Purchased Assets, including the consents of any Governmental Authority, save and except for any Court orders approving this Transaction, or other Persons insofar as the same apply to the Purchased Assets and the use or possession thereof by the Purchaser.

Section 2.10 Excluded Assets

The Purchaser acknowledges that the Purchased Assets do not include the Excluded Assets and the Parties agree that the Excluded Assets shall remain with the Vendor on the Closing of the Transaction.

Section 2.11 Allocation of Purchase Price

The Purchase Price shall be allocated among the Purchased Assets in a manner mutually agreed between the Parties in writing. Each Party shall report the sale and purchase of the Purchased Assets for all tax purposes in a manner consistent with such allocation, and will complete all tax returns, designations and elections in a manner consistent with such allocation and otherwise follow such allocation for all tax purposes on and subsequent to the Closing Date and may not take any position inconsistent with such allocation.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Purchaser's Representations

The Purchaser represents and warrants as follows, and acknowledges that the Vendor is relying upon the following representations and warranties in connection with the sale of the Purchased Assets, as at the date hereof and at the Closing Date:

- (a) the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of the jurisdiction of its formation, and is authorized to carry on business in the jurisdiction of its formation;
- (b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;
- (d) neither the execution and delivery of the Agreement nor the consummation of the Transaction will violate or conflict with any Applicable Laws;
- (e) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter

into this Agreement or to consummate the Transaction and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;

- (f) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as at the Time of Closing on the Closing Date, duly and validly executed and delivered by the Purchaser and constitutes or will, as at the Time of Closing on the Closing Date, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;
- (g) the Purchaser is not a non-Canadian person as defined in the *Investment Canada Act* (Canada);
- (h) the Purchaser is not a non-resident of Canada as defined in the *Income Tax Act* (Canada);
- (i) the Purchaser (i) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets, (ii) has relied solely upon its own independent review, investigation and/or inspection of the Purchased Assets and any document furnished to it by the Vendor or any other Person; and (iii) except as expressly set forth in this Agreement, is not relying on any written or oral statements, representations, warranties or guarantees whatsoever, whether express, implied, statutory or otherwise, with respect to the Purchased Assets or the completeness or accuracy of any information provided in connection therewith; and
- (j) the Purchaser has cash on hand and/or firm financing commitments from lenders, in amounts sufficient, to allow it to pay the Purchase Price and all other costs and expenses in connection with the consummation of the Transactions contemplated by this Agreement. The Purchaser will have, as of the Closing Date: (i) sufficient funds available, for purposes of paying the Purchase Price and paying any other amount due hereunder or in respect hereof; and (ii) the resources and capabilities (financial or otherwise) to perform its obligations hereunder. None of the funds used to form any part of the Purchase Price shall have been derived from any unlawful activity.

Section 3.2 Vendor's Representations

The Vendor represents and warrants as follows, and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its acquisition of the Purchased Assets, as at the date hereof and at the Closing Date:

- (a) The Receiver has been appointed by the Court as receiver of BionX Canada Inc. and such appointment is valid and subsisting; and

- (b) The Receiver has the rights to enter into this Agreement and to complete the Transaction on behalf of BionX Canada Inc., subject to obtaining the Approval and Vesting Order.

Section 3.3 Limitations

With the exception of the Purchaser's representations and warranties in Section 3.1 and the Vendor's representations and warranties in Section 3.2, none of the Vendor, the Receiver, the Purchaser, nor their respective Representatives make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of the Vendor, the Receiver, the Purchaser, or the Purchased Assets or the sale and purchase of the Purchased Assets pursuant to this Agreement.

ARTICLE 4 INTERIM PERIOD COVENANTS

Section 4.1 General Covenants

From the date of this Agreement until the Time of Closing on the Closing Date, the Vendor shall:

- (a) remain in possession of the Purchased Assets and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date of this Agreement;
- (b) not enter into any material contract or other material written agreement in respect of any of the Purchased Assets outside of the ordinary course; and
- (c) apply to the Court for a hearing date at which the Vendor shall bring a motion or application seeking the Approval and Vesting Order promptly, and in any case within fourteen (14) Business Days after the date of this Agreement or such other later date to which the Parties may agree. The Vendor shall use commercially reasonable efforts to obtain the Approval and Vesting Order. The Vendor shall advise the Purchaser at least seven (7) Business Days prior to such application of the parties to whom notice of such application is to be sent and shall, if reasonably practicable, provide notice in accordance with the Rules of Civil Procedure or as determined by order of the Court to such additional parties as the Purchaser may demonstrate to the satisfaction of the Vendor, acting reasonably, to have an absolute or contingent interest any of the Purchased Assets.

Section 4.2 Actions to Satisfy Closing Conditions

- (1) The Purchaser agrees to take all such actions as are within its power to control that are commercially reasonable and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 5.2 and 5.3 on or before the Time of Closing.

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- (2) The Vendor agrees to take all reasonable actions as are within its power to control that are commercially reasonable and shall use its respective commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth Section 5.1 and 5.3 on or before the Time of Closing.

Section 4.3 Access Rights

- (1) Upon at least two Business Days' prior notice by the Purchaser to the Vendor and at any time prior to the Closing Date, the Vendor shall use commercially reasonable efforts to obtain reasonable access for the Purchaser to the Purchased Assets as are at such time in the possession or control of the Vendor (excluding the Purchased Assets held by third parties). Such access shall be during normal business hours and in each case prior to Closing for the purpose of enabling the Purchaser to conduct such inspections of the Purchased Assets as it deems appropriate, acting reasonably. Such inspection shall only be conducted in the presence of a Representative of the Vendor, if so required at the discretion of the Vendor. The Purchaser agrees that such tests and inspections shall not include any tests or inspections by any Governmental Authority and specifically acknowledges and agrees that it shall not request or, through its actions, prompt or cause any tests or inspections to be made by any Governmental Authority. The Purchaser agrees to indemnify and save the Vendor and their Representatives harmless from and against all Claims incurred or arising from or in any way directly related to physical harm to property or people caused by the Purchaser's inspection of the Purchased Assets or the attendance of the Purchaser or its Representatives at properties at which any of the Purchased Assets are situate.
- (2) Upon at least two Business Days' prior notice by the Purchaser to the Vendor and at any time prior to the Closing Date, the Vendor shall use commercially reasonable efforts to afford the Purchaser and its Representatives such access as they may reasonably require at all reasonable times, including for the purpose of facilitating integration business planning, to their officers, employees, agents, properties, books, records and contracts and shall furnish all data and information relating to the Purchased Assets as the Purchaser may reasonably request.
- (3) The Parties acknowledge and agree that all information furnished by this Section 4.3 shall be subject to the terms and conditions of the confidentiality agreement between the Purchaser and Vendor dated March 12, 2018 (the "**Confidentiality Agreement**").

Section 4.4 Books and Records

The Receiver, any trustee, trustee in bankruptcy or similar official appointed with respect to the Vendor, and each of their Representatives shall, for a period of six years from the Closing Date, have access to, and the right to copy, at their expense to the extent necessary or useful in connection with their administration and discharge of their duties and obligations, including the filing of any tax return or the defence or settlement of any litigation or to comply with any Applicable Law and during usual business hours, upon reasonable prior notice to the Purchaser, all Books and Records relating to the business, the Purchased Assets and the Assumed Obligations which are to be transferred and conveyed to the Purchaser pursuant to

this Agreement. The Purchaser shall use reasonable efforts to retain and preserve all such Books and Records for such six year period. The Purchaser shall not be responsible or liable to the Receiver or any other Person for or as a result of any unintentional loss or destruction of or damage to any of the Books and Records.

Section 4.5 Confidentiality

The Purchaser acknowledges having signed the Confidentiality Agreement. The Purchaser agrees that except as provided in this Section 4.5, the Confidentiality Agreement continues to apply and the Purchaser is bound by its terms. Upon Closing, the Confidentiality Agreement will terminate. If the Closing does not occur, the Confidentiality Agreement will remain in effect in accordance with and subject to its terms.

ARTICLE 5 CONDITIONS

Section 5.1 Conditions – Purchaser

- (1) The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date, as applicable:
 - (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date;
 - (b) no legal or regulatory action or proceedings shall be pending to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby or the right of the Vendor to complete the Transaction or the right of the Purchaser to acquire the Purchased Assets; and
 - (c) the Vendor shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.
- (2) The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

Section 5.2 Conditions – Vendor

- (1) The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date:
 - (a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date;

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- (b) no legal or regulatory action or proceedings shall be pending to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby or the right of the Vendor to complete the Transaction or the right of the Purchaser to acquire the Purchased Assets; and
 - (c) the Purchaser shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.
- (2) The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing.

Section 5.3 Approval and Vesting Order

- (1) The obligations of the Parties to complete the Transaction are subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date:
- (a) the Approval and Vesting Order shall have been made by the Court approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Vendor in the Purchased Assets, free and clear of all liens, security interests and other encumbrances, and the Approval and Vesting Order shall not have been stayed, varied, or vacated (or any such appeal shall have been dismissed with no further appeal therefrom); and
 - (b) The Receiver shall have delivered its certificate confirming the satisfaction of all conditions under this Agreement and the vesting of the Purchased Assets pursuant to the Approval and Vesting Order as contemplated by the Approval and Vesting Order.
- (2) The Parties hereto acknowledge that the foregoing conditions are for their mutual benefit. Upon the Court's acceptance of the Approval and Vesting Order, the Vendor shall provide notice of such acceptance to the Purchaser in writing.

Section 5.4 Non-Satisfaction of Conditions

- (1) If any condition set out in this section is not satisfied or performed prior to the time specified therefore, the Party for whose benefit the condition is inserted may:
- (a) waive compliance with the condition in whole or in part in its sole discretion by written notice to the other Party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
 - (b) on or prior to the Closing Date, elect on written notice to the other Party to terminate this Agreement before Closing or, with the agreement of the other Party, terminate a portion of this Agreement.

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- (2) The Deposit and any interest thereon shall be returned to the Purchaser on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Vendor to fulfill the conditions in Section 5.1(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date in accordance with Section 5.3(1)(a), unless the failure to obtain the Approval and Vesting Order is as a result of any action or inaction of the Purchaser.
- (3) The Deposit and any interest thereon shall be forfeited in favour of the Receiver on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Purchaser to fulfill the conditions in Section 5.2(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date as a result of any action or inaction of the Purchaser. The forfeiture of the Deposit and any interest thereon in such circumstances to the Receiver shall be liquidated damages, and not a penalty and is not an exclusive remedy and does not preclude or diminish the Receiver's right to seek damages or other equitable remedies in the event of a breach of this Agreement by the Purchaser.

ARTICLE 6 CLOSING

Section 6.1 Closing

The completion of the Transaction on the Closing Date shall take place at the offices of the Receiver's solicitors in the City of Toronto, in the Province of Ontario, at the Time of Closing or as otherwise determined by mutual agreement of the Parties in writing.

Section 6.2 Purchaser's Deliveries on Closing

At or before the Time of Closing on the Closing Date, the Purchaser shall execute and deliver to the Vendor, the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

- (a) evidence of payment of the Closing Cash Payment in accordance with Section 2.3;
- (b) evidence of payment (or an exemption therefrom) of all Transfer Taxes required by Applicable Law to be paid at or prior to Closing;
- (c) an assignment and assumption agreement evidencing the assignment by the Vendor and the assumption by the Purchaser of the Assumed Obligations;
- (d) an officer's certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true and correct in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all respects the covenants to be performed by it prior to the Closing Time; and

- (e) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

Section 6.3 Vendor's Deliveries on Closing

At or before the Time of Closing on the Closing Date, the Vendor shall execute and deliver or cause to be executed and delivered to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) a certified copy of the Approval and Vesting Order;
- (b) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;
- (c) a receipt for the amount of the Closing Cash Payment executed by the Vendor;
- (d) an assignment and assumption agreement evidencing the assignment by the Vendor and the assumption by the Purchaser of the Assumed Obligations;
- (e) an officer's certificate dated as of the Closing Date confirming that all of the representations and warranties of the Vendor contained in this Agreement are true and correct in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Vendor has performed in all respects the covenants to be performed by it prior to the Closing Time; and
- (f) all necessary deeds, conveyances, assurances, transfers and assignments and any other instruments necessary or reasonably required to transfer the Purchased Assets to the Purchaser.

Section 6.4 Possession of Assets

On Closing, the Purchaser shall take possession of the Purchased Assets where situate at the Time of Closing on the Closing Date. The Purchaser acknowledges that the Vendor does not have any obligation to deliver physical possession of the Purchased Assets to the Purchaser and that the Purchaser is solely responsible for any costs or expenses relating to gaining access in and to the Purchased Assets, provided however that upon the Receiver using commercially reasonable efforts to ascertain all passwords and other credentials to access any and all software, servers, Intellectual Property, information technology and other Purchased Assets which require any passwords or other credentials in order to be accessed, then the Vendor shall deliver same to the Purchaser at Closing. In no event shall the Purchased Assets be sold, assigned, transferred or set over to the Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied and the Purchaser has satisfied all delivery requirements outlined in Section 6.2.

Section 6.5 Risk

The Purchased Assets shall be and remain at the risk of the Vendor until the Time of Closing on the Closing Date and at the risk of the Purchaser from and after the Time of Closing on the Closing Date. If, prior to Closing, the Purchased Assets are substantially damaged or destroyed by fire or other casualty, then except where such event shall have been caused by the Purchaser, its employees or agents, at its option, the Purchaser may decline to complete the Transaction and the Deposit shall be returned to the Purchaser together with any interest earned thereon. Such option may be exercised by notice to the Vendor within 15 days after notification to the Purchaser by the Vendor of the occurrence of damage, destruction or other casualty (or prior to the Closing Date if such occurrence takes place within 15 days of the Closing Date), which notice shall be delivered by the Vendor to the Purchaser promptly upon the occurrence of any such damage, destruction or other casualty. If, because of such damage, destruction or casualty, the Purchaser declines to complete the Closing of the Transaction, this Agreement shall be terminated automatically and the Purchaser shall not be entitled to any other compensation or claim against the Vendor pursuant to this Agreement upon exercise of such option, provided however that this provision shall not preclude the Purchaser from other compensation or claim against the Vendor if such damage, destruction or casualty results from the Vendor's gross negligence. If the Purchaser does not exercise its option under this section to decline to complete the Transaction, the Purchaser shall complete that Transaction and shall be entitled to an assignment of the proceeds of insurance paid or payable on account of such damage, destruction or other casualty, which proceeds shall be deemed to be a Purchased Asset. Where any damage, destruction or other casualty is not substantial, the Purchaser shall complete the Transaction and shall be entitled to an assignment of the proceeds of insurance paid or payable on account of such damage, destruction or other casualty, which proceeds shall be deemed to be a Purchased Asset provided that such damage, destruction or other casualty is insured or, otherwise, to an agreed abatement to the Purchase Price commensurate with the damage, destruction or other casualty.

Section 6.6 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction, such dispute will be determined by the Court or by such other Person or in such other manner as the Court may direct.

Section 6.7 Termination

- (1) If the Closing Date has not occurred by 11:59 p.m. (Toronto time) on June 22, 2018 or such later date as the Parties may mutually agree (the "**Outside Date**"), either Party may thereafter immediately terminate this Agreement upon written notice to the other Party provided that a Party may not terminate this Agreement for such reason if such Party has failed to perform any one or more of its obligations under this Agreement to be performed at or prior to Closing and the Closing has not occurred because of such failure.
- (2) If either the Vendor or the Purchaser validly terminate this Agreement pursuant to the provisions of Sections 5.4, 6.5 or 6.7(1) this Agreement shall become void and of no further force and effect and all obligations of the Parties pursuant to this Agreement

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shall be at an end in respect of the Transaction, except for those provisions which expressly survive termination. Nothing in this Section 6.7(2) shall be deemed to relieve any Party from liability for any breach of this Agreement or to impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.

ARTICLE 7 GENERAL

Section 7.1 Further Assurances

Each of the Parties shall, from time to time after the Closing Date, at the request and expense of the other, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents and further assurances as may be reasonably necessary to give effect to this Agreement.

Section 7.2 Disclosure of Agreement

Each of the Parties agree that this Agreement shall be filed in the receivership proceedings with such redactions as are agreed upon between the Parties and the Court.

Section 7.3 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered personally, or by e-mail or transmitted by fax (if a fax number is provided), as follows:

- (a) If to the Receiver, addressed to:

BionX Canada Inc.
c/o Grant Thornton Limited
12th Floor, 50 Bay Street
Toronto, ON M5J 2Z8

Attention: Michael Creber
Tel: (416) 369-7047
Email: michael.creber@ca.gt.com

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

Stikeman Elliott LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Lee Nicholson
Tel: (416) 869-5604
Fax: (416) 947-0866

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Email: leenicholson@stikeman.com

(b) If to the Purchaser, addressed to:

7575289 Canada Inc. (d/b/a JD-XLADs)
1204 Nadeau
Saint-Jean-sur-Richelieu QC

Attention: Jonathan Duclos
Tel: (514) 886-5778
Email: j.duclos@JD-XLABs.com

Any such notice or other communication, if given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by fax before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day, and if transmitted by fax after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

Section 7.4 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties or by their respective solicitors.

Section 7.5 Survival

The representations and warranties of the Parties hereto contained in this Agreement shall survive Closing.

Section 7.6 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor. Notwithstanding the foregoing, the Purchaser shall be entitled, without any requirement of consent, to assign the benefit of this Agreement to a wholly owned subsidiary provided that any such assignment shall not release the Purchaser jointly or severally from any obligation or liability for performance of the Purchaser's obligations under this Agreement, including Closing, subject to the terms and conditions provided for in this Agreement.

Section 7.7 Entire Agreement

This Agreement and the attached Schedules constitute the entire agreement between the Parties with respect to the subject matter and supersede all prior negotiations and understandings and offers by the Purchaser to the Receiver, in its capacity as receiver for the Vendor. This Agreement may not be amended or modified in any respect except by written instrument executed by the Parties.

Section 7.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement and any other agreement, document or instrument executed or delivered in connection with the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency; provided, however, that any order of the Court relating to this Transaction (including the Approval and Vesting Order) shall prevail to the extent of any conflict or inconsistency between such order and this Agreement.

Section 7.9 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 provisions validity or enforceability in any other jurisdiction.

Section 7.10 Commission

The Purchaser acknowledges that there are no agent or broker fees or other commissions payable by the Purchaser on the Purchase Price or otherwise in connection with the Transaction, and the Purchaser agrees to indemnify the Vendor against any claim for compensation or commission by any third party or agent retained by the Purchaser in connection with, or in contemplation of, the Transaction.

Section 7.11 Receiver's Capacity

The Receiver acts in its capacity as receiver of the Vendor and shall have no personal or corporate liability under this Agreement.

Section 7.12 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 of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

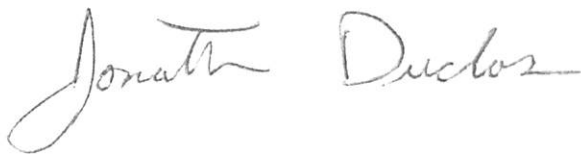
Section 7.13 No Strict Construction

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise in favouring or disfavouring either Party by virtue of authorship of any provision of this Agreement.

[Signature Page Follows.]

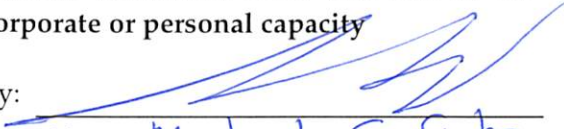
The Parties have executed this Agreement as of the date first above written.

7575289 CANADA INC.



By: _____
Name: Jonathan Duclos
Title: President

GRANT THORNTON LIMITED, in its capacity as court-appointed receiver of BIONX CANADA INC. and not in its corporate or personal capacity



By: _____
Name: Michael G. Creber
Title: Senior Vice President

Schedule "A"
List of Purchased Assets

[Attached]

BionX Canada Inc. Detailed Inventory Listing									
Note: Please be advised that the present inventory list is current as at May 1, 2018 and is subject to change. The latest versions of the following list will be uploaded as req									
Legend									
Aur-M	Aurora-Man								
Aur-E	Aurora-Engineering								
Aur-Q	Aurora-Quarantine								
Aur-T	Aurora-Transit								
MRG	Marketing Warehouse								
MUN-SRV	Munich Service Warehouse								
Service	Service Warehouse								
Item number	Item name	Qty	BV/Unit	Book Value	Revision	Site	Warehouse	Location	Parcel Name
11049	Magnet North 20mm	12 715	\$0 00	-	-	AUR	AUR-M	D01-1	MAGNET Item Parcel 02
11166	Magnet South 20mm	14 578	\$0 00	-	-	AUR	AUR-M	D01-1	MAGNET Item Parcel 02
11288	Magnet - Brake Lever	10 956	\$0 31	3 450 89	NONE	AUR	AUR-M	D01-1	MAGNET Item Parcel 02
11351	Magnet Ring Assy - 20mm	7	\$10 25	71 75	NONE	AUR	AUR-M	A17-2	MOTORPCBA BOM Parcel 02
11358	PCBA Motor 2 4 24v assembly w	33	\$14 18	467 94	NONE	AUR	AUR-M	A17-2	MOTORPCBA BOM Parcel 02
11496	Magnet North - 25mm	39 138	\$1 69	65 994 38	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
11497	Magnet South - 25mm	39 138	\$1 69	65 990 99	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
11631	PCBA motor 350w assembly with	3	\$17 27	51 81	NONE	AUR	AUR-M	D20-1	MOTORPCBA BOM Parcel 02
11776	Magnet Ring Assy - 25mm	521	\$52 74	27 477 96	NONE	AUR	AUR-M	D20-1	MOTORPCBA BOM Parcel 02
12010	PCBA Motor 2 4 6 MOSFET 48V	473	\$0 00	-	NONE	AUR	AUR-M	A19-2	MOTORPCBA Item Parcel 02
12142	PCBA Motor 2 4 6 MOSFET 48V	2	\$183 34	366 68	NONE	AUR	AUR-M	D19-2	MOTORPCBA Item Parcel 02
12570	PCBA Motor 3 1 6 MOSFET 48V	11	\$0 00	-	NONE	AUR	AUR-M	D19-2	MOTORPCBA Item Parcel 02
13132	PCBA Motor 48V EPS Assy white	2	\$221 72	443 44	NONE	AUR	AUR-M	A02-3	MOTORPCBA BOM Parcel 02
13559	Magnet Ring Assy-25mm 44 Magnets	76	\$59 01	4 484 92	NONE	AUR	AUR-M	F08-1	MAGNET Item Parcel 02
13560	Magnet NorthSouth	11 502	\$0 99	11 365 18	NONE	AUR	AUR-M	F08-1	MAGNET Item Parcel 02
13817	Magnet North / South Front Motor	24 550	\$5 74	2 741 77	NONE	AUR	AUR-M	B16-1	MAGNET Item Parcel 02
13925	Front Motor Assy-150mm Roller Brake	1	\$179 38	179 38	NONE	AUR	AUR-E	D11-1	MOTORPCBA BOM Parcel 02
13968	PCBA - Front Motor Assy - Power	2 300	\$34 22	78 701 16	NONE	AUR	AUR-M	D11-1	MOTORPCBA BOM Parcel 02
14471	Motor Assy - 250HT - 300RPM - Black - Matra	1	\$176 83	176 83	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
14580	Motor Assy - 250HT - 300RPM - IGH - G1 - Black	2	\$301 23	602 46	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
14832	Magnet NorthSouth - G4	153 064	\$0 23	35 683 10	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
14833	Magnet Ring - Rotor Assy - G4 - 88 Magnets	72	\$36 21	2 607 46	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
14835	Magnet Ring - Rotor Assy - G4 - 88 Magnets	46	\$36 21	1 665 88	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
15000	Motor Assy - 250V HT - 300RPM - G1 - Cassette - Silver	2	\$205 27	410 54	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
15000	Motor Assy - 250V HT - 300RPM - G1 - Cassette - Silver	5	\$208 06	1 040 32	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
15139	Motor Assy - 250V HT - 300RPM - G1 - Cassette - Black	29	\$205 80	5 868 25	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
15133	Motor PCB 3 3b 48v with Cables - Trek	862	\$45 82	39 494 04	NONE	AUR	AUR-M	A06-2	MOTORPCBA Item Parcel 02
15219	PCBA Motor 3 x 48v with Wires and Hall Effects - KTM	1	\$192 42	192 42	NONE	AUR	AUR-M	A06-2	MOTORPCBA BOM Parcel 02
15326	PCBA Motor 3 x 48v with Wires and Hall Effects - KTM	41	\$49 82	2 042 62	NONE	AUR	AUR-M	D20-1	MOTORPCBA BOM Parcel 02
15353	PCBA Assy with Wires and CONN RECEPIS - G2 Motor	7	\$51 08	357 56	NONE	AUR	AUR-M	D20-1	MOTORPCBA BOM Parcel 02
15377	Motor Controller Assy - G4	181	\$60 05	10 868 57	NONE	AUR	AUR-M	D20-1	MOTORPCBA Item Parcel 02
15377	Motor Controller Assy - G4	3	\$60 37	181 12	NONE	AUR	AUR-M	D20-1	MOTORPCBA Item Parcel 02
15399	Motor Assy-G1 Cassette Silver- 18&20"wheel fixed blocker	24	\$310 24	7 445 64	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
15603	Motor Assy -250V - 300RPM - G2 - Cassette - Silver - Trek	1	\$206 52	206 52	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
15616	D-Series-Wide Axles-170mm - 25/250W	1	\$283 46	283 46	NONE	AUR	AUR-E	X1	MOTORPCBA BOM Parcel 02
15616	D-Series-Wide Axles-170mm - 25/250W	1	\$337 26	337 26	NONE	AUR	AUR-E	X1	MOTORPCBA BOM Parcel 02
15635	Motor Assy - G4 - BionX - 500W	1	\$328 62	328 62	NONE	AUR	AUR-E	X1	MOTORPCBA BOM Parcel 02
15635	Motor Assy - G4 - BionX - 500W	9	\$336 90	3 032 10	NONE	AUR	AUR-E	X1	MOTORPCBA BOM Parcel 02
15711	Motor Assy - Thru Axle - 25/250W Eu - New Connector	1	\$342 05	342 05	NONE	AUR	AUR-E	X1	MOTORPCBA BOM Parcel 02
15805	Motor Controller Assy - G4 - New Power Connector	2 245	\$61 36	137 761 89	NONE	AUR	AUR-M	A19-2	MOTORPCBA Item Parcel 02
15829	Motor Assy - 250VHT/300W - G1 - Cassette - Black - 32 spoke	2	\$225 05	450 09	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
15829	Motor Assy - 250VHT/300W - G1 - Cassette - Black - 32 spoke	8	\$223 79	1 790 28	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
15967	Motor Assy-G4-New Power Connector-250W	1	\$291 03	291 03	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02
15967	Motor Assy-G4-New Power Connector-250W	34	\$291 03	9 695 03	NONE	AUR	AUR-E	DEF	MOTORPCBA BOM Parcel 02
15967	Motor Assy-G4-New Power Connector-250W	3	\$291 03	873 09	NONE	AUR	AUR-E	DEF	MOTORPCBA BOM Parcel 02
15969	MOTOR Assy-G4-New Power Connector-45/500W	1	\$294 29	294 29	NONE	AUR	AUR-M	A19-2	MOTORPCBA BOM Parcel 02

15984	MOTOR ASSY - 350W - G1 - CASSETTE - BLACK - 36 SPOKE	30	\$ 205.77	\$ 6,173.12	B	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15984	MOTOR ASSY - 350W - G1 - CASSETTE - BLACK - 36 SPOKE	19	\$ 205.77	\$ 3,909.84	B	AUR	AUR-Q	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15984	MOTOR ASSY - 350W - G1 - CASSETTE - BLACK - 36 SPOKE	2	\$ 205.77	\$ 411.54	B	AUR	SERVICE	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15985	Motor Assy-250WHT-300RPM-G1-Cassette-Black-BIONX	4	\$ 218.56	\$ 874.23	A	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15985	Motor Assy-250WHT-300RPM-G1-Cassette-Black-BIONX	2	\$ 218.56	\$ 437.11	A	AUR	AUR-Q	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15986	PCBA G1 Motor Assy with Wires	1,255	\$ 48.12	\$ 60,393.57	A	AUR	AUR-M	A14-2	MOTORPCBA	Item	Parcel 02	Motors & Related Components
15989	Motor Assy-250W HT1 300W-G1-Cassette-Black-32-Spoke	193	\$ 214.83	\$ 41,482.02	A	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15989	Motor Assy-250W HT1 300W-G1-Cassette-Black-32-Spoke	2	\$ 207.71	\$ 415.42	B	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15989	Motor Assy-250W HT1 300W-G1-Cassette-Black-32-Spoke	28	\$ 214.83	\$ 6,015.22	A	AUR	AUR-Q	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15989	Motor Assy-250W HT1 300W-G1-Cassette-Black-32-Spoke	1	\$ 214.83	\$ 214.83	A	AUR	AUR-Q	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15989	Motor Assy-250W HT1 300W-G1-Cassette-Black-32-Spoke	2	\$ 207.71	\$ 415.42	B	AUR	SERVICE	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15990	PCBA Front Motor Assy-New Pwr Connector	596	\$ 51.83	\$ 30,990.17	A	AUR	AUR-M	AWP	MOTORPCBA	BOM	Parcel 02	Motors & Related Components
15113	D-Series-Wide Adesa-170mm-45/500W	64	\$ 39.37	\$ 2,519.36	A	AUR	AUR-M	E18-1	MOTOR	BOM	Parcel 02	Motors & Related Components
15168	D-Series-Wide Adesa-170mm-45/500W	3	\$ 335.46	\$ 1,006.38	B	AUR	AUR-M	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15168	D-Series-Wide Adesa-170mm-45/500W	3	\$ 335.46	\$ 1,006.38	B	AUR	AUR-E	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15168	D-Series-Wide Adesa-170mm-45/500W	5	\$ 283.35	\$ 1,416.73	X1	AUR	AUR-E	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
15168	D-Series-Wide Adesa-170mm-45/500W	1	\$ 335.46	\$ 335.46	B	AUR	AUR-Q	AWP	MOTOR	BOM	Parcel 02	Motors & Related Components
015559R	Reworked - Magnet Ring Assy-25mm 44 Magnets	191	\$ 62.69	\$ 12,011.96	NONE	AUR	AUR-M	C18-1	MAGNET	BOM	Parcel 02	Motors & Related Components

BionX Canada Inc.
Detailed Inventory Listing

Note: Please be advised that the present inventory list is current as at May 1, 2018 and is subject to change. The latest versions of the following list will be uploaded as required.

Legend

Aur-M Aurora-Main
Aur-E Aurora-Engineering
Aur-Q Aurora-Quarantine
Aur-T Aurora-Transit
MRKG Marketing Warehouse
MUN-SRV Munich Service Warehouse
Service Service Warehouse

Item number	Item name	Qty	BV/Unit	Book Value	Revision	Site	Batch Nbr.	Serial Nbr.	Warehouse	Location	Item Description	Item type	Parcel	Parcel Name
11062	Battery Case LH - molded	38	\$1.17	\$ 44.58	NONE	AUR			AUR-M	D18-4	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
11068	Lever	158	\$0.17	\$ 26.86	NONE	AUR			AUR-M	D18-4	LEVER	Item	Parcel 03	Batteries & Battery Components / Parts
11070	Guide Plate - DT	956	\$1.05	\$ 1,003.90	NONE	AUR			AUR-M	C20-1	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
11072	PCBA Battery 4.05 24V-48V - OBSOLETE	10	\$15.18	\$ 151.80	NONE	AUR			AUR-M	A17-2	BTRPCBA	Item	Parcel 03	Batteries & Battery Components / Parts
11086	Battery case RH - molded	38	\$1.10	\$ 41.80	NONE	AUR			AUR-M	D18-4	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
11371	Charger 24V NiMH 1.8A HP1202N2	27	\$0.00	\$ -	NONE	AUR			AUR-M	D03-3	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
11548	Charger LiMN 26V HP8204L2(7S)	5	\$12.04	\$ 60.19	NONE	AUR			AUR-M	AWP	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
11706	Battery case LH molded - White	36	\$1.29	\$ 46.44	NONE	AUR			AUR-M	D18-4	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
11707	Battery lever - White Matra	150	\$0.19	\$ 28.50	NONE	AUR			AUR-M	D18-4	LEVER	Item	Parcel 03	Batteries & Battery Components / Parts
11710	Battery case RH molded - White	36	\$1.25	\$ 45.14	NONE	AUR			AUR-M	D18-4	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12079	Battery Tie Down Plate	2,665	\$0.00	\$ -	NONE	AUR			AUR-M	D17-2	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
12080	Battery Plate - Housing - Front	187	\$0.27	\$ 50.53	NONE	AUR			AUR-M	C20-1	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
12081	Battery Plate - Housing - Rear	50	\$0.63	\$ 31.40	NONE	AUR			AUR-M	C20-1	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
12196	PCBA Battery 4.05 24V-48V DC w	5	\$15.78	\$ 78.90	NONE	AUR			AUR-M	A17-2	BTRPCBA	Item	Parcel 03	Batteries & Battery Components / Parts
12357	Charger Li-Mn 22 2V (6S) RoHS	18	\$0.00	\$ -	NONE	AUR			AUR-M	D03-3	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
12503	PCBA Battery 5 x 24V-48V w/Bag	149	\$0.00	\$ -	NONE	AUR			AUR-M	D08-2	BTRPCBA	BOM	Parcel 03	Batteries & Battery Components / Parts
12589	Battery Case PL250L LH molded	30	\$0.00	\$ -	NONE	AUR			AUR-M	D11-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12590	Battery Case PL250L RH molded	30	\$0.00	\$ -	NONE	AUR			AUR-M	D11-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12604	Cell Pack Assy - Li-Mn Cells 6S4P (PL250L)	2	\$0.00	\$ -	NONE	AUR			AUR-M	J01-2	BTRCELL	Item	Parcel 03	Batteries & Battery Components / Parts
12613	Battery Case LH Mold-Rear Rack	4	\$6.58	\$ 26.33	NONE	AUR			AUR-M	D13-5	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12614	Battery Case RH Mold-Rear Rack	34	\$6.58	\$ 223.56	NONE	AUR			AUR-M	D13-5	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12640	Battery Case LH Molded-Black Matra	36	\$1.10	\$ 39.60	NONE	AUR			AUR-M	D11-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12641	Battery Case RH Molded-Black Matra	36	\$1.13	\$ 40.68	NONE	AUR			AUR-M	D11-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12642	Battery Lever-Black Matra	150	\$0.17	\$ 24.75	NONE	AUR			AUR-M	D11-3	LEVER	Item	Parcel 03	Batteries & Battery Components / Parts
12780	Levier Batterie Argent	257	\$0.93	\$ 239.88	NONE	AUR			AUR-M	D19-3	LEVER	Item	Parcel 03	Batteries & Battery Components / Parts
12781	Battery Case RH Silver-Molded	32	\$11.27	\$ 360.48	NONE	AUR			AUR-M	D19-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
12983	Batt Case LH Silver-Drilled DC	55	\$3.75	\$ 206.52	NONE	AUR			AUR-M	D19-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13026	Battery Case - RH - Trek 33/30 Cells	40	\$2.00	\$ 80.14	NONE	AUR			AUR-M	F17-2	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13027	Battery Case - LH - Trek 33/30 Cells	40	\$1.96	\$ 78.43	NONE	AUR			AUR-M	F17-2	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13037	PCBA Battery 5 x 22 2V Assy w/Cable	498	\$0.00	\$ -	NONE	AUR			AUR-M	A01-2	BTRPCBA	Item	Parcel 03	Batteries & Battery Components / Parts
13044	PCBA 5 x w/Cable - Rear Rack	8	\$54.22	\$ 433.76	NONE	AUR			AUR-M	C13-2	BTRPCBA	Item	Parcel 03	Batteries & Battery Components / Parts
13054	Cell Pack Assy - Li-Mn -10S6P - RR	3	\$94.93	\$ 284.80	NONE	AUR			SERVICE		BTRCELL	Item	Parcel 03	Batteries & Battery Components / Parts
13443	Charger-LiMn 45.65V (11S) RoHS	91	\$9.98	\$ 908.03	NONE	AUR			AUR-M	A08-3	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
13444	Charger-LiMn 41.5V (10S) RoHS	73	\$23.76	\$ 1,734.26	NONE	AUR			AUR-M	AWP	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
13462	Charger-LiMn 24.9V (6S) RoHS	18	\$0.00	\$ -	NONE	AUR			AUR-M	D03-3	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
13528	PCB ASSEMBLY SMC6	34	\$24.01	\$ 816.34	NONE	AUR			AUR-M	C15-2	BTRPCBA	Item	Parcel 03	Batteries & Battery Components / Parts
13563	Battery Case LH 2011	74	\$1.07	\$ 79.12	NONE	AUR			AUR-M	D10-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13564	Battery Case RH 2011	74	\$1.08	\$ 79.92	NONE	AUR			AUR-M	D10-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13574	Power Supply 24V	83	\$8.16	\$ 677.01	NONE	AUR			AUR-M	C17-2	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
13633	Battery Assy - DT - 48V/39Cells - Black - Derby	3	\$215.64	\$ 646.93	NONE	AUR	20140806	3633-D14158027	AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
13635	Power Supply (Charger) 90W-26V-3.45A	1,981	\$17.12	\$ 33,920.83	NONE	AUR			AUR-M	DEF	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
13635	Power Supply (Charger) 90W-26V-3.45A	2	\$17.12	\$ 34.25	NONE	AUR			AUR-B	DEF	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
13663	Battery Case LH-Derby 40 Cells	15	\$0.80	\$ 12.02	NONE	AUR			AUR-M	F19-1	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts

13664	Battery Case RH-Derby 40 Cells	13	\$0.80	\$	10.40	NONE	AUR			AUR-M	F19-1	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13665	Lever-Battery Case-Derby	119	\$0.21	\$	25.37	NONE	AUR			AUR-M	J01-2	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13675	Guide Plate - DT - Stevens	583	\$0.88	\$	513.39	NONE	AUR			AUR-M	AWP	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
13683	Lever - Battery Case - White KTM	2,581	\$0.22	\$	554.96	NONE	AUR			AUR-M	D17-4	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13759	Lever - Battery - White - Intercycle	93	\$0.34	\$	31.16	NONE	AUR			AUR-M	D08-2	LEVER	Item	Parcel 03	Batteries & Battery Components / Parts
13760	Battery Assy - DT - 48V/52 Cell - White - Intercycle	4	\$224.93	\$	899.72	NONE	AUR	20140902	3760-D14197001	AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
13762	Battery Case RH - White - Intercycle	4	\$1.59	\$	6.36	NONE	AUR			AUR-M	D07-2	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13764	Battery Case LH Stevens Gold	34	\$2.20	\$	74.80	NONE	AUR			AUR-M	D11-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13765	Battery Case RH Stevens Gold	34	\$2.20	\$	74.80	NONE	AUR			AUR-M	D11-3	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13801	Battery Case - Top Plate - Dark Grey - Trek 39 Cells MY12	6	\$0.82	\$	4.93	NONE	AUR			AUR-M	D06-4	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
13845	Battery Assy - DT - 48V/39 Cells - Silver/Black - Trek MY12	58	\$103.25	\$	5,988.50	NONE	AUR			AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
13849	Plate Battery Locking System	595	\$0.07	\$	38.68	NONE	AUR			AUR-M	J01-3	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
14000	Battery Assy - DT - 48V 52 Cell - Silver: X	20	\$259.86	\$	5,197.13	NONE	AUR	20150504	4000-D15068079	AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
14032	Battery Case - DT - Top - Grey - Trek MY12	433	\$2.86	\$	1,237.90	NONE	AUR			AUR-M	D13-5	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
14033	Lever - Battery Case DT - Black 7C - Trek MY12	115	\$0.56	\$	64.40	NONE	AUR			AUR-M	J01-2	LEVER	Item	Parcel 03	Batteries & Battery Components / Parts
14156	Metal Plate for Magnet	2,000	\$0.05	\$	107.00	NONE	AUR			AUR-M	D15-2	BTRPLATE	Item	Parcel 03	Batteries & Battery Components / Parts
14192	Battery Assy - LiMn - 13S4P - Intercycle REVO	29	\$274.19	\$	7,951.54	G	AUR			AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
14228	Battery Assy - DT - 48V 52 Cell - Black	3	\$271.13	\$	813.39	NONE	AUR	20150408	4228-D15066006	AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
14322	Battery case - RR - LH White	54	\$1.36	\$	73.44	NONE	AUR			AUR-M	C01-1	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
14323	Battery case - RR - RH White	54	\$1.37	\$	73.98	NONE	AUR			AUR-M	C01-1	BTRCASE	Item	Parcel 03	Batteries & Battery Components / Parts
14576	Power Supply (Charger) 90W - 26V - 3.45A	468	\$6.99	\$	3,268.98	NONE	AUR			AUR-M	D02-4	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
14612	Battery Assy - DT - 48V 39 Cell - White - Grace Easy	1	\$129.76	\$	129.76	NONE	AUR			AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
14627	Battery Assy - DT - 48V 39 Cell - Grey - Grace Easy	1	\$273.16	\$	273.16	E	AUR			AUR-M	AWP	BATTERY	BOM	Parcel 03	Batteries & Battery Components / Parts
14813	PCB Assembly - SMC 6.3B	67	\$54.45	\$	3,647.93	D	AUR			AUR-M	C14-2	BTRPCBA	Item	Parcel 03	Batteries & Battery Components / Parts
15253	Battery Assy - DT-48V/39Cell Black BionX	58	\$235.94	\$	13,684.32	E	AUR	20171128	5253-D17292007	AUR-M	AWP	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15319	Battery Assy - RR - 48V 39 Cell - Black 7C	200	\$242.35	\$	48,469.78	NONE	AUR	20171128	5319-D17282003	AUR-M	AWP	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15319	Battery Assy - RR - 48V 39 Cell - Black 7C	1	\$242.35	\$	242.35	NONE	AUR	20171128	5319-D17282003	AUR-Q	AWP	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15521	Battery Assy - DT -48V/52cell - 55SWH - Black - BionX Decals	0	\$304.47	\$	-	A	AUR	20150514	5621-D15092015	AUR-M	DEF	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15534	Battery Assy - RR - 48V/39Cells - GA - Grey - Trek	5	\$360.93	\$	1,804.64	E	AUR			AUR-M	AWP	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15560	Battery Assy - DT - 48V/52 - PF - Black	0	\$313.02	\$	-	A	AUR	20150527	5560-D15093035	AUR-M	DEF	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15560	Battery Assy - DT - 48V/52 - PF - Black	1	\$313.02	\$	313.02	A	AUR	20150527	5560-D15093035	AUR-B	DEF	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15629	Battery Assy - DT - 48V 39 Cell - Black 7C - BionX	16	\$215.96	\$	3,455.36	A	AUR	20141222	5629-D14309007	AUR-M	AWP	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15636	Battery Assy - DT - 48V 52 Cell - Black 7C - BionX	151	\$261.08	\$	39,422.93	B	AUR	20170726	5636-D17039019	AUR-M	AWP	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15637	Battery Assy - RR - 48V/52 Cell - Black 7C - Bionx	300	\$278.30	\$	83,490.56	B	AUR	20160329	5637-D16014036	AUR-M	DEF	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15777	Battery Assy - I - 48V/52C - GA - Black - Bionx	1	\$340.36	\$	340.36	G	AUR	20160603	5777-D16138183	AUR-M	DEF	BATTERY	Item	Parcel 03	Batteries & Battery Components / Parts
15988	Portable Battery Charger	34	\$18.91	\$	643.07	A	AUR			AUR-M	AWP	BTRCHARG	Item	Parcel 03	Batteries & Battery Components / Parts
16111	Power Supply with NA Cord	13	\$21.41	\$	278.35	A	AUR			AUR-M	AWP	BTRCHARG	BOM	Parcel 03	Batteries & Battery Components / Parts

Item number	Item Name	Qty	BV/Unit	Book Value	Revision	Site	Warehouse	Location	Item Description	Item type	Parcel	Parcel Name
11604	XLTR 3 Connector Nihth 24V	44	\$1 27	\$5 77	NONE	AUR-M	AUR-M	DB0-2	CABLE	BOM	Parcel 05	Cables & Electrical Parts
11108	Cable 24V2 non shield with jac	300	\$0 45	\$5 77	NONE	AUR-M	AUR-M	DB0-2	CABLE	BOM	Parcel 05	Cables & Electrical Parts
11128	SMC Case DB-7	300	\$0 07	\$1 07	NONE	AUR-M	AUR-M	DB18-4	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
11130	DB-7 Connector Male	1 011	\$0 86	\$69 48	NONE	AUR-M	AUR-M	DB15-3	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
11148	SMC Base DB-7	500	\$0 02	\$0 10	NONE	AUR-M	AUR-M	DB18-4	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
11186	Molded receptacle 2 way connect	1 278	\$0 17	\$217 26	NONE	AUR-M	AUR-M	DB09-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11196	Battery Cable Assembly	299	\$0 00	\$0 19	NONE	AUR-M	AUR-M	DB15-3	CABLE	BOM	Parcel 05	Cables & Electrical Parts
12000	Wire 22 AWG (stranded) FT4 TEW	6 119	\$0 01	\$0 61	NONE	AUR-M	AUR-M	DB15-3	CABLE	BOM	Parcel 05	Cables & Electrical Parts
12024	Receptacle - XLTR3 -HCFP-1	50	\$0 99	\$49 25	NONE	AUR-M	AUR-M	DB15-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
12729	Read Switch- 5902S-00 HAMLIN	5 215	\$1 05	\$5 75	NONE	AUR-M	AUR-M	DB15-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12831	Read Switch Assembly N/C 175mm	642	\$4 37	\$2 807 23	A	AUR-M	AUR-M	DB15-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12827	Read Switch Addressive Mount	91	\$0 11	\$1 01	NONE	AUR-M	AUR-M	DB15-3	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
11559	Communication Cable - Motor 403mm	103	\$1 81	\$1 88	NONE	AUR-M	AUR-M	DB20-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
11364	Communication Cable - Control 145mm	36	\$1 56	\$5 08	NONE	AUR-M	AUR-M	DB10-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11378	Thermosist thermal 65°C	112	\$6 67	\$747 07	NONE	AUR-M	AUR-M	DB15-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
11514	Warning harness assembly - cust	49	\$0 28	\$11 72	NONE	AUR-M	AUR-M	DB15-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11533	Warning harness assembly - cust	395	\$0 00	\$0 11	NONE	AUR-M	AUR-M	DB15-3	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
11534	Ext communication cable 100mm	88	\$7 32	\$645 48	C	AUR-M	AUR-M	DB04-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11534	Ext communication cable 200mm	2	\$7 32	\$15 43	NONE	AUR-M	AUR-M	DB04-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11534	Ext communication cable 300mm	88	\$7 32	\$645 48	C	AUR-M	AUR-M	DB04-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11536	Ext communication cable 500mm	46	\$7 32	\$331 46	NONE	AUR-M	AUR-M	DB04-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11536	Ext communication cable 500mm	103	\$7 56	\$778 90	NONE	AUR-M	AUR-M	DB04-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11547	Charger Nihth 30x 2Amp	24	\$0 00	\$0 24	NONE	AUR-M	AUR-M	DB03-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11550	Communication cable by roll - Black	1 400	\$0 00	\$0 14	NONE	AUR-M	AUR-M	DB10-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11559	Extension Comm cable-100mm	36	\$7 37	\$269 32	NONE	AUR-M	AUR-M	DB10-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
11561	Connector D/CDC Receptacle ass	191	\$8 67	\$1 656 32	NONE	AUR-M	AUR-M	DB10-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11577	Connector D/CDC Receptacle ass	19	\$0 00	\$0 19	NONE	AUR-M	AUR-M	DB10-2	CABLE	BOM	Parcel 05	Cables & Electrical Parts
11580	Wing harness assembly - rear	474	\$1 04	\$932 94	NONE	AUR-M	AUR-M	DB20-3	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
11582	Terminal D/CDC Connect 31-134M	900	\$0 00	\$0 90	NONE	AUR-M	AUR-M	DB20-3	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
11583	Wire D/CDC 22AWG - red - 150mm	882	\$0 00	\$0 88	NONE	AUR-M	AUR-M	DB10-3	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
11585	Power cable - SMC to Motor - b	152	\$1 25	\$240 00	NONE	AUR-M	AUR-M	DB09-2	CABLE	BOM	Parcel 05	Cables & Electrical Parts
11586	Communication cable - SMC to M	189	\$0 36	\$68 04	NONE	AUR-M	AUR-M	DB10-2	CABLE	BOM	Parcel 05	Cables & Electrical Parts
11588	XLTR 4 on cable (bag container)	163	\$0 00	\$0 16	NONE	AUR-M	AUR-M	DB15-2	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
11613	Fuse 30 Amps Battery-2C	2 130	\$0 00	\$0 21	NONE	AUR-M	AUR-M	DB20-1	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11649	Charger cable - Europe	186	\$0 01	\$1 06	NONE	AUR-M	AUR-M	DB20-1	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11675	Charger cable - Australia	225	\$0 00	\$0 22	NONE	AUR-M	AUR-M	DB18-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11676	Charger cable - Switzerland	100	\$0 00	\$0 27	NONE	AUR-M	AUR-M	DB18-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11677	Charger cable - UK	171	\$0 04	\$7 18	NONE	AUR-M	AUR-M	DB18-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11678	Charger cable - North America	267	\$0 00	\$0 21	NONE	AUR-M	AUR-M	DB18-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11684	Docking Station Assy - OT -Matra White	75	\$7 32	\$549 04	NONE	AUR-Q	AUR-Q	DOCKSTN	CABLE	Item	Parcel 05	Cables & Electrical Parts
11727	Moulded 5 CIP - Cable	7 666	\$0 05	\$392 75	NONE	AUR-M	AUR-M	DEF	DEF	Item	Parcel 05	Cables & Electrical Parts
11728	Type wrap - 80mm Black	5 596	\$0 02	\$132 77	NONE	AUR-M	AUR-M	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
11729	Power cable 1500mm	410	\$5 97	\$510 45	NONE	AUR-M	AUR-M	DB19-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
11735	Cable Clamp Nihth 14x9x2 x 128	2 300	\$0 02	\$38 29	NONE	AUR-M	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
11696	Read switch Nihth Assy washerive	376	\$5 10	\$2 428 20	NONE	AUR-M	AUR-M	DB09-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11902	Extension Motor cable Assy - 380mm	82	\$10 17	\$828 57	NONE	AUR-M	AUR-M	DB01-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
11937	Read switch Nihth (inverste)	241	\$3 25	\$782 99	NONE	AUR-M	AUR-M	AWP	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
11951	Extension of Thermostatic Nihth bag container (recall)	79	\$0 00	\$0 79	NONE	AUR-M	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts

11952	Extension of thermostat LHM bag container (recast)	67	\$0.00	\$	-	NONE	AUR	AUR-M	J01-3	CABLE	BOM	Parcel 05	Cables & Electrical Parts
12009	PCBA Motor 2 4 6 MOSFET 24V	170	\$0.00	\$	-	NONE	AUR	AUR-M	A17-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12015	Strain Gauge with soldered wire (N2A-06-S5105R-350-E3L1)	2,583	\$2.96	\$	7,649.48	C	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12040	Console - EPS Black - Throttle OBSOLETE	5	\$14.96	\$	74.80	NONE	AUR	AUR-M	C12-2	CONSOLE	BOM	Parcel 05	Cables & Electrical Parts
12051	Shaft Standard - with Strain Gauge	6	\$7.58	\$	45.45	H	AUR	AUR-M	AWP	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
12086	Trek Battery RR Light Cbl Assy	113	\$0.20	\$	23.16	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
12144	Docking Station Assy - RR - Trek	12	\$20.09	\$	241.05	NONE	AUR	AUR-M	A18-1	DOCKSTN	BOM	Parcel 05	Cables & Electrical Parts
12146	Communication cable extension	250	\$0.00	\$	-	NONE	AUR	AUR-M	D18-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12149	Communication cbl ext 1200mm	6,768	\$0.00	\$	-	NONE	AUR	AUR-M	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
12149	Communication cbl ext 1200mm	1	\$0.00	\$	-	NONE	AUR	AUR-B	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
12150	Communication cbl ext 1050mm	1,612	\$0.00	\$	-	NONE	AUR	AUR-M	D03-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12151	Communication cbl ext 1700mm	19	\$9.91	\$	188.28	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
12205	XLR 4 on cable (bag container)	328	\$0.00	\$	-	NONE	AUR	AUR-M	D10-2	ELECTRICAL	BOM	Parcel 05	Cables & Electrical Parts
12220	XLR 4 receptacle 37V Li-Mn ass	68	\$0.00	\$	-	NONE	AUR	AUR-M	J01-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12222	Battery Cable Assembly - OHM	146	\$2.39	\$	348.37	NONE	AUR	AUR-M	D08-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12228	Rear Bike Light - Spennings	36	\$0.00	\$	-	NONE	AUR	AUR-M	AWP	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12229	Communication cable mtr 356mm	2,456	\$0.00	\$	-	NONE	AUR	AUR-M	D19-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12232	Connector Kycon 3 receptacle	1,154	\$0.00	\$	-	NONE	AUR	AUR-M	J01-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12236	Wire 18awg FT4 Tew Red 148mm	7,237	\$0.00	\$	-	NONE	AUR	AUR-M	D15-3	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12331	Console EPS Bk Std facia CNBs	143	\$24.44	\$	3,494.92	NONE	AUR	AUR-M	C09-2	CONSOLE	BOM	Parcel 05	Cables & Electrical Parts
12488	Reed switch NO 380mm w adhesi	15	\$1.63	\$	24.38	NONE	AUR	AUR-M	D08-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12489	Reed switch NO 460mm w adhesi	82	\$1.65	\$	135.30	NONE	AUR	AUR-M	D08-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12687	Extension Comm Cable 800mm	110	\$7.45	\$	819.67	NONE	AUR	AUR-M	D01-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12706	Power Cable Extension 500mm	2	\$1.30	\$	2.60	NONE	AUR	AUR-M	D10-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
12717	Extension Motor Cable 200mm	100	\$8.41	\$	841.27	B	AUR	AUR-M	D09-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12717	Extension Motor Cable 200mm	6	\$8.66	\$	51.96	NONE	AUR	AUR-B	D09-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12718	Extension Motor Cable 300mm	162	\$0.00	\$	-	NONE	AUR	AUR-B	D14-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12726	Extension Motor Cable 500mm	31	\$9.68	\$	300.13	NONE	AUR	AUR-M	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
12726	Extension Motor Cable 500mm	2	\$9.68	\$	19.36	NONE	AUR	AUR-B	DEF	CABLE	Item	Parcel 05	Cables & Electrical Parts
12775	Extension Motor Cable 1000mm	77	\$12.45	\$	958.59	NONE	AUR	AUR-M	D03-1	CABLE	Item	Parcel 05	Cables & Electrical Parts
12776	Extension Motor Cable 1500mm	5	\$14.53	\$	72.64	NONE	AUR	AUR-M	D01-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
12794	Wire Harness Assy-Rese Muller	100	\$0.00	\$	-	NONE	AUR	AUR-M	D08-2	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
12802	Wire Harness Assy-Rese M Bird	730	\$0.00	\$	-	NONE	AUR	AUR-M	D12-4	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
12999	Power/Comm cable Assy-Bag Batt	421	\$0.00	\$	0.08	NONE	AUR	AUR-M	A07-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
13032	Docking Station Assy - DT - Matra Black	114	\$7.43	\$	846.91	NONE	AUR	AUR-M	E19-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13033	IGH Trek Power Cbl Motor 206MM	35	\$0.63	\$	22.05	NONE	AUR	AUR-M	D09-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13034	Communication Cable-Motor 268mm	1,653	\$0.00	\$	-	NONE	AUR	AUR-M	D05-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
13036	Kycon Connect LH-Mn 22 2V Assy	909	\$0.00	\$	-	NONE	AUR	AUR-M	J01-3	WIREHARN	Item	Parcel 05	Cables & Electrical Parts
13052	PCBA Console CAN-IC2 2.1	4	\$13.96	\$	55.84	NONE	AUR	AUR-M	A17-2	ELECTRICAL	Item	Parcel 05	Cables & Electrical Parts
13159	Cable Shield	1,847	\$0.18	\$	338.99	NONE	AUR	AUR-M	Trailer1	CABLE	Item	Parcel 05	Cables & Electrical Parts
13162	IGH Power Cable Motor 236MM	964	\$0.81	\$	780.84	NONE	AUR	AUR-M	D17-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13163	Communication Cable-Motor 296M	967	\$0.00	\$	-	NONE	AUR	AUR-M	D19-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13185	Docking station Assy - DT - Grey - KTM	57	\$8.89	\$	506.47	NONE	AUR	AUR-M	A15-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13186	Comm Cable Ext Assy 2150mm	484	\$3.84	\$	1,762.54	NONE	AUR	AUR-M	D10-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13205	G2 Console Assembly	1	\$29.66	\$	29.66	NONE	AUR	AUR-M	AWP	CONSOLE	BOM	Parcel 05	Cables & Electrical Parts
13208	Nylon Cable Tie - 8in x 0.14in - Natural	4,000	\$0.04	\$	180.62	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
13236	Docking Station Assy - RR - Trek IGH - 360mm	70	\$9.01	\$	631.00	NONE	AUR	AUR-M	E18-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13239	Docking Station Assy - RR - Trek IGH - 425mm	41	\$0.00	\$	-	NONE	AUR	AUR-M	E19-1	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13244	EZ Receptacle Cables 1150,430	39	\$0.00	\$	-	NONE	AUR	AUR-M	C05-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13247	EZ Receptacle Cable 1800,430	585	\$3.75	\$	2,193.63	NONE	AUR	AUR-M	C02-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13251	Comm Cable TMM4-180mm	1,495	\$1.61	\$	2,401.87	NONE	AUR	AUR-M	D10-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13268	Docking Station Assy - RR - KTM	614	\$8.04	\$	4,939.56	NONE	AUR	AUR-M	A12-3	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13273	Matra Smpinded Controller - OBSOLETE	136	\$0.00	\$	-	NONE	AUR	AUR-M	C09-2	CONSOLE	BOM	Parcel 05	Cables & Electrical Parts
13284	EZ Receptacle Cable 1800,150	88	\$0.00	\$	-	NONE	AUR	AUR-M	C05-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13316	Docking Station Assy - DT - IGH	90	\$22.60	\$	2,034.17	NONE	AUR	AUR-M	A16-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13318	Docking Station Assy - DT - DC Output - Matra Black	48	\$19.63	\$	951.95	NONE	AUR	AUR-M	A16-2	DOCKSTN	Item	Parcel 05	Cables & Electrical Parts
13319	Bicycle Cable Assy-DC Matra	378	\$6.04	\$	2,282.97	NONE	AUR	AUR-M	D05-3	CABLE	Item	Parcel 05	Cables & Electrical Parts
13327	G2 Controller	902	\$18.33	\$	16,534.53	NONE	AUR	AUR-M	DEF	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
13327	G2 Controller	3	\$18.33	\$	54.99	NONE	AUR	AUR-B	DEF	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
13328	G2 Receptacle with Cables	1,109	\$9.91	\$	10,886.91	NONE	AUR	AUR-M	AWP	CABLE	Item	Parcel 05	Cables & Electrical Parts
13330	Rubber for G2 Controller Clip	2,611	\$0.28	\$	732.78	NONE	AUR	AUR-M	AWP	CONSOLE	Item	Parcel 05	Cables & Electrical Parts
13359	Docking Station Assy - RR - Slynette	74	\$22.25	\$	1,646.35	NONE	AUR	AUR-M	A16-2	CABLE	Item	Parcel 05	Cables & Electrical Parts
13379	Rubber for EZ Controller Clip	4,830	\$0.20	\$	959.23	NONE	AUR	AUR-M	AWP	CONSOLE	Item	Parcel 05	Cables & Electrical Parts

Schedule "B"
Form of Approval and Vesting Order
[Attached]

Court File No. CV-18-592741-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE

)

THURSDAY, THE 14th

JUSTICE

)

DAY OF JUNE, 2018

)

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of BionX Canada Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement (the “**NumberCo Sale Agreement**”) between the Receiver and 7575289 Canada Inc. (the “**Purchaser**”) dated June ●, 2018 and appended to the Report of the Receiver dated June ●, 2018 (the “**Report**”), and vesting of the Purchased Assets (as defined in the NumberCo Sale Agreement) in the Purchaser, was heard this day at 330 University Avenue, Toronto, Ontario.

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ON READING the Report and on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

APPROVAL OF SALE TRANSACTION

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the NumberCo Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF THE PURCHASED ASSETS

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the NumberCo Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated February 27, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and all of which are collectively referred to as the "**Encumbrances**" and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

6. **THIS COURT ORDERS** that the Receiver is authorized, following the completion of the Sale Transaction, to execute, deliver and file any document, including without

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limitation, any articles of reorganization, required in order to effect a change of the Debtors' corporate name, and this Court waives any third party requirement or required consent pursuant to any Canadian federal or provincial legislation relating to same.

GENERAL

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-18-592741-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice (the “**Court**”) dated February 27, 2018, Grant Thornton Limited was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of BionX Canada Inc. (the “**Debtor**”).

B. Unless otherwise indicated herein, capitalized terms have the meanings ascribed to them in the asset purchase agreement dated June ●, 2018 (the “**NumberCo Sale Agreement**”) between the Receiver and 7575289 Canada Inc. (the “**Purchaser**”).

C. Pursuant to an Order of the Court dated June ●, 2018, the Court approved the NumberCo Sale Agreement and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the

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Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the NumberCo Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the NumberCo Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Grant Thornton Limited, in its capacity
as Receiver of the undertaking, property
and assets of BionX Canada Inc., and
not in its personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Assets**[Attached]**

STRONACH CONSULTING CORP.
Applicant

and **BIONX CANADA INC.**
Respondent

Court File No.: CV-18-592741-00CL

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

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

STIKEMAN ELLIOTT LLP

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Lawyers for the Court-Appointed Receiver

APPENDIX 13

BIONX CANADA INC.,
by **GRANT THORNTON LIMITED**, in its capacity as court-appointed receiver and not in its
corporate or personal capacity
(the “Vendor”)
and
AMEGO ELECTRIC VEHICLES INC.
(the “Purchaser”)

ASSET PURCHASE AGREEMENT

June 5, 2018

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ADDENDA

Schedule "A" List of Purchased Assets
Schedule "B" Form of Approval and Vesting Order

ASSET PURCHASE AGREEMENT

Asset Purchase Agreement dated June 5, 2018 between the Vendor and the Purchaser.

RECITALS:

- (a) Pursuant to an order of the Honourable Thomas J. McEwen of the Ontario Superior Court of Justice (Commercial List) dated February 27, 2018, Grant Thornton Limited was appointed as receiver of all of the assets, properties and undertakings of BionX Canada Inc. (in such capacity, the **"Receiver"**) and was authorized and directed to enter into a sales process in respect of all or substantially all of the BionX Canada Inc.'s assets (the **"Sales Process"**).
- (b) Pursuant to the Sales Process, the Receiver marketed the Purchased Assets (as defined herein) for sale by way of a solicitation letter.
- (c) The Purchaser submitted an offer to purchase the Purchased Assets, which offer has been accepted by the Receiver and is subject to the terms of this Agreement.
- (d) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Purchased Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree with each other as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

Unless the context otherwise requires, the following terms and expressions shall have the meanings set forth below wherever used in this Agreement:

- (a) **"Agreement"** means this Asset Purchase Agreement;
- (b) **"Applicable Law"** means, with respect to a Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, by-laws, ordinances, judgments and decrees and all applicable official directives, rules, consents, approvals, authorizations, guidelines, orders (including judicial or administrative orders) and policies of any Governmental Authority having authority over that Person, property, transaction or event, as the same may be, amended up to and including the date hereof;
- (c) **"Approval and Vesting Order"** means an order substantially in the form attached hereto as Schedule "B" to be granted by the Court which approves and confirms this Agreement and the completion of the Transaction and vests the Purchased Assets in the Purchaser free and clear of all Encumbrances;

- (d) **"Assumed Obligations"** has the meaning set out in Section 2.7(1);
- (e) **"Books and Records"** means all of the books, records, books of account, supplier and customer lists, business information, research and development information, business analyses and plans, and records, and all other documents, files, records, correspondence, electronic information (including emails and web page content), and other data and information, financial or otherwise related to the business within the control or possession of the Vendor at the Closing Date, and including all data and information stored by the Vendor electronically, digitally or on computer related media, which can be transferred in accordance with Applicable Law, but excluding any of the foregoing as applicable to any Excluded Asset;
- (f) **"Business Day"** means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (g) **"Claims"** has the meaning set out in Section 2.7(4);
- (h) **"Closing"** means the successful completion of the Transaction on the Closing Date at the Time of Closing pursuant to the terms of this Agreement;
- (i) **"Closing Cash Payment"** has the meaning set out in Section 2.3(b);
- (j) **"Closing Date"** means the day that is five Business Days after the date on which the Approval and Vesting Order is issued or such other date as the Parties may agree to in writing;
- (k) **"Confidentiality Agreement"** has the meaning set out in Section 4.3(3);
- (l) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (m) **"Deposit"** has the meaning set out in Section 2.4(a);
- (n) **"Encumbrances"** means any liens, charges, deemed trusts, hypothecs, security interests, pledges, leases, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever, excluding any permitted encumbrance, easements and restrictive covenants as agreed to between the parties;
- (o) **"Excluded Assets"** means all of BionX Canada Inc.'s right, title and interest in any assets that do not form part of the Purchased Assets being acquired by the Purchaser.
- (p) **"Governmental Authority"** means any domestic or foreign government (with respect to any such government's jurisdiction), whether federal, provincial, state, municipal or territorial, and any political subdivision, agency, entity or Person

properly exercising executive, legislative, judicial, regulatory or administrative functions of government;

- (q) **"Intellectual Property"** means any domestic and foreign (i) trademarks, trade names, business names, brand names, service marks, copyrights, trade secrets, industrial designs, inventions, patents, formulas, processes, know-how, technology and related goodwill, (ii) issued patents, continuations in part, divisional applications or analogous rights therefor, (iii) telephone and facsimile numbers, domain name registrations, website names, world wide web addresses and social media accounts, (iv) all right, title and benefit to any and all consents, whether express or implied, granted in accordance with or pursuant to *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)* (commonly known as **"Canada's Anti-Spam Law"** or **"CASL"**), and (v) any applications or registrations of any of the foregoing, in each case whether registered or not, as well as all other intellectual property rights in the foregoing;
- (r) **"Outside Date"** has the meaning set out in Section 6.7(1);
- (s) **"Parties"** means, collectively, the Parties to this Agreement and Party means any one of them, as the context requires;
- (t) **"Person"** means an individual, a partnership, a corporation, a trust, a joint venture, a syndicate, a Governmental Authority, and any other form of incorporated or unincorporated association, organization or other entity of any nature, howsoever constituted;
- (u) **"Purchase Price"** has the meaning set out in Section 2.2;
- (v) **"Purchased Assets"** means all of BionX Canada Inc.'s right, title and interest, if any, in the assets listed in Schedule "A", but excluding the Excluded Assets;
- (w) **"Purchaser"** has the meaning set out in the title page;
- (x) **"Receiver"** has the meaning set out in the Recitals;
- (y) **"Representative"** means, in respect of a Party, each director, officer, employee, agent, manager, advisor (whether legal, financial or otherwise), consultant, contractor and other representative of such Party;
- (z) **"Time of Closing"** means 10:00 a.m. (EST) on the Closing Date or such other time on the Closing Date as the Parties may mutually agree;
- (aa) **"Transaction"** means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement;

- (bb) **"Transfer Taxes"** means all present and future transfer taxes, sales taxes, harmonized 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 all interest, penalties and fines in connection therewith but excluding any taxes imposed or payable under the *Income Tax Act* and any other applicable income tax legislation; and
- (cc) **"Vendor"** has the meaning set out in the title page.

Section 1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms **"this Agreement"**, **"hereof"**, **"herein"** and **"hereunder"** and similar expressions refer to this Agreement and not to any particular section hereof.

Section 1.3 Extended Meanings

Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term **"including"** means **"including, without limitation,"** and such terms as **"includes"** have similar meanings.

Section 1.4 Currency

All reference to dollars (\$) herein shall be to the lawful currency of Canada.

Section 1.5 Governing Law

This Agreement shall be construed and enforced in accordance with, and the right of the Parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of law rules. Each of the Parties hereby irrevocably submits to the jurisdiction of the courts of the Province of Ontario, and the proper courts of appeal there from, over any action or proceeding arising out of or relating to this Agreement and the Parties hereto irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such courts.

Section 1.6 Schedules

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

Schedule "A" List of Purchased Assets

Schedule "B" Form of Approval and Vesting Order

ARTICLE 2 SALE AND PURCHASE AND ASSIGNMENT

Section 2.1 Sale and Purchase of Assets

Subject to the terms and conditions hereof, on the Closing Date the Purchaser agrees to purchase from the Vendor, and the Vendor hereby agrees to sell, assign, set over and deliver to the Purchaser, the Purchased Assets.

Section 2.2 Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Purchased Assets, exclusive of all applicable Transfer Taxes, shall be [REDACTED] (the "Purchase Price").

Section 2.3 Payment of Purchase Price

Subject to this Agreement, on or prior to the Closing Date, the Purchaser shall pay the Purchase Price as follows:

- (a) as to the amount of the Deposit and interest accrued thereon, by the crediting and set-off of such amount against the Purchase Price; and
- (b) as to the balance of the Purchase Price (the "Closing Cash Payment"), by wire transfer in immediately available funds to an account specified by the Vendor.

Section 2.4 Deposit

- (a) The Receiver acknowledges receipt from the Purchaser of a deposit (the "Deposit") of [REDACTED]
- (b) If the Closing takes place, the Deposit and any interest thereon (net of any taxes, if applicable) shall be credited and set off against the Purchase Price as indicated in Section 2.3(a).
- (c) The Deposit and any interest thereon shall be returned to the Purchaser on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Vendor to fulfill the conditions in Section 5.1(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date in accordance with Section 5.3(1)(a), unless the failure to obtain the Approval and Vesting Order is as a result of any action or inaction of the Purchaser.
- (d) The Deposit and any interest thereon shall be forfeited in favour of the Vendor on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Purchaser to fulfill the conditions in Section 5.2(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date as a result of any action or inaction of the Purchaser. The forfeiture of the Deposit and any interest thereon in such circumstances to the Vendor shall be liquidated damages, and not a penalty and

is not an exclusive remedy and does not preclude or diminish the Vendor's right to seek damages or other equitable remedies in the event of a breach of this Agreement by the Purchaser.

Section 2.5 Adjustments

There shall be no adjustments in respect of the Purchase Price contemplated in this Agreement, other than the set off contemplated in Section 2.4, regardless of whether there are any changes in conditions, quantities or qualities of the Purchased Assets from the date hereof to the Closing Date.

Section 2.6 Transfer Taxes

The Parties agree that the Purchase Price payable by the Purchaser to the Vendor pursuant to this Agreement does not include any Transfer Taxes and all Transfer Taxes are the responsibility of and for the account of the Purchaser. The Purchaser and the Vendor agree to cooperate to determine the amount of Transfer Taxes payable in connection with the Transaction. If the Vendor is required by Applicable Law or by administration thereof to collect any applicable Transfer Taxes from the Purchaser, the Purchaser shall pay such Transfer Taxes to the Vendor on Closing, unless the Purchaser qualifies for an exemption from any such applicable Transfer Taxes, in which case the Vendor shall not collect any such applicable Transfer Taxes from the Purchaser, provided that the Purchaser, in lieu of payment of such applicable Transfer Taxes to the Vendor, delivers to the Vendor such certificates, elections or other documentation required by Applicable Law or the administration thereof to substantiate and affect the exemption claimed by the Purchaser. The Purchaser shall indemnify the Vendor against any claims which may arise in connection with such Transfer Taxes and the Purchaser further agrees to pay all such amounts including interest and penalties if any, upon written request by the Receiver.

Section 2.7 Assumption of Obligations

- (1) The Purchaser shall assume, fulfill and perform and indemnify and save harmless the Vendor in respect of all obligations in connection with any events, actions, occurrences or circumstances relating to the Purchased Assets after the Time of Closing and not relating to any default arising on or prior to Closing (the "**Assumed Obligations**"). The covenants and agreements made by the Purchaser in this Section 2.7(1) shall survive Closing.
- (2) The Purchaser shall not assume, and shall have no obligation to discharge, perform or fulfil any liabilities and obligations of the Vendor arising on or prior to Closing, with respect to any of the Purchased Assets, whether known, unknown, direct, indirect, absolute, contingent or otherwise or arising out of facts, circumstances or events other than the Assumed Obligations, or with respect to any of the Excluded Assets.
- (3) The Vendor shall not assume, and shall have no obligation to discharge, perform or fulfil any liabilities and obligations of the Purchaser arising from and after the Closing, with respect to any of the Purchased Assets, whether known, unknown, direct, indirect,

absolute, contingent or otherwise or arising out of facts, circumstances or events other than the Assumed Obligations.

- (4) The Purchaser, on its own behalf and on behalf of each of its successors, assigns and affiliates, does agree to and does hereby remise, release and forever discharge the Vendor from and against any and all actions, causes of actions, claims, damages, costs, expenses, interests and demands of every kind and nature whatsoever, whether at law or at equity, or under any Applicable Law, which it ever had, now has, or may in the future have against the Vendor (collectively "**Claims**"), that in any way relate to the Assumed Obligations, provided however that such release shall not extend to Claims resulting from the Vendor's gross negligence.

Section 2.8 "As is, Where is"

The Purchaser acknowledges that Purchased Assets are being sold on an "**AS IS, WHERE IS**" basis as they shall exist on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that: (a) the Vendor does not and will not guarantee title to the Purchased Assets; and (b) that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, cost, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets, including compliance of the Purchased Assets with Applicable Law (including environmental laws), or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. The description of the Purchased Assets contained in the Schedules is for purpose of identification only. No representation, warranty or condition has or will be given by the Receiver concerning the completeness or accuracy of such descriptions. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to Applicable Law, including but not limited to the *Sale of Goods Act* (Ontario) or similar legislation in any jurisdiction in Canada, shall not apply hereto and have been waived by the Purchaser. The Purchaser acknowledges and agrees that the Vendor is not required to inspect or count, or provide any inspection or counting of the Purchased Assets or any part thereof, and the Purchaser shall be deemed to have relied entirely on its own inspection and investigation of the Purchased Assets, including any current or past uses of the Purchased Assets, and based on the foregoing the Purchaser confirms that it is satisfied as to the effects of any requirements of any Governmental Authority or pursuant to Applicable Law relating to the Purchased Assets or the transfer to the Purchaser of the Purchased Assets.

Section 2.9 Assignments

It shall be the Purchaser's sole responsibility to obtain, at its own expense, any consents or permits required to effect the transfers or assignments and to obtain any further documents or assurances which are necessary or desirable in the circumstances to complete or to better effect the transfer of the Purchased Assets, including the consents of any Governmental Authority, save and except for any Court orders approving this Transaction, or other Persons insofar as the same apply to the Purchased Assets and the use or possession thereof by the Purchaser.

Section 2.10 Excluded Assets

The Purchaser acknowledges that the Purchased Assets do not include the Excluded Assets and the Parties agree that the Excluded Assets shall remain with the Vendor on the Closing of the Transaction.

Section 2.11 Allocation of Purchase Price

The Purchase Price shall be allocated among the Purchased Assets in a manner mutually agreed between the Parties in writing. Each Party shall report the sale and purchase of the Purchased Assets for all tax purposes in a manner consistent with such allocation, and will complete all tax returns, designations and elections in a manner consistent with such allocation and otherwise follow such allocation for all tax purposes on and subsequent to the Closing Date and may not take any position inconsistent with such allocation.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Purchaser's Representations

The Purchaser represents and warrants as follows, and acknowledges that the Vendor is relying upon the following representations and warranties in connection with the sale of the Purchased Assets, as at the date hereof and at the Closing Date:

- (a) the Purchaser is a corporation duly incorporated, organized and subsisting under the laws of the jurisdiction of its formation, and is authorized to carry on business in the jurisdiction of its formation;
- (b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction has been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;
- (d) neither the execution and delivery of the Agreement nor the consummation of the Transaction will violate or conflict with any Applicable Laws;
- (e) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter

into this Agreement or to consummate the Transaction and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;

- (f) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as at the Time of Closing on the Closing Date, duly and validly executed and delivered by the Purchaser and constitutes or will, as at the Time of Closing on the Closing Date, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;
- (g) the Purchaser is not a non-Canadian person as defined in the *Investment Canada Act* (Canada);
- (h) the Purchaser is not a non-resident of Canada as defined in the *Income Tax Act* (Canada);
- (i) the Purchaser (i) has had an opportunity to conduct any and all due diligence regarding the Purchased Assets, (ii) has relied solely upon its own independent review, investigation and/or inspection of the Purchased Assets and any document furnished to it by the Vendor or any other Person; and (iii) except as expressly set forth in this Agreement, is not relying on any written or oral statements, representations, warranties or guarantees whatsoever, whether express, implied, statutory or otherwise, with respect to the Purchased Assets or the completeness or accuracy of any information provided in connection therewith; and
- (j) the Purchaser has cash on hand and/or firm financing commitments from lenders, in amounts sufficient, to allow it to pay the Purchase Price and all other costs and expenses in connection with the consummation of the Transactions contemplated by this Agreement. The Purchaser will have, as of the Closing Date: (i) sufficient funds available, for purposes of paying the Purchase Price and paying any other amount due hereunder or in respect hereof; and (ii) the resources and capabilities (financial or otherwise) to perform its obligations hereunder. None of the funds used to form any part of the Purchase Price shall have been derived from any unlawful activity.

Section 3.2 Vendor's Representations

The Vendor represents and warrants as follows, and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its acquisition of the Purchased Assets, as at the date hereof and at the Closing Date:

- (a) The Receiver has been appointed by the Court as receiver of BionX Canada Inc. and such appointment is valid and subsisting; and

- (b) The Receiver has the rights to enter into this Agreement and to complete the Transaction on behalf of BionX Canada Inc., subject to obtaining the Approval and Vesting Order.

Section 3.3 Limitations

With the exception of the Purchaser's representations and warranties in Section 3.1 and the Vendor's representations and warranties in Section 3.2, none of the Vendor, the Receiver, the Purchaser, nor their respective Representatives make, have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of the Vendor, the Receiver, the Purchaser, or the Purchased Assets or the sale and purchase of the Purchased Assets pursuant to this Agreement.

ARTICLE 4 INTERIM PERIOD COVENANTS

Section 4.1 General Covenants

From the date of this Agreement until the Time of Closing on the Closing Date, the Vendor shall:

- (a) remain in possession of the Purchased Assets and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date of this Agreement;
- (b) not enter into any material contract or other material written agreement in respect of any of the Purchased Assets outside of the ordinary course; and
- (c) apply to the Court for a hearing date at which the Vendor shall bring a motion or application seeking the Approval and Vesting Order promptly, and in any case within fourteen (14) Business Days after the date of this Agreement or such other later date to which the Parties may agree. The Vendor shall use commercially reasonable efforts to obtain the Approval and Vesting Order. The Vendor shall advise the Purchaser at least seven (7) Business Days prior to such application of the parties to whom notice of such application is to be sent and shall, if reasonably practicable, provide notice in accordance with the Rules of Civil Procedure or as determined by order of the Court to such additional parties as the Purchaser may demonstrate to the satisfaction of the Vendor, acting reasonably, to have an absolute or contingent interest any of the Purchased Assets.

Section 4.2 Actions to Satisfy Closing Conditions

- (1) The Purchaser agrees to take all such actions as are within its power to control that are commercially reasonable and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 5.2 and 5.3 on or before the Time of Closing.

- (2) The Vendor agrees to take all reasonable actions as are within its power to control that are commercially reasonable and shall use its respective commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth Section 5.1 and 5.3 on or before the Time of Closing.

Section 4.3 Access Rights

- (1) Upon at least two Business Days' prior notice by the Purchaser to the Vendor and at any time prior to the Closing Date, the Vendor shall use commercially reasonable efforts to obtain reasonable access for the Purchaser to the Purchased Assets as are at such time in the possession or control of the Vendor (excluding the Purchased Assets held by third parties). Such access shall be during normal business hours and in each case prior to Closing for the purpose of enabling the Purchaser to conduct such inspections of the Purchased Assets as it deems appropriate, acting reasonably. Such inspection shall only be conducted in the presence of a Representative of the Vendor, if so required at the discretion of the Vendor. The Purchaser agrees that such tests and inspections shall not include any tests or inspections by any Governmental Authority and specifically acknowledges and agrees that it shall not request or, through its actions, prompt or cause any tests or inspections to be made by any Governmental Authority. The Purchaser agrees to indemnify and save the Vendor and their Representatives harmless from and against all Claims incurred or arising from or in any way directly related to physical harm to property or people caused by the Purchaser's inspection of the Purchased Assets or the attendance of the Purchaser or its Representatives at properties at which any of the Purchased Assets are situate.
- (2) Upon at least two Business Days' prior notice by the Purchaser to the Vendor and at any time prior to the Closing Date, the Vendor shall use commercially reasonable efforts to afford the Purchaser and its Representatives such access as they may reasonably require at all reasonable times, including for the purpose of facilitating integration business planning, to their officers, employees, agents, properties, books, records and contracts and shall furnish all data and information relating to the Purchased Assets as the Purchaser may reasonably request.
- (3) The Parties acknowledge and agree that all information furnished by this Section 4.3 shall be subject to the terms and conditions of the confidentiality agreement between the Purchaser and Vendor dated March 21, 2018 (the "Confidentiality Agreement").

Section 4.4 Books and Records

The Receiver, any trustee, trustee in bankruptcy or similar official appointed with respect to the Vendor, and each of their Representatives shall, for a period of six years from the Closing Date, have access to, and the right to copy, at their expense to the extent necessary or useful in connection with their administration and discharge of their duties and obligations, including the filing of any tax return or the defence or settlement of any litigation or to comply with any Applicable Law and during usual business hours, upon reasonable prior notice to the Purchaser, all Books and Records relating to the business, the Purchased Assets and the Assumed Obligations which are to be transferred and conveyed to the Purchaser pursuant to

this Agreement. The Purchaser shall use reasonable efforts to retain and preserve all such Books and Records for such six year period. The Purchaser shall not be responsible or liable to the Receiver or any other Person for or as a result of any unintentional loss or destruction of or damage to any of the Books and Records.

Section 4.5 Confidentiality

The Purchaser acknowledges having signed the Confidentiality Agreement. The Purchaser agrees that except as provided in this Section 4.5, the Confidentiality Agreement continues to apply and the Purchaser is bound by its terms. Upon Closing, the Confidentiality Agreement will terminate. If the Closing does not occur, the Confidentiality Agreement will remain in effect in accordance with and subject to its terms.

ARTICLE 5 CONDITIONS

Section 5.1 Conditions – Purchaser

- (1) The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date, as applicable:
 - (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date;
 - (b) no legal or regulatory action or proceedings shall be pending to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby or the right of the Vendor to complete the Transaction or the right of the Purchaser to acquire the Purchased Assets; and
 - (c) the Vendor shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.
- (2) The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

Section 5.2 Conditions – Vendor

- (1) The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date:
 - (a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date;

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- (b) no legal or regulatory action or proceedings shall be pending to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby or the right of the Vendor to complete the Transaction or the right of the Purchaser to acquire the Purchased Assets; and
 - (c) the Purchaser shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.
- (2) The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing.

Section 5.3 Approval and Vesting Order

- (1) The obligations of the Parties to complete the Transaction are subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date:
- (a) the Approval and Vesting Order shall have been made by the Court approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Vendor in the Purchased Assets, free and clear of all liens, security interests and other encumbrances, and the Approval and Vesting Order shall not have been stayed, varied, or vacated (or any such appeal shall have been dismissed with no further appeal therefrom); and
 - (b) The Receiver shall have delivered its certificate confirming the satisfaction of all conditions under this Agreement and the vesting of the Purchased Assets pursuant to the Approval and Vesting Order as contemplated by the Approval and Vesting Order.
- (2) The Parties hereto acknowledge that the foregoing conditions are for their mutual benefit. Upon the Court's acceptance of the Approval and Vesting Order, the Vendor shall provide notice of such acceptance to the Purchaser in writing.

Section 5.4 Non-Satisfaction of Conditions

- (1) If any condition set out in this section is not satisfied or performed prior to the time specified therefore, the Party for whose benefit the condition is inserted may:
- (a) waive compliance with the condition in whole or in part in its sole discretion by written notice to the other Party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
 - (b) on or prior to the Closing Date, elect on written notice to the other Party to terminate this Agreement before Closing or, with the agreement of the other Party, terminate a portion of this Agreement.

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- (2) The Deposit and any interest thereon shall be returned to the Purchaser on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Vendor to fulfill the conditions in Section 5.1(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date in accordance with Section 5.3(1)(a), unless the failure to obtain the Approval and Vesting Order is as a result of any action or inaction of the Purchaser.
- (3) The Deposit and any interest thereon shall be forfeited in favour of the Receiver on the Outside Date only in the event that the Closing does not occur by the Outside Date solely as a result of the failure by the Purchaser to fulfill the conditions in Section 5.2(1) or in the event the Approval and Vesting Order has not been obtained by the Outside Date as a result of any action or inaction of the Purchaser. The forfeiture of the Deposit and any interest thereon in such circumstances to the Receiver shall be liquidated damages, and not a penalty and is not an exclusive remedy and does not preclude or diminish the Receiver's right to seek damages or other equitable remedies in the event of a breach of this Agreement by the Purchaser.

ARTICLE 6 CLOSING

Section 6.1 Closing

The completion of the Transaction on the Closing Date shall take place at the offices of the Receiver's solicitors in the City of Toronto, in the Province of Ontario, at the Time of Closing or as otherwise determined by mutual agreement of the Parties in writing.

Section 6.2 Purchaser's Deliveries on Closing

At or before the Time of Closing on the Closing Date, the Purchaser shall execute and deliver to the Vendor, the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

- (a) evidence of payment of the Closing Cash Payment in accordance with Section 2.3;
- (b) evidence of payment (or an exemption therefrom) of all Transfer Taxes required by Applicable Law to be paid at or prior to Closing;
- (c) an assignment and assumption agreement evidencing the assignment by the Vendor and the assumption by the Purchaser of the Assumed Obligations;
- (d) an officer's certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true and correct in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all respects the covenants to be performed by it prior to the Closing Time; and

- (e) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

Section 6.3 Vendor's Deliveries on Closing

At or before the Time of Closing on the Closing Date, the Vendor shall execute and deliver or cause to be executed and delivered to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) a certified copy of the Approval and Vesting Order;
- (b) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;
- (c) a receipt for the amount of the Closing Cash Payment executed by the Vendor;
- (d) an assignment and assumption agreement evidencing the assignment by the Vendor and the assumption by the Purchaser of the Assumed Obligations;
- (e) an officer's certificate dated as of the Closing Date confirming that all of the representations and warranties of the Vendor contained in this Agreement are true and correct in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Vendor has performed in all respects the covenants to be performed by it prior to the Closing Time; and
- (f) all necessary deeds, conveyances, assurances, transfers and assignments and any other instruments necessary or reasonably required to transfer the Purchased Assets to the Purchaser.

Section 6.4 Possession of Assets

On Closing, the Purchaser shall take possession of the Purchased Assets where situate at the Time of Closing on the Closing Date. The Purchaser acknowledges that the Vendor does not have any obligation to deliver physical possession of the Purchased Assets to the Purchaser and that the Purchaser is solely responsible for any costs or expenses relating to gaining access in and to the Purchased Assets, provided however that upon the Receiver using commercially reasonable efforts to ascertain all passwords and other credentials to access any and all software, servers, Intellectual Property, information technology and other Purchased Assets which require any passwords or other credentials in order to be accessed, then the Vendor shall deliver same to the Purchaser at Closing. In no event shall the Purchased Assets be sold, assigned, transferred or set over to the Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied and the Purchaser has satisfied all delivery requirements outlined in Section 6.2.

Section 6.5 Risk

The Purchased Assets shall be and remain at the risk of the Vendor until the Time of Closing on the Closing Date and at the risk of the Purchaser from and after the Time of Closing on the Closing Date. If, prior to Closing, the Purchased Assets are substantially damaged or destroyed by fire or other casualty, then except where such event shall have been caused by the Purchaser, its employees or agents, at its option, the Purchaser may decline to complete the Transaction and the Deposit shall be returned to the Purchaser together with any interest earned thereon. Such option may be exercised by notice to the Vendor within 15 days after notification to the Purchaser by the Vendor of the occurrence of damage, destruction or other casualty (or prior to the Closing Date if such occurrence takes place within 15 days of the Closing Date), which notice shall be delivered by the Vendor to the Purchaser promptly upon the occurrence of any such damage, destruction or other casualty. If, because of such damage, destruction or casualty, the Purchaser declines to complete the Closing of the Transaction, this Agreement shall be terminated automatically and the Purchaser shall not be entitled to any other compensation or claim against the Vendor pursuant to this Agreement upon exercise of such option, provided however that this provision shall not preclude the Purchaser from other compensation or claim against the Vendor if such damage, destruction or casualty results from the Vendor's gross negligence. If the Purchaser does not exercise its option under this section to decline to complete the Transaction, the Purchaser shall complete that Transaction and shall be entitled to an assignment of the proceeds of insurance paid or payable on account of such damage, destruction or other casualty, which proceeds shall be deemed to be a Purchased Asset. Where any damage, destruction or other casualty is not substantial, the Purchaser shall complete the Transaction and shall be entitled to an assignment of the proceeds of insurance paid or payable on account of such damage, destruction or other casualty, which proceeds shall be deemed to be a Purchased Asset provided that such damage, destruction or other casualty is insured or, otherwise, to an agreed abatement to the Purchase Price commensurate with the damage, destruction or other casualty.

Section 6.6 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction, such dispute will be determined by the Court or by such other Person or in such other manner as the Court may direct.

Section 6.7 Termination

- (1) If the Closing Date has not occurred by 11:59 p.m. (Toronto time) on June 22, 2018 or such later date as the Parties may mutually agree (the "**Outside Date**"), either Party may thereafter immediately terminate this Agreement upon written notice to the other Party provided that a Party may not terminate this Agreement for such reason if such Party has failed to perform any one or more of its obligations under this Agreement to be performed at or prior to Closing and the Closing has not occurred because of such failure.
- (2) If either the Vendor or the Purchaser validly terminate this Agreement pursuant to the provisions of Sections 5.4, 6.5 or 6.7(1) this Agreement shall become void and of no further force and effect and all obligations of the Parties pursuant to this Agreement

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shall be at an end in respect of the Transaction, except for those provisions which expressly survive termination. Nothing in this Section 6.7(2) shall be deemed to relieve any Party from liability for any breach of this Agreement or to impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.

ARTICLE 7 GENERAL

Section 7.1 Further Assurances

Each of the Parties shall, from time to time after the Closing Date, at the request and expense of the other, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents and further assurances as may be reasonably necessary to give effect to this Agreement.

Section 7.2 Disclosure of Agreement

Each of the Parties agree that this Agreement shall be filed in the receivership proceedings with such redactions as are agreed upon between the Parties and the Court.

Section 7.3 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered personally, or by e-mail or transmitted by fax (if a fax number is provided), as follows:

- (a) If to the Receiver, addressed to:

BionX Canada Inc.
c/o Grant Thornton Limited
12th Floor, 50 Bay Street
Toronto, ON M5J 2Z8

Attention: Michael Creber
Tel: (416) 369-7047
Email: michael.creber@ca.gt.com

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

Stikeman Elliott LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Lee Nicholson
Tel: (416) 869-5604
Fax: (416) 947-0866

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Email: leenicholson@stikeman.com

(b) If to the Purchaser, addressed to:

Amego Electric Vehicles Inc.
533 Richmond Street St. W. #203
Toronto ON, M5V 3Y1

Attention: Virginia Block
Tel: (416) 844-3614
Email: virginia.block@gmail.com

Any such notice or other communication, if given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by fax before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day, and if transmitted by fax after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

Section 7.4 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties or by their respective solicitors.

Section 7.5 Survival

The representations and warranties of the Parties hereto contained in this Agreement shall survive Closing.

Section 7.6 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor. Notwithstanding the foregoing, the Purchaser shall be entitled, without any requirement of consent, to assign the benefit of this Agreement to a wholly owned subsidiary provided that any such assignment shall not release the Purchaser jointly or severally from any obligation or liability for performance of the Purchaser's obligations under this Agreement, including Closing, subject to the terms and conditions provided for in this Agreement.

Section 7.7 Entire Agreement

This Agreement and the attached Schedules constitute the entire agreement between the Parties with respect to the subject matter and supersede all prior negotiations and understandings and offers by the Purchaser to the Receiver, in its capacity as receiver for the Vendor. This Agreement may not be amended or modified in any respect except by written instrument executed by the Parties.

Section 7.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement and any other agreement, document or instrument executed or delivered in connection with the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency; provided, however, that any order of the Court relating to this Transaction (including the Approval and Vesting Order) shall prevail to the extent of any conflict or inconsistency between such order and this Agreement.

Section 7.9 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 provisions validity or enforceability in any other jurisdiction.

Section 7.10 Commission

The Purchaser acknowledges that there are no agent or broker fees or other commissions payable by the Purchaser on the Purchase Price or otherwise in connection with the Transaction, and the Purchaser agrees to indemnify the Vendor against any claim for compensation or commission by any third party or agent retained by the Purchaser in connection with, or in contemplation of, the Transaction.

Section 7.11 Receiver's Capacity

The Receiver acts in its capacity as receiver of the Vendor and shall have no personal or corporate liability under this Agreement.

Section 7.12 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 of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 7.13 No Strict Construction

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise in favouring or disfavouring either Party by virtue of authorship of any provision of this Agreement.

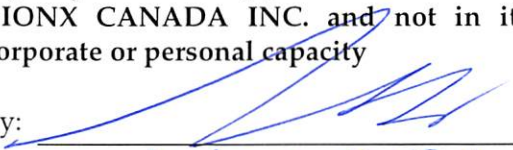
[Signature Page Follows.]

The Parties have executed this Agreement as of the date first above written.

AMEGO ELECTRIC VEHICLES INC.

By: 
Name: Virginia Block
Title: President

GRANT THORNTON LIMITED, in its capacity as court-appointed receiver of BIONX CANADA INC. and not in its corporate or personal capacity

By: 
Name: Michael G. Ciebr
Title: Senior Vice President

Schedule "A"
List of Purchased Assets

[Attached]

BionX Canada Inc.
Detailed Inventory Listing

Note: Please be advised that the present inventory list is current as at May 1, 2018 and is subject to change. The latest versions of the following list will be uploaded as required.

Legend

Aur-M Aurora-Main
Aur-E Aurora-Engineering
Aur-Q Aurora-Quarantine
Aur-T Aurora-Transit
MRKG Marketing Warehouse
MUN-SRV Munich Service Warehouse
Service Service Warehouse

Item number	Item name	Qty	BV/Unit	Book Value	Revision	Site	Config	Size	Serial Nbr.	Warehouse	Location	Item Description	Item type	Parcel	Parcel Name
P350DL	Kit P350DL - DT	1	\$604.14	\$ 604.14	CABRODI01	AUR	BLK/BLK7	20	WO0170067-001	AUR-M	AWP	KIT	BOM	Parcel 01	Finished Goods
P350DL	Kit P350DL - DT	54	\$601.37	\$ 32,474.18	CACYCLE01	AUR	BLK/BLK7	20	WO0170067-001	AUR-M	AWP	KIT	BOM	Parcel 01	Finished Goods
P350DL	Kit P350DL - DT	1	\$602.57	\$ 602.57	USBIKEF02	AUR	BLK/BLK7	20	WO0170067-001	AUR-M	AWP	KIT	BOM	Parcel 01	Finished Goods
P350DX	Kit P350DX - DT	1	\$632.26	\$ 632.26	USBIKEW03	AUR	BLK/BLK7	20	WO0170069-001	AUR-M	AWP	KIT	BOM	Parcel 01	Finished Goods
P350DX	Kit P350DX - DT	4	\$627.22	\$ 2,508.89	USRECUM04	AUR	BLK/BLK7	20	WO0170069-001	AUR-M	AWP	KIT	BOM	Parcel 01	Finished Goods
P350DX	Kit P350DX - DT	20	\$571.58	\$ 11,431.60	USSTOCK01	AUR	BLK/BLK7	20	WO0170069-001	AUR-M	AWP	KIT	BOM	Parcel 01	Finished Goods

Schedule "B"
Form of Approval and Vesting Order

[Attached]

Court File No. CV-18-592741-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE

)

THURSDAY, THE 14th

JUSTICE

)

DAY OF JUNE, 2018

)

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of BionX Canada Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement (the “**Amego Sale Agreement**”) between the Receiver and Amego Electric Vehicles Inc. (the “**Purchaser**”) dated June ●, 2018 and appended to the Report of the Receiver dated June ●, 2018 (the “**Report**”), and vesting of the Purchased Assets (as defined in the Amego Sale Agreement) in the Purchaser, was heard this day at 330 University Avenue, Toronto, Ontario.

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ON READING the Report and on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

APPROVAL OF SALE TRANSACTION

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Amego Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF THE PURCHASED ASSETS

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Amego Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated February 27, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and all of which are collectively referred to as the "**Encumbrances**" and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

6. **THIS COURT ORDERS** that the Receiver is authorized, following the completion of the Sale Transaction, to execute, deliver and file any document, including without

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limitation, any articles of reorganization, required in order to effect a change of the Debtors' corporate name, and this Court waives any third party requirement or required consent pursuant to any Canadian federal or provincial legislation relating to same.

GENERAL

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule A – Form of Receiver's Certificate

Court File No. CV-18-592741-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX CANADA INC.

Respondent

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice (the "**Court**") dated February 27, 2018, Grant Thornton Limited was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of BionX Canada Inc. (the "**Debtor**").

B. Unless otherwise indicated herein, capitalized terms have the meanings ascribed to them in the asset purchase agreement dated June ●, 2018 (the "**Amego Sale Agreement**") between the Receiver and Amego Electric Vehicles Inc. (the "**Purchaser**").

C. Pursuant to an Order of the Court dated June ●, 2018, the Court approved the Amego Sale Agreement and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective

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with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the Amego Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 5.1, 5.2 and 5.3 of the Amego Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Grant Thornton Limited, in its capacity
as Receiver of the undertaking, property
and assets of BionX Canada Inc., and
not in its personal capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Assets**[Attached]**

STRONACH CONSULTING CORP.
Applicant

and **BIONX CANADA INC.**
Respondent

Court File No.: CV-18-592741-00CL

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

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

STIKEMAN ELLIOTT LLP

Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Lee Nicholson LSUC# 66412I
Tel: (416) 869-5604
E-mail: leenicholson@stikeman.com
Fax: (416) 947-0866

Lawyers for the Court-Appointed Receiver

APPENDIX 14

District of Ontario
Court File No.: CV-18-592741-00CL

IN THE MATTER OF THE RECEIVERSHIP OF BIONX CANADA INC.
RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS AS AT JUNE 1, 2018

				Note 1
<u>Receipts</u>	<u>Notes</u>	<u>CDN Account</u>	<u>USD Account</u>	<u>CDN Total</u>
Cash at Bank (at date of receivership)	2	253,334	79,108	353,880
Advance from Secured Creditor (for accrued contractors wages)	3	78,641	-	78,641
less: Payment to Contractors for Accrued Pre-Receiver'ship Wages		(78,641)	-	(78,641)
Advance from Secured Creditor (for outstanding employees entitlements)	4	1,450,646	-	1,450,646
less: Payment to Employees for Accrued Pre-Receiver'ship Entitlements		(1,523,714)	-	(1,523,714)
Recovery from Loan Receivable	5	82,106	-	82,106
Receiver'ship Borrowing	6	600,000	-	600,000
less: Return of Receiver'ship Borrowing plus Interest Accrued		(605,524)	-	(605,524)
Transfer from USD account to CAD account	7	1,269,728	-	1,269,728
less: Transfer from USD account to CAD account		-	(999,000)	(1,269,728)
Sale of Inventory		265,325	539,331	950,814
Partial Settlement Proceeds received from GM Dispute	8	-	327,000	415,617
Accounts Receivable		55,207	111,904	197,437
Sale Deposits (withheld)	9	56,550	-	56,550
HST Refunds (received)		59,222	-	59,222
HST Collected		136	35,136	44,794
Miscellaneous Refunds		-	3,096	3,935
Interest		1,360	-	1,360
TOTAL RECEIPTS		1,964,376	96,575	2,087,123
<u>Disbursements</u>				
Retained Employees Wages		243,240	-	243,240
Occupation Rent		72,549	-	72,549
Pre-Receiver'ship Payroll		62,629	-	62,629
Utilities and Waste Disposal		41,352	-	41,352
HST/QST paid		39,273	-	39,273
Insurance		32,639	-	32,639
Freight and Delivery		6,302	16,625	27,433
Computer Services		16,151	-	16,151
Security		6,616	-	6,616
Advertising		4,488	-	4,488
Telephone and Internet		4,419	-	4,419
Office Expense and Supplies		813	2,731	4,284
Stock Taking and Possession		3,383	-	3,383
Duty		3,328	-	3,328
Repairs and Maintenance		3,078	-	3,078
Travel		796	-	796
Filing and License Fees		345	-	345
Bank Charges		127	34	170
TOTAL DISBURSEMENTS		541,526	19,390	566,171
<u>Professional Fees</u>				
Receiver's Fees	10	266,666	-	266,666
HST on Receiver's Fees		34,667	-	34,667
Legal Fees	11	81,298	-	81,298
HST on Legal Fees		10,548	-	10,548
TOTAL PROFESSIONAL FEES		393,179	-	393,179
RECEIPTS LESS DISBURSEMENTS		1,029,671	77,185	1,127,773

NOTES

Note 1 - Please note in calculating the CDN Total amount, the receiver used an exchange rate of USD : 1.270999 CAD to convert the US Dollars to Canadian Dollars.

Note 2 - Represents cash at bank held by BionX at the date of the receivership and subsequently swept to the Receiver's account on the same day.

Note 3 - Pursuant to the April 30th Order (defined in the body of the Third Report) the Secured Creditor advanced funds to the Receiver to pay contractors their accrued wage owing at the date of the receivership. Contractors were paid their accrued wage from these funds on May 16, 2018.

Note 4 - Pursuant to the April 30th Order (defined in the body of the Third Report) the Secured Creditor advanced funds to the Receiver to pay employees' their outstanding entitlements (per applicable provincial legislation) owing at the date of the receivership. On May 22, 2018 the Receiver advanced funds to the pre-appointment payroll provider (ADP) whom were contracted during the receivership to administer payroll. ADP issued employees payment for their net entitlements on or about June 1, 2018.

Note 5 - At the date of the receivership, a loan receivable was owing to BionX for c.\$100k. The Receiver came to settlement with the debtor and collected c.\$82,106 in full and final settlement of the outstanding receivable.

Note 6 - Pursuant to the Receiver's Order dated February 27, 2018 the Receiver was empowered to borrow up to and including \$1,250,000 from the Secured Creditor in Receiver'ship Borrowings. The Receiver only received the benefit of \$600,000 which it returned to the Secured Creditor with interest on May 7, 2018. The Receiver was able to fund its costs incurred during the receivership mainly from the receipts collected from the sale of inventory and pre-appointment receivables.

Note 7 - Based on the pre-appointment bank accounts held by BionX, the Receiver established two bank accounts. One account denoted in USD and the other denoted in CAD. During the course of the receivership, the Receiver has transferred credit funds from the USD bank account to the CAD account, at the spot rate on the day of transfer.

APPENDIX 15

Court File No. CI-18-592741-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

**IN THE MATTER OF AN APPLICATION PURSUANT TO
SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B3, AS AMENDED, AND SECTION 101 OF THE *COURTS
OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

BETWEEN:

STRONACH CONSULTING CORP.

Applicant

- and -

BIONX CANADA INC.

Respondent

AFFIDAVIT OF MICHAEL CREBER

I, **MICHAEL G CREBER**, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY as follows:

1. I am Senior Vice-President of Grant Thornton Limited, ("GTL") which was appointed as Receiver and Manager ("**Receiver**") in the CCAA proceedings of Bionx Canada Inc. (the "**Company**"). As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe such to be true.
2. Attached and marked as Exhibit "A" to this my affidavit is a true copy of the detailed billings setting out the fees and disbursements of GTL incurred in its role as Receiver of the Company from January 12, 2018 to May 31, 2018, in the total amount of \$537,336.11, plus HST

in the amount of \$69,853.69, and such is summarized on Exhibit "B" to this my affidavit. The average hourly rate is \$323.00.

3. Given the complexity of this insolvency matter, I believe the hourly rates and the total amount of fees are reasonable and comparable for insolvency services of this nature rendered by other firms in the City of Toronto.

4. The hours spent on this matter and disbursements incurred by GTL are outlined in detail in Exhibits "A" and "B" and I believe were reasonable and appropriate in the circumstances.

5. This affidavit is sworn in connection with the approval of the fees and disbursements of GTL and for no improper purpose.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario, this
5th day of June, 2018.



Commissioner for Taking Affidavits, etc.

Daniel Kenneth Wootton,
a Commissioner, etc., Province of Ontario,
for Grant Thornton Limited.
Expires April 6, 2019.


MICHAEL G CREBER

Exhibit "A" to the Affidavit of Michael G Creber,
sworn before me this 5th day of June, 2018.



Commissioner for Taking Affidavits, etc.

Daniel Kenneth Woolton,
a Commissioner, etc., Province of Ontario,
for Grant Thornton Limited.
Expires April 6, 2019.



Court File No. CI-18-592741-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE RECEIVERSHIP OF
BIONX CANADA INC.
OF THE CITY OF AURORA, IN THE PROVINCE OF ONTARIO

BILL OF COSTS

BN 12738 4717 RT0001

Client #235819

Invoice#LSON-4152

To professional services rendered as Court-Appointed Receiver for the period from January 12, 2018 to February 28, 2018.

Date	Full Name	Time	Detail
January 12, 2018	Michael Creber	0.90	Correspondence; Discussion legal; Review documents.
January 14, 2018	Michael Creber	0.10	Discussion secured creditor.
January 15, 2018	Michael Creber	1.90	Correspondence; Review documents.
January 16, 2018	Michael Creber	1.40	Document review; Planning.
January 16, 2018	Jason Knight	1.80	Research on Bionx and Elby Bike; Organize and file information provided by the Creditor, Stikeman Elliot LLP; and advisors; Review information provided and summarize same; Conference call with Stikeman Elliot LLP re: status of entities; Internal discussions re: file and upcoming meeting.
January 17, 2018	Mandi Quirk	1.00	Review documents and financials from company, call with team and counsel.
January 17, 2018	Jason Knight	3.70	Prepare for and attend meeting with D. Carrol and meeting with Bionx; Review materials provided by D. Carrol; Review Bionx/Elby business review.

Date	Full Name	Time	Detail
January 17, 2018	Michael Creber	4.20	Review documents; prepare for and attend meetings at company.
January 18, 2018	Jason Knight	0.80	Prepare for and attend conference call with SCC, Stikemans, and advisors re: go forward plan.
January 18, 2018	Michael Creber	1.60	Discussion lender; conference call lender and Stikemans.
January 18, 2018	Mandi Quirk	0.50	Call with team and counsel.
January 22, 2018	Jason Knight	0.60	Prepare for and attend conference call with Stikeman Elliot, D. Carroll, and SCC re: updates and next steps.
January 22, 2018	Mandi Quirk	0.40	Call with team and counsel.
January 22, 2018	Michael Creber	0.90	Prepare for and attend conference call; Review documents; Planning.
January 23, 2018	Michael Creber	0.90	Discussion and analysis review.
January 24, 2018	Mandi Quirk	0.50	Telephone conference with team, company and counsel.
January 24, 2018	Jason Knight	0.80	Prepare for and attend conference call with Stikemans, SCC, and SCC advisors; Debrief notes.
January 24, 2018	Michael Creber	0.90	Prepare for and attend conference call.
January 30, 2018	Michael Creber	0.40	Discussions correspondence and file status update.
January 31, 2018	Michael Creber	0.10	Correspondence.
February 1, 2018	Mandi Quirk	0.50	Discussions with team, conference call with team.
February 1, 2018	Michael Creber	0.40	Correspondence and planning.

Date	Full Name	Time	Detail
February 2, 2018	Jason Knight	3.60	Internal meeting to discuss developments in file and next steps; Conference call with Stikemans to discuss status update and memo to be drafted; Review recent decision to include in memo; Review listing of directors and other information provided by Stikemans; Begin draft of memorandum to Bionx board re: insolvency options.
February 2, 2018	Mandi Quirk	0.80	Telephone call with team, review documents from Company.
February 2, 2018	Michael Creber	2.20	Correspondence and planning.
February 3, 2018	Jason Knight	2.90	Draft memo to company re: insolvency options; Review, revise and finalize same; Research differences in insolvency options.
February 4, 2018	Michael Creber	1.10	Review documents and correspondence; Draft memorandum.
February 5, 2018	Jason Knight	1.90	Internal discussions re: Memo and changes required to same; Revise Memo and include additional sections to same; Additional discussions and revisions to the Memo; Call with Stikemans re: security agreements.
February 5, 2018	Mandi Quirk	1.50	Review memorandum documents, review company information, correspondence with team.
February 5, 2018	Michael Creber	2.60	Correspondence; draft memos; Planning.
February 6, 2018	Jason Knight	0.20	Draft memo re: Elby options.
February 6, 2018	Michael Creber	0.60	Correspondence; Planning.
February 7, 2018	Jason Knight	1.50	Internal discussion re: next steps and strategy going forward; Draft notices to customers, suppliers, and employees and send same to team for review.
February 7, 2018	Michael Creber	1.20	Correspondence, discussions and planning.
February 8, 2018	Michael Creber	0.90	Correspondence, discussions and planning.
February 9, 2018	Michael Creber	1.40	Correspondence, discussions and planning.

Date	Full Name	Time	Detail
February 12, 2018	Michael Creber	0.30	Planning.
February 13, 2018	Jason Knight	1.80	Prepare for and attend conference call with D. Carroll, Bionx CEO and CFO, and SCC; Debrief call and summarize notes of same.
February 13, 2018	Michael Creber	0.90	Planning and correspondence.
February 14, 2018	Michael Creber	0.30	Correspondence and planning.
February 15, 2018	Mandi Quirk	1.30	Draft WEPP booklet from company documents, distribute to team.
February 15, 2018	Michael Creber	3.10	Numerous calls; Correspondence; Employee matters; Draft communications; Planning.
February 15, 2018	Jason Knight	4.10	Draft Receiver's Pre-filing Report and correspondence internally re: same; Conference call with counsel re: review of security documentations; Correspondence with D. Carroll re: next steps; Correspondence with SCC re: update on security review; Internal discussions re: Pre-filing Report.
February 16, 2018	Michael Creber	1.60	Planning and court documents.
February 16, 2018	Jason Knight	1.80	Draft Pre-Filing Report; Revise and finalize communications to suppliers, customers, and employees and send same to SCC; Review blackline of model order.
February 17, 2018	Jason Knight	2.10	Draft, review and finalize first draft of the Pre-Filing Report; Review draft affidavit of SCC.
February 17, 2018	Michael Creber	0.90	Conference call; documents; Planning.
February 18, 2018	Jason Knight	1.10	Prepare for and attend conference call with counsel and SCC's counsel re: application materials; Revise Pre-Filing Report and send same to counsel and SCC's counsel; Draft follow-up correspondence to SCC re: outstanding items.
February 18, 2018	Michael Creber	0.90	Conference call; Documents; Planning.

Date	Full Name	Time	Detail
February 19, 2018	Jason Knight	0.10	Correspondence re: court date.
February 19, 2018	Michael Creber	2.40	Planning; review court documents and draft report.
February 20, 2018	Jason Knight	0.30	Internal correspondence re: next steps in proceedings; Review comments made to first draft of the Pre-Filing Report and discuss same internally.
February 20, 2018	Michael Creber	0.60	Planning and status update.
February 21, 2018	Jason Knight	1.10	Prepare for and attend conference call with D. Carroll and M. Willetts re: cash flow for receivership; Internal discussion to debrief call with D. Carroll and M. Willetts and discuss next steps going forward; Review information provided by the Company and draft questions regarding same.
February 21, 2018	Michael Creber	0.80	Court matters.
February 22, 2018	Jason Knight	1.40	Review cash flow scenarios provided by the Company re: the production of inventory; Conference call w D. Carroll re: information provided by the Company; Review draft Receivership Order; Correspondence with SCC's counsel and Receiver's counsel re: application materials and Pre-Filing Report; Internal discussions re: application.
February 22, 2018	Michael Creber	0.70	Court matters.
February 23, 2018	Aaron Previte	1.00	Meet with J. Kwon to discuss file. Commence reading materials on file.
February 23, 2018	Jason Knight	1.20	Review information provided by M. Willetts re: cash flow; Correspondence with D. Carroll; Review comments provided by Stikemans re: Pre-Filing Report; Internal discussions re: next steps and status of application materials; Internal meeting to debrief new team member on the background of Bionx, the status of the file, and the next steps and required information.
February 23, 2018	Michael Creber	2.40	Court matters; GM matters; Planning.

Date	Full Name	Time	Detail
February 24, 2018	Michael Creber	1.60	Correspondence and discussions; GM matter; court matters; Planning.
February 25, 2018	Michael Creber	2.20	Correspondence and discussions re court matters and GM; Planning.
February 25, 2018	Jason Knight	1.60	Review correspondence received from General Motors' counsel re: equipment; Prepare for and attend conference call with SCC, SCC's counsel, and counsel re: addressing the General Motors' correspondence; Various correspondence re: Pre-Filing Report and application materials; Conference call with F. Gingl and others re: GM issue.
February 26, 2018	Jason Knight	6.80	Conference call with counsel, SCC, and SCC's counsel to discuss the required steps to finalize documents; Review various revised versions of the Pre-Filing Report and conduct internal discussions re: same; Internal meeting to discuss taking possession plan and items required to be completed; Draft employee retention contract and distribute same to counsel for review; Phone conversation with D. Carroll to discuss plan for taking possession; Phone conversation with M. Willetts to discuss taking possession plan and items required by the Receiver; Conference call with counsel, SCC, and SCC's counsel re: materials filed by General Motors; Various internal discussions; Review and finalize Pre-Filing Report and coordinate service of same; Revise and finalize customer, supplier, and employee communication to be released upon appointment of Receiver; Arrange for third party computer contractor to be present to deal with IT and other items.
February 26, 2018	Aaron Previte	5.00	Meet with J. Knight and M. Creber to plan receivership; Prepare documents in preparation for receivership. Build checklists and action plans; Various discussions re plan of action for receivership.
February 26, 2018	Michael Creber	4.80	Court document finalization, planning and related correspondence and discussions.

Date	Full Name	Time	Detail
February 27, 2018	Aaron Previte	9.00	Meet with management onsite to discuss receivership; Meet with employees to discuss receivership and consequences; Meet with skeletal staff and delegate tasks to complete; Attend to day one matters (e.g. securing assets, bank accounts, etc).
February 27, 2018	Michael Creber	3.30	Attend at court; First day matters; GM matters; Tax; Employee; Communications; Discussion and correspondence legal counsel.
February 27, 2018	Jason Knight	12.90	Prepare for attendance on Bionx premises including but not limited to preparation of employee notices, customer notices, and supplier notices; Attend Bionx premises and discuss next steps with management and J. Simonetti; Conduct meeting with employees to be retained; Hold companywide meeting to advise all employees of the Receivership and the termination of their employment; Conduct meeting with retained employees and explain the contractor agreement; Internal meeting to discuss items required to be addresses; Delegate and assign tasks to retained employees; Correspondence with RCGT re: Bionx Sherbrooke location; Coordinate the security of the premises and IT infrastructure; Respond to various emails and questions from employees.
February 27, 2018	Rosa Wilford	4.00	Review internal email instructions; re Banking: Review court order, bank account schedules, prepare Bank letters, emails to various banking institutions, phone calls, voicemail, setup new bank accounts, prepare bank forms, prepare wire instructions and general banking administration.
February 28, 2018	Aaron Previte	10.00	Meet with Bionx staff to discuss tasks to complete, inventory count, safeguarding assets, insurance, financial statements, subsidiaries, etc.; Discussions and correspondence with insurer re insurance. Investigate assets and review subsidiaries financial statements; Progress admin / statutory tasks; Attend to other trading matters.

Date	Full Name	Time	Detail
February 28, 2018	Jason Knight	9.20	Onsite at Bionx's premises; Various correspondence with retained employees regarding various matters and providing instructions to same; Discussions with third party IT contractor re: shared services and the costs of same; Meeting to discuss the history and events of the GM contract and the status of the inventory held by Bionx; Prepare for GM arrival and tour the warehouse to understand location of the inventory and assets; Review cost breakdown and the A/R balance being claimed by Bionx; Meeting and discussion with representatives of GM re: process and next steps; Other various matters; Discussion with SCC re: Receiver's Certificate.
February 28, 2018	Jennifer Kwon	8.00	Attend onsite; Meeting with GM representatives; Inventory count and review listings; Internal discussions; Meeting with Bionx employees.
February 28, 2018	Michael Creber	3.10	File status update; planning; discussion and correspondence legal counsel; sales process matters; subsidiary matters.
February 28, 2018	Rosa Wilford	1.50	Review various emails, respond to phone calls/emails, and provide signed documents, email team and general banking administration.

Time Charges and Expenses

M. Creber, Sr. Vice President	53.60	hours @	\$595.00	per hour	\$ 31,892.00
J. Knight, Manager	63.30	hours @	\$295.00	per hour	\$ 18,673.50
A. Previte, Manager	25.00	hours @	\$275.00	per hour	\$ 6,875.00
J. Kwon, Manager	8.00	hours @	\$260.00	per hour	\$ 2,080.00
R. Wilford, Manager	5.50	hours @	\$260.00	per hour	\$ 1,430.00
M. Quirk, Sr. Associate	6.50	hours @	\$160.00	per hour	\$ 1,040.00
	<u>161.90</u>				<u>\$ 61,990.50</u>
5% Technology and Administration					<u>\$ 3,099.53</u>
					\$ 65,090.03
Disbursements (travel)					<u>\$ 48.01</u>
					\$ 65,138.04
HST (13%)					<u>\$ 8,467.95</u>
Total Due					<u>\$ 73,605.99</u>



Court File No. CI-18-592741-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE RECEIVERSHIP OF
BIONXCANADA INC.
OF THE CITY OF AURORA, IN THE PROVINCE OF ONTARIO

BILL OF COSTS

BN 12738 4717 RT0001

Client #235819

Invoice#LSON-4247

To professional services rendered as Court-Appointed Receiver for the period from March 1, 2018 to March 31, 2018.

Date	Full Name	Time	Detail
March 1, 2018	Aaron Previte	10.00	Various discussion and correspondence with Bionx and GT staff re assets, employees, contractors, inventory, financial data, etc. attending to insurance. Review goods received in last 30 days and discussion with Bionx staff. Discussion and correspondence with customers re receivership and orders. Prepare FAQ sheet. Attend conference call re GM and receivership dealings. Discussion with Bionx staff re subsidiaries.
March 1, 2018	Mandi Quirk	1.00	Request ROE packages with service Canada, meeting with team re WEPP requirements and information gathering.
March 1, 2018	Jennifer Kwon	7.75	Attend onsite; Walk-through with GM representatives and Management; Provide instructions; Explain documentation required to validate property claim; Conference call with team re: GM matters.

Date	Full Name	Time	Detail
March 1, 2018	Jason Knight	6.70	Onsite at Bionx premises; Meeting with supplier who arrived on site and addressed various questions and concerns; Conference call with counsel and team re: items completed and to be completed and detailed discussions re: GM matters; Correspondence internally and with GM re: the inventory located on Bionx premises; Various discussion with employees retained by the Receiver; Correspondence with potential buyers; Correspondence with SCC re: various matters.
March 1, 2018	Michael Creber	2.60	Sales process matters; GM matters; employee matters; subsidiary matters; banking and funding matters; discussions and correspondence re same.
March 1, 2018	Rosa Wilford	4.00	Respond to phone call from Stronach Group, assist with wire instructions, open mail/courier, review banking, prepare various receipt requisitions from Banking institutions, accounts receivable, post entries, prepare disbursement requisitions, post entries, issue cheque, email team, follow-up email/phone call with Bank re new USD account request, return voicemail calls and general banking administration. Review email from Stronach Group, correspondences with Bank, review print screens for expecting wire, prepare deposit, posting entries, email team notification of wire, follow up email/phone call with Bank re request US Account setup, and general banking administration.
March 2, 2018	Michael Creber	2.40	Sales process matters; GM matters; employee matters; subsidiary matters; banking and funding matters; discussions and correspondence re same.

Date	Full Name	Time	Detail
March 2, 2018	Jason Knight	9.60	Onsite at Bionx premises; Tour of facility with employee re: the segregation of assets; Discussions with GM re: items to be dealt with and items to be counted; Phone conversation with German subsidiary; Prepare for and attend phone conversation with J. Simonetti re: various items; Draft internal communication re: Sales Process; Meeting with patent contractor re: patent information and location of same; Correspondence with ADP re: payroll; Meeting with M. Willetts and A. Sasnowski re: General Motors; Discussions with General Motors re: various items and tour facility to understand segregation of assets; Various discussions with employees re: numerous items; Onsite at Bionx premises; Tour of facility with employee re: the segregation of assets; Discussions with GM re: items to be dealt with and items to be counted; Phone conversation with German subsidiary.
March 2, 2018	Aaron Previte	9.00	Various discs and correspondence with Bionx and GT staff re assets, employees, contractors, financials, inventory, suppliers. Discs with staff re possibility of completing WIP to sell. Discussion with customers re receivership and orders. Analyze lease and correspondence with MC re same. Discussion and correspondence with Marsh to confirm insurance in place. Continue working through tasks per receivership checklist.

Date	Full Name	Time	Detail
March 2, 2018	Rosa Wilford	3.25	Review banking, prepare disbursement requisitions, prepare receipt requisitions, post entries, issue cheque, prepare invoice, review and respond to email correspondences from Bank, review Bank documents and instructions; prepare Bank forms for review and for authorized signing. Further correspondences to and from Bank, review courier, email and update team and general banking and filing administration.
March 2, 2018	Rania Erian	0.40	Arrange for mail redirection from Quebec location; Upload legal documents to case website.
March 2, 2018	Valerie Naccarato	0.10	Deposit at bank.
March 3, 2018	Aaron Previte	3.00	Prepare memorandum on Bionx Canada Inc. subsidiaries and circulate to M. Creber / J. Knight.
March 3, 2018	Jennifer Kwon	0.30	Review documents sent by GM.
March 3, 2018	Jason Knight	4.90	Compiling commentary on the Scott Wilson GM Affidavit, Review various email correspondence re: administration of receivership; Correspondence with payroll contractor re: processing final payroll; Draft email correspondence internally re: Affidavit of Scott Wilson and Bionx's commentary on same; Review GM balance calculation prepared by Bionx and supporting documentation provided by M. Willetts; Draft email correspondence re: GM Balance.
March 4, 2018	Michael Creber	2.20	Sales process matters; GM matters; employee matters; subsidiary matters; banking and funding matters; discussions and correspondence re same.

Date	Full Name	Time	Detail
March 4, 2018	Jason Knight	1.70	Prepare for an attend conference call with counsel and SCC's counsel re: GM; Review and format documentation to support the amount being claimed owing by GM; General correspondence; Discussions with payroll contractor re: the preparation of same.
March 5, 2018	Jennifer Kwon	4.70	Conference call with GM re: status of inventory and tomorrow's court date; Conference call with Stronach lawyers; Meeting with Management and GM re: progress on supporting documentation; Internal discussions re: same.
March 5, 2018	Jason Knight	6.50	Meeting with M. Willetts to discuss GM; Prepare and attend meeting with GM re: assets on site; General correspondence with employees re: instructions on items to complete; Correspondence with counsel re: GM matters; Correspondence with Bionx and GM re: inventory located at Aurora facility; Review correspondence from GM counsel re: email sent by Receiver's counsel; Conference call to discuss GM; Call with Bionx to discuss the amount owing to GM and supporting documentation for same; Draft correspondence to secured lender re: final payroll; Review GM documentation and prepare summary to reconcile amounts being claimed by each.
March 5, 2018	Michael Creber	4.90	GM matters; sales process matters; legal matters; subsidiary issues; creditor matters.

Date	Full Name	Time	Detail
March 5, 2018	Aaron Previte	10.00	Attend to various trading matters. Discussion and correspondence with staff re financials, leases, suppliers invoices, receivables, subsidiaries, inventory count, machinery count. Correspondence with suppliers, customers, insurer re receivership and company. Attend daily call to discuss receivership matters. Attend to tasks pursuant to receivership. Analyze subsidiary position and discs with M. Creber re same. Discussion with staff, customers, receiver re ability to trade on and sell goods.
March 5, 2018	Rosa Wilford	3.50	Review mail/packages from Scotiabank re accounts on freeze, prepare receipt requisitions, post deposit entries, correspondences with Bank, email team, follow up email with bank re opening US account, respond to phone call from Bank, setup new account, prepare further deposits, post entries, provide wire instructions and general banking and filing administration.
March 6, 2018	Jennifer Kwon	0.10	Conference call following court.
March 6, 2018	Aaron Previte	10.50	Attend to various trading matters. Discussion and correspondence with staff re financials, leases, suppliers invoices, receivables, subsidiaries, inventory count, machinery count. Correspondence with suppliers, customers, insurer re receivership and company. Attend daily call to discuss receivership matters. Attend to tasks pursuant to receivership. Analyze subsidiary position and discs with M. Creber re same. Discussion with staff, customers, receiver re ability to trade on and sell goods. Determine goods in transit and obligations. Correspondence with receiver re same and discs with lawyers re same. Correspondence with receiver re disclaiming lease.

Date	Full Name	Time	Detail
March 6, 2018	Jason Knight	7.90	Prepare for and attend Court re: GM matter; Onsite at Bionx premises; Correspondence with RCGT re: Sherbrooke premises; Correspondence with payroll contractor re: the processing of final payroll; Review of documentation provided by the Company re: GM; Conference call with team to debrief; Review correspondence and draft order from GM's counsel; Correspondence with IT contractor re: IT matters; Various discussions with employees re: receivership matters and items to be completed; Correspondence with SCC re: final payroll; Meeting with GM and Sasnowski to discuss in detail the listing prepared by GM and the assets located on Bionx premises and the payment if any of same.
March 6, 2018	Michael Creber	4.30	Prepare for and attend at court; GM matters; sales process matters; employee matters.
March 6, 2018	Valerie Naccarato	0.20	Prepare receipt requisition forms, posting entries, and general banking administration; Deposit at bank.
March 7, 2018	Michael Creber	3.90	Sales process matters; creditor matters; employee matters; GM matters; press; file update call.

Date	Full Name	Time	Detail
March 7, 2018	Jason Knight	9.10	Onsite at Bionx premises; Draft Solicitation Letter for Sales Process; Correspondence with D. Carroll re: Sales Process; Correspondence with S. MacWilliam re: Elby; Prepare and coordinate payment of final payroll; Discussion with team re: 30 day goods; Prepare listing of interested parties based on correspondence received from same; Correspondence with interested parties; Prepare for and attend daily conference call with team; Various correspondence with retained employees re: items to be complete; Correspondence with GM re: GM matters; Discussions with Sasnowski re: supporting documentation for Bionx Claim;
March 7, 2018	Aaron Previte	10.00	Attend to various trading matters. Discussion and correspondence with staff re financials, leases, suppliers invoices, receivables, subsidiaries, inventory count, machinery count. Correspondence with suppliers, customers, insurer re receivership and company. Attend daily call to discuss receivership matters. Attend to tasks pursuant to receivership. Analyze subsidiary position and discs with MC re same. Discussion with staff, customers, receiver re ability to trade on and sell goods. Determine goods in transit and obligations. Correspondence with receiver re same and discs with lawyers re same. Correspondence with receiver re disclaiming lease.
March 7, 2018	Valerie Naccarato	0.90	General banking administration; Follow email instructions, prepare disbursement requisition forms, post entries and general banking administration; Prepare wire, correspondence with Bank, posting entries, email re notification of wire.

Date	Full Name	Time	Detail
March 8, 2018	Aaron Previte	11.00	Attend to various trading matters. Discussion and correspondence with staff re financials, leases, suppliers invoices, receivables, subsidiaries, inventory count, machinery count. Correspondence with suppliers, customers, insurer re receivership and company. Attend daily call to discuss receivership matters. Attend to tasks pursuant to receivership. Analyze subsidiary position and discs with MC re same. Discussion with staff, customers, receiver re ability to trade on and sell goods. Determine goods in transit and obligations. Correspondence with receiver re same and discs with lawyers re same. Correspondence with receiver re disclaiming lease. Prepare analysis on trade on - various Discussion with staff re same. Discussion with the receiver re analysis. Communicate same to staff and customers.
March 8, 2018	Jason Knight	11.30	Onsite at Bionx premises; Test toll-free number and email for Bionx file; Update creditor and customer notice to include toll-free number and Bionx email; Draft correspondence to retained employees re: update customer and creditor notice; Review draft correspondence to GM's counsel; Phone conversation with S. MacWilliam re: Elby; Discussion with retained employee re: review of Solicitation Letter; Draft correspondence to employee benefits provider re: the termination of same; Review materials sent to the Receiver by GM, including affidavit of Scott Wilson; Conference call with team re: GM materials and other items; Review information provided by retained employees re: Bionx Claim; Prepare and update summary schedule of Bionx Claim and supporting documentation for Court attendance; Correspondence with SCC re: payroll of Bionx employees.

Date	Full Name	Time	Detail
March 8, 2018	Jennifer Kwon	4.00	Discussions with Management; Discussions with GM; Team conference call; Update reconciliation.
March 8, 2018	Michael Creber	3.20	GM matters; sales process matters; creditor matters; employee matters.
March 8, 2018	Valerie Naccarato	0.20	Prepare receipt requisition form, posting entries, and general banking administration; Deposit at bank.
March 9, 2018	Jason Knight	10.10	Prepare for and attend Court re: GM matters; Various discussions with S. Wilson and GM's counsel re: materials filed and the Bionx Claim; Debrief Court attendance with team and discuss next steps and required content of the First Report; Conduct meeting with A. Sasnowski to go through the details of the Beta Program invoices re: GM; Update and revised summary document of the Bionx Claim; Attend internal conference call to discuss GM and various other matters; Begin draft of the Receiver's First Report re: GM; Correspondence with retained employees re: various matters.
March 9, 2018	Jennifer Kwon	7.00	Attend premises; Prepare report; Discussions with Management; Update conference call.
March 9, 2018	Michael Creber	3.10	Prepare for and attend at court; GM matters; operating matters; sales process matters; reporting.
March 9, 2018	Mandi Quirk	0.50	Send ROE's, scan to server, discussion with team, mail to service Canada

Date	Full Name	Time	Detail
March 9, 2018	Aaron Previte	10.00	Attend to various trading matters. Discussion and correspondence with staff re financials, leases, suppliers invoices, receivables, subsidiaries, inventory count, machinery count. Correspondence with suppliers, customers, insurer re receivership and company. Attend daily call to discuss receivership matters. Attend to tasks pursuant to receivership. Analyze subsidiary position and discussion with M. Creber re same. Discussion with staff, customers, receiver re ability to trade on and sell goods. Determine goods in transit and obligations. Correspondence with receiver re same and discussion with lawyers re same. Correspondence with receiver re disclaiming lease. Prepare analysis on trade on - various Discussion with staff re same. Discussion with the receiver re analysis. Communicate same to staff and customers.
March 9, 2018	Rania Erian	0.50	Upload creditors to Ascend and file the Notice & Statement of the Receiver with the OSB.
March 10, 2018	Michael Creber	1.40	GM matters.
March 10, 2018	Jennifer Kwon	3.00	Prepare report; Internal discussions.
March 10, 2018	Jason Knight	9.90	Draft Receiver's First Report re: GM; Internal discussions re: First Report; Draft correspondence to counsel re: GM correspondence; Review correspondence from counsel and GM's counsel re: timing;
March 11, 2018	Jason Knight	6.60	Discussion with counsel re: Court materials; Draft First Report; Review draft of First Report and revise same.
March 11, 2018	Michael Creber	2.90	Review draft report and court materials and discussion and correspondence re same; GM matters.

Date	Full Name	Time	Detail
March 12, 2018	Jason Knight	10.90	On-site at Aurora Facility; Review First Report with Sasnowski and make revisions to same; Various correspondence with counsel and internally re: First Report; Compile and format appendices for the First Report; Process multiple turns of the First Report and the finalization of same; Discussions with employees re: various matters; Discussion with SCC re: employee matters; Review and finalize Solicitation Letter and discuss same internally; Review various email correspondence from creditors and customers re: receivership proceedings; Internal meeting to discuss sale of inventory, among other things; Administer case website.
March 12, 2018	Michael Creber	6.40	Review draft report and court materials and discussion and correspondence re same; GM matters; production matters; banking; communication matters; creditor matters; sales process matters.
March 12, 2018	Aaron Previte	5.50	Discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, financial statements, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customers' offers. Review goods in transit commercial ability. Review suppliers' queries and respond to same. Investigate capital assets kept by suppliers. Attend to FAQ sheet. Review contractor's invoices and expense claims.
March 12, 2018	Mandi Quirk	0.70	Administer remainder ROE's with team, send in mail.
March 12, 2018	Rania Erian	1.50	Send Notice of Creditors; Prepare Affidavit of Mailing.

Date	Full Name	Time	Detail
March 13, 2018	Aaron Previte	10.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, financial statements, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customer's offers. Review goods in transit commercial ability. Review suppliers' queries and respond to same. Investigate capital assets kept by suppliers. Attend to FAQ sheet. Review contractors' invoices and expense claims.
March 13, 2018	Michael Creber	4.90	Court matters and documents; file status update and planning; conference call legal; tax matters; production update; sales update; sales process update; cash flow; subsidiary matters.
March 13, 2018	Jason Knight	5.20	Review Factum provided by SCC and conduct call to discuss same; Internal discussions re: Sales Process and Court attendance; Add parties indicating interested in Sales Process to master listing; Correspondence with Sasnowski re: GM; Review WEPPA workbook and revise same; Discussion with payroll contractor re: information required for WEPPA workbook; Conference call with counsel and SCC's counsel to discuss status of file; Administration of website; Perform analysis of documentation with respect to the Beta Program re: GM claim.
March 13, 2018	Jennifer Kwon	1.00	Conference call with team.
March 13, 2018	Valerie Naccarato	1.1	Prepare receipt requisition for payroll, post entries, follow instructions and general banking administration; Prepare deposit form, post entry, general banking administration and deposit at bank.

Date	Full Name	Time	Detail
March 13, 2018	Rosa Wilford	0.50	Review internal email instructions re: payment of invoices; complete cheque requisition forms, prepare and issue cheques, efile and general banking administration.
March 14, 2018	Jason Knight	9.10	Draft correspondence to creditors re: Receivership Order; Prepare for and attend Court re: GM Matter; Review information provided by Sasnowski re: GM Beta PO and the nature and detail of the line items included on invoices 19 to 23; General correspondence internally re: various matters in the Receivership.
March 14, 2018	Michael Creber	7.10	Prepare for and attend at court; GM matters; operating matters; sales matters; planning.
March 14, 2018	Aaron Previte	10.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, financial statements, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customer's offers. Review goods in transit commercial ability. Review suppliers' queries and respond to same. Investigate capital assets kept by suppliers. Attend to FAQ sheet. Review contractor's invoices and expense claims.
March 15, 2018	Katharine McMichael	2.00	Research on potential purchasers using Capital IQ and PitchBook.

Date	Full Name	Time	Detail
March 15, 2018	Aaron Previte	10.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, financial statements, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customer's offers. Review goods in transit commercial ability. Review suppliers' queries and respond to same. Investigate capital assets kept by suppliers. Attend to FAQ sheet. Review contractor's invoices and expense claims.
March 15, 2018	Mandi Quirk	1.90	Respond to employee questions and inquiries re WEPP, final payments, missing pay, ROE's, and student pay.
March 15, 2018	Michael Creber	1.90	GM matters; operating matters.
March 15, 2018	Jason Knight	8.10	Onsite at Aurora Facility; Discussion with Sasnowski re: items required for GM; Review information provided by Bionx re: Beta Program; Format and revise schedule and determine amounts related to other programs (e.g. Gamma and Production Tooling); Conference call with counsel to discuss GM and various other matters; Discussions with retained employees and providing instructions to same; Internal discussion and preparation of Sales Process; Review and revise Solicitation Letter; Draft correspondence to creditors and other stakeholders re: receivership.
March 15, 2018	Jennifer Kwon	6.10	Attend on site; Conference call with team; Internal discussions; Call with RCGT re: inventory; Discussions with Management re: required documents for data room; Data room set up instructions; Review patent and trademarks.

Date	Full Name	Time	Detail
March 15, 2018	Rosa Wilford	0.25	Review email, respond to phone call from team, provide banking instructions, and general banking administration.
March 16, 2018	Mandi Quirk	4.20	File company registration, confirm workbook, liaise with company HR for employee questions and ROE issues, begin to administer WEPP employee registrations
March 16, 2018	Michael Creber	1.60	Court matters; operating matters.
March 16, 2018	Jennifer Kwon	6.00	Conference call re: next steps for sales process; Discussions with Management; Review documents for data room; Email correspondence to interested buyers; Calls with clients; Review confidentiality agreements; Calls with RCGT re: quotes.
March 16, 2018	Aaron Previte	8.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, financial statements, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customers' offers. Review goods in transit commercial ability. Review suppliers' queries and respond to same. Investigate capital assets kept by suppliers. Attend to FAQ sheet. Review contractors' invoices and expense claims.
March 16, 2018	Jason Knight	3.40	Prepare for and attend Court re: GM; Internal discussion re: Court appearance and debrief of same.
March 16, 2018	Katharine McMichael	4.00	Compiled potential purchasers list from Capital IQ and PitchBook.
March 18, 2018	Michael Creber	0.30	Correspondence.

Date	Full Name	Time	Detail
March 18, 2018	Jason Knight	0.60	Draft correspondence to interested party re: Sales Process and add contact information to tracking sheet; Administration of Bionx website; Correspondence with creditor re: requested documents.
March 18, 2018	Rosa Wilford	0.20	Review estate bank account and reconcile February statement.
March 19, 2018	Mandi Quirk	11.50	Respond to employee questions and inquiries re WEPP, final payments, missing pay, ROE's, and student pay.
March 19, 2018	Jason Knight	3.20	Update Beta Program analysis re: GM amount owing; Correspondence with interested parties re: Sales Process; Internal discussions with team re: outstanding items; Correspondence with transactions team re: buyers list; Review analysis provided by W. Willetts re; RRSP contributions and the amounts to be remitted to Sunlife; Phone conversation with M. Shi re: Sherbrooke location and the plan to remove servers located at same; Draft correspondence re: Sherbrooke.
March 19, 2018	David Armstrong	6.25	Tax matters.
March 19, 2018	Michael Creber	1.60	GM matters; operating matters.

Date	Full Name	Time	Detail
March 19, 2018	Aaron Previte	10.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, tax, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customers' offers. Follow up parties regarding D&O policies and action. Review suppliers' queries and respond to same. Investigate capital assets kept by suppliers. Calls internally to discuss strategy. Commence preparing Hana Memo. Complete AR analysis and Memo. Correspondence with freight forwarder and HOC re costs to ship goods. Attend to various other trade on queries from employees.
March 19, 2018	Jennifer Kwon	4.50	Attend site; Meeting with Management re: sale process; Meeting with counsel re: beta related assets; Correspondence re: sale process; Review documents for virtual data room; Internal discussions re: same.
March 19, 2018	Valerie Naccarato	0.10	General banking administration.
March 19, 2018	Rosa Wilford	0.20	Correspondences with Bank, review print screens for expecting wire, email team and general banking administration.

Date	Full Name	Time	Detail
March 20, 2018	Aaron Previte	10.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, tax, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customers' offers. Follow up parties regarding D&O policies and action. Review suppliers' queries and respond to same. Investigate capital assets kept by suppliers. Calls internally to discuss strategy. Commence preparing Hana Memo. Complete AR analysis and Memo. Correspondence with freight forwarder and HOC re costs to ship goods. Attend to various other trade on queries from employees.
March 20, 2018	Jennifer Kwon	2.70	Review correspondence; Discussions with Company re: data room information; Correspondence with interested parties.
March 20, 2018	Michael Creber	1.10	GM matters; insurance matters; creditor matters; employee matters.

Date	Full Name	Time	Detail
March 20, 2018	Jason Knight	9.60	Onsite at Aurora Facility; Prepare for GM attendance at Aurora Facility; Conference call with counsel and team to discuss GM's request to remove certain Beta Program assets; Review listing provided by GM for removal of certain assets; Facilitate and supervise the organization and removal of certain Beta Program assets; Meeting with GM to discuss the listing of assets removed; Correspondence with S. Wilson re: phone conversation; Discussions with employees re: various matters and providing various instructions; Meeting with M. Willetts to discuss GM balance and details of same; Draft correspondence to interested parties re: Sales Process and include documentation re: same; Provide instructions for payment of invoices received; Discussion with SCC re: utilities and other matters; Update interested party spreadsheet to include additional parties; Send draft email correspondence to suppliers re: NDA questions.
March 20, 2018	Mandi Quirk	2.70	Assist admin team in mailing out WEPP packages, make label spreadsheet for printing, Respond to employee calls re ROE, T4, WEPP.
March 20, 2018	Rosa Wilford	3.00	Review mail and emails. Prepare US and CAD receipt requisitions, post deposit entries, correspondences with Bank, and review print screens for expecting wires, emails to team, prepare disbursement requisition forms, post entries, issue cheque. Review returned items (cheques), notify team; General banking administration.
March 20, 2018	Valerie Naccarato	0.10	Deposit at bank.
March 20, 2018	Priyanka Tolani	5.00	T1134s, meeting with A. Somerville

Date	Full Name	Time	Detail
March 21, 2018	Jason Knight	9.40	Onsite at Bionx premises; Prepare for and attend conference call with team re: update and items to be completed; Phone conversation with tax team re: preparation of T1134 return; Conference call with GM re: GM claim and assets remaining at Aurora Facility; Various discussions with retained employees and providing directions to same; Prepare email to A-List potential buyers and update master tracking list for sales process; Draft advertisement to be included in the Globe and Mail; Correspondence with counsel re: 30 day goods claim by supplier; General correspondence with team; Review RSP matching program calculation and draft correspondence to SCC re: same; Correspondence with interested parties re: sales process.
March 21, 2018	Michael Creber	2.40	GM matters; file status update; employee matters; insurance matters; sales process update; legal issues.
March 21, 2018	Jennifer Kwon	1.50	Conference call with team; Review NDA's received and update tracker;
March 21, 2018	Aaron Previte	10.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, tax, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customers' offers. Follow up parties regarding D&O policies and action. Review suppliers' queries and respond to same. Investigate capital assets kept by suppliers. Calls internally to discuss strategy. Commence preparing Hana Memo. Complete AR analysis and Memo. Correspondence with freight forwarder and HOC re costs to ship goods. Attend to various other trade on queries from employees.

Date	Full Name	Time	Detail
March 21, 2018	Rosa Wilford	1.75	Review internal email instructions re Banking: prepare disbursement requisitions, post entries, issue cheques, correspondences to and from Bank/team, review print screens for expecting wires, prepare receipt requisition forms, post deposit entries and general banking administration.
March 21, 2018	Valerie Naccarato	0.10	General banking administration,
March 22, 2018	Jason Knight	7.90	Onsite at Bionx premises; Internal discussions re: WEPP and the calculation of amounts; Phone conversation with SCC re: WEPP and termination pay to be paid; Perform analysis on Production Tooling re: GM and draft correspondence re: same; Phone conversations re: T1134 returns and information provided with respect to same; Administration of Data Room for Sales Process; Review patent workbook and draft correspondence to SCC's counsel re: same; Review and approve invoices for payment; Various discussions with retained employees re: items to be complete; Correspondence with employee re: ROE and change of address on file.
March 22, 2018	Michael Creber	1.20	GM matters; secured creditor claims; employee matters; insurance matters; operating matters.

Date	Full Name	Time	Detail
March 22, 2018	Aaron Previte	9.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, tax, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customers' offers. Follow up parties regarding D&O policies and action. Review suppliers' queries and respond to same. Investigate capital assets kept by suppliers. Calls internally to discuss strategy. Commence preparing Hana Memo. Complete AR analysis and Memo. Correspondence with freight forwarder and HOC re costs to ship goods. Attend to various other trade on queries from employees.
March 22, 2018	Jennifer Kwon	4.00	Review NDA's and interested parties; Instructions on buyer's list; Correspondence with Globe and Mail; Upload documents in data room; Provide access to interested parties who signed NDA's; Email correspondence with buyer's list re: sale process.
March 22, 2018	Rosa Wilford	1.50	Correspondences with Bank; re incoming wires/direct deposits for USD and CAD Bank Accounts, review print screens, respond to various emails from team; Review and follow internal email instructions re Banking; Prepare disbursement requisition forms, post entries and issue cheques. General banking administration.
March 22, 2018	Andrew Somerville	0.50	Discussion with PT and Jason about T1134 filing obligations.

Date	Full Name	Time	Detail
March 23, 2018	Aaron Previte	9.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, tax, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customers' offers. Follow up parties regarding D&O policies and action. Review suppliers' queries and respond to same. Investigate capital assets kept by suppliers. Calls internally to discuss strategy. Commence preparing Hana Memo. Complete AR analysis and Memo. Correspondence with freight forwarder and HOC re costs to ship goods. Attend to various other trade on queries from employees.
March 23, 2018	Jason Knight	6.10	Onsite at Bionx; Conference call with team to discuss status of file and items to be completed; Discussions with team re: WEPP; Review WEPP workbook and provide comments on same; Draft memo to SCC re: employee matters; Review counsel's draft response to supplier letter received; Correspondence with Stikemans re: patents; Draft responses to creditor re: email correspondence received and discuss same with Stikemans; Various discussions with employees on-site re: various items to be complete; Discussions with Sasnowski re: GM and items required for same.
March 23, 2018	Michael Creber	1.90	File status update; customer issues; press; employee matters; sales process statue and matters; creditors; cash flow; patents; GM.

Date	Full Name	Time	Detail
March 23, 2018	Mandi Quirk	4.60	Respond to employee calls re ROE, T4, WEPP, conference call with team, discussion with ADP and Noreen re A. Ashok, S. Bechir and H. Kim. Call with team re vendors, agreements, and update on file. Review WEPP documents, write memo to legal counsel, review workbook, meeting with team re filings.
March 23, 2018	Jennifer Kwon	3.30	Team conference call re: status update; Tour the warehouse to identify assets for sale with former employee; Review documents for data room; Upload documents to data room; Correspondence with potential purchasers; Discussions with Company.
March 23, 2018	Rosa Wilford	1.00	Review banking reports and approve monthly estate balances. Review internal email instructions from team re Banking: prepare disbursement requisition forms, post entries, and issue cheque; Review ledger, meet with team, and revise allocations of disbursements and general banking administration. Emails to and from Bank; review print screens for incoming wires, and notify team.
March 23, 2018	Rania Erian	1.00	Prepare WEPP mailing to employees.
March 23, 2018	Valerie Naccarato	0.10	General banking administration.

Date	Full Name	Time	Detail
March 24, 2018	Aaron Previte	2.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, tax, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customers' offers. Follow up parties regarding D&O policies and action. Review suppliers' queries and respond to same. Investigate capital assets kept by suppliers. Calls internally to discuss strategy. Commence preparing Hana Memo. Complete AR analysis and Memo. Correspondence with freight forwarder and HOC re costs to ship goods. Attend to various other trade on queries from employees.
March 25, 2018	Jason Knight	3.10	Draft and finalize memo re: employee matters; Correspondence with team re: memo and WEPP workbook; Correspondence re: GM matters.

Date	Full Name	Time	Detail
March 26, 2018	Jason Knight	6.10	Onsite at Bionx; Draft memorandum re: employee matters, revise and review same; Compile appendices for memorandum and send same to team for review; Various discussions with retained employees to provide instructions as to items to complete; Compile analysis re: Production Tooling and draft correspondence to GM re: same; Discussions with Sasnowski re: GM; Prepare for and attend conference call with SCC and Stikemans re: patent ownership; Administer case website; Discussions with M. Brookes re: WEPPA and other employee matters; Internal discussions re: Sales Process and other various matters; Correspondence with Elby re: supplier orders and information requested from same; Lock-up and secure premises prior to leaving; Travel to office to drop off accounts receivable cheques and other items re: Bionx.
March 26, 2018	Jennifer Kwon	5.00	Call with CRA re: trust exams; Review memorandum re: employee matters; Conference call with team and Stronach Group re: patents; Review patent summary and upload documents to the data room; Correspondence with potential purchasers; Calls and correspondence with utility providers.
March 26, 2018	Michael Creber	2.20	Patent matters; GM matters; creditor matters; sales process matters; employee matters.

Date	Full Name	Time	Detail
March 26, 2018	Aaron Previte	10.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, tax, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customers' offers. Follow up parties regarding D&O policies and action. Review suppliers' queries and respond to same. Calls internally to discuss strategy. Finalize draft Hana memo and discs with Counsel re same. Correspondence with freight forwarder and HOC re costs to ship goods. Finalize draft Goods in Transit memo. Review inventory listing and capital asset listing. Discussion with staff re sale. Attend to various other trade on matters.
March 26, 2018	Andrew Somerville	0.50	Discussion with PT about T1134s email J. Knight.
March 26, 2018	Priyanka Tolani	3.00	Tax matters.

Date	Full Name	Time	Detail
March 27, 2018	Aaron Previte	10.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, tax, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customers' offers. Follow up parties regarding D&O policies and action. Review suppliers' queries and respond to same. Calls internally to discuss strategy. Finalize draft Hana memo and discs with Counsel re same. Correspondence with freight forwarder and HOC re costs to ship goods. Finalize draft Goods in Transit memo. Review inventory listing and capital asset listing. Discussion with staff re sale. Attend to various other trade on matters.
March 27, 2018	Mandi Quirk	0.50	Discussions with employees.
March 27, 2018	Michael Creber	2.90	sales process matters and update; employee matters; review draft APA; supplier issues; production update; planning; correspondence legal counsel.
March 27, 2018	Jennifer Kwon	5.50	Correspondence with RCGT re: QST exam; Correspondence with Rogers; Call with Services FL re: Sherbrooke inventory; Update potential buyers' tracker; Upload new documents on data room; Review invoices and provide instructions to pay same; Conference call with team; Review of asset purchase agreement.

Date	Full Name	Time	Detail
March 27, 2018	Jason Knight	5.90	Onsite at Bionx premises; Prepare for and attend conference call with team to discuss file progress and items to complete; Review employee memorandum and draft correspondence to Stikemans re: same; Meeting with Willetts and Sasnowski re: GM Beta Program and review items included in invoices for same; Correspondence re: 30 day goods; Compile and review retained employee payroll; Various discussions with retained employees re: items to complete; Phone conversation with CRA re: P. Gingl and claims made under employment insurance; Review preliminary GM offer for assets related to the GM Program; Attend to matters re: Sales Process; Draft receivership cash flow forecast; Discussions with M. Brookes from SCC.
March 27, 2018	Rosa Wilford	1.25	Review mail, prepare receipt requisition forms, post deposit entries, respond to email, provide reports, review internal email instructions, prepare disbursement requisitions, post entries, issue cheques and general banking administration.
March 27, 2018	Valerie Naccarato	0.10	General banking administration; Deposit at Bank.
March 27, 2018	Priyanka Tolani	2.00	Tax matters.
March 28, 2018	Michael Creber	1.90	Discussion legal counsel; GM matters; subsidiary matters; operational issues; employment matters; insurance matters.
March 28, 2018	Jennifer Kwon	1.50	Calls and correspondence with interested parties; Conference call with team re: APA terms; Upload data room; Review NDA's.

Date	Full Name	Time	Detail
March 28, 2018	Jason Knight	3.80	Draft correspondence to SCC re: tax returns; Draft receipt for ODG pickup of 30 day goods; Internal correspondence re: pickup of 30 day goods; Draft correspondence to creditor re: outstanding invoices; Revise analysis of GM program and amount claimed by Bionx; Review GM offer received and compare same to analysis; Internal discussion re: GM offer and supporting analysis; Review and approve retained employee expense report; Conference call with Stikemans re: asset purchase agreement and other items.
March 28, 2018	Aaron Previte	10.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, tax, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customers' offers. Follow up parties regarding D&O policies and action. Review suppliers' queries and respond to same. Calls internally to discuss strategy. Finalize draft Hana memo and discs with Counsel re same. Correspondence with freight forwarder and HOC re costs to ship goods. Finalize draft Goods in Transit memo. Review inventory listing and capital asset listing. Discussion with staff re sale. Attend to various other trade on matters.

Date	Full Name	Time	Detail
March 28, 2018	Rosa Wilford	3.50	Review various internal email instructions from team: re Banking, review payroll and disbursements schedules; complete cheque requisitions forms, post entries, and issue multiple cheques; Correspondences with Bank, review CAD and USD print screens for incoming wires and email team. Draft letter to Bank; email correspondences to and from Bank for authorization of transfer, posting entries, email wire confirmation to team and general banking administration.
March 29, 2018	Michael Creber	1.90	Employee matters; GM matters; subsidiary matters; file status update and planning; sales process matters.
March 29, 2018	Mandi Quirk	2.80	Communication with employees and vendors re leases, WEPP discussions with employees, review ROE's and communicate with Bionx and ADP, issue new ROE's re errors in Bionx payroll.
March 29, 2018	Aaron Previte	8.00	Attend daily morning trade meeting. discussions and correspondence with Bionx staff, GT staff and lawyers regarding trade on, goods in transit, suppliers, insurance, customers, inventory, capital assets, receivables, tax, receivership queries. Discussions and correspondence with customers regarding trade on. Analyze feasibility of customers' offers. Follow up parties regarding D&O policies and action. Review supplier's queries and respond to same. Calls internally to discuss strategy. Finalize draft Hana memo and discs with Counsel re same. Correspondence with freight forwarder and HOC re costs to ship goods. Finalize draft Goods in Transit memo. Review inventory listing and capital asset listing. Discussion with staff re sale. Attend to various other trade on matters.

Date	Full Name	Time	Detail
March 29, 2018	Jason Knight	5.10	Onsite at Bionx; Tour facility with retained employee to review tagging of equipment per the asset listing; Meeting with retained employee to discuss the potential grouping of assets for Sales Process; Review utilities expenses previous remitted by SCC and format listing provided by M. Willetts; Internal correspondence re: Sales Process and items to complete; Meeting with interested party re: NDA and questions re: same; Various correspondence with retained employees and provide directions to same; Respond to questions from tax group re: T1134 return; Conference call with BTZ and Stikemans re: court appearance re: GM and update on same; Review and approve invoices for payment re: administration expenses; Correspondence to DLG's counsel.
March 29, 2018	Jennifer Kwon	5.50	Review the summary of inventory, supplies and machinery; Review NDA's received and provide data room access; Correspondence with interested parties; Upload documents to the data room; Meeting with interested party re: NDA terms; Correspondence with counsel and internally; Review asset parcels; Walk around of warehouse.
March 29, 2018	Rosa Wilford	1.25	Correspondences and phone calls with Bank, review print screens for expecting wires, prepare deposits, posting entries, email team notifications of wires and general banking administration. Review internal email instructions from team re Banking; Prepare disbursement requisition forms and issue cheque.
March 29, 2018	Valerie Naccarato	0.20	Deposit at Bank and general banking administration.
March 29, 2018	Andrew Somerville	1.75	Review T1134s for Bionx, email to Jason with Questions.
March 30, 2018	Mandi Quirk	0.90	Email correspondence with Employees.

Date	Full Name	Time	Detail
March 31, 2018	Jennifer Kwon	0.40	Correspondence with interested parties re: data room access and materials.

Time Charges and Expenses

M. Creber, Sr. Vice President	70.20	hours @ \$595.00	per hour	\$ 41,769.00
A. Somerville, Tax Sr. Manager	2.75	hours @ \$620.00	per hour	\$ 1,705.00
J. Knight, Manager	181.80	hours @ \$295.00	per hour	\$ 53,631.00
A. Previte, Manager	205.00	hours @ \$275.00	per hour	\$ 56,375.00
J. Kwon, Manager	73.85	hours @ \$260.00	per hour	\$ 19,201.00
R. Wilford, Manager	25.15	hours @ \$260.00	per hour	\$ 6,539.00
P. Tolani, Tax Sr. Associate	10.00	hours @ \$240.00	per hour	\$ 2,400.00
M. Quirk, Sr. Associate	31.30	hours @ \$160.00	per hour	\$ 5,008.00
K. McMichael, Associate	6.00	hours @ \$150.00	per hour	\$ 900.00
D. Armstrong, Associate	6.25	hours @ \$145.00	per hour	\$ 906.25
V. Naccarato, Analyst	3.20	hours @ \$130.00	per hour	\$ 416.00
R. Erian, Analyst	3.40	hours @ \$130.00	per hour	\$ 442.00
	618.90			\$ 189,292.25
5% Technology and Administration				\$ 9,464.62
				\$ 198,756.87
Disbursements				
Travel				\$ 2,552.65
Mail redirection				\$ 203.96
Courier				\$ 14.75
				\$ 2,771.36
				\$ 201,528.23
HST (13%)				\$ 26,198.67
Total Due				\$227,726.90

Court File No. CI-18-592741-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE RECEIVERSHIP OF
BIONXCANADA INC.
OF THE CITY OF AURORA, IN THE PROVINCE OF ONTARIO

BILL OF COSTS

BN 12738 4717 RT0001
Client #235819
Invoice#LSON-4334

To professional services rendered as Court-Appointed Receiver for the period from February 27, 2018 to April 30, 2018.

Date	Full Name	Hours	Detail
February 27, 2018	Olivier Noiseux	7.00	Attend to Sherbrooke Place; Take possession of Sherbrooke; Internal communication; Employees termination.
February 28, 2018	Olivier Noiseux	1.00	Attend at site; Taking possession.
March 1, 2018	Olivier Noiseux	1.00	Employees matters.
March 2, 2018	Olivier Noiseux	0.50	Employees matters.
March 5, 2018	Olivier Noiseux	0.50	Employees matters.
March 6, 2018	Olivier Noiseux	0.50	Discussion with creditors.
March 14, 2018	Olivier Noiseux	0.50	Discussion with Canada Post.
March 16, 2018	Olivier Noiseux	1.00	Taking possession.
March 23, 2018	Olivier Noiseux	1.00	Employees matters.

Date	Full Name	Hours	Detail
April 2, 2018	Aaron Previte	9.70	Attend daily morning trade meeting; Discussions and correspondence with Bionx staff, internally and lawyers regarding trade on, goods in transit, suppliers, customers, inventory, capital assets, receivables, tax, receivership queries; Discussions and correspondence with customers regarding trade on; Analyze feasibility of customer offers; Internal correspondence regarding employees queries; Correspondence with Bionx staff regarding asset listings for sale; Correspondence with freight forwarder to deliver goods in transit; Internal correspondence regarding status of subsidiaries; Attend to other trade matters.
April 2, 2018	Jason Knight	6.30	Internal correspondence re: Sales Process and 30 day goods; Review comments from Stikemans on employee memorandum; Review email correspondence from interested party re: Sales Process; Phone conversation with tax group re: preparation of T1134 return; Review and format inventory listing for Sales Process and Schedule A of the Asset Purchase Agreement (APA); Draft Offer Form for Schedule A of APA and parcels to be included in same; Review fixed asset listing and format same into common parcels; Draft internal correspondence re: Sales Process and items to be completed on asset listing; Correspondence with contractor re: Sherbrooke location.
April 2, 2018	Michael Creber	1.90	Employee matters; Operating matters; Subsidiary matters; Banking; Sales process matters.
April 2, 2018	Jennifer Kwon	4.30	Calls and correspondence with interested parties re: Sales Process; Call and correspondence with counsel re: NDA; Data room access; Upload new documents; Safeguard assets.
April 2, 2018	Valerie Naccarato	0.10	General banking administration.
April 2, 2018	Rosa Wilford	0.50	Review internal email instructions re Banking; Prepare disbursement requisitions, post entries and issue cheques.

Date	Full Name	Hours	Detail
April 2, 2018	Mandi Quirk	2.40	Email correspondence with employees.
April 2, 2018	Andrew Somerville	0.75	Discussion with team re: T1134 returns.
April 2, 2018	Olivier Noiseux	0.50	Employees matters.
April 3, 2018	Michael Creber	1.40	Tax matters; Employee matters; c=Creditor matters; Operating matters; Sales process.
April 3, 2018	Jason Knight	3.40	Phone conversation with Stikemans re: employee matters; Prepare accounts receivable collection letters and discuss same internally; Conference call with team to discuss Sales Process and preparation of Schedule A; Draft correspondence to SCC re: utilities and perform analysis re: same; Revise and finalize employee memorandum and draft correspondence to SCC re: same; Internal discussions re: WEPPA; Review and approve invoices for payment; Review information provided by M. Willetts and upload same to data room; Draft correspondence to previous employee re: RRSP.
April 3, 2018	Jennifer Kwon	7.00	Review correspondence with counsel; Calls and correspondence with interested parties re: Sales Process; Discussions with employees re: asset listing; Follow up emails with utilities; Review Sherbrook lease release from RCGT; Internal discussions re: parcels; Discussions with employees re: additional requests; Safeguard assets.

Date	Full Name	Hours	Detail
April 3, 2018	Aaron Previte	10.20	Attend daily morning trade meeting; Discussions and correspondence with Bionx staff, internally and lawyers regarding trade on, goods in transit, suppliers, customers, inventory, capital assets, receivables, tax, receivership queries; Discussions and correspondence with customers regarding trade on; Analyze feasibility of customer offers; Correspondence with Secured Creditor regarding pre-appointment deposit absorbed by supplier; Discussions with subsidiary regarding cash flow forecast; Discussions with customers re: pre-appointment accounts receivable and discussions with Bionx staff re: same; Discussions with freight forwarder regarding goods in transit; Attend to trading matters.
April 3, 2018	Rosa Wilford	0.50	Review internal email instructions re Banking; Prepare disbursement requisitions, post entries, issue cheques and general banking administration.
April 3, 2018	Andrew Somerville	0.75	Finalize and have T1134 package prepared and sent.
April 4, 2018	Aaron Previte	8.40	Attend daily morning trade meeting; Discussions and correspondence with Bionx staff, internally and lawyers regarding trade on, goods in transit, suppliers, customers, inventory, capital assets, receivables, tax, receivership queries; Discussions and correspondence with customers regarding trade on; Analyze feasibility of customer offers; Correspondence with various suppliers regarding goods in transit and their claim against Bionx; Discussions with pre-appointment receivables regarding their outstanding debts; Discussions with Bionx staff regarding suppliers queries and claims against Bionx; Correspondence with subsidiaries regarding supply during receivership; Correspondence with unsecured creditors; Attend to trading matters.

Date	Full Name	Hours	Detail
April 4, 2018	Jason Knight	4.80	Onsite at Bionx; Draft correspondence to SCC re: General Motors and compile documents to include in same; Review correspondence received from interested parties re: Sales Process; Various discussions with retained employees re: items to be completed; Prepare for and attend conference call with team and Stikemans re: requests made by interested party re: NDA; Prepare and update cash flow forecast and review same with team; Prepare for and attend conference call with team re: general update and items to complete; Draft correspondence to SCC re: items to discuss; Various internal correspondence with team to discuss items to be complete and issues outstanding; Phone conversation with banking team re: USD funds.
April 4, 2018	Jennifer Kwon	6.70	Calls and correspondence with interested buyers re: Sales Process; Calls and correspondence with Hydro Sherbrooke and alarm system providers; Review documents for data room; Upload documents to data room; Conference call with counsel re: interested buyers' requests; Conference call with team re: update on all matters; Safeguard assets.
April 4, 2018	Michael Creber	1.90	Employee matters; Sales process matters; Creditor matters; Operating matters.
April 4, 2018	Rosa Wilford	4.75	Review internal email instructions re: Banking; Prepare USD and CAD wire transfers; Draft letters to Bank; Complete cheque requisition forms, email correspondence to and from Bank for authorization of transfers, posting multiple entries, email wire confirmations to team, provide supporting documentation, issue cheques, prepare receipt requisition forms, post USD and CAD deposits, re-allocations of funds, respond to phone calls and general banking administration; Correspondences and phone calls with Bank, review print screens for expecting wires, prepare deposits, posting entries, email team notifications of wire and general banking administration.

Date	Full Name	Hours	Detail
April 4, 2018	Valerie Naccarato	0.10	General banking administration.
April 4, 2018	Mandi Quirk	2.60	Discussions with employees re: ROE, service Canada, WEPP and company top up; Various calls/emails with employees.
April 5, 2018	Jennifer Kwon	4.20	Email correspondence with potential buyers re: Sales Process; Conference call re: employee matters; Safeguard assets.
April 5, 2018	Aaron Previte	9.10	Attend daily morning trade meeting; Discussions and correspondence with Bionx staff, internally and lawyers regarding trade on, goods in transit, suppliers, customers, inventory, capital assets, receivables, tax, receivership queries; Discussions and correspondence with customers regarding trade on; Analyze feasibility of customer offers; Discussions and correspondence with legal counsel and a Secured Creditor regarding disclaim of lease; Attend to queries from customers and suppliers; Discussions and correspondence with Bionx staff, internally and the Secured Creditor regarding tax filings; Attend to queries from employees' regarding their expenses; Attend to trading matters.
April 5, 2018	Michael Creber	2.90	Prepare for and attend conference call with secured creditor and counsel; Employee matters; GM matters; Sales process matters; operating matters; Planning.
April 5, 2018	Jason Knight	3.30	Correspondence with M. Shi re: IT costs and the billing for same; Draft correspondence re: IT costs to retained employee; Review Bionx terms and conditions provided by DLG and discuss same internally; Phone conversation with DLG re: Elby's request to purchase batteries; Draft correspondence to Elby re: purchase of batteries; Prepare for and attend conference call with SCC and Stikemans re: various items; Prepare draft counter-proposal for GM and discuss same internally; Review invoices provided by creditors; Review parcel listing and make revisions to same; Review draft correspondence to interested party re: NDA.

Date	Full Name	Hours	Detail
April 5, 2018	Rosa Wilford	0.75	Review estate bank account, post accrued interest and reconcile March statements.
April 5, 2018	Mandi Quirk	3.20	Respond to various employees re: executing proof of claims; Discussions with employees and M. Willets re: vacation arrears and discrepancies; Email correspondence with payroll vendor.
April 6, 2018	Jason Knight	4.10	At Bionx premises; Internal discussions with team re: sales process and items to complete re: same; Correspondence with retained employees re: GM and Sales Process; Draft email correspondence to Stikemans re: employee information request; Prepare counter-offer to GM and documents to support same; Draft email correspondence re: GM for internal review.
April 6, 2018	Michael Creber	1.10	Correspondence and document review.
April 6, 2018	Aaron Previte	7.90	Attend daily morning trade meeting; Discussions and correspondence with Bionx staff, internally and lawyers regarding trade on, goods in transit, suppliers, customers, inventory, capital assets, receivables, tax, receivership queries; Discussions and correspondence with customers regarding trade on; Analyze feasibility of customer offers; Correspondence with the Secured Creditor regarding status of subsidiary; Analyze Balance Sheet at date of receivership and various discussions with Bionx staff regarding assets; Discussions with Bionx staff regarding software subscriptions; Attend to trading matters.
April 6, 2018	Jennifer Kwon	4.60	Attend to matters re: sales process; Discussions with Company re: reports for data room; Meeting with potential buyer; Safeguard assets.
April 6, 2018	Rosa Wilford	0.75	Review internal email instructions re Banking; prepare disbursement requisitions, post entries, issue cheques, correspondences to and from Bank/team, review print screens for expecting wires, prepare receipt requisition forms, post deposit entries and general banking administration.

Date	Full Name	Hours	Detail
April 6, 2018	Valerie Naccarato	0.20	General banking administration.
April 6, 2018	Mandi Quirk	2.90	Amended proof of claims received with service Canada, amend ROE's; Communication with Bionx and Ezpay Consulting re ROE's; Review back up support re Vacation and pay/stat pay missing from filing; Discussions with team; Calls with vendors re product.
April 7, 2018	Jason Knight	0.80	Review and format WEPP Workbook and provide same to M. Brookes; Draft correspondence to M. Brookes re: vacation pay calculation for employee; Revise calculation and update WEPP Workbook for calculation and discuss same internally.
April 8, 2018	Jason Knight	1.80	Draft response to email correspondence received from previous employee re: severance and termination; Draft correspondence to M. Brookes re: Employee Memorandum; Draft First Report Supplement; Review correspondence internally and from counsel re: employee matters.
April 8, 2018	Michael Creber	0.90	Review correspondence; Planning.
April 9, 2018	Aaron Previte	9.70	At Bionx premises; Attend daily morning trade meeting; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Discussions and correspondence with third parties exerting claim to assets; Investigate third parties' claims; Review cash flow forecast from subsidiaries; Discussions internally and with counsel regarding subsidiaries; Investigate loan receivables; Discussions and correspondence internally and with counsel regarding pursuit of loan receivables; Various discussions internally and with Bionx retained staff regarding WEPP and their entitlements; Discussions with customers and pre-appointment debtors; Attend to various trade matters.

Date	Full Name	Hours	Detail
April 9, 2018	Mandi Quirk	3.20	Correspondence with team and employees re vacation calculations; Call with M. Willets re reissuance of ROE's; Call with N. Sadiq re confirm vacation amounts; Calls with Service Canada re denials of WEPP.
April 9, 2018	Michael Creber	2.90	Discussion with secured creditor; A/R matters, review of related documents; Correspondence and discussions legal counsel; GM matters.
April 9, 2018	Jason Knight	8.40	Draft email correspondence to team re: items to include on website; Review correspondence received from team re: parties interested in Sales Process and discuss same internally; Draft correspondence to counsel re: Sales Process and advertisement in Insolvency Insider; Phone correspondence with team re: employee matters and questions received re: WEPPA; Conference call with counsel re: motion for employee payments; Draft Supplement to First Report re: GM and prepare/compile appendices for same.
April 9, 2018	Jennifer Kwon	5.00	Receive Sherbrooke inventory; Safeguard assets; Correspondence with interested parties; File administration and data room matters; Safeguard inventory from Sherbrooke and discussions with movers; Employee matters.
April 10, 2018	Rosa Wilford	0.40	Review internal email instructions re Banking; Correspondences with Bank, review print screens for expecting wire, respond to email, prepare disbursement requisition forms, post entries, issue cheque and general banking administration.
April 10, 2018	Jennifer Kwon	4.70	Calls and correspondence with interested parties; Manage data room access; Review GM court report; Internal discussions.
April 10, 2018	Michael Creber	0.70	File status update and review correspondence.
April 10, 2018	Mandi Quirk	2.30	Confirmation to employees on received proof of claims; Calls with employees re WEPP denials; Review termination and vacation amounts.

Date	Full Name	Hours	Detail
April 10, 2018	Aaron Previte	10.20	At Bionx premises; Attend daily morning trade meeting; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Discussions and correspondence internally and with counsel regarding pursuit of loan receivables; Various discussions internally and with Bionx retained staff regarding WEPP and their entitlements; Discussions with customers and pre-appointment debtors; Attend to various trade matters; Discussions and correspondence with suppliers of goods in transit; Liaise with internal staff to upload unsecured creditors' claims; Process payroll; Review Bionx staff expenses; Review and attend to subscriptions and domains.
April 10, 2018	Jason Knight	6.40	Draft email instructions and prepare documentation required for the payment of the RSP Matching Program; Send correspondence to terminated employee re: calculation of entitlements; Various phone correspondence with M. Willetts re: employee entitlements and the calculation of same; Various internal correspondence re: calculation of employee entitlements and the correspondence received from employees re: same; Phone conversation with M. Brookes re: employees; Review employee vacation pay schedule provided by N. Sadiq for hourly employees; Draft correspondence to Elby re: DLG purchases; Draft Second Report re: approval of employee wages; Finalize first draft of Supplement to First Report re: GM and compile appendices for same; Internal discussion re: first review of Supplement to First Report.

Date	Full Name	Hours	Detail
April 11, 2018	Aaron Previte	9.90	At Bionx premises; Attend daily morning trade meeting; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Discussions internally and with Bionx retained staff regarding WEPP and their entitlements; Discussions with customers and pre-appointment debtors; Attend to various trade matters; Review and approve delivery of goods; Liaise with Bionx retained staff to attend to inventory count of Sherbrooke items; Internal discussions and correspondence regarding potential sale of inventory; Discussions with suppliers and customers regarding potential sale of inventory.
April 11, 2018	Mandi Quirk	1.20	Discussions with employees re: WEPP; Vacation call with M. Willets; Discussion with team re update.
April 11, 2018	Rosa Wilford	4.00	Review and follow various internal email instructions and phone calls from team: re Banking, review payroll and invoices; complete disbursement requisitions forms, post entries, and issue multiple cheques; Correspondences with Bank, review print screens for direct deposits/wires, notify team, and prepare requisition forms, post entries and general banking administration.

Date	Full Name	Hours	Detail
April 11, 2018	Jason Knight	7.10	Onsite at BionX; Prepare for and attend conference call with S. MacWilliam re: potential battery purchases from DLG; Review comments re: First Report Supplement and make required changes to same; Draft correspondence to counsel and Stikemans re: First Report Supplement; Draft letter to Sun Life to provide instructions on RSP Matching Program and termination of same; Draft correspondence to previous employees re: receivership inquires; Various correspondence with employees onsite re: items to complete and various matters re: receivership; Phone conversations re: WEPPA and calculation of same; Discussion with M. Willetts re: WEPPA and workbook; Draft correspondence to DLG re: battery purchases and process for same;
April 11, 2018	Michael Creber	1.90	File status review; Banking; A/R matters; Sales process matters; GM matters; Review draft report.
April 11, 2018	Jennifer Kwon	5.00	Review invoices; Banking instructions; Discussions with management; Site tour with potential parties; Update parcels listing; Correspondence with interested parties; Discussions with Company employees.
April 12, 2018	Jennifer Kwon	5.00	Correspondence with interested parties re: Sales Process; Review NDA's and provide data room access; Attend to Revenu Quebec matters; Correspondence with Services FL; Review requested documentation of bills of material.
April 12, 2018	Michael Creber	2.10	GM matters; Employee matters; File status update.
April 12, 2018	Rosa Wilford	1.50	Review estate bank account, post accrued interest and reconcile March statement. Open mail; Prepare receipt requisition forms and post deposit entries; Review internal email instructions re Banking; Correspondences with Bank, review print screens for expecting wire; prepare incoming receipts, post entries, respond to emails and general banking administration.

Date	Full Name	Hours	Detail
April 12, 2018	Jason Knight	6.10	Phone conversation with counsel re: First Report Supplement and changes required to same; Review counsel's backline of First Report Supplement; Prepare for and attend conference call with counsel and Stikemans re: First Report Supplement; Review revised WEPP workbook provided by M. Willetts and make required changes to same; Internal phone conversation re: WEPP workbook and outstanding items; Draft correspondence to employee and to Sun Life re: RSP Matching Program; Draft Second Report re: employee payments; Prepare for and attend conference call with team re: update on proceedings; Draft First Report Supplement to include additional commentary on GM; Phone conversation with A. Sasnowski re: GM and Schedule "A" assets.
April 12, 2018	Mandi Quirk	2.70	Draft letter/memo to employees re WEPP calculation and top up package, confirming amounts, add charts, and send to team for legal counsel approval.
April 12, 2018	Aaron Previte	8.90	At Bionx premises; Attend daily morning trade meeting; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Discussions internally and with Bionx retained staff regarding WEPP and their entitlements; Discussions with customers and pre-appointment debtors; Attend to various trade matters; Review and approve delivery of goods; Liaise with Bionx retained staff to attend to inventory count of Sherbrooke items; Meet with suppliers from China; Attend internal call to discuss receivership matters; Investigate and review information pertaining to subsidiaries per request from Secured Creditor; Discussions with Bionx retained staff regarding subsidiaries assets.

Date	Full Name	Hours	Detail
April 13, 2018	Aaron Previte	6.60	At Bionx premises; Attend daily morning trade meeting; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Internal discussions regarding letters to debtors; Pursue pre-appointment debtors; Correspondence with customers regarding sales order; Investigate tooling at suppliers.
April 13, 2018	Rosa Wilford	1.00	Follow-up correspondences with Bank, review print screens for incoming wires, prepare receipt and disbursement requisition forms, post deposit entries, issue cheque, and email team; General banking and filing administration.
April 13, 2018	Jennifer Kwon	3.50	Review employee matters.
April 13, 2018	Jason Knight	4.90	Onsite at BionX; Review comments re: Second Report and revise and finalize first draft of same; Draft correspondence to counsel re: Second Report; Internal correspondence re: WEPPA and claims received from employees; Revise Employee Entitlement schedule and review same internally with M. Willetts.
April 13, 2018	Michael Creber	0.90	Employee matters; Operating matters; Banking.
April 14, 2018	Michael Creber	0.90	Review draft second report; Planning.
April 15, 2018	Michael Creber	1.40	Employee matters and related documents and court matters; Discussion and correspondence re same.

Date	Full Name	Hours	Detail
April 15, 2018	Jason Knight	2.10	Prepare for and attend conference call with Stikemans and team to discuss contents of the Second Report; Review and revise employee entitlement workbook and prepare reconciliation analysis between the previous version included in the Employee Memorandum; Draft correspondence internally to include reconciliation; Draft correspondence to SCC re: HST on contractor invoices; Draft correspondence internally re: request from supplier.
April 16, 2018	Mandi Quirk	3.90	Multiple and various discussions with employees re WEPP denials and vacation miscalculations; Discussion with legal counsel on mail out of motion record and letters to employees.
April 16, 2018	Aaron Previte	7.30	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with suppliers regarding tooling; Update tooling listing; Return calls to customers, debtors and creditors; Discussions with retained staff regarding subsidiaries.
April 16, 2018	Jason Knight	6.20	Review changes to Second Report from Stikemans; Research Quebec employment standards and required payments under same; Phone conversation with Stikemans re: Quebec employees; Phone conversation with M. Brookes re: revised schedule; Draft and revise Second Report to include calculation of Quebec employee amounts; Prepare and format employee entitlement workbook and revise same; Review and revise various versions of Second Report; Prepare for and attend conference call with Stikemans and SCC re: Employee Entitlements; Compile and revise appendices for Second Report; Internal correspondence re: other matters;
April 16, 2018	Michael Creber	1.90	Court matters and documents; File status update.

Date	Full Name	Hours	Detail
April 16, 2018	Rosa Wilford	2.00	Review internal instructions re Banking; Prepare disbursements, post entries, review reports, respond to phone calls from team. General banking & filing administration. Correspondence re: matters related to banking; Review Bank accounts and email team.
April 17, 2018	Michael Creber	1.20	Operating matters; Subsidiary matters; Banking and cash flow matters.
April 17, 2018	Jennifer Kwon	0.50	Review correspondence from interested parties; Update interested party tracker list; Provide access to data room; Internal discussions.
April 17, 2018	Jason Knight	1.90	Draft and revise Employee letter and send same to counsel; Review changes re: Employee letter from counsel; Review and revise Employee letter and finalize same; Review draft notice of motion and provide comments on same; Internal correspondence re: service of court materials to employees; Review correspondence re: Bionx Munich and Weiz.
April 17, 2018	Aaron Previte	8.90	At Bionx premises; Attend daily morning trade meeting; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with suppliers regarding tooling; Update tooling listing; Discussions and correspondence with retained staff regarding subsidiaries and their assets; Prepare listing of employees and contractors mailing addresses for mail out; Discussions with suppliers regarding supply during receivership; Internal discussions regarding mail out to overdue debtors.

Date	Full Name	Hours	Detail
April 17, 2018	Mandi Quirk	6.20	Draft mail merge, work with legal counsel on inputs and email distribution, retrieve all email emails and send to team for distribution list, print letters and mail out forms, extract PDF's by employees for electronic mail, send list of print outs to Stikemans re employee distribution update; Email correspondence with employees responding off incorrect legal counsel email sent and motion record date.
April 17, 2018	Rosa Wilford	3.00	Review and follow internal email instructions re Banking; Review USD and CAD bank account ledgers; Correspondences with Bank, review and print accounts; Prepare transfer schedule for review, prepare receipt and disbursement requisition forms, post entries, issue cheques; Prepare cancellation of registration for TVQ account. Email team. General banking administration.
April 18, 2018	Aaron Previte	9.10	At Bionx premises; Attend daily morning trade meeting; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with suppliers regarding tooling; Update tooling listing; Read through and confirm accuracy of figures in documents to serve to Court regarding employee entitlements; Discussions with legal counsel and internally regarding documents to serve to Court; Attend inspection of warehouse with potential investor; Discussions with supplier regarding supply during receivership.
April 18, 2018	Michael Creber	3.20	Finalize court documents; Employee matters; Operating issues; GM matter.

Date	Full Name	Hours	Detail
April 18, 2018	Rosa Wilford	3.00	Review internal email instructions re Banking; Prepare disbursement requisitions and post entries; Issue cheques; Respond to phone call; Correspondences to and from Bank/team; review print screens for expecting wires; Prepare receipt requisition forms and post deposit entries; Purchase GIC investment, draft letter to Bank; Prepare requisition forms and post entries; General banking and filing administration.
April 19, 2018	Jennifer Kwon	0.50	Review documents to upload to data room; Maintain data room; Correspondence with interested parties.
April 19, 2018	Michael Creber	0.90	File status update and correspondence.
April 19, 2018	Mandi Quirk	4.60	Discussions with legal counsel; Various calls with employees re distributions, non WEPP submittal and denials, SCC top up, missing vacation, Discussions re Quebec employee severance and discuss same with legal counsel; Follow up with employees on timeline of payment approval and distribution date; Discussion with team on duplicate email from legal sent to employees with April 30th motion date; Calls with counsel re message to employees re court hearing April 30 th ; Email communication with M. Willets confirming missing vacation amounts and wages for student.

Date	Full Name	Hours	Detail
April 19, 2018	Aaron Previte	8.10	At Bionx premises; Attend daily morning trade meeting; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Discussions and correspondence with pre-appointment debtors regarding outstanding monies; Liaise with Bionx staff to complete updated inventory listing and circulate internally for sale; Follow up on employees' contact details to serve notice; Discussions with Bionx retained staff regarding motion put forward to Court regarding payout of entitlements; Correspondence with the Secured Creditor regarding subsidiaries; Correspondence with legal counsel regarding leased / third party assets.
April 19, 2018	Yannick Michelin	0.10	Email to RCGT re: changes to be made to invoice.
April 19, 2018	Rosa Wilford	2.50	Review and follow various internal email instructions and phone calls from team: re Banking; Correspondence with Bank, review US and CAD print screens for direct deposits/wires, notify team, prepare requisition forms and post entries; General banking and filing administration.
April 20, 2018	Aaron Previte	7.90	At Bionx premises; Attend daily morning trade meeting; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Discussions and correspondence with Bionx retained staff regarding Quebec source deductions; Discussions with third parties exerting claims to assets; Discussions and correspondence with freight forwarder regarding supply during receivership; return calls to creditors and debtors; Commence preparing memorandum on overview of trading during receivership.

Date	Full Name	Hours	Detail
April 20, 2018	Mandi Quirk	2.20	Discussions with employees on calculations, missing vacation amounts, and exclusion of severance pursuant to contracts.
April 20, 2018	Michael Creber	1.20	GM matters; File status update.
April 20, 2018	Jennifer Kwon	0.70	Correspondence re: QST return and payable; Correspondence with interested parties.
April 20, 2018	Rosa Wilford	1.00	Review internal email instructions re Banking; Correspondence with Bank; Review print screens for expecting wires; Prepare receipt requisition forms and post entries, and email team notification of wires; General banking administration.
April 22, 2018	Jennifer Kwon	0.70	Review correspondence with interested parties; Review correspondence re: source deductions filing; Update interested party tracker; Attend to QST matters.
April 23, 2018	Mandi Quirk	2.10	Various calls with employees and legal counsel re letter from legal counsel and non WEPP payments.
April 23, 2018	Michael Creber	1.90	GM matter; Creditor matters; Operational matters; Sales process matters; Cash flow and banking matters; Related correspondence and discussions.
April 23, 2018	Jennifer Kwon	0.50	Correspondence with interested parties.
April 23, 2018	Jason Knight	0.80	Review GM revised proposal; Review correspondence from team re: Employee Entitlements; Draft correspondence to Contractor re: balance owed; Review other correspondence and discuss same internally with team.

Date	Full Name	Hours	Detail
April 23, 2018	Aaron Previte	8.90	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Correspondence internally regarding employees' queries; Discussions and correspondence with Elby regarding sharing resources and costs; Draft responses to suppliers for legal consideration; Review Bionx subsidiary cashflow forecast; Correspondence internally regarding acceptance of shipment from goods in transit; Correspondence with customers and international supplier to finalize customers order; Discussions and correspondence with freight forwarder regarding supply of international goods; Draft memorandum on operations during the receivership; Attend to trading matters.
April 23, 2018	Rosa Wilford	2.50	Review various internal email instructions from team re Banking; Correspondences with Bank; Review print screens for expecting wires; Respond to phone call from Bank; Prepare receipt requisition forms and post entries, and email team notification of wires. Prepare disbursement requisitions; Post entries and issue cheques; Prepare revised QST form; Email team for review; General banking administration.
April 24, 2018	Mandi Quirk	3.60	Discussions with team; Discussion with legal counsel; Communication with multiple employees re distribution payment, completing proof of claim form, payout schedule, and court motion approving payment; Receive and review proof of claims to date, save on server.

Date	Full Name	Hours	Detail
April 24, 2018	Aaron Previte	8.10	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Correspondence with various suppliers regarding tooling; Continue to update tooling register; Draft correspondence to accounts receivable regarding pre-season orders; Attend to calls from customers and suppliers; Attend to collection of suppliers parts; Discussions with Bionx staff regarding logistics of completing customers order; Attend to Bionx staff wages; Correspondence with various potential investors arranging inspections; Attend to trading matters.
April 24, 2018	Michael Creber	2.30	GM matter; Creditor matters; Operational matters.
April 24, 2018	Valerie Naccarato	0.10	Deposit at bank.
April 24, 2018	Valerie Naccarato	0.20	Deposit at bank; General banking administration.
April 24, 2018	Rosa Wilford	1.25	Prepare receipt requisitions; Post entries; Follow-up phone call with Bank re conversion details; Email team; General banking and filing administration.
April 25, 2018	Jason Knight	1.10	Prepare for and attend internal meeting to discuss status of file and items to complete; Review various email correspondence re: GM and discuss same internally.
April 25, 2018	Jennifer Kwon	2.10	Team conference call with counsel; Calls and correspondence with interested parties.
April 25, 2018	Michael Creber	2.30	File status update and planning; GM matters; Sales process matters.

Date	Full Name	Hours	Detail
April 25, 2018	Aaron Previte	8.60	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Attend to potential investors inspection; Attend meeting with CRA regarding SR&ED audit; Discussions with Bionx staff regarding SR&ED audit; Correspondence with suppliers regarding tooling; Update tooling register; Internal correspondence regarding suppliers collection of goods; Draft correspondence to potential investor regarding request; Correspondence with Bionx staff regarding accounts receivable; Discussions and correspondence internally regarding contractors claims; Attend to trading matters.
April 25, 2018	Mandi Quirk	2.70	Call with team; Discussion with Employees re non-government payment, advise to submit proof of claims to Receiver re SCC distribution; Communication with M. Willets on vacation changes and challenges by employees, confirm listing.
April 25, 2018	Rosa Wilford	3.00	Review various internal email instructions from team: re Banking; Review payment schedule; Prepare disbursement requisition forms; Post entries; Issue cheques; Correspondences with Bank; Review US and CAD accounts for expecting wire: Email team; General banking and filing administration.

Date	Full Name	Hours	Detail
April 26, 2018	Aaron Previte	9.10	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Prepare receipt for collection of goods from GM; Liaise with GM and Bionx staff to collect goods; Correspondence with GM regarding collection of goods; Correspondence with pre-appointment receivable regarding repayment of outstanding debt; Discussions and correspondence with Bionx staff and internally regarding contractors claims; Liaise with Bionx staff to collate contractors information; Prepare memorandum on tooling; Attend to trading matters.
April 26, 2018	Mandi Quirk	6.20	Discussions with employees on severance payouts, email correspondence with Quebec employees; Discussions with team, discussion with legal counsel, discussions with M. Willets re contractor terms and hours worked, request all contracts, review all contracts, draft workbook for ESA payments re potential termination and severance, send to Company for review of workbook; Communication with employee re non WEPP payment and denial letters, re-send letters from legal counsel re non WEPP payment and full distribution from lender; Discussion with legal counsel re April 30th court hearing.
April 26, 2018	Jennifer Kwon	1.30	Internal discussions re: s. 81 BIA; Calls and correspondence with former employees; Call with Hydro Sherbrooke.
April 26, 2018	Michael Creber	1.90	A/R matters; Production update and operational matters; Review draft factum; GM matters.

Date	Full Name	Hours	Detail
April 26, 2018	Jason Knight	4.20	Review draft Schedule A and B re: asset purchase agreement and revise same; Internal discussions and meeting re: Schedule A and B; Prepare and format parcel listing schedules for Schedule A and B; Phone correspondence with team re: GM pickup of Gamma Units and various other matters; Phone correspondence with P. Gingl re: outstanding loan and Employee Entitlements; Internal discussions with team re: various matters; Draft email correspondence to P. Gingl re: outstanding loan and contents of phone correspondence; Internal discussions re: GM and wire transfer to be received from same.
April 26, 2018	Rosa Wilford	1.00	Various emails with Bank; Review US and CAD accounts for expecting wire: Email team. Review banking with team for GIC Investments. Prepare receipt requisition forms and post entries; General banking and filing administration.
April 27, 2018	Jason Knight	6.10	Onsite at BionX; Draft correspondence to P. Gingl re: loan outstanding and discuss same internally; Internal meeting with team to discuss items to complete; Internal discussions re: QST obligations and the filing of documents re: same; Prepare for and attend conference call with team re: Schedule A to APA; Additional email correspondence with P. Gingl re: outstanding loan; Various correspondence with team re: Employee Entitlement schedule; Review and revise Employee Entitlement schedule and discuss same internally; Draft correspondence to team re: Employee Entitlement schedule; Correspondence with SCC re: utilities and rent outstanding; Phone conversation with Stikemans re: outstanding issues re: Employee Matters
April 27, 2018	Michael Creber	1.70	File status update; GM matter; Tooling status; APA matters;

Date	Full Name	Hours	Detail
April 27, 2018	Mandi Quirk	2.30	Various discussions with team and correspondence with legal counsel re April 30 th motion and approval of increased distribution payments; Review contractors amounts, confirm with team, send documentation to legal counsel re support for motion.
April 27, 2018	Aaron Previte	7.10	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Prepare addendum to receipt of collection of goods from GM; Update memorandum regarding tooling; Discussions and correspondence internally regarding contractors claims; Correspondence with various pre-appointment debtors regarding payment of their debts for pre-season orders; Review updated inventory listing; Review legal counsel response to lessor regarding rental agreement; Attend to trading matters.
April 27, 2018	Jennifer Kwon	4.20	Correspondence with Company re: GST, HST and source deductions; Discussions re: payments to Sherbrooke; Call with CRA; Team conference call; Amend parcel listing and APA terms.
April 27, 2018	Valerie Naccarato	0.10	Deposit at bank.
April 27, 2018	Rosa Wilford	3.50	Review various internal email instructions from team: re Banking/QST; Several emails to and from Bank; Review US and CAD print screens for multiple wires; Prepare receipt requisition forms; Post entries; Email team; Open mail; Review US ledger and prepare transfer of funds. Prepare disbursement requisition forms; Post entries; Issue cheques; File QST return; Respond to phone call from Bank; General banking and filing administration.
April 28, 2018	Michael Creber	0.20	Employee matters.
April 29, 2018	Michael Creber	0.20	Court matters.

Date	Full Name	Hours	Detail
April 30, 2018	Jennifer Kwon	0.90	Review documents provided from Company; Upload new materials to data room.
April 30, 2018	Jason Knight	3.30	Review Order and Endorsement received re: Employee Entitlements and provide instructions to post same to case website; Compile and format Second Report for posting on Case Website; Internal correspondence re: various issues including inventory and Elby staffing; Draft correspondence to Contract Worker re: April 30th Order and Employee Entitlements issues; Review invoices provided by SCC re: rent and other expenses related to 455 Magna Drive premises that had been allocated to Bionx and perform an analysis on same to determine portion related to the post-receivership period; Draft correspondence to SCC re: expenses allocated to BionX related to the pre-receivership period and the Receiver's methodology for calculating same.
April 30, 2018	Aaron Previte	7.50	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors regarding their outstanding debts; Internal discussions regarding pre-receivership payments to employees; Update memorandum regarding operations during receivership; Review subsidiary cash flow forecast; Discussions with Bionx staff regarding inventory; Review updated inventory listing; Correspondence with Elby regarding shared costs; Attend to trading matters.
April 30, 2018	Michael Creber	1.10	Prepare for and attend court; Operational matters; Subsidiary matters.

Date	Full Name	Hours	Detail
April 30, 2018	Rosa Wilford	1.75	Review various internal email instructions from team re Banking; Correspondences with Bank through-out the day; Review print screens for incoming wires; Review ledger: Prepare stop payment request; Bank letter; Void and re-issue cheque. Prepare disbursement requisition forms; Post entries; Issue cheques. Prepare receipt requisition forms; Post entries; Emails. General banking administration.
April 30, 2018	Valerie Naccarato	0.10	Deposit at bank.

Time Charges and Expenses

M . Creber, Sr. Vice President	40.90	hours @	\$595.00	per hour	\$ 24,335.50
E. Phaneuf, Vice President	1.00	hours @	\$500.00	per hour	\$ 500.00
A. Somerville, Tax Sr. Manager	1.50	hours @	\$620.00	per hour	\$ 930.00
J. Knight, Manager	83.10	hours @	\$295.00	per hour	\$ 24,514.50
O. Noiseux, Manager	15.00	hours @	\$280.00	per hour	\$ 4,200.00
A. Previte, Manager	181.20	hours @	\$275.00	per hour	\$ 49,830.00
J. Kwon, Manager	61.40	hours @	\$260.00	per hour	\$ 15,964.00
R. Wilford, Manager	38.65	hours @	\$260.00	per hour	\$ 10,049.00
Y. Michelin, Senior Associate	0.10	hours @	\$235.00	per hour	\$ 23.50
M. Quirk, Sr. Associate	54.30	hours @	\$160.00	per hour	\$ 8,688.00
V. Naccarato, Analyst	0.90	hours @	\$130.00	per hour	\$ 117.00
	478.05				\$ 139,151.50
5% Technology and Administration					\$ 6,957.58
					\$ 146,109.08
Disbursements					
Travel					\$ 2,728.31
Postage					\$ 886.88
					\$ 3,615.19
					\$ 149,724.27
HST (13%)					\$ 19,464.15
Total Due					\$ 169,188.42



Court File No. CI-18-592741-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE RECEIVERSHIP OF
BIONXCANADA INC.
OF THE CITY OF AURORA, IN THE PROVINCE OF ONTARIO

BILL OF COSTS

BN 12738 4717 RT0001

Client #235819

Invoice#LSON-4411

To professional services rendered as Court-Appointed Receiver for the period from May 1, 2018 to May 31, 2018.

Date	Full Name	Hours	Detail
May 1, 2018	Aaron Previte	7.90	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors regarding their outstanding debts; Discussions with Bionx staff regarding pre-appointment debtors claims; Correspondence with suppliers regarding supply during receivership; Receive calls from customers regarding supply during receivership and warranties; Update memorandum on operations during receivership; Attend to trading matters.

Date	Full Name	Hours	Detail
May 1, 2018	Jason Knight	1.90	Finalize and send analysis to SCC re: rent and utilities for Bionx Premises; Draft correspondence to creditor re: update on sales process and receivership proceedings; Review APA schedules and revise same; Revise supporting appendices for APA schedules based on additional information provided on inventory levels and certain changes to fixed assets.
May 1, 2018	Jennifer Kwon	2.10	Review invoices of utilities; Provide banking instructions re: same; Update APA schedules and appendices; Correspondence with interested parties; Correspondence with counsel.
May 1, 2018	Mandi Quirk	0.70	Respond to employee requires re distribution.
May 1, 2018	Michael Creber	1.40	Sales process matters; operational matters; creditor matter.
May 1, 2018	Rosa Wilford	2.50	Review and follow various internal emails from team re Banking; Prepare disbursement requisition forms; Post entries; Issue cheques. Review mail; Email team; Prepare receipt requisition form; Post deposit entries; Follow-up correspondences with Bank; Review print screens for incoming wire; Email team; General banking and filing administration.
May 1, 2018	Valerie Naccarato	0.20	General banking administration.
May 1, 2018	Valerie Naccarato	0.10	Deposit at bank.

Date	Full Name	Hours	Detail
May 2, 2018	Aaron Previte	7.60	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors regarding their outstanding debts; Maintain wages spreadsheet; Internal correspondence regarding acceptance of pre-appointment supply; Liaise internally to maintain Ascend; Correspondence with Bionx staff regarding SR&ED information request; Attend to trading matters.
May 2, 2018	Jason Knight	1.90	On site at Bionx; Prepare for and attend conference call Stikemans re: APA and schedules prepared for same; Internal discussions re: preparation of R&D for Bionx as per SCC's request; Provide instructions to employees re: various matters to complete; Prepare and update cash flow to be provided to SCC; Prepare for and attend conference call with team to discuss file and status of same.
May 2, 2018	Jennifer Kwon	3.70	Conference call with counsel at Stikeman Elliott; Draft email correspondence to interested parties; Correspondence with counsel.
May 2, 2018	Mandi Quirk	2.80	Email and telephone correspondence with multiple employees re WEPP denial and non-review of material sent to employees, discussions on the non-government assisted payment of severance and termination, respond to employees re court approval of funds and timeline/payment distribution schedule, request team sends memo for update.
May 2, 2018	Michael Creber	2.40	File status update; correspondence and discussions; sales process matters; planning; cash flow review and discussion; creditor matters.

Date	Full Name	Hours	Detail
May 2, 2018	Rosa Wilford	3.25	Review and follow various internal email instructions and phone calls from team: re Banking; Correspondences with Bank; Review US and CAD print screens for direct deposits/wires; notify team; Prepare requisition forms and post entries; Emails. Reconcile USD and CAD bank accounts. General banking and filing administration.
May 3, 2018	Aaron Previte	7.70	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors regarding their outstanding debts; Update register on tooling; Correspondence with suppliers regarding tooling; Discussions with Bionx staff regarding inventory; Correspondence with legal counsel regarding response to supplier seeking claim; Receive calls from customers; Attend to trading matters.
May 3, 2018	Jason Knight	2.40	Revise and finalize cash flow forecast and draft correspondence re: same to SCC; Draft correspondence to SCC re: legal fees and payment of same; Provide internal instructions for the payment of ancillary expenses for Bionx Premises and the allocation of same; Review correspondence from Stikemans re: APA and the revisions required to same; Internal discussions re: APA and correspondence to be sent to interested parties; Draft correspondence in response to creditor emails received re: status of proceedings and other inquiries re: creditor claims.
May 3, 2018	Jennifer Kwon	2.70	Review correspondence from counsel re: APA changes; Upload new documents to data room; Email correspondence to all interested parties; Schedule appointments for site inspection.

Date	Full Name	Hours	Detail
May 3, 2018	Michael Creber	1.60	Sales process and documentation matters; operational matters.
May 3, 2018	Rosa Wilford	3.00	Review mail; Prepare receipt requisition forms; Post Entries. Follow internal email instructions re Banking; Prepare disbursement requisition forms; Post entries and issue cheques; Respond to phone call from client and assist with wire instructions. Correspondences with Bank; Review print screens for expecting wires. General banking and filing administration.
May 4, 2018	Aaron Previte	4.60	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors regarding their outstanding debts; Correspondence with Secured Creditor regarding leased assets; Review correspondence from legal counsel to supplier's counsel regarding their unsecured claim; Update memorandum on operations during receivership; Attend to trading matters.
May 4, 2018	Jennifer Kwon	1.30	Correspondence with interested parties; Data room invite.
May 4, 2018	Mandi Quirk	3.10	Update WEPP claims by request from Service Canada and amend all claims to denials.
May 4, 2018	Michael Creber	1.90	GM matters; sales process matters; operational matters; insurance matters; banking; cash flow; planning.
May 4, 2018	Rosa Wilford	0.50	Review various internal email instructions from team re Banking; Correspondences with Bank; Review print screens for expecting wires; Prepare receipt requisition forms and post entries, and email team notification of wires.

Date	Full Name	Hours	Detail
May 7, 2018	Aaron Previte	8.10	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Discussions and correspondence with legal counsel regarding pursuit of pre-appointment debts and demands to be issued; Correspondence with legal counsel regarding letter to pre-appointment supplier; Review subsidiary's cashflow forecast; Discussions with Bionx retained staff regarding sale of business; Attend to trading matters.
May 7, 2018	Jason Knight	3.10	Internal discussion re: Sales Process and parcels included in same; Correspondence with SCC re: update call and other matters; Review correspondence from GM re: draft agreement; Prepare for and attend conference call with team to discuss various outstanding matters; Prepare for and attend conference call with SCC and Stikemans re: update on various matters; Phone conversation with M. Brookes re: cash flow forecast and details of same; Prepare for and attend conference call with Stikemans and BTZ re: GM matters; Draft internal correspondence re: instructions on the required wire transfer to SCC and review confirmation of same; Review draft correspondence to Revenue Quebec re: QST.
May 7, 2018	Jennifer Kwon	3.50	Asset inspection with interested parties; Prepare and send letter to Revenu Quebec re: source deductions; Calls and correspondence with interested parties; Upload documents to data room; Team conference call re: update on proceedings; Discussions with employees.

Date	Full Name	Hours	Detail
May 7, 2018	Mandi Quirk	1.40	Communication with employees re payment timelines and EFT inquiries
May 7, 2018	Michael Creber	3.90	File status update; sales process matters; GM matters; banking matters; creditor matters; operational issues; discussion secured creditor; employee matters.
May 7, 2018	Rosa Wilford	3.50	Review various internal email instructions from team: re Banking; Review invoices; Prepare disbursement requisition forms; Post entries; Issue cheques; Various correspondences to and from Bank; Review banking and GIC's; Draft letters to Bank; GIC redemption; Wire Transfer; Review US and CAD accounts for expecting wires; Prepare receipts and post entries; Emails. General banking and filing administration.
May 7, 2018	Valerie Naccarato	0.10	Deposit at bank.
May 8, 2018	Aaron Previte	7.70	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Discussions and correspondence with legal counsel regarding pursuit of pre-appointment debts and demands to be issued; Attend inspection with potential investor; Answer queries for potential investor; Meet with Bionx retained staff to determine information able to provide potential investor; Internal discussions with staff regarding request from potential investor; Attend to bi-weekly wages and request payment of same; Attend to trading matters.

Date	Full Name	Hours	Detail
May 8, 2018	Jason Knight	2.30	Correspondence with Stikemans re: Employee Entitlements; Correspondence with team and with GM re: Production Tooling; Correspondence with team re: Sales Process and questions put forth by interested party; Prepare for and attend conference call with team and Sasnowski to discuss GM's removal of the Production Tooling and the accuracy of the schedules contained in the agreement; Draft correspondence to GM re: Production Tooling; Draft responses to emails received from creditors of Bionx; Internal correspondence with team re: various matters.
May 8, 2018	Jennifer Kwon	4.00	Calls and correspondence with interested parties; Arrange for requested documentation; Upload information to data room; Review NDA agreements; Conference call re: employee payments; Review invoices and provide banking instructions re: same; Call with ADP re: employee matters.
May 8, 2018	Michael Creber	1.90	File status update; sales process matters.
May 8, 2018	Rosa Wilford	2.00	Review mail; Correspondences with Bank; Review print screens for incoming wire; Prepare receipt requisition forms; Prepare disbursement requisition forms; Post entries; Issue cheques. Email team. Review internal email instructions re Government filing; Prepare letter; General banking and filing administration.

Date	Full Name	Hours	Detail
May 9, 2018	Aaron Previte	8.60	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Liaise with Bionx retained staff to collate information to pursue pre-appointment debtors; Internal correspondence regarding requests from potential investors; Liaise internally to maintain cashbook; Attend inspection and queries from potential investor; Internal correspondence regarding dataroom; Various correspondence with legal counsel regarding information required for demand to pursue pre-appointment debtor; Internal correspondence regarding Elby; Correspondence with potential investor regarding queries about assets for sale; Attend to trading matters.
May 9, 2018	Jason Knight	2.60	Correspondence with team re: various items including but not limited to: interested bidder questions re: sales process, inclusion of certain assets related to GM in sales process, GM equipment to be removed onsite; Review and revise GM Settlement Agreements and draft correspondence to counsel re: same; Internal meeting re: sales process and APA.
May 9, 2018	Jennifer Kwon	2.90	Calls and correspondence with interested parties; Discussions re: requested items; Update interested party tracker; Team meeting; Update restrictions on data room; Upload documents to data room; Team meeting.
May 9, 2018	Michael Creber	1.60	GM matters; banking; operational matters;

Date	Full Name	Hours	Detail
May 9, 2018	Rosa Wilford	3.30	Review internal email instructions from team: re Banking; Review payment schedule; Prepare disbursement requisition forms; Post entries; Issue cheques. Correspondences with Bank; Review print screens for incoming wire; Email team. Review and reconcile April GIC term deposits and approve estate balances. General banking and filing administration.
May 10, 2018	Aaron Previte	7.10	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Discussions with legal counsel regarding demand on pre-appointment debtor for pursuit of monies; Review materials from third party claiming ownership to artwork; Internal correspondence regarding third party claim to artwork; Correspondence with third party regarding their claim to artwork; Correspondence with Secured Creditor regarding memorandum on limited operations during receivership; Correspondence with Elby regarding shared resources and costs; Review and amend demand on pre-appointment debtor; Attend to trading matters.
May 10, 2018	Christina Zurowski	0.75	Discussion and review of agreement and possible zero rating of supply to non-resident. But agreement notes Canadian entity as well.

Date	Full Name	Hours	Detail
May 10, 2018	Jason Knight	5.30	Onsite at Bionx premises; Meeting with representatives from GM regarding the removal of the Production Tooling; Liaise with GM and A. Sasnowski to organize and coordinate removal of Production Tooling; Various correspondence with Bionx staff and provide instructions to same re: various items; Various discussions with GM representatives; Draft correspondence to SCC re: payment of utilities and methodology re: same; Internal discussions with team re: various matters; Prepare updated Employee Entitlements and Contract Worker Arrears schedule and draft correspondence to SCC providing a summary of same and the amount required to be funded; Correspondence with sales tax group re: GM Agreement; Draft correspondence to GM re: excise taxes; Lockup and secure premises prior to departure.
May 10, 2018	Jennifer Kwon	4.10	Calls and correspondence with interested parties; Calls with Firmex re: document restrictions; Correspondence internally.
May 10, 2018	Michael Creber	0.60	GM matters.
May 10, 2018	Rosa Wilford	2.00	Review various internal email instructions from team re Banking; Correspondences with Bank; Review print screens for incoming wires; Review ledger; Prepare receipt requisition forms; Post entries; Emails. General banking and filing administration.

Date	Full Name	Hours	Detail
May 11, 2018	Aaron Previte	7.80	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Discussions with Bionx retained contractor regarding GST/HST; Internal correspondence regarding employees' expenses; Internal correspondence with staff regarding sale; Prepare waiver form for GM to use Bionx retained staff to remove their goods; Correspondence with unsecured creditors regarding their claim; Discussions and correspondence with third party regarding their claim to artwork; Attend to trading matters.
May 11, 2018	Jason Knight	4.90	Onsite at Bionx; Meeting with SCC re: Employee Entitlements and discuss Contractor Arrears; Meeting with GM representatives to coordinate removal of Production Tooling; Supervise and attend to removal of Production Tooling; Correspondence with GM re: tax matters and documentation of removal of Production Tooling.
May 11, 2018	Jennifer Kwon	4.00	Calls and correspondence with interested parties; Call with Firmex re: restrictions on documents; Upload and modify data room.
May 11, 2018	Michael Creber	2.10	GM matters; A/R matters; sales process issues.

Date	Full Name	Hours	Detail
May 11, 2018	Rosa Wilford	1.40	Review mail; Prepare receipt requisition forms; Post Entries; Email team; Correspondences with Bank; Review print screens for incoming wires; Annual Banking Report: Review estate accounts; Prepare Directive 5R5 draft for review; Prepare schedules for e-file; General banking administration.
May 11, 2018	Valerie Naccarato	0.10	Deposit at bank.
May 12, 2018	Aaron Previte	1.10	Discussions and correspondence with potential investors regarding sale of Bionx assets; Internal discussions regarding potential investors' queries.
May 14, 2018	Aaron Previte	7.10	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Discussions and correspondence with third party exerting claim to assets; Correspondence with unsecured creditors; Discussions and correspondence with interested party regarding sale of business; Correspondence with third party seeking collection of third party records; Review subsidiary's cashflow forecast; Liaise with Bionx staff to collate information pertaining to an interested parties' request; Attend call with interested party to discuss their request for information; Discussions with third party IT contractor regarding tasks post resignation of Bionx retained staff; Attend to trading matters.

Date	Full Name	Hours	Detail
May 14, 2018	Jason Knight	2.40	Prepare for and attend conference call with interested party re: sales process; Prepare summary of costs paid by the Receiver whereby the services of same are utilized by Elby; Draft correspondence to Elby re: required payment for shared costs;
May 14, 2018	Michael Creber	1.80	Sales process issues; employee matters; subsidiary matters.
May 14, 2018	Rosa Wilford	2.00	Review monthly trusted banking summary report; Post accrued interest. Correspondences with Bank; Review print screens for incoming wires; Prepare receipt requisition forms; Prepare disbursement requisition forms; Post entries; Issue cheques. Email team. General banking and filing administration.
May 15, 2018	Aaron Previte	7.60	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Attend inspection with interested party; Discussions with interested party regarding sale of business; Internal correspondence regarding sale of business and interested parties; Correspondence with third party regarding collection of third party records; Correspondence with Elby Bikes Co. regarding shared resources and costs; Internal discussions regarding offers received from sale of business / assets campaign; Attend to trading matters.

Date	Full Name	Hours	Detail
May 15, 2018	Jason Knight	1.90	Internal correspondence re: Sales Process and bids to be received; Internal correspondence re: ADP and processing of Employee Entitlement payments; Correspondence re: GM and receipt of payment; Prepare for and attend conference call with counsel re: GM Agreement; Correspondence with Elby re: payment of shared costs.
May 15, 2018	Jennifer Kwon	4.80	Calls and correspondence with interested parties; Acknowledgements of offer submissions; Call with ADP; Review offers.
May 15, 2018	Michael Creber	2.90	Sales process matters; GM matters; banking.
May 15, 2018	Rosa Wilford	3.50	Review multiple internal email and verbal instructions from team: re Banking; Various correspondences with Bank and phone calls; Review USD and CAD print screens for multiple incoming wires; Prepare receipt and disbursement requisition forms; Post entries; Emails. General banking and filing administration.
May 16, 2018	Aaron Previte	7.70	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Liaise internally to maintain cashbook; Attend internal call to discuss receivership matters; Circulate internally proposed strategy for wind down of limited operations during receivership; Commence preparing Third Report to the Court on all dealings during receivership and seeking reliefs; Attend to trading matters.

Date	Full Name	Hours	Detail
May 16, 2018	Jason Knight	4.60	Prepare Employee Entitlement worksheet to be provided to ADP and conduct phone conversation with ADP re: same; Draft correspondence to SCC re; Employee Entitlements and flow of funds; Draft correspondence to ADP providing instructions re: Employee Entitlements; Perform final review of GM Agreement; Correspondence with M. Willetts re: invoices received from legal contractor; Prepare listing of Contract Worker Arrears for payment of same; Prepare for and attend internal meeting re: Sales Process and next steps re: same; Internal discussions re: Third Report and preparation of same; Coordinate and assemble documents required for payment of Contract Worker arrears; Draft cover letters for Contract Worker Arrears payments and mail merge same; Various follow-up correspondence with ADP re: Employee Entitlements; Review of offers received re: Sales Process; Prepare for and attend internal meeting to discuss the results of the Sales Process and the optimal offers to accept re: same.
May 16, 2018	Jennifer Kwon	4.20	Conference call with the team; Review offers and bids; Correspondence with banking manager re: wires; Summarize offers; Calls with bidders; Prepare a memo re: results of the process.
May 16, 2018	Michael Creber	3.90	Sales process matters; employee matters; file status update; planning; GM matters.
May 16, 2018	Rosa Wilford	5.50	Review various internal emails and verbal instructions from team: re Banking; Review invoices; Prepare disbursement requisition forms; Post entries; Issue cheques; Various correspondences to and from Bank; Review US and CAD account screens for expecting wires; Prepare receipts and post entries; Respond to multiple emails. Phone calls to and from Bank. General banking and filing administration.

Date	Full Name	Hours	Detail
May 17, 2018	Aaron Previte	7.10	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Internal discussions and correspondence regarding offers received from sale of business / assets campaign; Attend call with Secured Creditor and legal counsel to discuss sale of business / assets; Attend inspection of third party records with third party; Collate information to enable payment of employees' expenses; Continue drafting Third Report to Court; Liaise with third party to collect third party assets; Attend to trading matters.
May 17, 2018	Jason Knight	2.70	Prepare for and attend internal conference call to discuss Sale Process; Prepare for and attend conference call with SCC and counsel re: Sale Process results; Review draft set-off agreement re: P. Gingl loan and provide comments on same; Conference call to discuss set-off agreement, make final revisions, and send same to P. Gingl; Review ADP's preparation of documentation re: Employee Entitlements payment; Draft correspondence to ADP re: Employee Entitlements and discuss same internally; Phone conversation with patent agent re: invoices submitted for limited work performed; General discussions with team re: Third Report, among other items.
May 17, 2018	Jennifer Kwon	3.10	Team conference call; Correspondence to secured creditor re: summary of sale process; Calls with offerors re: incomplete packages.

Date	Full Name	Hours	Detail
May 17, 2018	Michael Creber	2.20	Sales process matters; discussion secured creditor; discussion and correspondence legal counsel.
May 17, 2018	Rosa Wilford	2.50	Review mail; Prepare receipt requisition forms; Post entries; Correspondences and phone call with Bank: re expecting wires. Emails. General banking and filing administration.
May 17, 2018	Valerie Naccarato	0.20	General banking administration; Deposit at bank.
May 18, 2018	Aaron Previte	5.10	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Receive calls from various stakeholders; Continue working through Third Report to Court; Discussions with Bionx retained staff regarding subsidiaries; Attend to trading matters.
May 18, 2018	Jason Knight	0.60	Review summary documents prepared by ADP and verify calculation of employer portion of withholdings required; Various correspondence with ADP re: Employee Entitlements.
May 18, 2018	Jennifer Kwon	1.90	Call with CRA re: trust exam; Review invoice and banking instructions re: same; Calls and correspondence with interested parties; Review receipt of additional documents.
May 18, 2018	Michael Creber	1.40	sales process; operations; employee matters; banking

Date	Full Name	Hours	Detail
May 22, 2018	Aaron Previte	5.70	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Liaise internally to maintain cashbook; Attend internal call to discuss receivership matters; Discussions with Bionx staff regarding CRA; Internal discussions regarding staffing; Discussions and correspondence with IT consultant to attend to IT matters; Attend to trading matters.
May 22, 2018	Jason Knight	1.30	Prepare relevant documents for wire transfer to ADP re: Employee Entitlements; Prepare for and attend conference call with counsel re: APA and debrief same internally thereafter; Arrange for keys to be provided to IT contractor; Various internal discussions re: APA and terms included on same from interested party; Correspondence with SCC re: lease of Aurora Facility.
May 22, 2018	Jennifer Kwon	4.10	Conference call with counsel and team re: APA and offer form amendments of bloc offer; Discussions with counsel re: list of assets; Correspondence with interested parties.
May 22, 2018	Michael Creber	3.10	Sales matters; employee matters; banking; GM matters.

Date	Full Name	Hours	Detail
May 22, 2018	Rosa Wilford	3.00	Review various internal email instructions; Review bank accounts and GIC's; Respond to emails; Draft letters; Prepare disbursement and receipt requisition forms. Prepare wire transfer; Email correspondences to and from Bank for redemptions of GIC's, and authorization of transfer; Posting entries; Issue cheques; Review print screens for expecting wires; Email team. General banking and filing administration.
May 22, 2018	Valerie Naccarato	0.10	Deposit at bank.
May 23, 2018	Aaron Previte	6.40	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Liaise internally to maintain cashbook; Attend internal call to discuss receivership matters; Various discussions and correspondence with IT consultant regarding IT matters; Attend to bi-weekly wages; Review subsidiaries' weekly cashflow forecast; Correspondence with Bionx staff regarding CRA; Attend to trading matters.
May 23, 2018	Jason Knight	1.60	Prepare for and attend conference call with interested purchaser re: APA and other matters re: the Sale Process; Various internal discussions re: the Sale Process and the conditions included in the APA; Review revised APA and discuss changes to same internally.
May 23, 2018	Jennifer Kwon	3.50	Calls and correspondence with interested parties; Conference call with one party; Correspondence with ADP accounts receivable clerk; Correspondence with counsel re: changes.

Date	Full Name	Hours	Detail
May 23, 2018	Michael Creber	1.90	Banking; sales process; documents; GM matters; planning.
May 23, 2018	Rosa Wilford	3.30	Review various internal email instructions from team re Banking; Prepare disbursement requisitions; Prepare payroll; Post entries; Issue cheques.
May 24, 2018	Aaron Previte	5.30	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Liaise internally to maintain cashbook; Attend internal call to discuss receivership matters; Attend discussions with interest party to discuss sale of business; Discussions and correspondence with IT consultant regarding IT matters; Collate materials requested by interested parties; Discussions and correspondence with legal counsel regarding pursuit of debtor; Discussions with SCC regarding receivables available for sale; Teleconference with SCC and internal regarding receivables available for sale and brief receivership update; Attend to trading matters.

Date	Full Name	Hours	Detail
May 24, 2018	Jason Knight	3.20	Process and coordinate the release of the Employee Entitlement cheques and the revised ROEs; Revise and finalize GM Settlement Agreement and send same to GM; Prepare for and attend conference call with potential purchaser re: revisions to APA and next steps; Internal discussions re: Sale Process and other matters; Review SCC invoice re: 455 Magna Drive, remove pre-receivership costs re: same, and coordinate payment to SCC; Prepare for and attend conference call with SCC re: Elby receivable; Internal discussions re: various matters including retained employees, productions, and creditor correspondence; Review and finalize GM Settlement Agreement and draft correspondence to GM re: same.
May 24, 2018	Jennifer Kwon	5.70	Conference call with interested purchaser; Internal discussions re: some amendments; Review accounts receivable; Numerous exchanges re: APA and list of purchased assets.
May 24, 2018	Jesse Cooper	1.50	File administration; Sort ROE for mailing.
May 24, 2018	Michael Creber	0.90	GM matters; sales process matters.
May 24, 2018	Rosa Wilford	1.80	Correspondences with Bank; Review print screens for expecting wires; Review mail; Various emails to and from team; Prepare receipt requisition forms; Post entries; Prepare partial Bank reconciliations; General banking and filing administration.

Date	Full Name	Hours	Detail
May 25, 2018	Aaron Previte	5.10	At Bionx premises; Discussions and correspondence with Bionx staff regarding customers' orders; Analyze customers' orders and determine pricing; Various discussions and correspondence with suppliers regarding outstanding payments and supply; Review and process payments; Various discussions and correspondence with pre-appointment debtors and Bionx retained staff regarding outstanding debts; Receive calls from various stakeholders; Liaise internally to maintain cashbook; Attend internal call to discuss receivership matters; Liaise with third party to collect records and belongings; Internal discussions and correspondence regarding sale of business; Attend discussion with interested party regarding sale of business; Discussions with former employee regarding severance; Internal discussions regarding staffing; Attend trading matters.
May 25, 2018	Jason Knight	1.30	Review revised APS received from interested party and discuss same internally; Prepare for and attend conference call with counsel; Prepare for and attend conference call with counsel and interested purchaser re: Sale Process and APA finalization.
May 25, 2018	Jennifer Kwon	5.20	Calls and correspondence with counsel re: revised APA and List of Purchased Assets; Calls and correspondence with interested purchaser; Review materials for CRA trust exam; Conference call with legal counsel.
May 25, 2018	Jesse Cooper	3.50	File administration; Sort ROE for mailing.
May 25, 2018	Michael Creber	1.10	Sales process matters; GM matters.
May 25, 2018	Rosa Wilford	1.25	Review internal email instructions from team: re Banking; Prepare disbursement requisition forms; Post entries; Issue cheque. Correspondences with Bank; Review print screens for incoming wires; Email team. General banking and filing administration.

Date	Full Name	Hours	Detail
May 26, 2018	Jason Knight	0.10	Locate and provide business number for HST returns.
May 28, 2018	Jason Knight	4.80	Onsite at Bionx; Various update correspondence with retained employees re: Sale Process and next steps with respect to employment under the receivership; Internal meeting with team to discuss the bids received; Draft correspondence to SCC re: April invoice; Prepare for and attend conference call with SCC and Stikemans re: Sale Process; Various discussions with retained employees re: various matters; Tour facility and lockup premises prior to departure.
May 28, 2018	Jennifer Kwon	4.10	Calls and correspondence with interested parties; Review offer form; Prepare and participate in conference call with secured creditor.
May 28, 2018	Michael Creber	1.20	Sales process; discussion secured creditor; planning.
May 28, 2018	Rosa Wilford	2.00	Review and follow internal email instructions re Banking; Prepare USD and CAD disbursement requisition forms; Post entries; Issue cheques. Setup new HST; Review estate; Prepare CRA letter; Prepare RC59 form for authorized signing officer; Provide supporting documentation; Fax; Phone call to CRA. General banking and filing administration.

Date	Full Name	Hours	Detail
May 29, 2018	Jason Knight	5.40	Onsite at Bionx premises; Review correspondence from GM and discuss same with counsel; Numerous discussions with retained employees re: various matters and items to be completed; Provide access to warehouse to Magna; Discussions with team re: GM and Sale Process; Draft correspondence to SCC re: payment of receiver's advance and the interest calculated on same; Prepare for and attend conference call with SCC and counsel to discuss results of Sale Process and next steps re: same; Various correspondence internally and with retained employees re: CRA; Draft correspondence to suppliers re: GM; Review invoices issued by SCC and provide instructions for payment; Tour of facility and ensuring same is secured prior to departure; Draft response to GM re: scheduling for removal of remaining assets.
May 29, 2018	Jennifer Kwon	3.70	Prepare documents for CRA trust examiner; Provide instructions re: filing HST returns post-receivership; Attend meeting with CRA trust examiner and answer questions; Prepare new summary of bids; Correspondence with secured creditor and legal counsel; Conference call with secured creditor, legal counsel and GT team.
May 29, 2018	Jesse Cooper	2.00	File administration; Package ROE for mailing.
May 29, 2018	Mandi Quirk	0.60	Direct team on the mailing of ROE's, scan and save to server.
May 29, 2018	Michael Creber	1.90	Sales process matters; discussion secured creditor; GM matters.

Date	Full Name	Hours	Detail
May 29, 2018	Rosa Wilford	3.00	Review internal email instructions from team re Banking/HST; Correspondences with Bank; review CAD and USD bank accounts for expecting wires; Review print screens; Prepare receipt requisition forms; Post entries; Emails. Review General Ledger report; Prepare monthly HST returns for the period February 27-28, 2018, and March 1 -31, 2018. Follow-up phone call with CRA re setting sub HST number. Follow instructions from team and meet with CRA representative re Payroll and HST review. General banking and filing administration.
May 29, 2018	Valerie Naccarato	0.10	Deposit at bank.
May 30, 2018	Jason Kanji	3.20	Onsite at Bionx; Various correspondence with retained employees re: Sales Process and other various matters; Tour facility and lockup premises prior to departure.
May 30, 2018	Jason Knight	2.40	Onsite at Bionx; Internal meeting with team to discuss items to complete and directions to give to retained employees; Discussions with retained employees re: GM, Elby, Sale Process, and other matters; Internal review of Employee Entitlements and forms received from same.
May 30, 2018	Jennifer Kwon	3.90	Prepare Court report.
May 30, 2018	Michael Creber	0.60	sales process matters; GM matters;
May 30, 2018	Rosa Wilford	1.70	Review mail; Prepare receipt requisition forms; Post entries; Review internal email instructions re Banking; Prepare disbursement requisition forms; Post entries; Issue cheques; Review CRA voicemail; Prepare list of contract workers; Respond to emails. General banking and filing administration.

Date	Full Name	Hours	Detail
May 31, 2018	Aaron Previte	4.40	Correspondence with Bionx staff regarding customers' orders; Correspondence with legal counsel regarding third party claim to asset; Draft correspondence to legal counsel regarding demand received from supplier; Correspondence with Elby regarding shared services; Internal discussions and correspondence regarding assets included in sale of business and staffing; Respond to customers and suppliers queries; Attend to trading matters.
May 31, 2018	Jason Kanji	2.70	Onsite at Bionx; Various correspondence with retained employees re: Sales Process and other various matters; Tour facility and lockup premises prior to departure.
May 31, 2018	Jason Knight	2.10	Draft correspondence to GM re: removal of equipment and schedule of same; Draft email correspondence to creditors re: status of proceedings; Various correspondence with counsel and internally re: Sale Process and Offers received from bidders; Correspondence with team re: preparation of report.
May 31, 2018	Jennifer Kwon	6.10	Calls and correspondence with counsel; Prepare court report; Calls and correspondence with final interested parties; Review invoice and provide banking instructions; Review art work in parcels.
May 31, 2018	Mandi Quirk	1.30	Email and telephone correspondence from employees missing distribution cheques, follow up on calculations for employees.
May 31, 2018	Rosa Wilford	0.50	Follow-up phone call with CRA (voicemail) re setting up HST sub number. General banking and filing administration.

Time Charges and Expenses

M. Creber, Sr. Vice President	40.30	hours @	\$595.00	per hour	\$ 23,978.50
C. Zurowski, Tax Partner	0.75	hours @	\$740.00	per hour	\$ 555.00
J. Knight, Manager	58.80	hours @	\$295.00	per hour	\$ 17,346.00
A. Previte, Manager	129.70	hours @	\$275.00	per hour	\$ 35,667.50
J. Kwon, Manager	78.60	hours @	\$260.00	per hour	\$ 20,436.00
R. Wilford, Manager	51.50	hours @	\$260.00	per hour	\$ 13,390.00
J. Kanji, Sr. Associate	5.90	hours @	\$175.00	per hour	\$ 1,032.50
M. Quirk, Sr. Associate	9.90	hours @	\$160.00	per hour	\$ 1,584.00
V. Naccarato, Analyst	0.90	hours @	\$130.00	per hour	\$ 117.00
J. Cooper, Analyst	7.00	hours @	\$90.00	per hour	\$ 630.00
	<u>383.35</u>				<u>\$ 114,736.50</u>
5% Technology and Administration					<u>\$ 5,736.83</u>
					<u>\$ 120,473.33</u>
Disbursements					
Postage					<u>\$ 472.24</u>
					<u>\$ 472.24</u>
Subtotal time and disbursements					\$ 120,945.57
HST (13%)					<u>\$ 15,722.92</u>
Total Due					<u>\$ 136,668.49</u>

Exhibit “B” to the Affidavit of Michael G Creber,
sworn before me this 5th day of June, 2018.



Commissioner for Taking Affidavits, etc.

Daniel Kenneth Wootton,
a Commissioner, etc., Province of Ontario,
for Grant Thornton Limited.
Expires April 6, 2019.

BIONX CANADA INC.

Summary of Fees of the Receiver and Manager

For the period from January 12, 2018 to April 30, 2018

Period	Hours	Fees	Disbursements	Subtotal	HST	Total
January 12, 2018 to February 28, 2018	161.90	\$ 65,090.03	48.01	65,138.04	8,467.95	\$ 73,605.99
March 1, 2018 to March 31, 2018	618.90	\$ 198,756.87	2,771.36	201,528.23	26,198.67	\$ 227,726.90
February 27, 2018 to April 30, 2018	478.05	\$ 146,109.08	3,615.19	149,724.27	19,464.15	\$ 169,188.42
May 1, 2018 to May 31, 2018	383.35	\$ 120,473.33	472.24	120,945.57	15,722.92	\$ 136,668.49
	1642.20	\$ 530,429.31	6,906.80	537,336.11	69,853.69	\$ 607,189.80

Average Rate per Hour: \$ 323.00

STRONACH CONSULTING CORP.

and

BIONX CANADA INC.

Applicant

Respondent

Court File No.: CV-17-00582960-00CL

ONTARIO
**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at **Toronto****AFFIDAVIT OF MICHAEL G CREBER****BRAUTI THORNING ZIBARRAS**

Suite 2900, 161 Bay Street

Toronto, ON M5J 2S1

Tel: 416-362-4567

Fax: 416-362-8410

Steven Weisz

Tel: 416-304-6522

Email: sweis@btzlaw.ca**Caitlin Fell**

Tel: 416-304-7002

Email: cfell@btzlaw.ca**Independent counsel for the Proposed Receiver**

APPENDIX 16

Court File No: CV-18-592741-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS
AMENDED

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

- and -

BIONX CANADA INC.

Respondent

AFFIDAVIT OF CAITLIN FELL

I, Caitlin Fell, of the Township of Aurora, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a partner with the law firm Brauti Thorning Zibarras LLP and, as such, have knowledge of the following matters.
2. By Order of the Honourable Justice McEwen dated February 27, 2018 (the “**Order**”), Grant Thornton Limited (“**GTL**”) was appointed as the Receiver and Receiver and Manager (the “**Receiver**”) of the property assets and undertakings of BionX Canada Inc. (“**BionX**”).

3. Pursuant to this Order, the Receiver retained Brauti Thorning Zibarras LLP (“**BTZ LLP**”) to advise with regards to matters related to the Receiver’s appointment and the performance of its duties and powers.

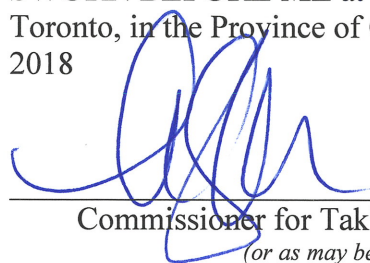
4. BTZ LLP’s fees and disbursements for the period of February 1, 2018 to April 30, 2018 are summarized in the invoices rendered to the Receiver (the “**Invoices**”). The Invoices are a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by BTZ LLP, and are based on its standard rates and charges. The Invoices contain information and advice over which lawyer and client privilege is asserted. As a result, redacted copies of the Invoices are attached hereto and marked as Exhibit “A”. Copies of the complete Invoices have been provided to the Receiver and I am advised by the Receiver that they have been received and consider the fees and disbursements fair and reasonable.

5. Attached hereto and marked as Exhibit “**B**” is a summary of the timekeepers whose services are reflected on the Invoices, including year of call and hourly rate, and the total fees and hours billed. The Billing Summary indicates an average hourly rate of \$543.11.

6. The total amount being claimed for the work performed by BTZ LLP for the period of February 1, 2018 to April 30, 2018, for which approval is being sought at this court is \$105,620.28, including \$92,492.50 for fees and \$976.77 for disbursements, exclusive of HST.

7. This Affidavit is sworn in support of the Receiver’s motion for approval of its fees and disbursements and those of its legal representatives and for no other improper purpose.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on June 7,
2018



Commissioner for Taking Affidavits
(or as may be)

NICHOLE GEHBAUER
P10881



CAITLIN FELL

This is Exhibit A referred to in the
affidavit of Caitlin Fell
sworn before me, this 7th

Brauti Thorning Zibarras LLP day of June 20 18

161 Bay Street
Suite 2900
Toronto, ON M5J 2S1

Ph: 416.362.4567 Fax: 416.362.8410

A COMMISSIONER FOR TAKING AFFIDAVITS

Grant Thornton Limited
200 King Street West, 11th Floor
P.O. Box 11
Toronto, ON M5H 3T4

May 2, 2018

File #: 6083-001
Inv #: 38295

Attention: Mr. Michael Creber

RE: Bionx Canada Inc.

FEE SUMMARY

LEGAL PROFESSIONAL

	HOURS	RATE	FEES
Steven Weisz	80.70	\$600.00	\$48,420.00
Caitlin Fell	67.20	\$475.00	\$31,920.00

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-07-18	Review loan documentation.	1.80	855.00	CF
Feb-08-18	Call with H. Murray re: debt and security at Bionx.	0.50	237.50	CF
	Call with H. Murray regarding Bionx debt and security provide to Stomach Consulting.	0.50	300.00	SJW
Feb-12-18	Review old loan documentation to determine 	2.10	997.50	CF
Feb-13-18	Reviewing and considering validation of security documentation.	1.00	600.00	SJW
Feb-14-18	Call with H. Murray re: 	2.30	1,092.50	CF
	Drafting security opinion re: debt and security of Stronach Consulting.	2.40	1,140.00	CF
	Consider issues relating to security review and opinion and  call with M. Creber regarding same and preliminary	1.60	960.00	SJW

opinion or validity of security.

Feb-17-18	Review and comment on affidavit appointing receiver; review various emails re: Bionx filing.	1.50	712.50	CF
Feb-18-18	Call with M. Creber; S. Weisz and H. Murray re: comments on receivership order and affidavit; review form of receivership order.	1.80	855.00	CF
	Call with H. Murray, M. Creber and C. Fell re: form of receivership order and comments on affidavit; review proposed form of receivership order.	1.80	1,080.00	SJW
Feb-22-18	Email regarding court hearing and possible deal; working on court materials and email regarding same	0.60	360.00	SJW
Feb-23-18	Call re: finalization of documents; call with Grant Thornton and H. Murray to finalize receivership documents,	1.20	570.00	CF
	Reviewing and revising proposed receiver's pre-filing report; preparing for and attending conference call with proposed receiver and counsel for applicant.; reviewing and considering service matters and application materials including affidavit and form of order; providing comments regarding same.	2.80	1,680.00	SJW
Feb-24-18	Email with counsel for GM regarding attendance at Bionx to review and inspect tooling and equipment and arrangements with Bionx and proposed receiver; arranging conference call with company and proposed receiver and counsel including counsel for applicant secured creditor.	0.60	360.00	SJW
Feb-25-18	Review and comment on pre-filing report; call with H. Murray and SCC/Bionx re: General Motors.	1.20	570.00	CF
	Working on sales process and pre-filing report; considering application materials; preparing for and attending conference calls regarding letter from GM February 1 and 23 and meeting at Bionx facility to inspect tooling and equipment; email with counsel for management and GM regarding same; considering issues arising from GM claim for repossession and validity of claims.	1.80	1,080.00	SJW
Feb-26-18	Revise pre-filing report; draft consent to act as receiver; review and comment on factum; call with Grant Thornton and H. Murray re: finalization of documents. Various calls with	4.20	1,995.00	CF

	J. Knight re: pre-filing report; serve and file report.			
	Review GM motion record; call with SCC and H. Murray re: same; draft and send correspondence to counsel to GM re: adjournment of motion; Review and comment on factum.	2.00	950.00	CF
	Reviewing and providing comments on draft factum; finalizing pre-filing report; preparing for court hearing February 27, 2018; attending conference calls and email regarding position of GM and motion to seek removal of tooling and equipment; reviewing and considering merits of GM position and motion for possession; discussion with proposed receiver regarding same; prepare for and attend conference calls relating to application and GM motion; email regarding same and proposed receiver's position and request for adjournment.	2.80	1,680.00	SJW
Feb-27-18	Prepare for court; review GM materials; file court report with the registry; attend motion to appoint receiver; review GM materials on ownership of tooling equipment.	3.80	1,805.00	CF
	Prepare for and attend court hearing for appointment of receiver; negotiations with counsel for GM regarding terms of scheduling of motion for repossession and merits of claim.; review and consider merits of claim and request for removal of equipment; conference call and email regarding same.	3.60	2,160.00	SJW
	Reviewing Asset Purchase Agreement and working on claim material including resolution of GM dispute and responses of receiver considering reconciliation and set-off issues.	0.00	0.00	SJW
Feb-28-18	Correspondence re: subsidiaries.	0.10	47.50	CF
	Prepare for and attend conference call and email regarding status of receivership, preparation of draft NDA and Agreement of Purchase and Sale; status of employees, foreign subsidiaries and GM motion; review and consider merits of GM motion and claims.	2.80	1,680.00	SJW
Mar-01-18	Review GM materials; review law on bailment; discussion with S. Weisz re: same.	1.30	617.50	CF
	Reviewing and considering GM Materials backup documentation and claim; reviewing and considering applicable case law; discussing with	2.80	1,680.00	SJW

	C. Fell regarding litigation strategy; email with counsel for GM			
	regarding status of review by receiver of claim of GM; reviewing purchase orders and invoices and claims of Bionx under purchase orders for Beta Program.			
Mar-02-18	Review and provide comments on non-disclosure agreement; review email of H. Murray re: title to Bionx tooling and equipment; attend Update call.	1.30	617.50	CF
	Prepare for and attend update call with receiver and counsel for Stronach Consulting; continue review of GM court materials, purchase orders and invoices; review and provide comments on non-disclosure agreement; further consideration litigation strategy and response to GM claim for recovery of tooling equipment for beta program and response to GM's set-off and damage claim; consider strategy for maximization of realizations in receivership for the benefit of all stakeholders.	2.70	1,620.00	SJW
Mar-04-18	Reviewing and considering results the receivers' investigation with the backup indicating a total payable review as formally \$416,491 from GM in respect of the tooling and equipment and other commitments of GM; prepare for and participated in conference call with receiver and counsel for Stronach Consulting.	0.50	300.00	SJW
	Emails to H Murray re: NDA. Review comments from Stikemans re: same.	0.60	360.00	SJW
Mar-05-18	Draft email to counsel to GM; call with Grant Thornton and Stikemans re: GM proposed payment and reconciliation with Receiver's numbers.	1.20	570.00	CF
	Working on reconciliation of claim of GM and Bionx and results of receiver's investigations; email regarding a possible meeting with counsel for GM and forwarding results of the receivers' investigations with backup.	1.80	1,080.00	SJW
Mar-06-18	Attend status call.	0.50	237.50	CF
	Preparing for and attending call with Receiver and counsel for Stronach Consulting; working on reconciliation of GM and Bionx claims; corresponding with GM counsel; reviewing first report.	2.90	1,377.50	CF
	Prepare for and attend update call with Receiver	4.20	2,520.00	SJW

	and counsel for Stronach Consulting; working on reconciliation of GM and Bionx claims; considering set-off and damage claim of GM and applicable case law; considering litigation strategy to maximize recovery under purchase orders for benefit of all stakeholders.			
Mar-07-18	Call with Stikemans and Grant Thornton re: update call; review GM owned spreadsheet on tooling and equipment and correspondence from K. Ferreira re: same.	0.80	380.00	CF
	Working on response to GM claim; reviewing GM backup documentation relating to tooling and equipment claim; correspondence with counsel for GM; considering litigation strategy to maximize recovering for stakeholders; preparing correspondence to counsel for GM; working on first report of receiver.	2.80	1,680.00	SJW
Mar-08-18	Call with Stikemans and Grant Thornton re: application of GM; various correspondence re: same.	0.90	427.50	CF
	Telephone conversations and email with counsel for GM with attempt to resolve outstanding issues; preparing for court hearing.	2.60	1,560.00	SJW
Mar-09-18	Reviewing and considering supplemental affidavit filed in support of GM claim and considering response of receiver.	5.50	3,300.00	SJW
Mar-10-18	Attending court hearing in attempt to resolve claims of GM; prepare for and attend update call; preparing email regarding timetable for remaining issues on GM motion for court hearing March 14, 2018; working on court reports in preparation for court hearing March 10; reviewing and considering court materials of GM and Factum and applicable case law; considering litigation strategy in response to GM; email with counsel for GM regarding scheduling matters and cross-examinations.	5.80	3,480.00	SJW
Mar-11-18	Various calls with J. Knight re: GM agreements and breakdown of phases; review GM agreements and invoices; review factum of GM re: possession of equipment; call with Grant Thornton and Stikemans to determine next steps and analysis of GM Agreements.	3.20	1,520.00	CF
Mar-12-18	Review and comment on First Report of the Receiver; various calls with J. Knight re: same; call with M. Creber and J. Knight re: final revisions to report; arrange for filing and service thereof; review factum of General Motors; call	5.90	2,802.50	CF

	with H. Murray re: factum of Stronach Consulting.			
	Reviewing factum of GM; reviewing and commenting on first report of the receiver; telephone conversations with J. Knight and M. Creber.	6.50	3,900.00	SJW
Mar-13-18	Review Factum of Stronach Consulting; draft Notice of Motion of the Receiver for advice and direction; draft proposed form of Order; discussion with S. Weisz re: same; correspondence with K. Ferreira re: adjournment of motion; file and serve motion materials.	3.80	1,805.00	CF
	Attend hearing on the GM motion; call with Grant Thornton and Stikemans re: next steps.	1.50	712.50	CF
	Reviewing of Factum of Stronach Consulting; drafting of Notice of Motion of the Receiver for advice and direction; telephone discussions with C. Fell regarding same.	4.40	2,640.00	SJW
Mar-14-18	Prepare materials for Court; attend court hearing on GM motion to compel release of tooling and equipment and in respect of Receiver's motion for advice and direction.	7.50	3,562.50	CF
	Prepare for and attend court hearing regarding Receiver's motion for directions and GM's motion for interim possession under rule 44 and s 104 of Courts of Justice Act. Follow up on outstanding receivership matters. Discussion with counsel for Stronach Consulting; working on form of GM Undertaking and email with GM	8.00	4,800.00	SJW
Mar-15-18	Review and comment on solicitation letter; review and comment on question & answer; call with K. Ferreira re: next steps; review undertaking; status call with Grant Thornton; discussion with S. Weisz re: 9:30 scheduling; review decision of Justice Pitillo.	1.80	855.00	CF
	Preparing for court hearing and negotiating form of undertaking and order for release of Beta program items under applicable PO.	5.80	3,480.00	SJW
Mar-16-18	Attend court hearing on GM undertaking; review proposed order and respond to emails from GM; Review and comment on solicitation letter and answers to questions.	3.70	1,757.50	CF
	Prepare for and attend court to finalize undertaking and Order for possession by GM. Follow up with Receiver; attend to outstanding receivership and sales process matters.	5.20	3,120.00	SJW

Mar-19-18	Attend Magna premises; review list of GM related items; discussion with Al Sawnosky re: same; discussion with A. Previte; review and comment on letter to Ford; discussion with Grant Thornton re: access to magna enclosures.	3.10	1,472.50	CF
Mar-20-18	Draft receipt of possession of Schedule A Items for GM; call with J. Knight re: issues with GM. Discussion with J. Knight re: Etron	1.20	570.00	CF
Mar-23-18	Drafting letter to Enron; emails to J. Knight.	0.80	380.00	CF
Mar-26-18	Discussion with receiver regarding ongoing instructions and response to GM claim and next steps.	0.60	360.00	SJW
Mar-27-18	Reviewing Asset Purchase Agreement and working on claims matter including resolution of GM dispute and responses of receiver; consider reconciliation and set-off issues.	0.40	240.00	SJW
Mar-29-18	Continue to review Asset Purchase Agreement; attend call with Grant Thornton re: next steps with GM. Review Forklift lease.	0.90	427.50	CF
	Conference call with GM.	0.60	360.00	SJW
Totals		147.90	\$80,340.00	
GST/HST on Fees			\$10,444.20	

DISBURSEMENTS

	Photocopy Expense	49.25
Feb-06-18	Searches - Corporate Due Diligence Search: 2384543 Ontario Inc.	419.80
Feb-07-18	Due Diligence Search: Bionx International Inc.	34.95
Mar-15-18	Process Server: to file First Report and Affidavit	45.00
Mar-16-18	Conference call charges	69.18
Mar-20-18	Process Server: to file Notice of Motion and Affidavit	85.00
	Process Server: to file Notice of Motion and Affidavit filing fee*	160.00
Mar-31-18	ACL Setup	95.00

Totals
GST/HST on Disbursements

\$958.18
\$103.76

Total Fees, Disbursements

\$91,846.14

Balance Due Now

\$91,846.14

THIS IS MY ACCOUNT HEREIN



Steven Weisz

/pcl
E. & O.E.

HST No. 86578 4003 RT0001

* Items are tax exempt or tax-free

METHODS OF PAYMENT

Certified drafts, money orders and cheques should be made payable to "Brauti Thorning Zibarras LLP" and delivered to 161 Bay Street, Suite 2900, Toronto, Ontario M5J 2S1.

Wiring Instructions

Royal Bank of Canada (Bank Code #3) 3300 Highway 7, Suite 100 (Transit #001920) Concord, ON L4K 4M3

Account Holder: Brauti Thorning Zibarras LLP

RBC Swift Code: ROYCCAT@

TERMS

Payment upon receipt. Interest as regulated by the Solicitors Act added to all accounts overdue 30 days or more. Any disbursements not posted to your account will be billed to you subsequently.

Brauti Thorning Zibarras LLP

161 Bay Street

Suite 2900

Toronto, ON M5J 2S1

Ph:416.362.456 Fax:416.362.8410

Grant Thornton Limited

June 07, 2018

200 King Street West, 11th Floor

P.O. Box 11

Toronto, Ontario M5H3T4

File #: 6083-001

Inv #: 38995

Attention: Mr. Michael Creber

RE: Bionx Canada Inc.

FEE SUMMARY**LEGAL PROFESSIONAL**

	HOURS	RATE	FEES
Caitlin Fell	10.30	\$475.00	\$4,892.50
Steven Weisz	12.10	\$600.00	\$7,260.00

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-02-18	E-mails to K. Ferreira re: scheduling of GM motion.	0.20	95.00	CF
	Working on sales process; e-mail with receiver; working on e-mail with counsel for GM re: offer and scheduling matters.	0.60	360.00	SJW
Apr-03-18	Attending BionX's chambers appointment.	1.20	720.00	SJW
Apr-04-18	Review e-mails from J. Knight re: GM dealings and reconciliation of GM claim numbers and e-mails re: BionX Europe.	0.40	190.00	CF
Apr-05-18	E-mails and calls with A. Previte re: Ford; call with Ford Credit re: disclaimer and e-mails re: Yale rental.	0.60	285.00	CF
Apr-09-18	Continue comments on Asset purchase agreement; e-mails to S. Weisz and H. Murray re: loan receivable owing from [REDACTED] call with M. Creber and J. Knight re: payment [REDACTED]	2.90	1,377.50	CF
	E-mail considerations re: payments to employees for termination and severance pay;	1.20	720.00	SJW

	e-mail with counsel for GM re: scheduling and mediation matters; conference call with receiver; review and consider memorandum re: employment matters prepared by receiver; reviewing documentation and e-mail re: loan to [REDACTED] and options and remedies.			
Apr-10-18	Working on Asset Purchase Agreement and consideration of loan receivable from [REDACTED] e-mail with receiver and reviewing e-mail from M. Wilets re: loan [REDACTED]	1.30	780.00	SJW
Apr-11-18	Various e-mails to A. Previte and H. Murray [REDACTED] debt and review Report of the receiver and reconciliation of GM claims.	0.80	380.00	CF
	Considerations re: loan receivable from [REDACTED] and possible set off issues; reviewing and considering supplement to first receiver's Report.	0.70	420.00	SJW
Apr-12-18	Review and comment on Report of the receiver; call with J. Knight; call with M. Creber and S. Weisz re: Report of the receiver and comments thereto; follow-up on receivers supplement to the receiver's first Report and consideration of issues re: dispute with GM and attend conference call.	1.40	665.00	CF
	Discussions with counsel for GM re: scheduling matters and delivery of receiver's Report.	0.30	180.00	SJW
Apr-16-18	Finalize comments on asset purchase Agreement and e-mails to J. Knight re: Grandall.	1.20	570.00	CF
Apr-17-18	E-mails re: comments on asset purchase Agreement and call with H. Murray.	0.90	427.50	CF
Apr-18-18	Review and consider GM proposal; reviewing GM court material; draft receiver's Report and considering litigation strategy.	0.60	360.00	SJW
Apr-19-18	Review GM proposal.	0.50	237.50	CF
	E-mail with receiver; review rental Agreements and considering validity of claim of Yale Industrial over forklift; follow-up on claims related matters; reviewing Motion Record of receiver from Stikeman Elliott LLP re: receiver seeking an Order directing receiver to pay certain employee entitlements to employees previously engaged by BionX to funds to be advanced by Stronach Consulting Corp.; e-mail re: GM offer and response receiver.	0.60	360.00	SJW
Apr-20-18	Reviewing Motion Record; review and consider offer from GM; e-mail and attend conference call to review and consider GM offer.	0.80	480.00	SJW

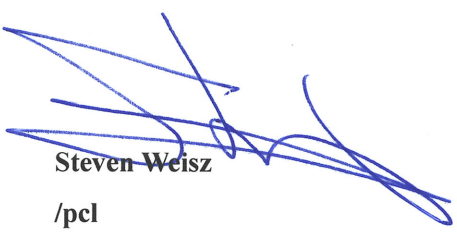
Apr-23-18	E-mails from A. Previte and review correspondence from suppliers.	0.60	285.00	CF
	Review letter and claim of [REDACTED] [REDACTED] consider response and e-mail with receiver.	0.30	180.00	SJW
Apr-24-18	Review correspondence re: dates and consider response; reviewing correspondence relating to Michelin and considering draft response of receiver; review and considering term sheets re: potential settlement with GM.	0.90	540.00	SJW
Apr-25-18	Reviewing and considering potential settlement with GM and negotiation of terms.	0.30	180.00	SJW
Apr-26-18	Follow-up on issues re: GM settlement; discussions with receiver re: status of file on GM settlement and motion April 30, 2018 re: payments to employees.	0.80	480.00	SJW
Apr-27-18	Reviewing and considering term sheet setting out a business arrangement between receiver and GM; considering form of agreements; reviewing court materials for motion to approve payment to employees funded by Stronach Consulting and considering receiver's position.	0.80	480.00	SJW
Apr-28-18	Drafting letter to Vale Trucking re: forklift and e-mail to A. Previte re: same.	0.80	380.00	CF
Apr-30-18	Attend court hearing for Order approving funding by Stronach Consulting in payment to employees of priority and unsecured claims; discussions with H. Murray and M. Creber; follow-up on GM settlement and arrangements; e-mail with receiver and counsel for GM; phone discussion with GM counsel re: business arrangements settled between GM and the receiver.	1.70	1,020.00	SJW
Totals		22.40	\$12,152.50	
GST/HST on Fees			\$1,579.83	

DISBURSEMENTS

Apr-16-18	Conferencing call charge (March 29, 2018)	8.92
	Conferencing call charge (April 3, 2018)	21.24
	Conferencing call charge (April 9, 2018)	6.84

Totals	\$37.00	
GST/HST on Disbursements	\$4.81	
Total Fees, Disbursements		\$13,774.14
Balance Due Now		\$105,620.28

THIS IS MY ACCOUNT HEREIN



Steven Weisz

/pcl

E. & O.E.

HST No. 86578 4003 RT0001

* Items are tax exempt or tax-free

METHODS OF PAYMENT

Certified drafts, money orders and cheques should be made payable to "Brauti Thorning Zibarras LLP" and delivered to 161 Bay Street, Suite 2900, Toronto, Ontario M5J 2S1.

Wiring Instructions

Royal Bank of Canada (Bank Code #3)

ACCOUNT # 1128768, 3300 Highway 7, Suite 100 (Transit #001920) Concord, ON L4K 4M3

Account Holder: Brauti Thorning Zibarras LLP

RBC Swift Code: ROYCCAT2

TERMS

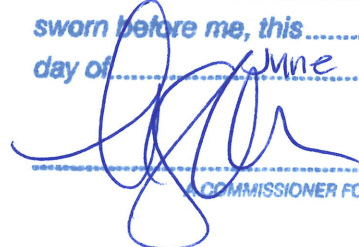
Payment upon receipt. Interest as regulated by the Solicitors Act added to all accounts overdue 30 days or more. Any disbursements not posted to your account will be billed to you subsequently.

EXHIBIT "B"

Summary of Timekeepers		
Lawyer	Year of Call	Hourly Rate
Caitlin Fell, Partner	2011	\$475.00
Steven Weisz, Partner	1991	\$600.00

Billing Summary		
February 1, 2018 to April 30, 2018		
	Total Hours for Caitlin Fell:	77.5
	Total Professional Fees for Caitlin Fell:	\$36,812.50
	Total Hours for Steven Weisz:	92.8
	Total Professional Fees for Steven Weisz:	\$55,680.00
	Total Hours:	170.3
	Average Hourly Rate:	\$543.11
	Total Professional Fees	\$92,492.50
	Disbursements	\$976.77
	Subtotal	\$93,469.27
	HST	\$12,151.01
	TOTAL	\$105,620.28

This is Exhibit B referred to in the
affidavit of Caitlin Fell
sworn before me, this 7th
day of June 2018


.....
COMMISSIONER FOR TAKING AFFIDAVITS

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B3, AS AMENDED, AND SECTION
101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

Court File No.: CV-18-592741-00CL

STRONACH CONSULTING CORP.

Applicant

-and-

BIONX INC.
Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

MOTION RECORD
VOLUME 2 OF 2
(Motion for Advice and Direction)

BRAUTI THORNING ZIBARRAS LLP

161 Bay Street, Suite 2900
Toronto, ON M5J 2S1

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LSUC No. 60001H
cfell@btzlaw.ca

Tel: 416.362.4567
Fax: 416.362.8410

Lawyers for the Court-Appointed Receiver