

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

CIA CPCC, Inc.,

Plaintiff,

ORDER AND JUDGMENT

vs.

Merrill Iron & Steel, Inc.

Civil Action No. 10-CV-00695

Defendant.

It is hereby ORDERED:

1. that the Judgment issued on August 24, 2010, in the Superior Court, Canada, Province of Quebec, District of Montreal, by The Honorable Manon Savard, J.S.C., in the matter of *Mometal Structures Inc., Plaintiff, v. CIA CPCC Inc., Defendant, and CIA CPCC Inc., Plaintiff in warranty, v. Merrill Iron & Steel Inc., Steelquip, LLC, Innovative PC Design, Defendants in warranty*, No. 500-17-035753-071, be entered in this Court against Defendant Merrill Iron & Steel, Inc.
2. Defendant Merrill Iron & Steel Inc. is hereby ORDERED:
 - to pay CIA CPCC Inc. \$251,118 Canadian, with interest at the Canadian legal rate and the additional indemnity of article 1619 C.C.Q. commencing on the date of the letter of default, January 17, 2007; and
 - to take possession of the following equipment, presently stored at the facilities of Mometal Structures Inc. Located at 201 chemin du Lac, in Varennes, Quebec or at such other location designated in writing by CIA CPCC Inc. if the latter has already taken possession:

a used Peddinghouse Coper, model ABCM/250/13B, serial number 38870, with 17 feet of inbound conveyers, 65 feet of outbound conveyers and 5 parts of 30 feet transfer conveyers.
 - to pay CIA CPCC Inc. \$3,746.31 Canadian in Costs.

3. The legal interest and additional indemnity pursuant to Revised Statutes of Quebec, Ch. 64, Art. 1619, amounts to the following as of June 30, 2011:

| | |
|-----------|-----------------------------|
| Judgment: | \$251,118.00 Canadian |
| Interest | \$ 77,987.63 Canadian |
| Costs | <u>\$ 3,746.31 Canadian</u> |
| Total | \$332,851.94 Canadian |

Interest accrues at an amount of 6 % or \$41.28 Canadian per day.

4. At the option of Merrill Iron & Steel, Inc., the judgment may be paid in the number of U.S. dollars that will purchase the above amount with interest due, at a bank-offered spot rate at or near the close of business on the banking day before the day of payment.
5. CIA CPCC, Inc. is hereby ORDERED, upon receiving the sums above, to hand over the equipment mentioned above to Merrill Iron & Steel, Inc. and make it available for pick-up by Merrill at Mometal's place of business or at such other location designated in writing by CIA CPCC Inc. if the latter has already taken possession.

Entered this 22^d day of JUL, 2011.

BY THE COURT



STEPHEN L. CROCKER
Magistrate Judge

JUDGMENT is entered this 22^d day of July, 2011.



PETER OPPENEER
Clerk of Court