

## TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Bankruptcy Court Order Releasing Liens (Authorizing Sale Free and Clear of Liens, Claims and Interests)			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Chemical Bank		03/05/2009	CORPORATION: NEW YORK
	Roynat Business Capital, Inc., as Administrative Agent and Collateral Agent		03/05/2009	CORPORATION: DELAWARE
	National City Business Credit, Inc.		03/05/2009	CORPORATION: OHIO
	National City Business Credit, Inc.		03/05/2009	National Banking: UNITED STATES
RECEIVING PARTY DATA				
Name:	Interlake Material Handling, Inc.			
Street Address:	1240 East Diehl Road			
City:	Naperville			
State/Country:	ILLINOIS			
Postal Code:	60563			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	0861551	INTERLAKE	
	Registration Number:	0863646	INTERLAKE	
	Registration Number:	1324610	SELECTA-FLO	
CORRESPONDENCE DATA				
Fax Number:				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Email:	rebecca.lederhouse@bakermckenzie.com, colleen.brennan@bakermckenzie.com			
Correspondent Name:	Rebecca Lederhouse			

Address Line 1: 300 East Randolph Street, Suite 5000  
Address Line 2: Baker & McKenzie LLP  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	22115210-000100
NAME OF SUBMITTER:	Rebecca Lederhouse
Signature:	/rebecca lederhouse/
Date:	01/17/2013

**Total Attachments: 51**

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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

In re: ) Chapter 11  
 )  
Interlake Material Handling, Inc., *et al.*,<sup>1</sup> ) Case No. 09-10019 (KJC)  
 )  
Debtors. ) Joint Administration Requested

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Ref. No. 27

**ORDER AUTHORIZING AND APPROVING (A) ACQUISITION AGREEMENT,  
(B) SALE OF CERTAIN ASSETS AND INTERESTS FREE AND CLEAR OF LIENS,  
CLAIMS AND INTERESTS, (C) ASSUMPTION AND ASSIGNMENT OF CERTAIN  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (D) RELATED RELIEF**

Upon the Motion of The Debtors' For Orders (I)(A) Approving Bid Procedures For The Sale Of Substantially All The Debtors' Assets, (B) Scheduling The Auction, (C) Authorizing Payment Of The Break-Up Fee And Expense Reimbursement, (D) Approving The Deposit Escrow Agreement (E) Scheduling The Sale Hearing, (E) Approving The Assumption And Assignment Procedures Related To The Sale And (F) Approving The Form Of The Sale Notice; And (II) (A) Authorizing The Sale Of Such Assets Free And Clear Of Liens, Claims, Encumbrances, And Other Interests; (B) Authorizing And Approving Purchase Agreement; (C) Approving The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases Related Thereto; And (D) Granting Related Relief dated January 6, 2009 [Docket No. 27] (the "Sale Motion")<sup>2</sup>, notice of the Sale Motion being proper and sufficient and all interested parties having been afforded an opportunity to be heard with respect to the Sale

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Interlake Material Handling, Inc. (9435); United Fixtures Company, Inc. (2048); UFC Interlake Holding Co. (9905), and Conco-Tellus, Inc. (9950). The address for all of the Debtors is 1230 E. Diehl Road, Suite 400, Naperville, Illinois 60563, except for United Fixtures Company, Inc., whose address is 4300 Quality Drive, South Bend, Indiana 46628.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale Motion, Acquisition Agreement, Transition Services Agreement or Escrow Agreement, as applicable.

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Motion; and upon review and consideration of (i) the Sale Motion, (ii) objections thereto, if any, (iii) arguments of counsel and evidence proffered or adduced at the hearing on the Sale Motion, if any (the "Sale Hearing"); and (iv) the docket and proceedings in the above-captioned cases (the "Chapter 11 Cases"); and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest:

THE COURT FINDS THAT:<sup>3</sup>

A. This Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 Cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Sale Motion are Bankruptcy Code §§ 105, 363 and 365, and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014. Consummation of the transactions contemplated by this Order and the Acquisition Agreement (the "Proposed Sale") is legal, valid and properly authorized under the foregoing statutory predicates and all applicable requirements of such provisions have been complied with in respect of the Proposed Sale.

C. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004 and 6006, and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just

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<sup>3</sup> Regardless of the heading under which they appear, any (1) findings of fact that constitute conclusions of law shall be conclusions of law and (2) conclusions of law that constitute findings of fact shall be findings of fact. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are incorporated herein to the extent not inconsistent herewith.

reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

D. Actual notice of the Sale Motion, Sale Hearing, the Auction, the Proposed Sale and the assumption and assignment of the Assigned Contracts, and a reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including, but not limited to: (i) the United States Trustee; (ii) counsel to National City Business Credit, Inc.; (iii) counsel to Roynat Business Capital, Inc.; (iv) counsel to the Purchaser; (v) all parties known or reasonably believed to have asserted an Encumbrance on any of the Acquired Assets and/or Interests; (vi) the counterparties to each of the Assigned Contracts; (vii) all persons or entities known or reasonably believed to have expressed an interest in acquiring the Acquired Assets and/or Interests; (viii) all taxing authorities having jurisdiction over any of the Acquired Assets; (ix) the Attorneys General in the States where the Acquired Assets and Interests are located; (x) the United States Environmental Protection Agency and comparable State agencies where the Acquired Assets are located; (xi) the Debtors' thirty largest creditors; and (xii) all parties that have requested personal notice pursuant to Bankruptcy Rule 2002 (the "Notice Parties").

E. The Debtors published notice of the Sale, the time and place of the proposed Auction, and time and place of the Sale Hearing in The Wall Street Journal on January 27, 2009.

F. In accordance the provisions of the Bid Procedures Order and Assumption & Assignment Procedures, the Debtors have served notice of the Cure Amounts (the "Cure Notice") upon each counterparty to an Assigned Contract that the Debtors seek to assume and assign to the Purchaser on the Closing Date. The service of such Cure Notice was good, sufficient and appropriate under the circumstances and no further notice need be given in respect

of establishing a Cure Amount for the respective Assigned Contract. Counterparties to Assigned Contracts have had an opportunity to object to the Cure Amount set forth in the Cure Notice.

G. As evidenced by the affidavits of service filed with the Court in the Chapter 11 Cases, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, the Sale Hearing and the Proposed Sale has been provided in accordance with Bankruptcy Code §§ 102(1), 363 and 365 and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Debtors also have complied with all obligations to provide notice of the Sale Motion, the Auction, the Sale Hearing and the Proposed Sale as required by the Bid Procedures Order. The foregoing notice described in paragraphs D through G hereof was good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Auction, the Sale Hearing and the Proposed Sale or the assignment of the Assigned Contracts is required.

H. The Purchaser is not an "insider" of the Debtors, as that term is defined in the Bankruptcy Code.

I. Purchaser is purchasing the Acquired Assets and Interests in good faith and is a good faith buyer within the meaning of Bankruptcy Code § 363(m), and is therefore entitled to the protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (1) Purchaser recognized that the Debtors<sup>h</sup> were free to deal with any other party interested in acquiring the Acquired Assets and Interests; (2) Purchaser complied with the provisions in the Bid Procedures Order; (3) Purchaser agreed to subject its bid to the competitive bidding procedures set forth in the Bid Procedures Order; (4) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Proposed Sale have been disclosed; (5) Purchaser has not violated Bankruptcy Code § 363(n) by any action or inaction; (6) no common identity of directors or

controlling stockholders exists between the Purchaser and the Debtors; and (g) the negotiation and execution of the Acquisition Agreement and other agreements or instruments related thereto was at arm's-length and in good faith.

J. The Debtors conducted an auction process in accordance with, and have otherwise complied in all respects with, the Bid Procedures Order. Although no auction was held, the date, time and manner of the potential auction was duly noticed.

K. The Acquisition Agreement constitutes the highest and best offer for the Acquired Assets and Interests, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternatives. The Debtors' determination that the Acquisition Agreement constitutes the highest and best offer for the Acquired Assets and Interests constitutes a valid and sound exercise of the Debtors' business judgment.

L. The Acquisition Agreement represents a fair and reasonable offer to purchaser the Acquired Assets and Interests under the circumstances of the Chapter 11 Cases. No other party has offered to purchase the Acquired Assets and Interests for greater economic value to the Debtors' estate than the Purchaser.

M. The Escrow Agreement is integral to the Acquisition Agreement and the purpose of the Escrow Agreement is to act as a source of funds to secure any Indemnity Claims of the Purchaser Indemnitees.

N. The Transition Services Agreement is integral to the Acquisition Agreement and represents a fair and reasonable offer for the Service Providers to provide the Services to the Sellers. No other party has offered to provide similar services for greater economic value to the Debtors' estate than the Service Providers.



O. Approval of the Sale Motion, the Acquisition Agreement, the Transition Services Agreement and the Escrow Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

P. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Proposed Sale prior to, and outside of, a plan of reorganization.

Q. The consideration provided by the Purchaser pursuant to the Acquisition Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the United States, any state, territory, possession or the District of Columbia.

R. The charges, fees and cost reimbursements set forth on Schedule A to the Transition Services Agreement constitute reasonably equivalent value and fair consideration for the corresponding Services under the Bankruptcy Code and the laws of the United States, any state, territory, possession or the District of Columbia.

S. The Debtors have full corporate power and authority to execute and deliver the Acquisition Agreement, the Transition Services Agreement, the Escrow Agreement<sup>4</sup> and all other documents contemplated thereby, and no further consents or approvals are required for the Debtors to consummate the transactions contemplated by the Acquisition Agreement.

T. The transfer the Acquired Assets and Interests to the Purchaser will be as of the Closing Date a legal, valid and effective transfer of such assets and interests, and vests or will vest in the Purchaser all right, title and interest of the Debtors to the Acquired Assets and

Interests free and clear of all Encumbrances accruing, arising or relating to any time prior to the Closing Date, except for any Assumed Liabilities under the Acquisition Agreement.

U. The Debtors may sell the Acquired Assets and Interests free and clear of all Encumbrances (except for Assumed Liabilities under the Acquisition Agreement) because, in each case, one or more of the standards set forth in Bankruptcy Code § 363(f)(1)-(5) has been satisfied. Those holders of Encumbrances against the Debtors, their estates or any of the Acquired Assets or Interests who did not object, or who withdrew their objections, to the Proposed Sale or the Sale Motion are deemed to have consented to the Proposed Sale free and clear of their interest pursuant to Bankruptcy Code § 363(f)(2). Those holders of Encumbrances that objected fall within one or more of Bankruptcy Code 363(f)(1), (3)-(5) and are adequately protected by having their Encumbrances attach to that portion of the cash proceeds of the Proposed Sale attributable to their Encumbrances, in the same order of priority, with the same validity, force and effect that such holder had prior to the Proposed Sale.

V. The assumption and assignment of the Assigned Contracts pursuant to the terms of this Order is integral to the Acquisition Agreement and is in the best interests of the Debtors and their estates, their creditors and other parties in interest, and represents the reasonable exercise of the Debtors' sound business judgment.

W. The respective amounts set forth in the Contract & Cure Schedule are the sole amounts necessary under Bankruptcy Code § 365 to cure all monetary defaults and pay all actual pecuniary losses under the respective Assigned Contract.

X. The Debtors and/or the Purchaser have (i) cured and/or provided adequate assurance of cure of any default existing prior to the Closing Date under any of the Assigned Contracts, within the meaning of Bankruptcy Code § 365(b)(1)(A); and (ii) provided

compensation or adequate assurance of compensation to any party for actual pecuniary loss to such party resulting from a default prior to the Closing Date under any of the Assigned Contracts, within the meaning of Bankruptcy Code § 365(b)(1)(B).

Y. The Debtors and/or the Purchaser have provided adequate assurance of future performance under the Assigned Contracts within the meaning of Bankruptcy Code § 365(b)(1)(C), (b)(3) (to the extent applicable) and (f)(2)(B).

Z. To maximize the value of the Acquired Assets and Interests and preserve the viability of the businesses to which the Acquired Assets and Interests relate, it is essential that the Proposed Sale of the Acquired Assets and Interests occur within the time constraints set forth in the Acquisition Agreement. Time is of the essence in consummating the Proposed Sale.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Sale Motion is approved in its entirety and the relief sought therein is granted.

2. All objections to the relief requested in the Sale Motion that have not been withdrawn, waived or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, are overruled except as otherwise set forth herein.

3. The Acquisition Agreement (including the amendment thereto attached hereto as Exhibit A), Transition Services Agreement, Escrow Agreement and all other ancillary documents, and all of the terms and conditions thereof, are approved.

4. Pursuant to Bankruptcy Code § 363(b), the Debtors are authorized, empowered and directed to take any and all actions necessary or appropriate to (i) consummate the Proposed Sale of each of the Acquired Assets and Interests to the Purchaser pursuant to and in accordance with the terms and conditions of the Acquisition Agreement, (ii) close the Proposed

Sale as contemplated in the Acquisition Agreement and this Order and (iii) execute and deliver, perform under, consummate, implement and close fully the Acquisition Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Acquisition Agreement and the Proposed Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Acquisition Agreement and such ancillary documents.

5. The terms and provisions of this Order shall be binding in all respects upon the Purchaser and Debtors, any trustees thereof, the estates, creditors and shareholders of the Debtors, all interested parties and their respective successors and assigns, including without limitation, any creditor asserting a lien in the Acquired Assets and Interests and all non-debtor counterparties to the Assigned Contracts.

6. Pursuant to Bankruptcy Code §§ 105(a), 363(f) and 365, the Debtors are authorized and directed to transfer the Acquired Assets and Interests on the Closing Date. Such Acquired Assets and Interests shall be transferred to the Purchaser upon and as of the Closing Date and such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets and Interests and, upon the Debtors' receipt of the Cash Purchase Price *less* the Escrow Amount, shall be free and clear of all Encumbrances (except Assumed Liabilities) with all such Encumbrances to attach to the net proceeds of the Proposed Sale with the same validity, priority, force and effect that they had as against such Acquired Assets or Interests prior to the Closing.

7. Except as expressly permitted or otherwise specifically provided by the Acquisition Agreement or this Order, all parties holding Encumbrances or interests in any Acquired Assets or Interests (except Assumed Liabilities) arising under or out of, in connection

with, or in any way relating to the Debtors, the Acquired Assets and Interests, the operation of the Debtors' businesses prior to the Closing Date or the transfer of the Acquired Assets and Interests to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser or its successors or assigns, their property or the Acquired Assets and Interests, such parties' interests in and to any Acquired Assets or Interests. On the Closing Date, each creditor is authorized and directed to execute such documents and take all other actions as may be necessary to release Encumbrances (except Assumed Liabilities) on the Acquired Assets and Interests, if any, as provided for herein, as such Encumbrances may have been recorded or may otherwise exist.

8. All parties are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets or Interests to the Purchaser in accordance with the terms of the Acquisition Agreement and this Order.

9. All parties that are in possession of some or all of the Acquired Assets or Interests on the Closing Date are directed to surrender possession of such Acquired Assets or Interests to the Purchaser or its assignee at the Closing.

10. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel the Encumbrances and other liens of record.

11. If any party which has filed statements or other documents or agreements evidencing Encumbrances on, or interests in, the Acquired Assets or Interests shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Encumbrances which the party has or may assert with respect to the Acquired Assets or Interests,

*necessary to evidence the release*

the Debtors are authorized and directed, and the Purchaser is authorized, to execute and file such statements, instruments, ~~releases necessary to evidence the release~~ and other documents on behalf of such person or entity with respect to the Acquired Assets or Interests.

12. This Order is and shall be binding upon and govern the acts of all parties, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other parties who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Acquisition Agreement.

13. Funds to be deposited in the Escrow Account are not property of the Debtors or their estates in the above-captioned chapter 11 case and shall not be property of any debtor estate in any subsequent proceeding under chapter 7 of the Bankruptcy Code.

14. Upon the Closing, the Debtors are authorized and directed to assume and assign each of the Assigned Contracts to the Purchaser free and clear of all Encumbrances. The payment of the applicable Cure Amounts (if any) shall (a) effect a cure of all defaults existing thereunder, whether monetary or otherwise, as of the Closing Date, (b) compensate for any actual pecuniary loss to such non-Debtor party resulting from such default and (c) together with the assumption of the Assigned Contracts by the Purchaser, constitute adequate assurance of future performance thereof. The Purchaser shall then have assumed the Assigned Contract and,

pursuant to Bankruptcy Code § 365(f), the assignment by the Debtors of such Assigned Contracts shall not be a default thereunder. After the payment of the relevant Cure Amounts, neither the Debtors nor the Purchaser shall have any further liabilities to the non-Debtor parties to the Assigned Contracts other than the Purchaser's obligations under the Assigned Contracts that become due and payable on or after the Closing Date.

15. Any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract or allow the non-Debtor party to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition, upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under Bankruptcy Code §§ 363 and 365 for the assumption of the Debtors and assignment to the Purchaser of the Assigned Contracts have been satisfied. Upon the Closing, in accordance with Bankruptcy Code §§ 363 and 365, the Purchaser shall be fully and irrevocably vested with all rights, title and interest of the Debtors under the applicable Assigned Contracts.

16. The Assigned Contracts shall, as of the Closing Date, be valid and binding on the Purchaser and the other non-Debtor counterparties thereto, and in full force and effect and enforceable in accordance with their respective terms. Following such assignment, the Debtors shall be relieved, pursuant to Bankruptcy Code § 365(k), from any further liability under the Assigned Contracts.

17. Pursuant to Bankruptcy Code §§ 105(a), 363 and 365, all parties to the Assigned Contracts are forever barred and enjoined from raising or asserting against the Purchaser any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising

under or related to the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing.

18. Effective upon the Closing Date, all parties are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Purchaser, its successors and assigns, or the Acquired Assets or Interests, with respect to any (a) Encumbrances arising under, out of, in connection with or in any way relating to the Debtors, the Purchaser, the Acquired Assets or Interests, or the operation of the Acquired Assets or Interests prior to the Closing, or (b) successor liability, under any theory and through any of the following means: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Purchaser, its successors, assets or properties; (iii) creating, perfecting or enforcing any Encumbrances or other liens against the Purchaser, its successors, assets or properties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchaser or its successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (v) revoking, terminating or failing or refusing to issue or renew any license, permit or authorization to operate any of the Acquired Assets or Interests conduct any of the businesses operated with the Acquired Assets or Interests.

19. Except for the Assumed Liabilities or as otherwise expressly provided for in this Order or the Acquisition Agreement, the Purchaser shall not have any liability or other



obligation of the Debtors arising under or related to the Acquired Assets or Interests. Without limiting the foregoing, and except as otherwise specifically provided herein or in the Acquisition Agreement, the Purchaser shall not be liable for any claims against the Debtors or any of its predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including without limitation, any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including without limitation, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets or Interests prior to the Closing. The Purchaser has given substantial consideration under the Acquisition Agreement for the benefit of the holders of Encumbrances. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Encumbrances against the Debtors or the Acquired Assets or Interests.

20. The transactions contemplated by the Acquisition Agreement, Transition Services Agreement and Escrow Agreement are undertaken by the Purchaser without collusion and in good faith, as that term is defined in Bankruptcy Code § 363(m), and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Proposed Sale shall not affect the validity of the Proposed Sale (including the assumption and assignment of the Assigned Contracts), unless such authorization and such Proposed Sale are duly stayed pending such appeal.

21. Nothing in this Order shall be deemed to affect the application of section 363(o) of the Bankruptcy Code.

22. Nothing in this Order or the Acquisition Agreement, Transition Services Agreement or Escrow Agreement approves or provides for the transfer to Purchaser of any avoidance claims (whether under chapter 5 of the Bankruptcy Code or otherwise) of the Debtors' estates.

23. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Proposed Sale.

24. There are no brokers involved in consummating the Proposed Sale and no brokers' commissions are due.

25. The failure specifically to include any particular provision of the Acquisition Agreement, Transition Services Agreement or Escrow Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Acquisition Agreement, Transition Services Agreement and Escrow Agreement be authorized and approved in their entirety.

26. The Acquisition Agreement, Transition Services Agreement, Escrow Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

27. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 6006, 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable.

28. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

29. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Motion in these Chapter 11 Cases, the terms of this Order shall govern.

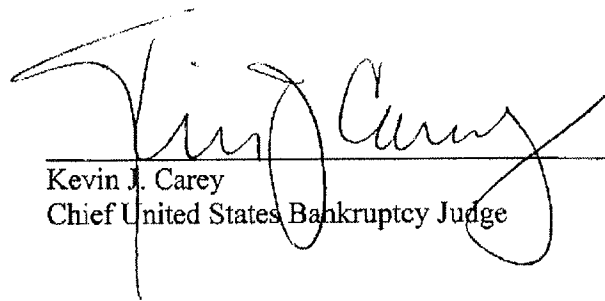
30. Nothing in this Order or the Acquisition Agreement releases, nullifies, or enjoins the enforcement against the Purchaser by the Environmental Protection Agency or any governmental unit under police and regulatory statutes or regulations authorized to enforce environmental laws of the United States or related regulations of any liability to such governmental unit under environmental laws of the United States or related regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Order. Nothing in this Order or the Acquisition Agreement authorizes the transfer or assignment to the Purchaser of any license, permit, registration, authorization, or approval of or with respect to a governmental unit concerning environmental laws of the United States or related regulations without the Purchaser's compliance with all applicable legal requirements under nonbankruptcy law governing such transfers or assignments. Nothing in this Order or the Acquisition Agreement relieves or excuses the Purchaser from any legal obligations to obtain and comply with environmental permits necessary to operate facilities.

31. This Court shall retain jurisdiction to resolve any dispute relating to the interpretation of the terms and conditions of the Acquisition Agreement, Transition Services Agreement, Escrow Agreement and this Order. To the extent any provisions of this Order shall be inconsistent with the Sale Motion, the terms of this Order shall control.

32. Section 1.1(b)(iv) is hereby clarified that any rights and claims of the Sellers arising before the Closing against any directors, officers or other insiders, including any insurance claims with respect thereto, shall be deemed not to be "relating to the business" and therefore not an Acquired Asset as that term is defined therein.

33. The proceeds of the sale shall be transferred to the Agent and the DIP Lenders. The mere fact that such transfer has occurred shall not impair or prejudice the rights and remedies of the Committee, the Agent or the DIP Lenders pursuant to the Final DIP Order.

Date: March 5, 2009



Kevin J. Carey  
Chief United States Bankruptcy Judge

# EXHIBIT A

TRADEMARK

REEL: 004945 FRAME: 0113

AMENDMENT NO. 1  
TO  
ACQUISITION AGREEMENT

This Amendment No. 1 to Acquisition Agreement (this "Amendment") is made and entered into as of March 4, 2009, by and among UFC Interlake Holding Co., a Delaware corporation ("UFC"), United Fixtures Company, Inc., a Delaware corporation ("United Fixtures"), Interlake Material Handling, Inc., a Delaware corporation ("Interlake"), and Conco-Tellus Inc., a Delaware corporation ("Conco-Tellus", along with UFC, United Fixtures and Interlake, the "Sellers", and each a "Seller"), and Mecalux USA, Inc., a Delaware corporation (the "US Purchaser") and Mecalux Mexico S.A. de C.V., a Mexican corporation (the "Mexican Purchaser", together with the US Purchaser, the "Purchasers" and each a "Purchaser").

RECITALS:

A. Purchasers and the Sellers entered into that certain Acquisition Agreement dated as of December 31, 2008 (as amended from time to time, the "Acquisition Agreement"); and

B. The parties hereto now desire to amend the Acquisition Agreement in accordance with Section 8.7 of the Acquisition Agreement as hereinafter provided.

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

**AGREEMENT**

1. Amendments.

1.1 Section 1.1(b)(i).

(a) Each of the following Contracts is hereby deleted from Schedule 1.1(b)(i) to the Acquisition Agreement:

(i) "9. Vendor Managed Inventory Program Agreement, by and between Field Fastener and United Fixtures/Interlake, dated June 28, 2007"; and

(ii) "11. Supply Agreement, by and between The Valspar Corporation and UFC Interlake Holding Co. and its subsidiaries, dated October 18, 2007"

(b) Each of the following Contracts is hereby added to Schedule 1.1(b)(i) to the Acquisition Agreement:

(i) "Powerware Agreement, dated as of February 13, 2007, by and between Interlake Material Handling, Inc. and Eaton Electrical Inc";

(ii) "Amendment to Truck Lease & Service Agreement (TLSA); Schedule A, dated as of December 22, 2006, by and between United Fixtures Company, Inc. and Ryder Rental, Inc., d/b/a Ryder Transportation Services, with Truck Lease & Service Agreement (TLSA) Schedule A, dated as of December 22, 2006";

(iii) "Vendor Purchase Order—Schmidt Structural - XLRO-1569 (Interlake Material Handling, Inc.)"; and

(iv) "Vendor Purchase Order— Up-Rite Systems - XLRO-1568 (Interlake Material Handling, Inc.)".

(c) Item number 15 on Schedule 1.1(b)(i) to the Acquisition Agreement is hereby amended and restated in its entirety as follows:

"All purchase orders of the Sellers from customers outstanding as of the Closing Date."

(d) Item number 16 on Schedule 1.1(b)(i) to the Acquisition Agreement is hereby amended and restated in its entirety as follows:

"Those vendor purchase orders set forth on this Schedule 1.1(b)(i) (see attached)."

(e) Schedule 1.1(b)(i) to the Acquisition Agreement is hereby amended by (i) deleting the existing schedule of customer purchase orders, (ii) deleting the existing schedule of vendor purchase orders and (iii) attaching the list of vendor purchase orders set forth on Annex 1 hereto in lieu thereof.

1.2 Section 7.2. Section 7.2 of the Acquisition Agreement is hereby amended and restated in its entirety as follows:

"Termination by Either the Purchasers or the Sellers. This Agreement may be terminated at any time prior to the Closing Date by either the Purchasers or the Sellers if the Closing Date shall not have occurred on or before March 10, 2009 (the "Termination Date"); provided, that the right to terminate this Agreement pursuant to this Section 7.2 shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of the failure of the Closing Date to have occurred on or prior to such date."

1.3 Section 7.3(a)(iii). Section 7.3(a)(iii) of the Acquisition Agreement is hereby amended and restated in its entirety as follows:

"(iii) if the Sale Order shall not have been entered by Bankruptcy Court on or prior to March 9, 2009, and as of the time of such termination has not been entered;"

1.4 Sellers Disclosure Schedule. Schedule 3.9 of the Sellers Disclosure Schedule is hereby amended to include the nineteen (19) pages attached hereto as Annex 2.

2. No Implied Amendments: Effective Date. Except as amended herein, all terms and provisions contained in the Acquisition Agreement shall remain in full force and effect. Each of the parties hereto agrees that the amendments to the Acquisition Agreement contained herein shall be effective upon the execution of this Amendment by each party hereto. On and after the date hereof, each reference in the Acquisition Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Acquisition Agreement shall mean the Acquisition Agreement as amended by this Amendment.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may be delivered to the parties hereto by facsimile or electronic transmission, with such facsimile or electronic transmission to be considered final and effective.

4. Defined Terms. Capitalized terms used herein that are not otherwise defined shall have the meanings set forth in the Acquisition Agreement.

5. Governing Law. This Amendment is to be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, without regard to conflict of laws principles that would require the application of the laws of any other jurisdiction.

[signature page follows]



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

MECALUX USA, INC.

By: \_\_\_\_\_

Name: José Luis Carrillo Rodríguez

Title: Authorized Representative

MECALUX MEXICO S.A. DE C.V.

By: \_\_\_\_\_

Name: José Luis Carrillo Rodríguez

Title: Authorized Representative

UFC INTERLAKE HOLDING CO.

By: \_\_\_\_\_

Name:

Title:

UNITED FIXTURES COMPANY, INC.

By: \_\_\_\_\_

Name:

Title:

INTERLAKE MATERIAL HANDLING, INC.

By: \_\_\_\_\_

Name:

Title:

Amendment No. 1 to Acquisition Agreement

TRADEMARK

REEL: 004945 FRAME: 0117

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

MECALUX USA, INC.

By: \_\_\_\_\_

Name:

Title:

MECALUX MEXICO S.A. DE C.V.

By: \_\_\_\_\_

Name:

Title:

UFG INTERLAKE HOLDING CO.

By: *Daniel P. Wilson*

Name: *Daniel P. Wilson*

Title: *President & CEO*

UNITED FIXTURES COMPANY, INC.

By: *Daniel P. Wilson*

Name: *Daniel P. Wilson*

Title: *President & CEO*

INTERLAKE MATERIAL HANDLING, INC.

By: *Daniel P. Wilson*

Name: *Daniel P. Wilson*

Title: *President & CEO*

Amendment No. 1 to Acquisition Agreement

TRADEMARK

REEL: 004945 FRAME: 0118

CONGO-TELLUS INC

By:

Daniel P. Wilson

Name: DANIEL P. WILSON

Title: PRESIDENT & CEO

Amendment No. 1 to Acquisition Agreement

TRADEMARK

REEL: 004945 FRAME: 0119

ANNEX 1

List of Assigned Customer POs and Vendor POs

CHI:2214377.3

Interlake Customer PO's >\$175k as of 3/3/09

<u>Customer</u>	<u>PO Number</u>	<u>Remaining Total Price</u>
Williamson Dickie	A120732	\$294,217
South Atlantic Systems Group	1830	\$843,979
Malin Integrated Group	NC090004	\$405,582
Malin Integrated Group	NC0900004	\$175,130
Ermanco	P132855	\$683,913
BASF Corporation	4591396607	\$1,095,524
Hawkeye Material Handling	036681	\$209,105
Dillon Supply Co	21909AD	\$177,765
Iron Mountain	IM113488	\$580,811
Iron Mountain	IM112378	\$267,572
Iron Mountain	IM112376	\$281,232
Staples	SOW3	\$398,237
Staples	SOW4	\$266,269

UFC - National Store Fixtures  
Customer PO's >\$175k as of 3/3/09

Customer PO#	Customer	PO Amount
RB6108A	ORGILL INC	\$343,201
ID00318	PALLET RACK SUPPLY	\$211,124
273435	BJ's WHOLESALE CLUB, INC.	\$193,752

TRADEMARK

REEL: 004945 FRAME: 0122

Interlake de Mexico Customer PO's >\$175k as of 3/3/09

Fiscal Customer	Customer P.O.	\$ TOTAL
BIIX MANEJO DE MATERIALES S.A. DE C.V.	L300109-1	\$448,338

TRADEMARK

REEL: 004945 FRAME: 0123

Interlake Open Vendor Purchase Orders >\$175k as of 3/3/09

<u>PO</u>	<u>Vendor Code</u>	<u>Vendor Name</u>	<u>Value</u>
517054	S2067	FERALLOY CORP.	\$514,725
X705000	S0126	NUCOR STEEL - DARLINGTON	\$257,250



United Fixtures - National Store Fixtures  
Vendor Purchase Orders >\$175k as of 3/3/09

Po #	Vendor Name	Open Amt
None		

Interlake de Mexico Open POs over \$175k as of 3/3/09

Vendor	IKM P.O. Number	IKM P.O. Amount
Interroll Canada Limited	OC-3018	\$236,544

Annex 2

Attachment to Schedule 3.9 of the Sellers Disclosure Schedule

*See attached.*

CHI:2214377.3

TRADEMARK

REEL: 004945 FRAME: 0127

Matamoros, MX  
Fixed Assets at 11/30/08

Sys No	Description	Basis	Current Accum Depreciation	Net Book Value
000001	Kronos Time keeping system	6,534.18	6,534.18	\$ 0.00
000002	Kronos Time keeping system	4,576.18	4,576.18	0.00
000003	Dust shield for Work Stations	5,880.00	5,880.00	0.00
000004	Proyector 3M MP 8670 c35509	4,905.53	4,905.53	0.00
000005	5 Symantec PC anywhere 9.2 c36672	784.05	784.05	0.00
000006	Brother Intelli Fax 2600 BROPPF2600 sphdwe	616.45	616.45	0.00
000007	HP printer color laser jet c38803	2,125.15	2,125.15	0.00
000008	HP laser jet 815 on network c38998	2,510.15	2,510.15	0.00
000009	HP laser jet 815 on network c38998	2,510.15	2,510.15	0.00
000010	HP OFFICE JET 720 4 IN 1 COLOR PRINT C 38620 FAX	433.61	433.61	0.00
000011	HP office jet 720 4 in 1 colro print c 38620	433.61	433.61	0.00
000012	23 Percon Powerwedge Barcode Scanners - pecperfd00011	2,530.00	2,530.00	0.00
000013	22 ps/2 cable pecper0006100	374.00	374.00	0.00
000014	22 Percon Barcode Wands - pecperssvl08	1,254.00	1,254.00	0.00
000015	Wasp Barcode Fontware 10 user	423.00	423.00	0.00
000016	Bar code printers Datamax PECFAR-I4206E	1,285.91	1,285.91	0.00
000017	Bar code printers Datamax PECFAR-I4206E	1,285.91	1,285.91	0.00
000018	Bar code printers Datamax PECFAR-I4206E	1,285.91	1,285.91	0.00
000019	Bar code printers Datamax PECFAR-I4206E	1,285.91	1,285.91	0.00
000020	Bar code printers Datamax PECFAR-I4206E	1,285.91	1,285.91	0.00
000021	Bar code printers Datamax PECFAR-I4206E	1,285.91	1,285.91	0.00
000022	Bar code printers Datamax PECFAR-I4206E	1,285.91	1,285.91	0.00
000023	Bar code printers Datamax PECFAR-I4206E	1,285.91	1,285.91	0.00
000024	Bar code printers Datamax PECFAR-I4206E	1,285.91	1,285.91	0.00
000025	Superstack 3com 24 port switch	899.73	899.73	0.00
000026	Superstack 3com 24 port switch	899.73	899.73	0.00
000027	Superstack 3com 24 port switch	899.73	899.73	0.00
000028	Superstack 3com 24 port switch	899.73	899.73	0.00
000029	Superstack 3com 24 port switch	899.73	899.73	0.00
000030	Superstack 3com 24 port switch	899.77	899.77	0.00
000031	Microsoft vision 2000	1,810.00	1,810.00	0.00
000032	Autocad LT2000l	599.00	599.00	0.00
000033	HP Desk jet 932 c Printer c36299	144.00	144.00	0.00
000034	HP Desk jet 932 c Printer c36299	144.00	144.00	0.00
000035	HP Desk jet 932 c Printer c36299	144.00	144.00	0.00
000036	HP Desk jet 932 c Printer c36299	144.00	144.00	0.00
000037	HP Desk jet 932 c Printer c36299	144.00	144.00	0.00
000038	HP Desk jet 932 c Printer c36299	144.00	144.00	0.00
000039	Computer Service Tools	115.00	115.00	0.00
000040	Telco Coax Kit	210.00	210.00	0.00
000041	72" x 30 Heavy Duty Lan Station Gray	772.12	772.12	0.00
000042	72" x 30 Heavy Duty Lan Station Gray	772.12	772.12	0.00
000043	72" x 30 Heavy Duty Lan Station Gray	772.12	772.12	0.00
000044	HP photosmart c315se digital camera	270.00	270.00	0.00
000045	Sony Cybershot digital camera	556.45	556.45	0.00
000048	HP Laserjet 4100N laser network printer	1,549.60	1,549.60	0.00
000049	HP Laserjet 4100N laser network printer	1,549.60	1,549.60	0.00
000050	HP Jetdirect 610 Nprint server 10/100 EIO	309.00	309.00	0.00
000051	3M Proyector Transpncy TRE9085	356.48	356.48	0.00
000052	Ferr UPS 3.1KVA	2,974.40	2,974.40	0.00
000053	Black Batery Cabinet	997.40	997.40	0.00

Matamoros, MX  
Fixed Assets at 11/30/08

Sys No	Description	Basis	Current Accum Depreciation	Net Book Value
000054	Black Batery Cabinet	997.40	997.40	0.00
000055	Black Axxium 2000VA	820.40	820.40	0.00
000056	Black Axxium 2000VA	820.40	820.40	0.00
000057	HP Sure Store DAT 40e Tape Drive	1,586.47	1,586.47	0.00
000058	Contpaq Proliant DL380 rack-mount server	2,173.00	2,173.00	0.00
000059	LAT LS H500ST 12.1" TFT M	3,188.18	3,188.18	0.00
000060	LAT LS H500ST 12.1" TFT M	2,536.81	2,536.81	0.00
000061	Dell 800 GX110/Low Profile 133MHZ 4mb	1,181.50	1,181.50	0.00
000062	LAT LS H500ST 12.1" TFT M	3,188.18	3,188.18	0.00
000065	Die - Stamps for Beam Line	821.19	821.19	0.00
000066	Die - Stamps for Column Line	821.19	821.19	0.00
000067	1 Porta Fab Modular Building	4,037.00	1,551.27	2,485.73
000068	1 Porta Fab Modular Building	4,037.00	1,551.27	2,485.73
000069	1 Porta Fab Modular Building	4,037.00	1,551.27	2,485.73
000070	1 Porta Fab Modular Building	4,037.00	1,551.27	2,485.73
000071	Office Furniture	36,457.77	36,457.77	0.00
000072	Cafeteria Furniture	6,520.50	6,520.50	0.00
000073	Cafeteria Kitchen	16,636.82	16,636.82	0.00
000074	Forklift - Hyster S155XL 15,000 lb	32,500.00	32,500.00	0.00
000075	Forklift - Nissan mod BF03H35V ser BF03-920949	31,462.00	31,462.00	0.00
000076	Forklift - Nissan mod CPJ02A25PV ser CPJ02-9P8878	18,958.00	18,958.00	0.00
000077	Forklift - Nissan mod CUFJ02F30PV ser CUGJ02-9R2363	21,696.00	21,696.00	0.00
000078	Forklift - Nissan mod CUFJ02F30PV ser CUGJ02-9R2364	21,696.00	21,696.00	0.00
000079	Matamoros Facility Start Up Costs	410,019.59	410,019.59	0.00
000080	Beam Roll Form Mill (to be redistributed)	1,586,606.06	609,668.06	976,938.00
000081	Livonia magnetics Conveyor	18,900.00	7,262.50	11,637.50
000082	Tooling for Cut-off Blade	54,983.46	21,127.92	33,855.54
000083	Beam Weld Fixture	12,927.75	4,967.62	7,960.13
000084	Beam Weld Fixture	12,927.75	4,967.62	7,960.13
000085	Beam Weld Fixture	12,927.75	4,967.62	7,960.13
000086	Beam Weld Fixture	12,927.75	4,967.62	7,960.13
000087	Beam Line - Preparation for Installation	68,232.50	26,219.00	42,013.50
000088	Beam Line Engineering & Other Costs	19,822.76	7,617.11	12,205.65
000089	Semi Automatic 440 volt Cold Saw System for Cut Back	12,870.18	4,945.49	7,924.69
000090	American lift, 6000 capacity, 42"X61" deck, 36"vertical	28,152.00	10,817.66	17,334.34
000091	American lift, 12000 capacity, 36"X72" deck, 36"vertical	18,956.00	6,515.50	10,440.50
000092	Replacements part for Scissor Lifts	2,542.47	976.98	1,565.49
000093	Soft Rolls for Beam Line	963.08	370.10	592.98
000094	1 k1559-1 bench model u1010114379	1,700.00	653.27	1,046.73
000095	1 k1559-1 bench model u1010114381	1,700.00	653.27	1,046.73
000096	1 k1559-1 bench model u1010114380	1,700.00	653.27	1,046.73
000097	1 k1559-1 bench model u1010114411	1,700.00	653.27	1,046.73
000098	1 k1559-1 bench model u1010114413	1,700.00	653.27	1,046.73
000099	1 k1559-1 bench model u1001127985	1,700.00	653.27	1,046.73
000100	1 k1559-1 bench model u1001127996	1,700.00	653.27	1,046.73
000101	1 k1559-1 bench model u1001127997	1,700.00	653.27	1,046.73
000102	1 k1559-1 bench model u1001127987	1,700.00	653.27	1,046.73
000103	1 k1559-1 bench model u1001127988	1,700.00	653.27	1,046.73
000104	Welding Machines u1010227081	1,754.00	674.02	1,079.98
000105	Welding Machines u1010227078	1,754.00	674.02	1,079.98
000106	Welding Machines u1010227147	1,754.00	674.02	1,079.98

Matamoros, MX  
Fixed Assets at 11/30/08

Sys No	Description	Basis	Current Accum Depreciation	Net Book Value
000107	Welding Machines u1010227148	1,754.00	674.02	1,079.98
000108	Welding Machines u1010227083	1,754.00	674.02	1,079.98
000109	Welding Machines u1010227084	1,754.00	674.02	1,079.98
000110	Welding Machines u1010227143	1,754.00	674.02	1,079.98
000111	Welding Machines u1010227144	1,754.00	674.02	1,079.98
000112	Welding Machines u1010227087	1,754.00	674.02	1,079.98
000113	Welding Machines u1010227085	1,754.00	674.02	1,079.98
000114	Welding Machines - Final Assambley	4,463.00	1,714.98	2,748.02
000115	Beam Line Banders - Heavy Duty Steel Strapping Cart & Shears	3,104.00	1,192.77	1,911.23
000116	Smoke Exhaust System for Beam Weld	6,260.93	2,405.82	3,855.11
000117	Beam Line - Broker & Freight Fees	12,177.13	4,679.18	7,497.95
000118	Beam Line Unload Conveyor	5,624.02	2,161.10	3,462.92
000119	Portable Air Cooled Water Chiller - For Thermatool Welder	13,941.09	5,357.02	8,584.07
000120	Column Roll Form Line (to be redistributed)	865,544.10	332,593.31	532,950.79
000121	Frame weld Fixture	49,978.00	19,204.54	30,773.46
000122	Frame weld Fixture	49,978.00	19,204.54	30,773.46
000123	Frame weld Fixture	49,978.00	19,204.54	30,773.46
000124	Frame weld Fixture	49,978.00	19,204.54	30,773.46
000125	Semi Automatic 440volt Cold Saw for Cut Back	10,216.18	3,925.68	6,290.50
000126	Doringer Cold Saw Accessories, Coolants Blades etcà	2,654.00	1,019.85	1,634.15
000127	Lift Table - American Lift 12,000 capacity 36" 1hp Column Weld	8,478.00	3,257.75	5,220.25
000128	Lift Table - American lift, 12000 capacity,36"X72" deck, 36"vertical	16,956.00	6,515.50	10,440.50
000129	1 k1559-1 bench model u1010114414	1,700.00	653.27	1,046.73
000130	1 k1559-1 bench model u1010114412	1,700.00	653.27	1,046.73
000131	1 k1559-1 bench model u1010114409	1,700.00	653.27	1,046.73
000132	1 k1559-1 bench model u1010114410	1,700.00	653.27	1,046.73
000133	1 k1559-1 bench model u1010114407	1,700.00	653.27	1,046.73
000134	1 k1559-1 bench model u1010114408	1,700.00	653.27	1,046.73
000135	1 k1559-1 bench model u1001127987	1,700.00	653.27	1,046.73
000136	1 k1559-1 bench model u1001127989	1,700.00	653.27	1,046.73
000137	1 k1559-1 bench model u1001127983	1,700.00	653.27	1,046.73
000138	1 k1559-1 bench model u1001127982	1,700.00	653.27	1,046.73
000139	Welding Machines u1010227091	1,754.00	674.02	1,079.98
000140	Welding Machines u1010227096	1,754.00	674.02	1,079.98
000141	Welding Machines u10102270151	1,754.00	674.02	1,079.98
000142	Welding Machines u10102270131	1,754.00	674.02	1,079.98
000143	Welding Machines u1010227086	1,754.00	674.02	1,079.98
000144	Welding Machines u1010227090	1,754.00	674.02	1,079.98
000145	Welding Machines u1010227149	1,754.00	674.02	1,079.98
000146	Welding Machines u1010227150	1,754.00	674.02	1,079.98
000147	Welding Machines u1010227145	1,754.00	674.02	1,079.98
000148	Welding Machines u1010227146	1,754.00	674.02	1,079.98
000149	Welding Machine Final Assambley	4,337.00	1,666.56	2,670.44
000150	Welding Machines - 30 Guns 15' Bernard DP & 20 adaptor Kits	4,450.00	1,709.93	2,740.07
000151	Banders - Heavy Duty Steel Strapping Cart & shears	3,104.00	1,192.77	1,911.23
000152	Safety Control Panel - Light Curtains	3,765.25	1,446.82	2,318.43
000153	Column Line - Broker & Freight Fees	12,177.13	4,679.18	7,497.95
000154	8 Gorbel Load Trolleys	1,144.02	439.62	704.40
000155	Gorbel Ceiling Mounted Bridge Crane w/support	13,196.00	5,070.68	8,125.32
000156	Gorbel Ceiling Mounted Monorail Crane w/support	4,704.00	1,807.53	2,896.47
000157	Chicago Pneumatic Air Hoist, 500#	2,637.47	1,013.49	1,623.98

Matamoros, MX  
Fixed Assets at 11/30/08

Sys No	Description	Basis	Current Accum Depreciation	Net Book Value
000158	Chicago Pneumatic Air Hoist, 500#	2,637.47	1,013.49	1,623.98
000159	Chicago Pneumatic Air Hoist, 500#	2,637.47	1,013.49	1,623.98
000160	Chicago Pneumatic Air Hoist, 500#	2,637.47	1,013.49	1,623.98
000161	Hangar Rods, 12 Foot Long	1,717.76	660.06	1,057.70
000162	Column Line Setup - Allignment and leveling of line	6,987.50	2,685.05	4,302.45
000163	Strut Line (to be redistributed)	104,912.71	40,313.65	64,599.06
000184	Strut Line - Strt Loc Pins 1-211601	815.00	313.18	501.82
000165	Powder Paint - Air Con, Environmental room, washer, conveyor chai	1,868,197.95	717,872.39	1,150,325.56
000166	Installation of Powder Booth	3,500.00	1,344.94	2,155.06
000167	Cyclo-Kinetic Booth System	475,183.75	182,593.77	292,589.98
000168	Hook Burn Off Oven	30,835.00	11,848.66	18,986.34
000169	2 Pneumatic Sealless Combination Tool	8,600.00	3,304.64	5,295.36
000170	2 Reel Balancer	1,870.00	718.57	1,151.43
000171	Steel Strap Shears	124.00	47.66	76.34
000172	Paint Line - Broker & Freight Fees	25,690.45	9,871.80	15,818.65
000173	Cleaning Conveyor	4,025.51	1,546.84	2,478.67
000174	Forklift Expense	225.00	86.45	138.55
000175	Forklift Expense	108.25	41.57	86.68
000176	Maintenance Sissor Lift Mod X26N Ser 3512	5,600.00	2,151.84	3,448.16
000177	Coil Ram mod CR5-24IV ser 105695	3,506.00	1,347.22	2,158.78
000178	Air compressor Sullair 150HP	37,664.55	14,472.98	23,191.57
000179	Air Compressor Accessories	4,057.24	1,559.01	2,498.23
000180	Air Compressor Dryer	9,689.00	3,723.10	5,965.90
000181	Steel Strapping	3,277.38	1,259.38	2,018.00
000182	PENDING - Naper House of Tools	884.21	339.74	544.47
000183	Beam Improvement #1	19,259.21	6,598.08	12,661.13
000184	Security System	2,028.00	2,028.00	0.00
000185	REVERSE OSMOSIS SYSTEM FOR PAINT LINE	37,440.30	12,826.78	24,613.52
000186	Micro soft NT server V4.0 5 user with SP4	687.00	687.00	0.00
000187	Micro soft NT server V4.0 5 users with SP4	687.00	687.00	0.00
000188	Micro soft NT server V4.0 5 users with SP4	687.00	687.00	0.00
000189	CA ARC serve 2000 Advanced Edition	768.00	768.00	0.00
000190	CA ARC serve 2000 Backup Agent for open files	441.00	441.00	0.00
000191	Contpaq Proliant DL380 rack-mount server	2,173.00	2,173.00	0.00
000192	Contpaq Proliant DL380 rack-mount server	2,173.00	2,173.00	0.00
000193	Solid Cantilever Shelf	233.02	233.02	0.00
000195	LAT LS H500ST 12.1" TFT M	2,536.82	2,536.82	0.00
000196	Dell 800 GX110/Low Profile 133MHZ 4 mb	1,181.50	1,181.50	0.00
000197	Dell 800 GX110/Low Profile 133MHZ 4MB	1,181.50	1,181.50	0.00
000198	Dell 800 GX110/Low profile 133MHZ 4MB	1,181.50	1,181.50	0.00
000199	Dell 800 GX110/low profile 133MHZ 4mb	1,181.50	1,181.50	0.00
000200	Belkin Omnicube 4 port switch	165.00	165.00	0.00
000201	Belkin OmniCube 4 port switch	165.00	165.00	0.00
000202	Belkin OmniCube 4 port switch	165.00	165.00	0.00
000203	Belkin OmniCube 4 port switch	165.00	165.00	0.00
000204	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000205	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000206	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000207	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000208	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000209	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00

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000210	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000211	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000212	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000213	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000214	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000215	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000216	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000217	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000218	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000219	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000220	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000221	800/133 GX 110/L 4MB VID/N	1,464.24	1,464.24	0.00
000222	800/133 GX 110/L 4MB VID/N	1,464.28	1,464.28	0.00
000223	4 PIN 8" END CONNECTOR FOR ROLLFORMED RACK	20,337.50	20,337.50	0.00
000224	BEAM LINE IMPROVEMENT #2	16,252.66	5,588.07	10,664.59
000225	Beam Line Improvement #3	12,164.40	4,167.43	7,996.97
000226	U punched Column side hole	8,644.51	8,644.51	0.00
000227	SEMI-AUTO MANUAL WELD STA. # 6	42,232.00	33,900.06	8,331.94
000228	SCISSOR LIFT TABLES FOR ASSEMY	5,445.00	5,230.50	214.50
000234	WIRE FEEDERS	1,123.00	1,100.02	22.98
000235	WIRE FEEDERS	1,123.00	1,100.02	22.98
000236	WIRE FEEDERS	1,123.00	1,100.02	22.98
000237	WELDING WIRE FEEDERS	984.00	984.00	0.00
000238	UNLOAD CONV. FOR MAN. BM. STAT	717.00	616.44	100.56
000239	5 LINDE POWER SOURCES & WIRE F	1,555.64	1,555.64	0.00
000240	KRONOS UPDATE	2,448.00	2,448.00	0.00
000241	SPRAY GUNS TO CARTRIDGE PAINT BOOTH	8,924.00	2,850.73	6,073.27
000242	SEMI AUOMATIC SEALLES PNEUMATIC BANDERS (3)	6,977.53	2,228.92	4,748.61
000243	SEMI AUTOMATIC WELDER FREIGHT	2,019.00	635.62	1,383.38
000244	TOSHIBA NOTEBOOKS	3,091.00	3,091.00	0.00
000245	TOSHIBA NOTEBOOKS	3,091.00	3,091.00	0.00
000246	TOSHIBA NOTEBOOKS	3,091.00	3,091.00	0.00
000247	TOSHIBA NOTEBOOKS (MARKETING)	3,041.00	3,041.00	0.00
000248	OIL SEPARATOR	3,108.43	964.18	2,144.25
000249	EXTRA HOOPER FOR CK BOOTH	11,486.96	3,583.11	7,923.85
000250	MILL & SURFACE GRINDER	17,083.89	5,220.10	11,863.79
000251	100H.P. AIR COMPRESSOR	50,826.00	50,826.00	0.00
000252	BAND SAW ROLLER TABLES & A	55,806.00	55,806.00	0.00
000253	VERSON 90TON FLYWHEEL P BR	15,809.00	15,809.00	0.00
000254	Cincinnati Shaper Flywheel Press Brake	18,147.00	18,147.00	0.00
000255	WHITNEY 50TON PUNCH PRESS	12,247.00	12,247.00	0.00
000256	AUTOBEND FOR PRESS BRAKE	13,053.00	13,053.00	0.00
000257	Press - 200 Ton Minster Piece Maker	176,830.00	176,830.00	0.00
000258	BATTERY POWER LIFT TRUCK	6,238.00	6,238.00	0.00
000259	DRILL PRESS	2,625.00	2,625.00	0.00
000260	SERVICE LIFT-FORK TRUCK	13,670.00	13,670.00	0.00
000261	American Steel Line Coil Reel DTL #4	24,453.00	24,453.00	0.00
000262	American Steel Line Coil Reel DTL #1	14,439.00	14,439.00	0.00
000263	RIDGE MODEL 535 PIPE THREA	668.00	668.00	0.00
000269	ACCESSRY DEPT MACH GUARDING	9,154.00	4,379.49	4,774.51
000270	COIL & BAR FEEDER F/DTL#4	87,676.00	41,945.63	45,730.37



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000271	Coe Feeder - Coil & Bar DTL #1	87,626.00	41,921.97	45,704.03
000272	Coe 4" x 18" Coil Straightener CPPS 400	107,850.00	51,597.75	56,252.25
000273	REPLACEMENT WELDERS	25,718.00	12,304.00	13,414.00
000274	Forklift - 15,000 lb	60,017.00	60,017.00	0.00
000275	SFTY SUPPLIES F/GUILD MFG SITE	7,329.00	6,928.58	400.42
000276	Die - 3/8 I saddle	18,755.00	18,755.00	0.00
000277	Die Cart for Tool & Die	7,949.00	7,949.00	0.00
000278	Die - .071 & .120I Shim	10,829.00	10,829.00	0.00
000280	Dies - 5I & 6I channel	10,267.00	10,267.00	0.00
000281	REPLACEMENT WELDERS	19,615.00	9,384.37	10,230.63
000282	T&D Surface Grinder	20,494.00	9,804.54	10,689.46
000283	LATHE	20,676.00	20,676.00	0.00
000284	AIR HOIST - JB2623	3,300.00	3,300.00	0.00
000285	TOOL & DIE LIFT	5,987.00	5,987.00	0.00
000286	STORAGE CABINETS	24,864.00	24,864.00	0.00
000287	Accushear - 12' Shear	72,065.00	72,065.00	0.00
000288	Sullair 50 HP Air Compressor	36,334.00	36,334.00	0.00
000289	MACHINE GUARDS JB2446	40,599.00	40,408.76	190.24
000290	H.D. FLOW RAIL.2458	36,071.00	35,493.81	577.19
000291	PRESS BRAKE LIGHT GUARD-2461	38,325.00	37,711.81	613.19
000294	LIGHT CURTAINS AND LIFT GATES	19,731.00	19,124.43	606.57
000295	FRAME FIXT - STATION 40	118,664.00	112,716.35	5,947.65
000296	BRIDGE CRANE #1-JB2484	3,548.00	3,370.39	177.61
000297	UNITIZED TOOLING	8,396.00	7,780.45	635.55
000298	BOLSTER PLATE P1E	3,769.00	3,483.51	285.49
000299	LIGHT CURTAIN	7,584.00	7,010.39	573.61
000300	WELDING MACHINE	4,816.00	4,451.60	364.40
000301	WELDING MACHINE	4,816.00	4,451.60	364.40
000302	WELDING MACHINE	4,816.00	4,451.60	364.40
000303	WELDING MACHINE	4,817.00	4,452.60	364.40
000304	Chicago Dries & Krump Press Brake	21,583.00	19,221.48	2,361.52
000305	Forklift	47,390.00	47,390.00	0.00
000306	4 Welding Machines	16,773.00	14,192.01	2,580.99
000309	Structural Frame Fixtures (2)	94,881.00	74,733.05	20,147.95
000311	Die - 6I Footplate & Shim die	12,974.00	12,974.00	0.00
000312	CATWALK SUPPORT BRK & DIE	13,821.00	13,821.00	0.00
000313	TAB CONNECTION ARM DIE	11,654.00	11,654.00	0.00
000314	AUTO BACK GAUGE PB#4	17,257.00	12,267.01	4,989.99
000315	GOOSE NECK PRESS BRAKE DIE	2,456.00	2,456.00	0.00
000316	PROFILE GRINDER	10,364.00	7,367.03	2,996.97
000317	UN. TOOL PLATE	3,448.00	2,451.52	996.48
000318	ACCESSORY COLUMN CARTS	7,977.00	5,670.50	2,306.50
000319	CA ARM INNER DIE	12,695.00	12,695.00	0.00
000321	Die for Crossbar NPB10197	10,360.00	10,360.00	0.00
000322	Accessory Relo/Jib Cranes	30,599.00	30,599.00	0.00
000323	Structural Frame Fixture Conv	106,840.00	65,190.15	41,649.85
000325	Coe Straightener DTL Line #1	80,878.00	49,348.86	31,529.14
000326	Stamtec G2 250 ton	216,449.00	132,069.90	84,379.10
000327	3 Welding Machines	11,511.00	7,024.01	4,486.99
000329	Die - 1/4" Saddle and Half Saddle	19,494.00	19,494.00	0.00
000331	Bishamon Lift Table	2,985.00	2,985.00	0.00

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000332	Bishamon Lift Table	2,985.00	2,985.00	0.00
000333	Bishamon Lift Table	2,985.00	2,985.00	0.00
000334	Die - Flow Rail Die Modification	8,052.00	8,052.00	0.00
000335	Weld Curtains (10)	1,497.00	1,497.00	0.00
000336	Conveyor Tables (3)	922.00	922.00	0.00
000337	Software Licenses - various	8,906.00	8,906.00	0.00
000338	Dell C600 P3 Notebook & Monitor	3,101.00	3,101.00	0.00
000339	Wire Baskets (30) at Guild Street	4,270.00	4,270.00	0.00
000340	Miller Welder - Deltaweld 452 60 hz	4,431.00	1,702.66	2,728.34
000341	Miller Welder - Deltaweld 452 60 hz	4,431.00	1,702.66	2,728.34
000342	Miller Welder - Deltaweld 452 60 hz	4,431.00	1,702.66	2,728.34
000343	Miller Welder - Deltaweld 452 60 hz	4,431.00	1,702.66	2,728.34
000344	Miller Welder - Deltaweld 452 60 hz	4,431.00	1,702.66	2,728.34
000345	Coolant System on DTL Lines	10,008.00	10,008.00	0.00
000346	T&D - Old Cabinet 36x24 78"H	420.00	161.36	258.64
000347	Chevalier FM-3UKH Surface Grinder	12,200.00	4,687.96	7,512.04
000348	T&D - Old Tool Cabinet 36x24 78"H	456.00	175.19	280.81
000349	T&D - Coffin Air Hoist and Crane system	4,267.00	1,639.66	2,627.34
000350	T&D - 10 Drawer Vidmar 59" Cabinet	1,636.00	628.65	1,007.35
000351	T&D - 10 Drawer Vidmar 59" Cabinet	1,636.00	628.65	1,007.35
000352	T&D - 10 Drawer Vidmar 59" Cabinet	1,636.00	628.65	1,007.35
000353	T&D - Steel-top workbench 36x60	580.00	222.85	357.15
000354	T&D - 7" Suburban sine vise	1,200.00	830.00	370.00
000355	T&D - 5" Suburban precision vise	500.00	345.83	154.17
000356	T&D - 81 pc rec gage block set	416.00	416.00	0.00
000357	T&D - 4" Wilton Machinist vise	350.00	242.08	107.92
000358	T&D - 6" swivel base for kurt ang-loc vise	276.00	190.90	85.10
000359	Modular Free-Standing Crane System	41,808.00	16,065.12	25,742.88
000360	Weld Fume Control - Fans at Guild Street	23,460.00	16,226.50	7,233.50
000361	Air Knife and Exhaust Ventilation System	39,364.00	13,303.58	26,060.42
000362	Curtains for Ventilation System	4,778.00	1,614.81	3,163.19
000363	Miller Welder - Deltaweld 452 60 hz	4,222.00	1,426.91	2,795.09
000364	Miller Welder - Deltaweld 452 60 hz	4,222.00	1,426.91	2,795.09
000367	Hoist	3,259.00	1,101.45	2,157.55
000368	Hoist	3,259.00	1,101.45	2,157.55
000369	Heavy Duty Conveyor - 56' x 37"	6,187.00	2,090.96	4,096.04
000370	Interlake Cantilever Rack	3,724.00	1,258.58	2,465.42
000371	Modify Structural Frame Fixtures 50	19,840.00	6,705.17	13,134.83
000372	Modify Structural Frame Fixtures 50A	19,839.00	6,704.87	13,134.13
000373	Dell Optiplex GX150 1.3 ghz Desktop & Monitor	1,152.00	1,152.00	0.00
000374	Dell Optiplex GX150 1.3 ghz Desktop & Monitor	1,152.00	1,152.00	0.00
000375	Dell Optiplex GX150 1.3 ghz Desktop & Monitor	1,152.00	1,152.00	0.00
000376	Dell Optiplex GX150 1.3 ghz Desktop & Monitor	1,152.00	1,152.00	0.00
000377	Dell Optiplex GX150 1.3 ghz Desktop & Monitor	1,152.00	1,152.00	0.00
000378	Dell Optiplex GX150 1.3 ghz Desktop & Monitor	1,152.00	1,152.00	0.00
000379	Dell Optiplex GX150 1.3 ghz Desktop & Monitor	1,152.00	1,152.00	0.00
000380	Dell Optiplex GX150 1.3 ghz Desktop & Monitor	1,152.00	1,152.00	0.00
000381	Dell Optiplex GX150 1.3 ghz Desktop & Monitor	1,152.00	1,152.00	0.00
000382	Dell Optiplex GX150 1.3 ghz Desktop & Monitor	1,152.00	1,152.00	0.00
000383	Dell Optiplex GX150 1.3 ghz Desktop & Monitor	1,152.00	1,152.00	0.00
000384	Heavy Duty Conveyor - (1) 27.5' & (1) 37.5'	3,158.00	1,052.69	2,105.31

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000385	Die - Galvanized Insert	18,526.00	18,526.00	0.00
000386	PLATE STIFFNER DIE	7,925.00	7,925.00	0.00
000387	Die - 3' Inclined sanitary cap	18,879.00	18,879.00	0.00
000388	BUMP DIE CONVERSION	13,364.00	13,364.00	0.00
000389	SCALLOP DIE PART-JB2486	17,842.00	17,842.00	0.00
000390	Die - Cantilever Arm Inner Section	10,273.00	10,273.00	0.00
000391	STRUCTUAL CANT PRODUCT EQUIP	298,500.00	142,807.87	155,692.13
000392	COLUMN ROLL FORM LINE	54,400.00	15,866.65	38,533.35
000393	BEAM ROLL FORM MILL	99,200.00	28,933.32	70,266.68
000394	STRUT LINE	6,400.00	1,866.69	4,533.31
000395	kronos up date	3,023.00	3,023.00	0.00
000396	BARCODE PRINTERS	1,433.11	1,433.11	0.00
000397	BARCODE PRINTER	1,433.11	1,433.11	0.00
000398	SPARE PARTS FOR THE BEAM LINE	7,160.89	2,055.45	5,105.44
000399	IMPROVE DIE LU-JB2481	2,067.00	2,067.00	0.00
000400	IMPROVE DIE LSU-JB2481	2,067.00	2,067.00	0.00
000401	IMPROVE DIE LSF-JB2481	2,067.00	2,067.00	0.00
000402	IMPROVE DIE LF-JB2481	2,067.00	2,067.00	0.00
000403	DIES MADE IN MEXICO FOR ACCESORIES	6,525.00	2,326.04	4,198.96
000404	RELOCATION COLUM WELD AREA OF SISMIC FOOTPLATE	473.42	129.30	344.12
000405	INSTALL SAFETY LIGHT CURTAIN IN THE ACC DEPT	5,520.00	1,507.78	4,012.22
000406	PROYECTO TRES	120,349.91	31,759.01	88,590.90
000407	KRONOS UP DATE	371.00	352.44	18.56
000408	DEFEDER FRAME FIXTURE	11,695.70	2,923.93	8,771.77
000409	CUMPUTER REPLACEMENT PHASE 1	2,296.40	2,296.40	0.00
000410	Spacers for beam line	16,409.19	3,114.70	13,294.49
000411	Coild holder for Column line	366.59	67.89	298.70
000412	3X3 COLUMN CUTOFF DIE JB2476	14,234.00	14,234.00	0.00
000413	3X3 COLUMN CUTOFF DIE JB2476	14,234.00	14,234.00	0.00
000414	STRUT CUTOFF DIE-JB2477	10,838.00	10,838.00	0.00
000415	STRUT CUTOFF DIE-JB2477	10,839.00	10,839.00	0.00
000416	CASH BOOK WIRE TRANSFER	23,792.00	15,464.79	8,327.21
000417	PAINT LINE EXPENSE	3,568.00	644.22	2,923.78
000418	VENTILATION BULDING	2,909.28	471.41	2,437.87
000419	LENGHT CONTROL SYSTEM EQUIPMENT CHANGE	44,172.82	44,172.82	0.00
000420	STRUCTURAL INITIATIVE IN MATAMOROS PHASE 1	1,515.65	189.45	1,326.20
000421	STRUCTURAL INITIATIVE IN MATAMOROS PHASE 1A	6,008.43	751.05	5,257.38
000422	generator 60-hz rated 25-kva skid mounted 4 cylinder turbo engine a	6,000.00	2,460.30	3,539.70
000423	ROTARY SURFACE GRINDER 36' DIAMETER ELECTROMAGNET	30,000.00	12,301.60	17,698.40
000424	AIR COMPRESOR ROTARY SCREW TYPE 150HP SKID MOUNTE	32,000.00	13,121.70	18,878.30
000425	AIR DRYER MWP 200 700-CUBIC FEET PER MINUTE COMPLETE	800.00	328.06	471.94
000426	PUNCH HYDRAULIC APPROXIMATELY 15-TON CAPACITY 8' TH	3,000.00	1,230.16	1,769.84
000427	LIFT TRUCK 15,000-LB CAPACITY, ROLL OVER PROTECTION S'	10,000.00	10,000.00	0.00
000428	PLASMA CUTTING SYSTEM, CART MOUNTED, COMPLETE W/ L	2,000.00	820.11	1,179.89
000429	TRIM PRESS, STRAIGHT SIDE 24' X 24' BED, MECHANICAL AIR	32,000.00	9,234.28	22,765.72
000430	PUNCH PRESS C-FRAME, 2' STROKE, 4' ADJUSTABLE 90-TON (	2,500.00	1,025.13	1,474.87
000431	CANTILEVER	81,286.17	7,526.50	73,759.67
000432	JP1012 DELL D620	2,264.68	943.61	1,321.07
000433	JP1012 DELL D620	2,264.68	943.61	1,321.07
000434	JP 1012 DELL D620	2,264.68	943.61	1,321.07
000435	STRUCTUAL CANT PRODUCT EQUIP	146,947.00	65,142.22	81,804.78

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Sys No	Description	Basis	Current Accum Depreciation	Net Book Value
000436	STRUCTURAL CELL - JB0041	41,093.00	41,093.00	0.00
000437	MISC STRUCTURAL CELL	63,010.00	63,010.00	0.00
000438	Die - Selecta Flo JB2436	54,922.00	54,922.00	0.00
000439	PUSH BACK TOOLING JB2437	24,448.00	24,448.00	0.00
000440	SELECTA FLO DIE SLOTS JB2444	19,115.00	19,115.00	0.00
000441	RF2 TURKSHEAD JB2447	36,661.00	36,661.00	0.00
000442	SELECTA FLO TOOLING JB2453	25,707.00	25,707.00	0.00
000443	STRUCTURAL COLUMN PUNCHING DIE	13,751.00	13,751.00	0.00
000444	DESIGN JET PLOTTER JQ2440	7,636.00	7,636.00	0.00
000445	SHELF ANGLE DIE-JB2485	26,494.00	26,494.00	0.00
000446	TRACK PUNCH DIE-JB2489	2,357.00	2,357.00	0.00
000447	TRACK MT PLT DIE-JB2489	1,198.00	1,198.00	0.00
000448	TRACK CHANNELDIE-JB2489	1,990.00	1,990.00	0.00
000449	TRACK CHANNELDIE-JB2489	1,990.00	1,990.00	0.00
000450	ANGLE NOTCH DIE-JB2489	2,524.00	2,524.00	0.00
000451	SLUG TRANSPORTER	3,769.00	3,769.00	0.00
000452	STRUT FLARE CONDITIONER B	8,408.00	8,408.00	0.00
000453	STRUT FLARE CONDITIONER A	8,407.00	8,407.00	0.00
000454	Automatic Back Gauge N1	20,329.00	20,329.00	0.00
000455	Row Spacer Dies Modification	8,147.00	8,147.00	0.00
000456	WELD MACHINES	29,713.00	25,780.85	3,932.15
000457	ULTRASONIC THICKNESS GAUGE	3,482.00	3,482.00	0.00
000458	STRUCT FRAMES STRUT LOCATORS	4,816.00	4,296.80	519.20
000459	Selecta Flo Tooling	176,389.00	109,813.57	66,575.43
000460	FRAME FIXTURE 23 IMPROVEMENT	14,261.00	14,261.00	0.00
000461	SELECTA FLO TOOLING	46,786.00	46,786.00	0.00
000462	Die - Post Upright Feeder	21,083.00	10,641.90	10,441.10
000463	Die - LF Column Prepunch	21,811.00	11,009.36	10,801.64
000464	T&D - 12 ton Hydraulic Press	333.00	176.40	156.60
000465	Die - Cantilever Base Punching	56,902.00	28,721.96	28,180.04
000466	JP-1022-DELL-DCRT DESCKTOP	1,252.76	443.68	809.08
000467	JP-1022-DELL-DCTR DESCKTOP COMPUTER	1,252.76	443.68	809.08
000468	JP-1022-DELL-DCTR DESCKTOP CIMPUPER	1,252.76	443.68	809.08
000469	JP-1022-DELL-DCTR DESCKTOP COMPUTER	1,252.76	443.68	809.08
000470	JP-1022-DELL-DCTR DESKTOP COMPUTER	1,252.76	443.68	809.08
000471	JP-1022-DELL-DCTR DESCKTOP COMPUTER	1,252.76	443.68	809.08
000472	JP-1022-DELL-DCTR DESCKTOP COMPUTER	1,252.76	443.68	809.08
000473	JP-1022-DELL-DCTR DESCKTOP COMPUTER	1,252.76	443.68	809.08
000474	JP-1022-DELL-DCTR DESCKTOP COMPUTER	1,385.04	490.53	894.51
000475	JP-1022-DELL LATITUDE D-620 LAPTOP COMPUTER	2,236.20	791.98	1,444.22
000476	JP-1022 DELL LATITUDE D620 LAPTOP COMPUTER	2,236.20	791.98	1,444.22
000477	JP-1022 DELL-LATITUDE D 620 LAPTOP COMPUTER	2,236.20	791.98	1,444.22
000478	BEAM PROFILE AND ENDCONECCTOR CHANGE	33,273.30	2,618.73	30,654.57
000479	SPEED CONTROLFOR MINSTER PUNCH PRESS	9,165.73	721.38	8,444.35
000480	PAINT LINE IMPROVEMENTS	24,050.00	1,113.43	22,936.57
000481	STRUT LINE FROM NILES TO MATAMOROS	38,903.49	1,620.99	37,282.50
000482	COLUMN LINE MOTOR UPGRADE	11,851.09	548.66	11,302.43
000483	COLUMN ROLSS	99,897.62	4,162.41	95,735.21
000484	BEAM LINE COOLANT RECIRCULATION	3,835.00	159.79	3,675.21
000485	MAYOR REPAIR CHICAGO BRAKE PRESS	229.44	9.56	219.88
000486	PLASMA CUTTER, BIG BERTHA, 3-PHASE, 240 VOLT, W/BACK M	1,500.00	660.72	839.28

Matamoros, MX  
 Fixed Assets at 11/30/08

Sys No	Description	Basis	Current Accum Depreciation	Net Book Value
000487	ROLLFORMING LINE #1	125,000.00	55,059.98	69,940.02
000488	STRUT MILL FOR MOTOR DRIVE	8,923.56	3,240.14	5,683.42
000489	STRUT MILL #1 UNCOILE	115,509.57	33,690.76	81,818.81
000490	ROLL TOOLING STRUT	33,087.42	9,650.62	23,436.80
000491	REBULDING DAHILSTROM GEARBOXES, STRUT MILL #1	54,154.11	13,861.06	40,293.05
000492	RELOCATE COMPRESOR TO A NEW COMPRESOR ROOM	833.86	27.02	806.84
000493	TALLYRAND FOR BEAM LINE	18,778.25	608.55	18,169.70
000494	REPLACEMENT OF BELT SKIMMER STRUT MILL #1	1,379.00	333.80	1,045.20
000495	OFFICE EQUIPMENT DELL DESCKTOP COOMPUTER	965.82	140.84	824.98
000496	OFFICE EQUIPMENT DELL DESCKTOP COMPUTER	965.82	140.84	824.98
000497	OFFICE EQUIPMENT DELL DESKTOP COMPUTIER	965.82	140.84	824.98
000498	OFFICE EQUIPMENT DELL DESKTOP COMPUTER	965.82	140.84	824.98
000499	OFFICE EQUIPMENT DELL DESKTOP COMPUTER	965.82	140.84	824.98
000500	OFFICE EQUIPMENT DELL DESKTOP COMPUTER	965.82	140.84	824.98
000501	OFFICE EQUIPMENT DELL DESKTOP COMPUTER	965.82	140.84	824.98
000502	OFFICE EQUIPMENT DELL DESKTOP COMPUTER	965.82	140.84	824.98
000503	OFFICE EQUIPMENT DELL DESKTOP COMPUTER	965.82	140.84	824.98
000504	OFFICE EQUIPMENT DELL DESKTOP COMPUTER	965.82	140.84	824.98
000505	OFFICE EQUIPMENT DELL DESKTOP COMPUTER	965.82	140.84	824.98
000506	OFFICE EQUIPMENT DELL DESKTOP COMPUTER	965.76	140.84	824.92
000507	MAYOR REPAIR COMPRESSOR 1	9,671.00	223.86	9,447.14
000508	NEW CONTROLLER AND MOTOR FOR TALLYRAND EQUIPMEN	12,913.50	179.36	12,734.14
000509	COLUMN MILL CROWDER STAND	5,567.42	25.78	5,541.64
<b>Grand Total</b>		<b>11,682,736.90</b>	<b>6,247,087.86</b>	<b>5,435,649.04</b>

INDUSTRIAS INTERLAKE S.A. DE C.V.  
 ACTIVOS FIJOS at 11/30/08

Exc Rate: 0.0751

2008

additions for the month	ACCUM DEPRECIATION	Net Book Value
US Dollars	US Dollars	US Dollars

EDIFICIOS ( BUILDING )

Finsa	1,035,918.00	143,302.00	892,616.00
Finsa	466,348.00	64,511.00	401,837.00
Finsa	199,380.00	27,581.00	171,799.00
Finsa	232,352.00	32,142.00	200,210.00
Gas installation	8,532.00	1,180.00	7,352.00
Finsa	103,991.00	14,385.00	89,606.00
Water Installation	7,192.00	995.00	6,197.00
Finsa	104,741.00	14,489.00	90,252.00
Telephone Instalation	14,952.00	2,068.00	12,884.00
Finsa	366,362.00	49,297.00	307,065.00
Telephone Instalation	23,384.00	3,235.00	20,149.00
Finsa	89,504.00	12,381.00	77,123.00
Telephone Instalation	7,859.00	1,087.00	6,772.00
Finsa	13,791.00	1,908.00	11,883.00
Malla ciclonica	5,520.00	764.00	4,756.00
Ferr Rodriguez	2,057.00	285.00	1,772.00
Finsa	137,072.00	18,962.00	118,110.00
Finsa	3,278.00	454.00	2,824.00
Konecta	402.00	56.00	346.00
Water Installation	1,763.00	244.00	1,519.00
Gas installation	976.00	135.00	841.00
Technical Finsa opinion	4,928.00	649.00	4,279.00
Uso de suelo Fées	2,543.00	335.00	2,208.00
Gas installation	8,312.00	1,094.00	7,218.00
Finsa Final payment	45,557.00	5,998.00	39,559.00
04MC007 Cuarto de Residuos Peligrosos	10,784.00	1,076.00	9,688.00
	<b>2,887,478.00</b>	<b>398,613.00</b>	<b>2,488,865.00</b>

TERRENO ( LAND )

Finsa	724,911.00		724,911.00
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MAQUINARIA Y EQUIPO ( MACHINERY AND EQUIPMENT )

Maquina Procut	2,012.00	773.00	1,239.00
Refrigerador	300.00	115.00	185.00
Secador Kalte	2,508.00	964.00	1,544.00
Techo de Horno	1,502.00	577.00	925.00
Secador Kalte	2,508.00	964.00	1,544.00
Secador Kalte	1,005.00	386.00	619.00
Inst Plataforma y escalera	3,102.00	1,192.00	1,910.00
Finiquito inst Secador	2,470.00	949.00	1,521.00
Canc de fact de secador	(953.00)	(371.00)	(582.00)
Mejoras en linea de Beam	11,133.00	4,278.00	6,855.00
Revision de U column Punch	1,082.00	416.00	666.00
Sist de Osmosis Inversa	20,272.00	6,945.00	13,327.00
Beam Line Pit	6,009.00	2,058.00	3,951.00
Mejoras en Frame Weld	1,758.00	570.00	1,188.00
5 Soldadoras Lincoln Electric	11,483.00	3,668.00	7,815.00
02mc016 inst de soldadora semi auto	6,439.00	2,027.00	4,412.00

INDUSTRIAS INTERLAKE S.A. DE C.V.  
 ACTIVOS FIJOS at 11/30/08

Exc Rate: 0.0751

2008		additions for the	ACCUM	Net Book
		month	DEPRECIATI ON	Value
		US Dollars	US Dollars	US Dollars
02MC009	Soldadoras de Combustion	3,752.00	1,147.00	2,605.00
PROY TRES	Gtos de Instalacion	79,568.00	23,963.00	55,605.00
04MC002	Partes para la linea de columnas	3,455.00	992.00	2,463.00
PROY TRES	canc de facts	(19,644.00)	(5,916.00)	(13,728.00)
04MC003	Mejoras Linea Frame weld	4,356.00	1,231.00	3,125.00
04mc001	Dados para accesorios	7,811.00	2,172.00	5,639.00
04mc008	Relocacion de patas sismicas	3,905.00	1,086.00	2,819.00
04mc014	Fab bases ensamble columnas	1,652.00	459.00	1,193.00
04MC009	Specialty weld Area	20,344.00	5,467.00	14,877.00
04MC015	Air compresor	6,874.00	1,816.00	5,058.00
05MC005	PLACA, BASE PARA VIGAS	2,147.00	428.00	1,719.00
05-MC-006	DISEÑO Y FABRICACION DE FIXTURE	1,577.00	307.00	1,270.00
05-MC-003	DISEÑOS Y PROYECTOS INDUSTRIALES	5,708.00	1,111.00	4,597.00
05-MC-004	FAB DE GUIA DE ENTRADA PARA COLUMNAS	5,440.00	1,033.00	4,407.00
05-MC-011	FAB DE COIL HOLDER EN LINEA DE COLUMAS	562.00	104.00	458.00
06 MC 001	VENTILACION DE EDIFICIO	7,918.00	1,247.00	6,671.00
06-MC-005	FIGURES ESPECIALES PARA BEAM SLOT	1,983.00	294.00	1,689.00
06-MC-007	INSTL Y MANOD E OBRA DE SISTEMA PROGRAMABLE	3,744.00	555.00	3,189.00
06-MC-008	AUUTOMATIZACION DE ENDEREZADOR	1,269.00	188.00	1,081.00
06-MC-010	INSTAL DE ABANICOS Y LOUBERS	3,004.00	390.00	2,614.00
06-MC-004	STRUCTURAL FASE 1	9,913.00	1,240.00	8,673.00
06-MC-006	STRUCTURAL INITIATIVE	8,248.00	1,032.00	7,216.00
07-MC-001	CAMBIO A MESAS DE SOLDADURA	3,802.00	405.00	3,397.00
07-MC-002	MEJORA SOLDADORAS P/MESAS DE SOLD DE MARCOS	2,433.00	248.00	2,185.00
CANTILEVER	CANTILEVER STRUCTURAL	386,929.00	35,855.00	351,074.00
07-MC-008	SHOT BLASTES ROOM	4,910.00	432.00	4,478.00
07-MC-009	PAINT LINE CONVEYOR MOTOR UPGRADE	6,599.00	581.00	6,018.00
07-MC-005	PAINT LINE HOOKS CANTILEVER	11,657.00	918.00	10,739.00
07-MC-006	CAPACITOR BANL FOR PLANT	5,586.00	440.00	5,146.00
07-MC-007	GABINETE P/SISTM ELECTRICO	1,824.00	144.00	1,680.00
07-MC-010	PAINT LINE IMPROVEMENTS	33,206.00	1,539.00	31,667.00
08-MC-002	STRUT LINES FOR NILES	128.00	6.00	122.00
08-MC-003	ACTUALIZACION DE MOTOR LINEA COLUMNAS	2,961.00	137.00	2,824.00
08-MC-004	BEAM LINE COOLANT	827.00	35.00	792.00
08-MC-008	UP GRADE CHILLER CAPACITY	4,082.00	170.00	3,912.00
08-MC-009	REP DE PRENSA CHICAGO	8,187.00	341.00	7,846.00
08-MC-010	HP MOTOR FOR MINSTER ACC	8,818.00	327.00	8,491.00
08-MC-001	CUARTO DE COMPRESORES	48,060.00	1,336.00	46,724.00
08-MC-007	INTALACION DE TALLYRAND	870.00	24.00	846.00
08-MC-014	MATTO A/C DE OFICINAS	5,095.00	118.00	4,977.00
		<b>775,263.00</b>	<b>112,651.00</b>	<b>662,612.00</b>
<b>EQUIPO DE COMPUTO ( COMPUTER EQUIPMENT )</b>				
	Sistema de Nomina	2,453.00	2,453.00	-
	Impresora	178.00	178.00	-
	Sistema de Nomina	2,506.00	2,506.00	-
05-MC-005	Modulo de asist y punt	2,764.00	1,981.00	783.00
05-MC-010	Actulizacion de Sist de nom	5,012.00	3,426.00	1,586.00
		<b>12,913.00</b>	<b>10,544.00</b>	<b>2,369.00</b>

**INDUSTRIAS INTERLAKE S.A. DE C.V.**  
**ACTIVOS FIJOS at 11/30/08**

Exc Rate: 0.0751

2008

additions for the month	ACCUM DEPRECIATI ON	Net Book Value
US Dollars	US Dollars	US Dollars

**CONSTRUCCIONES EN PROCESO ( CIP )**

**TOTAL**

**GRAN TOTAL**

4,400,565.00	521,808.00	3,878,757.00
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Mexicali Fixed Assets - 11/30/08

Ext	Description	Basis	Current Acc Depr	Net Book Value
394	TRUCK TRACTOR 6X4, 22" WHEEL	\$ 10,000.00	\$ 10,000.00	\$ 0.00
396	TRAILER 48' ADJUSTABLE JACK LEGS, SPLIT TANDEM, W S'	6,000.00	6,000.00	0.00
397	MISC ITEMS IN WAREHOUSE WOOD STEP LADDER; APPRC	7,000.00	3,458.33	3,541.67
398	ROLL FORMING LINE(FOR STRUTS) INCLUDING PERFECTO	80,000.00	39,523.80	40,476.20
399	PICKUP TRUCK FABRIC UPHOLSTERED INTERIOR	6,500.00	3,211.30	3,288.70
400	ROLL FORMING LINE ROWE UNCOILER #D06 S/N 18390 W/	160,000.00	79,047.60	80,952.40
401	PICKUP TRUCK , EXTENDED CAB	2,000.00	988.12	1,011.88
402	BRIDGE CRANE, 5-KILOGRAM	12,000.00	5,928.58	6,071.42
403	ROLL FORMING LINE FOR BEAMS	350,000.00	172,916.66	177,083.34
404	BRIDGE CRANE 5,000-KILOGRAM	12,000.00	5,928.58	6,071.42
405	BRIDGE CRANE 5,000-KILOGRAM	12,000.00	5,928.58	6,071.42
406	HORIZONTAL BANDSAW HEAVY DUTY	26,000.00	12,845.25	13,154.75
407	JIB CRANE, COLUMN MOUNTED	850.00	419.94	430.06
408	JIB CRANE, COLUMN MOUNTED	850.00	419.94	430.06
409	HYDRAULIC PRESS, STRAIGHT SIDE	40,000.00	19,761.92	20,238.08
410	VERTICCAL BANDSAW, TILTING FRAME	18,500.00	9,139.89	9,360.11
411	PUNCH, CUSTOM, UTILIZING	7,500.00	3,705.35	3,794.65
412	PRESS LINE	30,000.00	14,821.44	15,178.56
413	PRESS LINE	15,000.00	7,410.72	7,589.28
414	DRILL PRESS	500.00	247.03	252.97
415	BRIDGE CRANE	12,000.00	5,928.58	6,071.42
416	POWER SQUARING SHEAR	22,000.00	10,869.05	11,130.95
417	PRESS BRAKE 90-TON CAPACITY	10,000.00	4,940.46	5,059.54
418	PUNCH PRESS	2,500.00	1,235.10	1,264.90
419	PUNCH PRESS	3,500.00	1,729.16	1,770.84
420	PUNCH PRESS, GEAR DRIVE REMOVED	5,000.00	2,470.25	2,529.75
421	HYDRAULIC PRESS, 75-TON CAPACITY	12,000.00	5,928.58	6,071.42
422	MISC CANNIBALIZED	3,500.00	1,729.16	1,770.84
423	HYDRAULIC PRESS, 75-TON CAP	12,000.00	5,928.58	6,071.42
424	SHEAR, 1/4 " MILD STEEL MECHANICAL	8,500.00	4,199.42	4,300.58
425	COIL HANDLER CENTERING	3,500.00	1,729.16	1,770.84
426	LEVELER STAIGHTENR 8" MAXIMUM	2,500.00	1,235.10	1,264.90
427	WELDING STATION, 10"/.135 MAXIMUM	2,800.00	1,383.33	1,416.67
428	VERTICAL BANDSAW TILTING FRAME	2,500.00	1,235.10	1,264.90
429	VERTICAL BANDSAW TILTING FRAME	14,000.00	6,916.66	7,083.34
430	ROLL FORMER, 15-STAND 10" CENTER	15,000.00	7,410.72	7,589.28
431	SHOTBLAST CABINET, 2-HEAD PASSEN	40,000.00	19,761.92	20,238.08
432	GRINDER, 18" DEISC, SHOP CONFIGURE	225.00	111.15	113.85
433	FUME HOOD SYSTEM	3,000.00	1,482.14	1,517.86
434	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
435	WELDER, UTILIZING MILLER S-62	2,700.00	1,333.94	1,366.06
436	WELDER STOCK 115398	2,700.00	1,333.94	1,366.06
437	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
438	WELDER STOCK 903786	900.00	444.64	455.36
439	WELDER UTILIZING MILLER 22A	2,700.00	1,333.94	1,366.06
440	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
441	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
442	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
443	WELDER UTILIZIBG MILLER 22A	2,700.00	1,333.94	1,366.06
444	WELDER UTILIZINGMILLER 22A	2,700.00	1,333.94	1,366.06
445	WELDER UTILIZING MILLER 22A	2,700.00	1,333.94	1,366.06
446	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
447	FUME HOOD STSTEMS	4,000.00	1,976.19	2,023.81
448	FUME HOOD STSTEM	2,000.00	988.12	1,011.88

Mexicali Fixed Assets - 11/30/08

Ext	Description	Basis	Current Acc Depr	Net Book Value
449	WELDER STOCK 903394	2,700.00	1,333.94	1,366.06
450	WELDER STOCK 9033994	2,700.00	1,333.94	1,366.06
451	WELDER STOCK 902578	850.00	419.94	430.06
452	PUNCH PRESS OPEN BACK	10,000.00	4,940.46	5,059.54
453	ROLL FORMING LINE	18,000.00	8,892.85	9,107.15
454	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
455	AIR COMPRESSOR RECI PROCATING	2,500.00	1,235.10	1,264.90
456	ROLL FORMING LINE PB, BEAM	150,000.00	74,107.14	75,892.86
457	HOIST SYSTEM	5,000.00	2,470.25	2,529.75
458	MISC ITEMS IN MAINTACE DEPARTMENT	2,500.00	1,235.10	1,264.90
459	AUTOMATIC STRAPPER 20" x 36"	4,500.00	2,223.22	2,276.78
460	PALLET WRAPPER	6,000.00	2,864.28	3,035.72
461	MISCELLANEOUS ITEMS	2,500.00	1,235.10	1,264.90
462	COMBINATION POWDER COAT	225,000.00	111,160.72	113,839.28
463	AIR COMPRESSOR 125-LB PER SQU	15,000.00	7,410.72	7,589.28
464	PAINT LINE ( WET PAINT) INCLUDING	15,000.00	7,410.72	7,589.28
465	BURN-OFF OVEN 2-DOOR	4,000.00	1,976.19	2,023.81
466	MISC ITEMS IN WELDING	4,000.00	1,976.19	2,023.81
467	EXHAUST SYSTEM LOCATED	2,000.00	988.12	1,011.88
468	EXHAUST SYSTEM	2,000.00	988.12	1,011.88
469	LIFT TRUCK LIQUID PROPANE GAS	4,000.00	1,976.19	2,023.81
470	LIFT TRUCK LIQUID PROPANE GAS	6,500.00	3,211.30	3,288.70
471	LIFT TRUCK LIQUID PROPANE GAS	5,000.00	2,470.25	2,529.75
472	AIR DRYER COMPLETE PACKAGE	450.00	222.33	227.67
473	AIR COMPRESSOR 125-LB PER SQUARE	20,000.00	9,880.94	10,119.06
474	WELDERS, ASSORTED MODELS	27,000.00	13,339.28	13,660.72
475	SURFACE GRINDER	3,000.00	1,482.14	1,517.86
476	MILLING MACHINE UNIVERSAL	1,500.00	741.08	758.92
477	VERTICAL MILLING MACCHINE	3,000.00	1,482.14	1,517.86
478	HARDNESS TESTER	1,600.00	790.46	809.54
479	ENGINE LATHE TRAY-TOP 17"X68	2,000.00	988.12	1,011.88
480	VERTICAL BANDSAW 12" THROAT	850.00	419.94	430.06
481	VERTICAL MILLING MACHINE	1,400.00	691.66	708.34
482	SURFACE GRINDER 6" x 12"	2,500.00	1,235.10	1,264.90
483	MISC ITEMS IN TOOL ROOM	3,000.00	1,482.14	1,517.86
484	PUNCH PRESS 110-TON CAPACITY	2,500.00	1,235.10	1,264.90
485	LIQUID PROPANE GAS FUELD ENGINE	2,000.00	988.12	1,011.88
486	GAS MIXER ANALYZER	1,300.00	642.28	657.72
487	LIFT TRUCK STRADDLE TYPE	1,200.00	592.85	607.15
488	LIFT TRUCK 4000 KILOGRAMS	550.00	271.71	278.29
489	MISC EQUIPMENT IN YARD	5,000.00	2,470.25	2,529.75
490	LIFT TRUCK LIQUID PROPANE	7,000.00	3,458.33	3,541.67
491	BRIDGE CRANE SINGLE GIRDER	1,200.00	592.85	607.15
492	LIFT TRUCK 4000 KILOGRAM	7,500.00	3,705.35	3,794.65
493	WELDER UTILIZING MILLER MODE	1,800.00	889.28	910.72
494	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
495	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
496	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
497	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
498	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
499	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
500	WELDER UTILIZING MILLER S-22A	2,700.00	1,333.94	1,366.06
501	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
502	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06

Mexicali Fixed Assets - 11/30/08

Ext	Description	Basis	Current Acc Depr	Net Book Value
503	WELDER 903786	2,700.00	1,333.94	1,366.06
504	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
505	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
506	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
507	WELDER UTILIZING MILLER MODE	2,700.00	1,333.94	1,366.06
508	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
509	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
510	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
511	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
512	WELDER UTILIZING MILLER 22A	2,700.00	1,333.94	1,366.06
513	WELDER STOCK 5203786	2,700.00	1,333.94	1,366.06
514	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
515	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
516	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
517	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
518	WELDER STOK 903786	2,700.00	1,333.94	1,366.06
519	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
520	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
521	WELDER STOCK 903786	1,800.00	889.28	910.72
522	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
523	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
524	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
525	WELDER STOCK 903786	1,800.00	889.28	910.72
526	WELDER STOCK 903786	2,700.00	1,333.94	1,366.06
527	TURRET LATHE 6" 3-JAW CHUCK	1,250.00	617.55	632.45
544	AIR COMPRESSOR, ROTARY SCREW TYPE, 150-HP, SKID M	32,000.00	15,809.52	16,190.48
545	AIR DRYER, MWP 200, 700-CUBIC FEET PER MINUTE, COMF	1,000.00	494.05	505.95
547	ROLL FORMING LINE [POST LINE], INCLUDING: YODER ROL	50,000.00	24,702.39	25,297.61
548	Roll Forming Line	350,000.00	172,916.66	177,083.34
552	WELDER [CODE #10555], SKID MOUNTED, INCLUDING LINCC	4,500.00	2,223.22	2,276.78
558	LIFT TRUCK, 7,500-LB CAPACITY, LIQUID PROPANE GAS F U	9,000.00	9,000.00	0.00
560	LIFT TRUCK, 4,600-LB CAPACITY, LIQUID PROPANE GAS F U	7,500.00	7,500.00	0.00
564	WELDER, INCLUDING INFRA S-302 WIRE FEEDER, W/ DIGIT/	1,950.00	963.38	986.62
565	WELDER, INCLUDING INFRA S-302 WIRE FEEDER, W/ DIGIT/	1,950.00	963.38	986.62
566	WELDER, INCLUDING INFRA S-302 WIRE FEEDER, W/ DIGIT/	1,950.00	963.38	986.62
567	WELDER, INCLUDING INFRA S-302 WIRE FEEDER, W/ DIGIT/	1,950.00	963.38	986.62
568	WELDER, INCLUDING INFRA S-302 WIRE FEEDER, W/ DIGIT/	1,950.00	963.38	986.62
569	BURN-OFF OVEN, NATURAL GAS, 780,000-BTU MAXIMUM PE	500.00	247.02	252.98
570	CHILLER, UTILIZING R-22 REFRIGERANTS, APPROXIMATELY	200.00	98.79	101.21
580	WELDER, INCLUDING INFRA S-302 WIRE FEEDER, W/ DIGIT/	2,200.00	1,086.91	1,113.09
581	WELDER, INCLUDING INFRA S-302 WIRE FEEDER, W/ DIGIT/	2,200.00	1,086.91	1,113.09
587	VERTICAL BANDSAW, TILTING FRAME TYPE, HYDRAULIC CI	9,000.00	4,446.44	4,553.56
591	VERTICAL BANDSAW, TILTING FRAME TYPE, HYDRAULIC CI	8,000.00	3,952.39	4,047.61
598	LIFT TRUCK, 1,500-LB CAPACITY, LIQUID PROPANE GAS F U	8,500.00	8,500.00	0.00
599	Postmill Rebuild	103,014.00	17,169.00	85,845.00
600	Post Mill Rebuild	48,260.00	8,043.33	40,216.67
601	Natural Gas Conversion	33,483.00	5,580.50	27,902.50
602	Waste Water System	96,793.00	16,132.17	80,660.83
603	Reverse Osmosis	24,902.00	4,150.33	20,751.67
605	Paint booth & Refurbisher	31,361.00	5,226.83	26,134.17
606	8 Ton Crane Rebuild	64,790.00	10,798.33	53,991.67
607	Beam Mill Uncoiler & Straightner	148,250.00	24,708.33	123,541.67
608	New strut mill Roll Tooling	95,433.00	15,905.50	79,527.50
604	Upright Weld Fixtures	34,098.00	7,712.64	26,385.36

Mexicali Fixed Assets - 11/30/08

Ext	Description	Basis	Current Acc Depr	Net Book Value
605	6 Dell Pcs Payroll Finance Shipping IT QA and Time Keeping	6,541.68	1,817.13	4,724.55
178	CHIP CONVEYOR, PORTABLE, APPROXIMATELY 24" x 8' INC	1,500.00	741.08	758.92
187	SHOP CRANE, 250-LB MAXIMUM CAPACITY, HYDRAULIC, 2-1	350.00	172.91	177.09
195	BAR CODE PRINTERS	1,200.00	592.85	607.15
207	LUBRICANT SYSTEM, INCLUDING MODEL 6000-80-2S DISPE	600.00	296.44	303.56
229	BAR CODE PRINTERS	1,200.00	592.85	607.15
255	VERTICAL MILLING MACHINE, APPROXIMATELY 42" TABLE,	3,400.00	1,679.78	1,720.22
257	BAR CODE PRINTER, SERIES STRIPE	350.00	172.91	177.09
271	PALLET LIFT, WALK-BEHIND, ELECTRIC, W/ CHARGER	1,000.00	494.05	505.95
154	COLD SAW	22,637.59	19,493.46	3,144.13
181	Replacement of Tallyrand die Mill #3	57,455.00	13,679.77	43,775.23
606	NISSAN FORKLIT LEASED	25,980.13	3,092.87	22,887.26
607	NISSAN FORKLIFT LEASED	25,980.13	3,092.87	22,887.26
608	NISSAN FORKLIFT LEASED	26,181.53	3,116.85	23,064.68
609	NISSAN FORKLIFT LEASED	34,371.64	4,091.86	30,279.78
610	NISSIAN FORKLIFT LEASED	34,371.64	4,091.86	30,279.78
611	NISSAN FORKLIFT LEASED	34,371.64	4,091.86	30,279.78
612	NISSAN FORKLIFT LEASED	34,371.64	4,091.86	30,279.78
613	NISSAN FORKLIFT LEASED	34,371.64	4,091.86	30,279.78
184	Air Compressor	16,817.49	1,401.45	15,416.04
185	Install Equipment received from Third Street	6,456.16	538.01	5,918.15
186	30' Frame Fixture Overhead Hoist	3,381.75	281.81	3,099.94
187	US Customs Software-Mxli	11,902.55	991.87	10,910.68
188	Mxli Fire System and Surveillance	18,572.50	1,547.70	17,024.80
		<u>\$ 3,265,973.71</u>	<u>\$ 1,288,550.48</u>	<u>\$ 1,977,423.23</u>

**INTERLAKE DE MÉXICO, S.A.de C.V.**

**NOVEMBER 2008 FIXED ASSETS**

Exc Rate:

**Automotive Equipment**

2008 Description	original Value	Acumulated Depreciation	Net Book Value
1 Nissan Murano 2004	24,034.00	16,223.00	7,811.00
Total	\$ 24,034.0	\$ 16,223.00	7,811.00

**Hardware and Software Equipment**

2008 Description	original Value	Acumulated Depreciation	Net Book Value
1 Computadora Ensamblada Intel 845 GLVA	798.00	798.00	0.00
2 Mueble para Servidor Dell	554.00	554.00	0.00
3 Laptop Toshiba Satellite A20	1,352.00	1,352.00	0.00
4 Computadora Ensamblada Intel 845 GLVA	403.00	403.00	0.00
5 Laptop HP Pavillion ZT30	1,698.00	1,698.00	0.00
6 IBM ThinkPad A31	1,149.00	1,149.00	0.00
7 A-01-06-04 Laptop IBM Thinkpad G40	1,284.00	1,284.00	0.00
8 A-07-04 Portatil Toshiba	1,306.00	1,306.00	0.00
9 A-09-04 Computadora Ensamblada	776.00	776.00	0.00
10 A-09-04 SQL Server 2000 ERP	1,352.00	1,352.00	0.00
11 A-10-04 Computadora Ensamblada	811.00	811.00	0.00
12 A-09-04 Laptop Toshiba A75-SP28	1,665.00	1,665.00	0.00
13 A-01-05 Computadora CVA280105F42571	986.00	986.00	0.00
14 Laptop Dell Latitude	394.00	11.00	383.00
15 Inspiron 1525 Intel Pentium	467.00	0.00	467.00
Total	\$ 14,995	\$ 14,145	\$ 850

**Office Equipment**

1 Panasonic Telephone machine ( 16 extensions)	5,201.00	2,602.00	2,599.00
2 Equipo de oficina ( sillars , escritorios y archivero)	1,119.00	550.00	569.00
3 3 Equipos Aire Acondicionado	2,674.00	1,203.00	1,471.00
4 Aire Acondicionado Ventana y Sala Juntas	1,461.00	657.00	804.00
5 8 Estaciones de trabajo	4,822.00	2,089.00	2,733.00

**INTERLAKE DE MÉXICO, S.A. de C.V.**

**NOVEMBER 2008 FIXED ASSETS**

Exc Rate:

**Automotive Equipment**

	<b>2008</b>	original	Acumulated	Net Book
Description		Value	Depreciation	Value
6 Proyector Benq PB6100		976.00	382.00	594.00
7 Videoprojector Sony		884.00	302.00	582.00
8 Mamparas (contabilidad)		1,267.00	296.00	971.00
		<b>\$ 18,404</b>	<b>\$ 8,081</b>	<b>\$ 10,323</b>

**Implement Equipment**

	<b>2008</b>			
Description				
1 (2) Pistolas Hilfi (2000 shots & 1000 nails )		1,052.00	1,052.00	0.00
2 Troqueladora CG14-8H90-148		1,227.00	1,227.00	0.00
		<b>\$ 2,279.00</b>	<b>\$ 2,279.00</b>	<b>\$ -</b>

Total	<b>\$ 59,712.00</b>	<b>\$ 40,728.00</b>	<b>\$ 18,984.00</b>
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