

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**BANK OF MONTREAL**

Applicant

- and -

**ACS PRECISION COMPONENTS PARTNERSHIP**

Respondent

**TENTH REPORT TO THE COURT  
SUBMITTED BY ZEIFMAN PARTNERS INC. AS RECEIVER**

**Introduction**

1. By Order of the Honourable Mr. Justice Campbell dated May 6, 2010, Zeifman Partners Inc. (the "Receiver") was appointed as receiver without security of all of the assets, undertakings and properties of ACS Precision Components Partnership ("ACS") acquired for, or used in relation to a business carried on by ACS (the "Receivership Order"). A copy of the Receivership Order is attached hereto as **Schedule A**.
2. Unless otherwise indicated in this Report, all dollar amounts are in Canadian dollars.

**Purpose of Report**

3. The purpose of this Report is to:
  - (a) request an Order for judgment in the amount of \$5,000.00 plus interest in accordance with the terms of an Agreement and Consent to Judgment signed by ProTerra LED Inc. ("ProTerra");
  - (b) request approval from this Honourable Court to transfer \$3.8 million plus such further amounts as the Receiver hereafter deems appropriate from the receivership estate to the bankruptcy estate of ACS; and

- (c) request an Order establishing a timetable for the determination of the claim of Miller's Electric Limited.

### **The Business of ACS**

4. Prior to the making of the Receivership Order, ACS carried on a plastic injection molding and related mold building business from leased premises located at 1574 Eagle Street North, Cambridge, Ontario. The customer base of ACS consisted primarily of tier one parts suppliers to the automotive industry.

### **Proterra**

#### ***Agreement with ProTerra***

5. ProTerra was a trade creditor of ACS. At the date of the receivership, ProTerra was indebted to ACS for \$30,864.16 (the "Debt").
6. The Receiver and ProTerra entered into an Agreement dated August 25, 2010 (the "**Agreement**"), pursuant to which ProTerra agreed to pay the Debt in accordance with the schedule set forth in the Agreement. Attached hereto as **Schedule B** is a true copy of the Agreement.
7. According to the terms of the Agreement, ProTerra agreed to pay the Debt to the Receiver as follows:
- (a) \$15,864.15 on or before August 16, 2010 (the "**August Payment**");
  - (b) \$5,000.00 on or before September 16, 2010 (the "**September Payment**");
  - (c) \$5,000.00 on or before October 16, 2010 (the "**October Payment**"); and
  - (d) \$5,000.00 on or before November 16, 2010 (the "**November Payment**").
8. The Receiver received the August Payment. The Receiver also received three post-dated cheques each in the amount of \$5,000 from ProTerra for the September Payment, the October Payment and the November Payment.
9. The September Payment has been collected.

10. The October Payment was returned as not sufficient funds. This represented a default under the Agreement. However, ProTerra subsequently provided a replacement cheque for the October Payment which has now been collected by the Receiver.

***Default***

11. The Receiver misplaced the cheque for the November Payment. On December 17, 2010, the Receiver corresponded with Joan Havens of ProTerra and requested a replacement cheque for the November Payment. The Receiver subsequently contacted Ms. Havens on a number of occasions requesting an update with respect to the receipt of the replacement cheque for the November Payment. On February 3, 2011, Ms. Havens assured the Receiver that ProTerra would make the \$5,000 payment on account of the outstanding November Payment by February 28, 2011.
12. On March 7, 2011, Ms. Havens advised the Receiver that the November Payment was delayed.

***Notice and Demand for Payment***

13. By letter dated March 8, 2011, the Receiver demanded payment within 21 days of the \$5,000 on account of the outstanding November Payment failing which the Receiver would instruct legal counsel to obtain judgment (the "Notice Period"). Attached hereto as **Schedule C** is a true copy of the letter dated March 8, 2011 from the Receiver to ProTerra.
14. The Receiver has not received the November Payment. The Notice Period has expired.

***Consent to Judgment***

15. The failure to make the November Payment constitutes a default under the terms of the Agreement.
16. Pursuant to the Agreement, ProTerra executed a consent to judgment and agreed that the Receiver could move for judgment in the event that there was an event of default under the terms of the Agreement.

### **Transfer of Funds to Bankruptcy Estate**

17. The Receiver, in accordance with the Order appointing it, filed an assignment in bankruptcy for ACS on April 28, 2011. Zeifman Partners Inc. was appointed as trustee of the bankrupt estate, subject to approval by the creditors. The first meeting of creditors of the bankrupt will be held on May 19, 2011. Attached hereto as **Schedule D** is a true copy of the Notice of Bankruptcy and First Meeting of Creditors dated April 29, 2011.
18. In the Receiver's Ninth Report to the Court dated April 15, 2011 (the "**Ninth Report**"), the Receiver reported that the ending cash balance was approximately \$4,950,000, being comprised of approximately \$4,855,000 (CAD) and \$95,000 (USD). There have been no significant changes to the cash balances since the Ninth Report. Attached hereto as **Schedule E** is a true copy of the Interim Statement of Receipts and Disbursements for the period from May 6, 2010 to April 11, 2011 as contained in the Ninth Report.
19. There are two potential claims in the aggregate approximate amount of \$487,000 against the receivership estate. Miller's Electric Limited ("**Miller's Electric**") has asserted a repairer's lien under the *Repair and Storage Liens Act* (the "RSLA") in the approximate amount of \$287,000 in respect of work completed in relation to the move by ACS from its former premises to the premises located at 1574 Eagle Street North, Cambridge.
20. Aalbers Tool & Mold Inc. ("**Aalbers**") claims entitlement to approximately \$200,000 (USD) being held by the Receiver in relation to certain tooling that was delivered up by Aalbers to the Receiver during the receivership.
21. The claims of Miller's Electric and Aalbers are the subject of motions in the receivership proceeding for their determination.
22. In addition to the claims of Miller's Electric and Aalbers which remain to be determined against the receivership estate, as previously reported in the Receiver's Ninth Report a claim against ACS Precision Components (Shanghai) Co. Ltd. still remains to be determined.

23. The Receiver recommends that \$3.8 million be transferred from the receivership estate to the bankruptcy estate at this time. This will result in approximately \$1,150,000 remaining in the receivership as a reserve for potential claims and professional fees of the Receiver and its legal counsel to complete the administration of the receivership estate.

**Miller's Electric Motion**

24. Miller's Electric has served a Notice of Motion returnable May 26, 2011 for a determination of its claim under the RSLA. The Receiver and Miller's Electric have agreed to the following timetable:

- (a) The Receiver shall serve responding materials, if any, by June 30, 2011;
- (b) Miller's Electric shall serve reply materials, if any, by July 15, 2011;
- (c) Cross-examinations, if any, shall be conducted by August 31, 2011;
- (d) Undertakings, if any, arising from any cross-examinations shall be fulfilled by October 15, 2011; and
- (e) The hearing of the Motion shall be scheduled on a date to be agreed by the parties or as fixed by the Court.

**Recommendation of the Receiver**

25. The Receiver respectfully requests an Order:
- (a) for judgment against ProTerra in the amount of \$5,000.00 plus interest in accordance with the terms of the Agreement and Consent to Judgment signed by ProTerra;
  - (b) approving the transfer of \$3,800,000 from the receivership estate to the bankruptcy estate plus such further transfers as the Receiver deems appropriate;
  - (c) approving the timetable in connection with the motion brought by Miller's Electric.

All of the foregoing is respectfully submitted this 18th day of May, 2011.

**ZEIFMAN PARTNERS INC., Court  
Appointed Receiver of ACS Precision  
Components Partnership**

Per: 

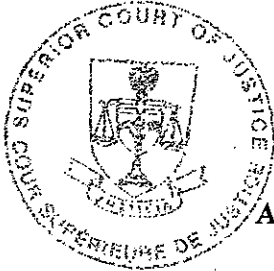
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Allan Rutman, President

**SCHEDULE A**

**Order of the Honourable Mr. Justice Campbell dated May 6, 2010**

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

THE HONOURABLE	)	THURSDAY, THE 6 <sup>TH</sup> DAY
	)	
MR. JUSTICE CAMPBELL	)	OF MAY, 2010
	)	



**BANK OF MONTREAL**

Applicant

- and -

**ACS PRECISION COMPONENTS PARTNERSHIP**

Respondent

**ORDER**

THIS APPLICATION made by the Applicant for, *inter alia*, an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Zeifman Partners Inc. ("ZP") as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of ACS Precision Components Partnership (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Alex McIntosh sworn May 4, 2010 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the Debtor and ATS Automation Tooling Systems Inc., the Debtor consenting, and on reading the consent of ZP to act as the Receiver,



## **SERVICE**

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

## **APPOINTMENT**

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

## **RECEIVER'S POWERS**

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

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

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

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

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

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

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

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to file an assignment for the general benefit of the creditors of the Debtor or consent to the making of a Bankruptcy Order on behalf of the Debtor; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

#### **SPECIFIC PROVISIONS**

4. THIS COURT ORDERS that the Agreement Regarding Receivership dated May 4, 2010 (the "Agreement") among the Applicant, the Debtor and ZP, a copy of which is attached hereto as Schedule "A", including Exhibits "A" and "B" attached thereto, be and it is hereby ratified and approved, and shall have full force and effect in the within proceedings. In the event of any inconsistency between the terms of the Agreement and the provisions of this Order, the terms of the Agreement shall govern.

5. THIS COURT ORDERS that, without limiting paragraph 4 above, the Receiver is authorized to do all things contemplated to be done by the Receiver in the Agreement, as and when contemplated to be done therein. For certainty, the Receiver shall be under no obligation to cause the Debtor to produce component parts for any customers of the Debtor save and except in accordance with the Agreement.

**DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

6. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former officers, employees, agents, accountants, legal counsel and partners, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
7. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
8. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate

access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

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

#### **NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

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

### **EMPLOYEES**

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

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

#### **PIPEDA**

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

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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



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

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

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

#### **RECEIVER'S ACCOUNTS**

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### FUNDING OF THE RECEIVERSHIP

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$600,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

### GENERAL

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

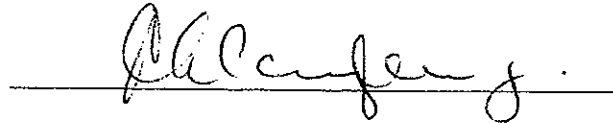
27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

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

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

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

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



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

MAY 06 2010

PER / PAR: TV

**SCHEDULE "A"**  
**AGREEMENT REGARDING RECEIVERSHIP**

## **AGREEMENT REGARDING RECEIVERSHIP**

ACS Precision Components Partnership, an Ontario partnership ("Borrower"), Bank of Montreal ("Lender") and Zeifman Partners Inc. ("ZP") enter into this Agreement Regarding Receivership (this "Agreement") on May 4, 2010.

### **BACKGROUND**

A. Pursuant to a Commitment Letter dated December 16, 2008 and related loan and security documents (together, the "Loan Documents"), Lender provided secured financing to Borrower. Borrower is in default of its obligations to Lender and Lender has demanded repayment of the obligations outstanding under the Loan Documents and issued a Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* (the "Act").

B. Borrower acknowledges that as of April 22, 2010, its obligations to Lender (inclusive of its obligations arising from Borrower's guarantee of the obligations of OMEX Manufacturing ULC) totalled \$3,704,134.28 plus accrued but unpaid interest from and after April 22, 2010 and costs and expenses called for by the Loan Documents (the "Loans").

C. In an effort to maximize the value of its assets and provide an opportunity for its customers to orderly re-source their production to other suppliers, subject to the terms of this Agreement, Borrower has agreed to consent to the appointment of a receiver and manager over its assets and operations.

Based on the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

### **TERMS AND CONDITIONS**

1. Borrower consents to each of the following:
  - (a) the granting of an Order (the "Order") by the Ontario Superior Court of Justice, Commercial List (the "Court") on the application of the Lender for the appointment of a receiver (the "Receiver") of all of the assets, undertakings and properties of the Borrower under Section 243 of the Act and Section 101 of the Courts of Justice Act; and
  - (b) the appointment in the Order of ZP as Receiver.
2. Borrower acknowledges that it is in default under the Loan Documents and pursuant to Section 244 of the Act hereby waives the 10 day notice period prescribed thereby.
3. In consideration of Borrower's consents and waivers set forth in this Agreement, Lender agrees to allow the Receiver, in acting pursuant to the Order, to use

cash proceeds of accounts receivable and inventory ("Cash Collateral") on the following terms:

- (a) the Receiver will not be allowed to use any cash proceeds from fixed asset sales (such proceeds will be segregated by the Receiver in a separate account pending Court approval for the distribution of such proceeds).
- (b) Cash Collateral may be used only to the extent the following formula is satisfied (the "Formula");
  - (i) remaining Cash Collateral being held by Receiver in a segregated deposit account; plus
  - (ii) 90% of accounts subject to a setoff limitation substantially in the form of paragraph 3 of the form Accommodation Agreement attached as Exhibit A (the "Form Accommodation Agreement"); plus
  - (iii) 70% of raw materials and finished goods inventory which are subject to a purchase obligation under a Form Accommodation Agreement or Letter Agreement; plus
  - (iv) 85% of the amount of any tooling accounts that customers agree in writing to pay within 30 days without setoff or reduction on any basis;

is equal to or greater than the sum of the following:

- (i) the balance of the Loans (inclusive of unpaid interest and fees), plus
  - (ii) a reserve of \$100,000 (the "Wind Down Reserve"), plus
  - (iii) a reserve of \$300,000 (the "Employee Claim Reserve"), plus
  - (iv) a reserve equal to Receiver's good faith estimate of unpaid professional fees and costs owing to Receiver and its counsel (the "Fee Reserve").
- (c) The Formula will be calculated on a daily basis based on Cash Collateral, accounts receivable and inventory balances, with all amounts [other than inventory values] updated daily. [Inventory values adjusted on Tuesday of each week based on actual inventory levels as of the close of business on the prior Friday].

- (d) the Receiver will not be allowed to use any Cash Collateral for production after May 13, 2010 for any customer representing 4% or more of Borrower's historical sales unless the customer agrees to the accommodations outlined in the Form Accommodation Agreement.
- (e) Subject to the Formula and there being sufficient Cash Collateral available to fund such expenses, the Receiver may use (i) the Employee Claim Reserve to fund vacation pay and accrued but unpaid wages owing to Borrower's employees as of the effective date of the receivership, (ii) the Wind Down Reserve to fund costs and expenses incurred by Receiver after production ceases for all customers, and (iii) the Fee Reserve to pay professional fees owing to Receiver and its legal counsel.
- (f) For certainty, any "Surcharges" (as that term is defined in the Form Accommodation Agreement or the Letter Agreement, as defined below) paid by Customers will be Cash Collateral.
- (g) Lender will have no obligation to make any new advances to Borrower or the Receiver.

4. Lender will:

- (a) promptly seek the appointment of ZP as Receiver; and
- (b) consent to the Receiver's sale of dedicated machinery, equipment, tooling and fixtures owned by Borrower ("Dedicated Assets") for an amount not less than 90% of appraised fair market value as provided for in the Corporate Assets Valuations Appraisal dated April 23, 2010; for certainty, "dedicated" means used solely by Borrower in producing component parts for a particular customer and not reasonably useable in producing component parts for third parties).

5. Subject to being appointed as Receiver and this Agreement and the exhibits hereto being approved by the Court, and subject to any further Order of the Court, ZP agrees that it will:

- (a) use its best efforts to cause Borrower to produce parts banks for customers who execute the Form Accommodation Agreements substantially in the form of Exhibit "A" ("Participating Customers") and to otherwise cooperate with the Participating Customers in their re-sourcing activities;



- (b) seek expedited court approval, if necessary, to sell Dedicated Assets on the terms of subsection 4(b) above;
- (c) not allow any customer to remove Tooling (as defined in the Form Accommodation Agreement) from Borrower's possession unless (i) required to do so by court order, or (ii) the customer pays (or agrees to pay in a written agreement satisfactory to Receiver) all accounts payable owing to Borrower subject to the setoff limitations provided in the Form Accommodation Agreement (regardless of whether the customer has executed a Form Accommodation Agreement);
- (d) use Cash Collateral consistent with the terms of this Agreement;
- (e) use the Employee Claim Reserve to fund vacation pay and accrued but unpaid wages owing to Borrower's employees as of the effective date of the receivership; and
- (f) use its best efforts to get all customers representing less than 4% of Borrower's historical sales to execute and deliver a letter agreement substantially in the form of Exhibit B (the "Letter Agreement") in exchange for the Receiver allowing Borrower to produce goods for such customers.

6. ZP will have no obligations or duties under this Agreement unless and until it is appointed Receiver and this Agreement and the Exhibits hereto being approved by the Court.

7. This Agreement sets forth the entire agreement and understanding of the parties, and supersedes all prior agreements and understandings between the parties with respect to the assignment. This Agreement will be binding on, and inure to the benefit of, the parties and their successors and assigns.


8. This Agreement may be signed in counterparts, each of which will be an original and both of which taken together will constitute one agreement, and facsimile signatures will be treated as original for all purposes.

9. This Agreement may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

**[End of document –signatures are set forth on the next page]**

[Signature page to Agreement Regarding Receivership dated May 4, 2010]

**BANK OF MONTREAL**

By:   
Name: Dave Coutts  
Title: Account Manager  
I have authority to bind the Bank

**ZEIFMAN PARTNERS INC.**

By: \_\_\_\_\_  
Name: Allan Rutman  
Title: President  
I have authority to bind the  
Company

**ACS PRECISION COMPONENTS  
PARTNERSHIP**


By: \_\_\_\_\_  
Name: Matthew Richey  
Title: Chief Executive Officer  
  
And  
By: \_\_\_\_\_  
Name: Douglas Spittal  
Title: Executive V-P  
We have authority to bind the  
Partnership

[Signature page to Agreement Regarding Receivership dated May 4, 2010]

**BANK OF MONTREAL**

By: \_\_\_\_\_  
Name: Dave Coutts  
Title: Account Manager  
I have authority to bind the Bank

**ZEIFMAN PARTNERS INC.**

By:  \_\_\_\_\_  
Name: Allan Rutman  
Title: President  
I have authority to bind the  
Company

**ACS PRECISION COMPONENTS  
PARTNERSHIP**

By: \_\_\_\_\_  
Name: Matthew Richey  
Title: Chief Executive Officer

And  
By: \_\_\_\_\_  
Name: Douglas Spittal  
Title: Executive V-P  
We have authority to bind the  
Partnership

[Signature page to Agreement Regarding Receivership dated May 4, 2010]

**BANK OF MONTREAL**

By: \_\_\_\_\_  
Name: Dave Coutts  
Title: Account Manager  
I have authority to bind the Bank

**ZEIFMAN PARTNERS INC.**

By: \_\_\_\_\_  
Name: Allan Rutman  
Title: President  
I have authority to bind the  
Company

**ACS PRECISION COMPONENTS  
PARTNERSHIP**

By: Matthew Richey  
Name: Matthew Richey  
Title: Chief Executive Officer

And  
By: [Signature]  
Name: Douglas Spittal  
Title: Executive V-P  
We have authority to bind the  
Partnership

## EXHIBIT A

### CUSTOMER ACCOMMODATION AGREEMENT

Zeifman Partners Inc., solely in its capacity as receiver and manager of ACS Precision Components Partnership, an Ontario partnership ("ACS") and \_\_\_\_\_ ("Customer") enter into this Customer Accommodation Agreement (this "Agreement") as of May \_\_, 2010.

### BACKGROUND

A. ACS manufactures component parts for Customer (the "Component Parts") pursuant to various purchase orders and supply contracts (each a "Purchase Order" and collectively, the "Purchase Orders").

B. ACS defaulted on its obligations to its senior lender, Bank of Montreal ("BMO") and BMO demanded payment of all outstanding obligations on April 27, 2010.

C. On May 6, 2010 at approximately \_\_\_\_\_ p.m. E.D.T. (the "Effective Date"), the Ontario Superior Court of Justice, Commercial List (the "Receivership Court") entered an order (the "Receivership Order") appointing Zeifman Partners Inc. as receiver and manager of ACS (the "Receiver").

D. The Receivership Order provides that the Receiver is under no obligation to allow ACS to continue to produce Component Parts for any customer unless such customer enters into acceptable arrangements with the Receiver.

E. Subject to the terms and conditions of this Agreement, Receiver has agreed to allow ACS to manufacture and supply Component Parts to Customer.

**BASED** on the foregoing background and for good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

### TERMS AND CONDITIONS

1. Payment of Existing Accounts. For convenience, all amounts owing by Customer to ACS for Component Parts shipped on or before the Effective Date or for tooling that has received so-called "PPAP" or equivalent approval on or before the Effective Date are collectively referred to as the "Pre-Effective Date Payables". Customer acknowledges and agrees that the Pre-Effective Date Payables are equal to at least CDN \$ \_\_\_\_\_ and that subject to any Allowed Setoffs (defined below), Customer claims no rights of setoff or any other claim of any nature whatsoever and that the foregoing amount is due and owing, in full, by the Customer to ACS. By May \_\_, 2010 Customer will pay all Pre-Effective Date Payables subject to the terms of Section 3 below; payment will be made by cheque and must be received by the

Receiver on or before May \_\_\_\_, 2010 at the address set forth under the Receiver's signature below or via wire transfer as follows:

\_\_\_\_\_, Toronto Canada

SWIFT No: \_\_\_\_\_

Account No: \_\_\_\_\_

Account Name: Zeifman Partners, as receiver and manger of  
ACS Precision Components Partnership

2. Expedited Payment Terms. For shipments of Component Parts to Customer after the Effective Date (the "Post-Effective Date Payables"), Customer will pay for shipments on terms of net 7 days or better.

3. Limitation of Setoff Rights. With respect to all accounts payable owing to ACS, whether arising before or after the Effective Date, Customer agrees to suspend and not assert any defenses, rights and claims for setoffs, deductions and/or recoupment other than for Allowed Setoffs. For purposes of this Agreement, "Allowed Setoffs" means setoffs, recoupments or deductions for defective or nonconforming products, short shipments, misshipments, or *bona fide* billing errors (improper invoices or mispricing). Provided further that under no circumstances will (a) Allowed Setoffs exceed ten percent (10%) of the face amount of any *bona fide* invoice, or (b) setoffs or recoupments, including Allowed Setoffs, be taken against the Surcharge (as defined below).

4. Surcharges. For all Component Parts shipped to Customer after the Effective Date, Customer agrees to pay a thirty percent (30%) surcharge (the "Surcharge") in excess of the applicable Purchase Order price. Additionally, Customer will bear the cost of premium freight to the extent it is incurred in connection with delivery of Component Parts to Customer. If Receiver, acting reasonably, believes that the Surcharge is insufficient to fully fund Customer's pro-rata share of all cash losses incurred or to be incurred in producing Component Parts for Customer (including Receiver's and its counsel's professional fees and costs, the cost of winding down the operations of ACS when all production ceases and payment of any employee claims other than termination and severance pay), on 5 days' written notice to Customer, unless Customer agrees in writing to increase its Surcharge to the level requested by Receiver, Receiver will have the right to cause ACS to cease production for Customer.

5. Tooling Purchase Orders. Customer previously entered into purchase orders or other agreements (the "Tooling Purchase Orders") with ACS for the tooling, gauges, molds, fixtures, and appurtenances thereto described on Schedule A (collectively, the "Tooling"). In turn, ACS entered into agreements with third parties to manufacture the Tooling (the "Tool Vendor"); as of the Effective Date, the Tooling was not completed such that payment was not due under the applicable Tooling Purchase Order. In respect of the Tooling Purchase Orders, Customer agrees to (a) assume full responsibility for dealing with Tool Vendors (by assuming ACS' obligations to Tool Vendor or entering into a new contract with Tool Vendor(s)), (b) within 10 days after

receipt of reasonable documentation from the Receiver to evidence the amount due, pay to Receiver an amount equal to the sum of any payments previously made by ACS to the Tool Vendors in respect of the Tooling, with such payments made without setoff, recoupment or deduction for any reason, and (c) upon the Tooling receiving final PPAP approval, pay to the Receiver (without setoff or deduction on any basis) an amount equal to the difference between (i) the applicable ACS Tooling Purchase Order price, minus (ii) amounts paid by Customer to Tool Vendors in respect of the Tooling, minus (iii) amounts paid to Receiver under subpart (b) above. Upon Customer's payment of the foregoing amounts, any right, title or interest of the Receiver or ACS to the subject Tooling will pass to Customer and Customer will thereafter be released from any further payment obligation to the Receiver or ACS on account of the Tooling Purchase Order.

6. Inventory Purchase. At the earlier of the time Customer re-sources any Component Part from ACS or when ACS ceases production of Component Parts, Customer agrees to purchase from Receiver (free and clear of all liens, security interests and charges), all raw materials, work in process and finished goods inventory related to the manufacture, production or assembly of the subject Component Part (the "Customer Inventory") that is "useable" and in a "merchantable" condition. The price for the Customer Inventory to be purchased under this Paragraph 6 will be calculated as follows:

- (a) for raw material – 100% of the cost of the raw material, with cost based on ACS' actual landed cost;
- (b) for work-in-process – 100% of the applicable Purchase Order price plus the Surcharge, with such amount pro-rated on a percentage of completion basis; and
- (c) for finished Component Parts – 100% of the applicable Purchase Order price plus the Surcharge.

For the purpose of this Agreement, the term "useable" means inventory in quantities that are reasonably useable by Customer or Customer's new suppliers in the production of Component Parts. The term "merchantable" as used in this Agreement means of good quality and in conformance with any applicable Purchase Order specifications. Customer will pay the purchase price for the Customer Inventory without setoff, recoupment or other deduction of any kind or nature prior to taking delivery of such Customer Inventory.

7. Continue to manufacture; allocation of resources. Subject to the availability of sufficient financing, raw materials, labor, machine capacity and the terms of Paragraph 4 above, Receiver will use its best efforts to cause ACS to continue to manufacture Component Parts in accordance with Customer's requirements. Production capacity and available resources will be allocated equitably among all customers providing accommodations substantially equivalent to those provided in this

Agreement (such customers are referred to collectively as the "Participating Customers").

8. Inventory Bank. Upon Customer's reasonable request and subject to availability of sufficient financing, raw materials, labor, machine capacity and the terms of Paragraph 4 above, Receiver will use its best efforts to cause ACS to build inventory banks of Component Parts ("Inventory Banks"). Inventory Banks will be shipped as produced and Customer will pay for same in accordance with Paragraphs 2, 3, and 4. Receiver will use its best efforts to cause ACS to allocate available capacity and resources equitably among the Participating Customers. For purposes of Paragraph 7 and this Paragraph 8, an "equitable allocation" means that Customer's production will receive at least a pro-rata share of available resources or capacity (including any excess capacity used to produce parts banks) based on the dollar value of Customer's and other Participating Customers' respective purchases from ACS during the one (1) year period prior to the Effective Date.

9. Cooperation in Re-Sourcing. Receiver will cause ACS to provide Customer and its new supplier(s) reasonable access to ACS' manufacturing operations to facilitate the transfer of production of the Component Parts provided such access does not unreasonably interfere with production for other Participating Customers. Further, Customer agrees to give Receiver as much advance notice as possible, and in no event less than twenty-one (21) days' notice, regarding Customers re-sourcing plans so Receiver can manage ACS' operations in an efficient and economical manner.

10. Tooling Acknowledgement.

- (a) Within ten (10) days of execution of this Agreement, Customer will provide Receiver a list of all tooling, dies, test and assembly fixtures, jigs, gauges, paint racks, patterns, casting patterns, cavities, molds and documentation including engineering specifications and test reports together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances used by ACS in connection with its manufacture of Component Parts for the Customer (collectively "Tooling") and claimed to be owned by the Customer. Customer and Receiver will exercise best efforts in good faith to resolve any discrepancy or dispute relating to the ownership of such Tooling.
- (b) As soon as practicable, but in any event no later than forty-five (45) days after the execution of this Agreement, Receiver will attach to this Agreement Schedule B listing all Tooling Customer claims to be owned by Customer and to which the Receiver acknowledges and agrees are owned by Customer (the "Customer's Tooling"). By appending Schedule B, Receiver acknowledges and agrees that Customer's Tooling is owned by the Customer and that no person or entity other than Customer has any right, title or interest in



Customer's Tooling other than ACS' right, subject to Customer's unfettered discretion, to utilize Customer's Tooling in the manufacture of Component Parts pursuant to the terms of the Purchase Orders (as amended by this Agreement). Subject to Customer's compliance with the terms of this Agreement, Customer will have the right to take immediate possession of the Customer's Tooling at any time, should Customer elect to exercise such right, and Receiver agrees to cooperate with Customer in its taking possession of the Customer's Tooling.

- (c) In the event of a dispute as to the ownership of any one or more items of Tooling, Customer will have the right to apply to the Ontario Superior Court of Justice, Commercial List in the receivership proceeding of ACS to determine ownership of such Tooling.

11. No liability. The Receiver will not be deemed to be a successor to ACS in respect of any obligations under the Purchase Orders or the Tooling Purchase Orders (collectively, the "Customer Agreements") and Receiver is acting solely in its capacity of receiver and manager of ACS and with no personal or corporate liability. Subject to the Allowed Setoffs, Customer further agrees that Receiver will have no liability to Customer for, and Customer will indemnify and hold Receiver harmless from and against any claims of third parties for, (a) any failure to supply Component Parts, including without limitation, in the quantities or at the times requested by Customer, (b) breaches by ACS of any agreements it has with Customer, and (c) any liability for non-conforming or defective Component Parts sold to Customer, including in respect of product liability claims and claims for latent defects in such Component Parts. **FURTHER, RECEIVER HAS NOT GIVEN AND WILL NOT BE DEEMED TO HAVE GIVEN ANY CUSTOMER OR ITS SUCCESSORS OR PERMITTED ASSIGNS ANY WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), IN RESPECT OF ANY COMPONENT PARTS OR CUSTOMER INVENTORY. ALL CONDITIONS AND WARRANTIES EXPRESSED OR IMPLIED BY THE SALE OF GOODS ACT OF ONTARIO DO NOT APPLY HERETO AND HAVE BEEN WAIVED BY THE CUSTOMER.**

12. General Terms.

A. Authorization. The parties executing this Agreement warrant that they have the corporate power and authority to execute this Agreement and this Agreement has been duly authorized by the parties.

B. Cooperation. Each party agrees to cooperate fully and in good faith with the other parties and to take all additional actions that may be necessary to give full force and effect to this Agreement.

C. Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation of this Agreement.

D. No Waiver; Cumulative Remedies; Unenforceability. No party to this agreement will by any act, delay, indulgence, omission, or otherwise be deemed to have waived any right or remedy under this Agreement, or any other agreement between the parties or between Customer and ACS, or of any breach of the terms and conditions of this Agreement or any other agreement between the parties or between Customer and ACS. A waiver by any party of any right or remedy under this Agreement on any one occasion will not be construed as a bar to any right or remedy which that party would otherwise have had on a subsequent occasion. No failure to exercise, nor any delay in exercising, any right, power, or privilege under this Agreement, by any party will operate as a waiver, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative, may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by any other agreements or applicable law. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby.

E. Reservation of Rights. Subject to the terms of this Agreement, Customer expressly reserves and does not waive any claims it has against ACS, including without limitation, for breaches of any Purchase Order, or obligations under any other agreements between Customer and ACS.

F. Waivers and Amendments; Successors and Assigns. No term or provision of this Agreement may be waived, altered, modified, or amended except by a written instrument, duly executed by the parties hereto. This Agreement and all of the parties' obligations are binding upon their respective successors, and together with the rights and remedies of the parties under this Agreement, inure to the benefit of the parties and their respective successors; provided, further, no party will assign any of its rights under this Agreement.

G. Counterparts. This Agreement may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument, and it will not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. For purposes of this Agreement, facsimile signatures will be treated as originals.

H. Jurisdiction. Customer agrees to submit to the jurisdiction of the Ontario Superior Court of Justice, Commercial List in connection with any dispute under this Agreement and agrees that if the Receiver is required to seek the assistance of the Receivership Court to enforce this Agreement, in addition to any other remedies

available under applicable law, the Receiver will be entitled to recover its reasonable lawyer's fees and costs so incurred.

I. Entire Agreement; Conflicts; Ambiguous Language. This Agreement, together with any other agreements and schedules referenced to herein or executed in connection with this Agreement, constitutes the entire understanding of the parties in connection with the subject matter hereof. To the extent any term or condition of this Agreement is inconsistent or in conflict with the terms of any other agreements between ACS or the Receiver and the Customer, the terms of this Agreement will govern and control to the extent necessary to resolve such inconsistency or conflict. This Agreement is being entered into among competent persons who are experienced in business and represented by counsel, and has been reviewed by the parties and their respective counsel. Therefore, any ambiguous language in this Agreement will not necessarily be construed against any particular party as the drafter of such language.

J. Governing Law. This Agreement is made in the Province of Ontario and shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario and of Canada applicable therein and the parties irrevocably attorn to the jurisdiction of the Court and other appropriate courts of the Province of Ontario in respect of any matters and disputes arising in connection with this Agreement.

K. CONSULTATION WITH COUNSEL. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL BEFORE EXECUTING THIS AGREEMENT AND ARE EXECUTING SUCH AGREEMENT WITHOUT DURESS OR COERCION AND WITHOUT RELIANCE ON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OF THE RECEIVER, OTHER THAN THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT.

[Intentionally left blank, signature page continued on following page]

**[Signature page to Customer Accommodation Agreement]**

"Receiver"

**ZEIFMAN PARTNERS INC.**, solely in its capacity as Receiver and Manager of ACS Precision Components Partnership and with no personal or corporate liability

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

Its: \_\_\_\_\_

**Address for notices:**

One Toronto Street  
PO Box 28  
Suite 910  
Toronto, Ontario M5C 2C6 Canada

**"CUSTOMER"**

\_\_\_\_\_

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

Its: \_\_\_\_\_

**Address for notices:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**

**[ZEIFMAN PARTNERS INC. LETTERHEAD]**

May \_\_\_\_, 2010

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re: ACS Precision Components Partnership ("ACS")**

Dear Customer:

ACS manufactures various component parts (the "Component Parts") for \_\_\_\_\_ ("Customer" or "you") pursuant to various purchase orders and supply contracts (each a "Purchase Order" and collectively the "Purchase Orders"). At approximately \_\_\_\_ p.m. E.D.T. on May 6, 2010 (the "Effective Date"), the Ontario Superior Court of Justice, Commercial List, entered an order (the "Receivership Order") appointing Zeifman Partners Inc. as receiver and manager (the "Receiver") of ACS.

The Receivership Order provides that the Receiver is under no obligation to allow ACS to continue to produce Component Parts for any customer unless such customer enters into acceptable arrangements with the Receiver. The purpose of this letter agreement is to set forth the terms and conditions pursuant to which the Receiver will allow ACS to manufacture Component Parts for you.

Subject to the availability of sufficient financing, raw materials, labor and machine capacity and subject to the following terms, the Receiver will use its best efforts to cause ACS to continue to manufacture Component Parts in accordance with Customer's requirements:

1. **Payment of Existing Accounts.** You acknowledge and agree that the aggregate amount owing by you to ACS for Component Parts shipped on or before the Effective Date (the "Pre-Effective Date Payables") is no less than CDN \$ \_\_\_\_\_. By May \_\_\_\_, 2010, you will pay all Pre-Effective Date Payables in accordance with the terms of Section 3 below.
2. **Expedited Payment Terms.** For shipments of Component Parts to you after the Effective Date (the "Post-Effective Date Payables"), you will pay for all invoices provided by ACS on terms of net seven (7) days or better.

3. **Limitation of Setoff Rights.** With respect to Pre-Effective Date Payables and Post-Effective Date Payables, you agree to suspend and not assert any defenses, rights and claims for setoffs, deductions and/or recoupment other than for Allowed Setoffs. For purposes of this letter agreement, "Allowed Setoffs" means setoffs, recoupments or deductions for defective or nonconforming products, short shipments, misshipments, or billing errors (improper invoices or mispricing). Provided further that under no circumstances shall (a) Allowed Setoffs exceed ten percent (10%) of the face amount of any *bona fide* invoice, or (b) setoffs or recoupments, including Allowed Setoffs, be taken against the Surcharge (as defined below).
4. **Surcharge.** For all Component Parts shipped to you after the Effective Date, you agree to pay a [thirty percent (30%)] increase (the "Surcharge") in excess of current Purchase Order prices.
5. **Inventory Purchase.** You agree to purchase from Receiver, at the time of resourcing any Component Part, all raw materials, work in process and finished goods inventory related to the manufacture, production or assembly of the subject Component Part (collectively, the "Customer Inventory") that is "useable" and in a "merchantable" condition. The price for the Customer Inventory to be purchased under this Section will be calculated as follows:
  - (a) for raw material – 100% of the cost of the raw material, with cost based on ACS' actual landed cost;
  - (b) for work-in-process – 100% of the applicable Purchase Order price plus the Surcharge, with such amount pro-rated on a percentage of completion basis; and
  - (c) for finished Component Parts – 100% of the applicable Purchase Order price plus the Surcharge.

For the purpose of this Agreement, the term "useable" means inventory in quantities that are reasonably useable by you or your new suppliers in the production of Component Parts. The term "merchantable" as used in this Agreement means of good quality and in conformance with any applicable Purchase Order specifications. You agree to pay the purchase price for the Customer Inventory without setoff, recoupment or other deduction of any kind or nature within three (3) days of taking delivery of such Customer Inventory.

6. **No Liability.** Receiver is acting solely in its capacity of receiver and manager of ACS and with no personal or corporate liability. Further, Receiver will not be deemed to be successors to ACS in respect of any obligations under the Purchase Orders. You also agree that the Receiver will have no liability to you for, (a) any failure to supply Component Parts, including without limitation, in the quantities or at the times requested by you, (b) breaches by ACS of any agreements it has with you, and (c) Component Parts sold to you (including in respect of product liability claims and claims for latent defects in such Component Parts).
7. **No Warranty.** RECEIVER HAS NOT GIVEN AND WILL NOT BE DEEMED TO HAVE GIVEN ANY CUSTOMER OR ITS SUCCESSORS OR PERMITTED ASSIGNS ANY WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), IN RESPECT OF ANY COMPONENT PARTS OR CUSTOMER INVENTORY. ALL CONDITIONS AND WARRANTIES EXPRESSED OR IMPLIED BY THE SALE OF GOODS ACT OF ONTARIO DO NOT APPLY HERETO AND HAVE BEEN WAIVED BY THE CUSTOMER.

Please acknowledge your agreement to these terms by signing in the space provided. This letter may be signed in counterparts and facsimile copies of signatures will constitute originals for all purposes. This letter sets forth the entire understanding of the parties with respect to the subject matter hereof.

ZEIFMAN PARTNERS INC., solely in its capacity as Receiver and Manager of ACS Precision Components Partnership and with no personal or corporate liability

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

Its: \_\_\_\_\_

**Acknowledged and agreed:**  
**[CUSTOMER]**

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

Its: \_\_\_\_\_  
an authorized representative

## SCHEDULE "B"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

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

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

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

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

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



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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Zeifman Partners Inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

BANK OF MONTREAL  
Applicant and  
ACS PRECISION COMPONENTS  
PARTNERSHIP  
Respondent

Court File No: 10-8702-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER**

MILLER THOMSON LLP  
ONE LONDON PLACE  
255 QUEENS AVENUE, SUITE 2010  
LONDON, ON CANADA N6A 5R8  
Tony Van Klink LSUC#: 29008M  
Tel: 519.931-3509  
Fax: 519.858.8511

Lawyers for the Applicant

## **SCHEDULE B**

**Agreement dated August 25<sup>th</sup>, 2010 between the Receiver and ProTerra**

ONTARIO  
SUPERIOR COURT OF JUSTICE- COMMERCIAL LIST

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

ACS PRECISION COMPONENTS PARTNERSHIP

Respondent

AGREEMENT

WHEREAS Zeifman Partners Inc., is the court-appointed receiver and manager of ACS Precision Components Partnership (the "Receiver") appointed pursuant to an order of the Court in the Ontario Superior Court of Justice Commercial List Court File No. 10-8702-00CL (the "Receivership Proceedings");

WHEREAS ProTerra LED Inc. ("ProTerra") acknowledges that it remains indebted to ACS Precision Components Partnership ("ACS") in the amount of \$30,864.16 as per the attached statement of account;

NOW THEREFORE IT IS AGREED:

1. ProTerra acknowledges their obligation to pay the Receiver the sum of \$30,864.16, together with interest on this amount pursuant to the Courts of Justice Act from August 15, 2010 to the date of payment (the "ProTerra Debt").
2. ProTerra confirms and acknowledges that it has no claims or set-offs against ACS or the Receiver with respect to the ProTerra Debt or at all.
3. ProTerra hereby consents to judgment in accordance with the Consent to Judgment attached as Schedule "A" and agrees to provide any additional documents (including signed consents) needed to allow the

Receiver to secure judgment in the event that ProTerra fails to meet its commitments hereunder. The Receiver in turn agrees to take no further steps relating to the Consent to Judgment, provided that ProTerra meets their obligations pursuant to paragraphs 4 of this Agreement.

4. ProTerra agrees to pay to the Receiver the ProTerra Debt by making payments as follows:

- (a) On or before August 16, 2010, ProTerra or its resourced supplier will pay the Receiver \$15,864.15 in the form of certified cheque or wire transfer (the "August 16<sup>th</sup> Payment");
- (b) On or before September 16, 2010, ProTerra will pay the Receiver \$5,000;
- (c) On or before October 16, 2010, ProTerra will pay the Receiver \$5,000; and
- (d) On or before November 16, 2010, ProTerra will pay the Receiver \$5,000.

5. Upon the August 16<sup>th</sup> Payment, ProTerra will deliver to the Receiver post-dated cheques payable to "Zeifman Partners Inc." representing the Payments due under 4(b), 4(c) and 4(d) above (the "Cheques").

6. Upon the August 16<sup>th</sup> Payment, the Receiver will cause ACS to release mold # 1175D IA and IB (the "ProTerra Tooling") to Proterra or its representatives.

7. In any event, notwithstanding the above, Proterra agrees to pay the Receiver all outstanding installments under 4(b), 4 (c), and 4(d) irrespective of the due date reflected above, upon receipt of the SRED claim filed by Proterra on March 12, 2010 in the amount of \$140,000 (the "ProTerra SRED claim"). The balance received by ProTerra on account of the ProTerra SRED claim, be it less than the amount filed, will not affect ProTerra's obligation to pay the Receiver

all outstanding amounts upon receipt of the funds.

8. ProTerra will be in default of this Agreement if:

- (a) The Cheques are not delivered together with the August 15<sup>th</sup> Payment;
- (b) any cheque or financial instrument delivered by or on behalf of ProTerra to the Receiver to make a Payment is not honoured by the financial institution on which it is drawn or is returned by its bank marked "Stop Payment", "Insufficient Funds" or in any other manner which prevents the transfer to the Receiver of the funds represented by the cheque or financial instrument; or
- (c) ProTerra receives its SRED claim and fails to make immediate payment to the Receiver as provided in Paragraph 7.

9. If ProTerra is in default as provided by the terms of paragraph 8(a), 8(b), or 8(c) then ProTerra shall, on notification by the Receiver of said default, have twenty-one (21) days to provide the Receiver with a wire transfer or certified cheque or bank draft which will remedy this default. Should the default not be provided within the twenty-one (21) days, the Receiver shall be entitled to move for judgment in accordance with the Consent to Judgment (including interest pursuant to the Courts of Justice Act).

10. If the breach is denied by ProTerra, then (i) ProTerra must notify the Receiver of its denial of the breach within seven days of notice of the breach and (ii) the Receiver shall still be entitled to move for judgment in accordance with the Consent to Judgment.

11. Once the ProTerra Debt has been satisfied in full, then the Consent to Judgment shall be returned to ProTerra and shall be of no further force and effect.

12. Notices under this agreement will be provided to ProTerra by email, fax

or regular mail of delivery to:

ProTerra LED Inc.  
PO Box 600  
6 Ridgeview St.  
St. George, ON, N0E 1N0  
Attention: John Johnston  
Fax:  
Email: [jjohnston@proterraled.com](mailto:jjohnston@proterraled.com)

WITH A COPY TO:  
Gowling Lafleur Henderson LLP  
Lawyers • Patent and Trade-mark Agents  
50 Queen Street North, Suite 1020, P.O. Box 2248  
Kitchener, Ontario, N2H 6M2  
Attention: Ron Craigen  
Fax: 519-571-5023  
Email: [Ron.Craigen@gowlings.com](mailto:Ron.Craigen@gowlings.com)

13. Notices under this agreement will be provided to the Receiver by email, fax or regular mail to:

Zeifman Partners Inc.  
201 Bridgeland Avenue  
Toronto, Ontario, M6A 1Y7  
Attention: Allan Rutman / Jonathan Rutman  
Fax: 416-256-4001  
Email: [arutman@zeifmans.ca](mailto:arutman@zeifmans.ca)  
Email: [jrutman@zeifmans.ca](mailto:jrutman@zeifmans.ca)

WITH A COPY TO:

Miller Thomson LLP  
One London Place  
255 Queens Avenue, Suite 2010  
London, Ontario N6A 5R8  
Attention: Tony Van Klink  
Fax: 519.858.8511  
Email: [tvanklink@millerthomson.com](mailto:tvanklink@millerthomson.com)

14. Notices sent by fax are deemed received when they are sent, notices sent by email are deemed received on the next business day after they are sent, and notices by regular mail are deemed received 5 days after they are sent

by regular mail.

15. This agreement shall be interpreted in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the undersigned have executed this Agreement this 26<sup>th</sup> day of August, 2010.

**Zeifman Partners Inc., in its  
capacity as court-appointed  
Receiver and Manager of ACS  
Precision Components Partnership**

---

Authorized Signatory

**ProTerra LED Inc.**



---

Authorized Signatory



## Schedule "A"

Court File No. 10-8702-00CL

*ONTARIO*  
SUPERIOR COURT OF JUSTICE- COMMERCIAL LIST

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

ACS PRECISION COMPONENTS PARTNERSHIP

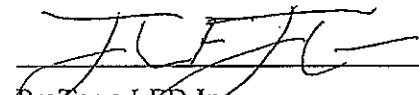
Respondent

## CONSENT

The parties hereto, hereby consent to a Judgment against ProTerra LED Inc. ("ProTerra") in favour of Zeifman Partners Inc., in its capacity as the court-appointed receiver and manager of ACS Precision Components Partnership (the "Receiver") in the sum of \$30,864.16, together with interest on this amount pursuant to the *Courts of Justice Act*, less any installment payments paid by ProTerra to the Receiver beginning August 15, 2010.

The parties hereby certify that the judgment being consented to does not affect the rights of any party acting under a disability.

Date AUGUST 25, 2010

  
ProTerra LED Inc.

Date \_\_\_\_\_

\_\_\_\_\_  
Zeifman Partners Inc.,  
in its capacity as the court-appointed  
receiver of ACS Precision Components Partnership

*ONTARIO*  
SUPERIOR COURT OF JUSTICE- COMMERCIAL LIST

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

ACS PRECISION COMPONENTS PARTNERSHIP

Respondent

JUDGMENT

THIS MOTION made by Zeifman Partners Inc., in its capacity as court-appointed Receiver and Manager of ACS Precision Components Partnership (the "Receiver") was read this day at the City of Toronto.

UPON READING the Consent of the parties filed;

1. THIS COURT ORDERS THAT the ProTerra LED Inc. ("ProTerra") pay to the Receiver, Zeifman Partners Inc., the sum of \$
2. THIS JUDGMENT BEARS INTEREST at the rate of 4% per cent per year commencing on

## **SCHEDULE C**

**Letter dated March 8, 2011 from the Receiver to ProTerra**

# ZEIFMAN PARTNERS INC

March 8, 2011

## **WITHOUT PREJUDICE**

**Via email: [jjohnston@proterraled.com](mailto:jjohnston@proterraled.com)**

ProTerra LED  
435 Elgin Street  
Brantford, Ontario  
N3S 7P5

**Attention: John Johnston**

Dear Sir:

**Re: ACS Precision Components Partnership ("ACS") – In Receivership**

As you are aware Zeifman Partners Inc., Receiver of ACS Precision Components Partnership (the "Receiver") entered into an Agreement ("the Agreement") with ProTerra LED ("ProTerra") regarding an outstanding debt by ProTerra to ACS in the sum of \$30,864.16.

Pursuant to Paragraph 4 of the said Agreement, the Receiver acknowledged receipt of payment from Comp-Tech in the sum of \$15,864.15. In addition, the Receiver also acknowledges receipt of three post dated cheques from ProTerra for \$5,000 each. The cheques were dated September 16, 2010 for \$5,000, October 16, 2010 for \$5,000 and November 16, 2010 for \$5,000. The October payment was returned by our bank as not sufficient funds. The Receiver requested a replacement cheque for the October 16, 2010 payment. Subsequently, the Receiver determined that it had misplaced the November 16, 2010 cheque.

On December 17, 2010 the Receiver corresponded with Joan Havens of ProTerra confirming receipt of a replacement cheque for the October 16, 2010 payment as well as requested a replacement cheque for the November 16, 2010 payment.

Subsequent to our correspondence, the Receiver has contacted Ms. Havens numerous times requesting an update with respect to receipt of the replacement cheque. On February 3, 2011, Ms. Havens provided assurance that the final outstanding payment would be submitted by February 28, 2011. To date, we have yet to receive payment from ProTerra and have been advised by Ms. Havens on March 7, 2011 that the final payment to the Receiver has been delayed.

201 Bridgeland Avenue  
Toronto, Ontario  
M6A 1Y7  
Tel: (416) 256-4005  
Fax: (416) 256-4001  
[www.zeifman.ca](http://www.zeifman.ca)

Please be advised that ProTerra is in default of the Agreement between the Receiver and ProTerra. Pursuant to Paragraph 9 of the Agreement, the Receiver hereby demands within 21 days of this letter payment of the \$5,000. If the default is not cured by providing: (1) a wire transfer; or (2) a certified cheque; or (3) a bank draft, the Receiver will instruct its legal counsel to file the Consent to Judgement and register ProTerra in default.

The Receiver will further instruct counsel to take appropriate measures seeking interest and costs.

Yours very truly,

**Zeifman Partners Inc.**

solely in its capacity as Receiver and Manager  
of ACS Precision Components Partnership  
with no Corporate or personal liability

per

A handwritten signature in black ink, appearing to be 'Allan A. Rutman', written over a horizontal line.

Allan A. Rutman, C.A., M.B.A.

AAR/rd  
Encls.

c.c. Joan Havens, ProTerra LED (via email: [jhavens@proterraled.com](mailto:jhavens@proterraled.com))  
Ron Craigen, Gowling Lafleur Henderson LLP (via email: [Ron.Craigen@gowlings.com](mailto:Ron.Craigen@gowlings.com))

**SCHEDULE D**

**Notice of Bankruptcy and First Meeting of Creditors**

District of: Ontario  
Division No. 05 - London  
Court No. 35-124001  
Estate No. 35-124001

FORM 67  
Notice of Bankruptcy and First Meeting of Creditors  
(Subsection 102(1) of the Act)

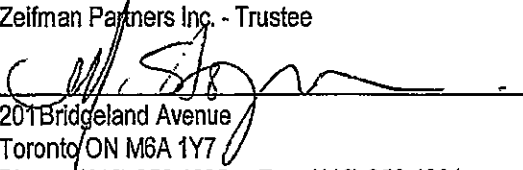
In the matter of the bankruptcy of  
ACS Precision Components Partnership  
of the City of Cambridge, in the Regional Municipality of Waterloo  
in the Province of Ontario

Take notice that:

1. ACS Precision Components Partnership filed (or was deemed to have filed) an assignment on the 28th day of April 2011, and the undersigned, Zeifman Partners Inc., was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court), subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
2. The first meeting of creditors of the bankrupt will be held on the 19th day of May 2011, at 10:30 o'clock AM, at the office of Fairfield Inn & Suites Toronto Airport, at 3299 Caroga Drive, Room Pearson AB, Mississauga, Ontario.
3. To be entitled to vote at the meeting, a creditor must lodge with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
4. Enclosed with this notice is a proof of claim form, proxy form, and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
5. Creditors must prove their claims against the estate of the bankrupt in order to share in any distribution of the proceeds realized from the estate.

Dated at the City of Toronto in the Province of Ontario, this 29th day of April 2011.

Zeifman Partners Inc. - Trustee

  
201 Bridgeland Avenue  
Toronto ON M6A 1Y7  
Phone: (416) 256-4005 Fax: (416) 256-4001

Court No. 35-124001

Estate No. 35-124001

---

In the matter of the bankruptcy of  
ACS Precision Components Partnership  
of the City of Cambridge, in the Regional Municipality  
of Waterloo  
in the Province of Ontario

---

Form 67 (Bill C-12)  
Notice of bankruptcy and first meeting of creditors

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Zeifman Partners Inc. - Trustee  
201 Bridgeland Avenue  
Toronto ON M6A 1Y7  
Phone: (416) 256-4005 Fax: (416) 256-4001



District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

☒ Original ☐ Amended

— Form 78 —

Statement of Affairs (Business Bankruptcy) made by an entity  
(Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the matter of the bankruptcy of  
ACS Precision Components Partnership  
of the City of Cambridge, in the Regional Municipality of Waterloo  
in the Province of Ontario

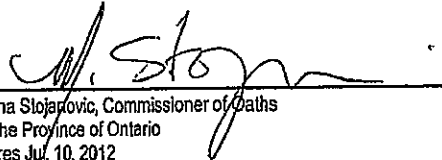
To the bankrupt:

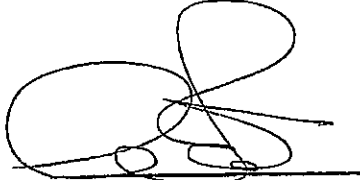
You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 27th day of April 2011. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A" .....	7,180,834.77	1. Inventory .....	0.00
Balance of secured claims as per list "B" .....	0.00	2. Trade fixtures, etc. ....	0.00
Total unsecured creditors .....	7,180,834.77	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B" .....	0.00	Good .....	982,555.00
3. Preferred creditors as per list "C" .....	0.00	Doubtful .....	0.00
4. Contingent, trust claims or other liabilities as per list "D"	0.00	Bad .....	0.00
estimated to be reclaimable for .....		Estimated to produce .....	982,555.00
Total liabilities .....	7,180,834.77	4. Bills of exchange, promissory note, etc., as per list "F" ...	0.00
Surplus .....	NIL	5. Deposits in financial institutions .....	4,954,742.00
		6. Cash .....	0.00
		7. Livestock .....	0.00
		8. Machinery, equipment and plant .....	0.00
		9. Real property or immovable as per list "G" .....	0.00
		10. Furniture .....	0.00
		11. RRSPs, RRIFFs, life insurance, etc. ....	0.00
		12. Securities (shares, bonds, debentures, etc.) .....	0.00
		13. Interests under wills .....	0.00
		14. Vehicles .....	0.00
		15. Other property, as per list "H" .....	0.00
		If bankrupt is a corporation, add:	
		Amount of subscribed capital .....	0.00
		Amount paid on capital .....	0.00
		Balance subscribed and unpaid .....	0.00
		Estimated to produce .....	0.00
		Total assets .....	5,937,297.00
		Deficiency .....	1,243,537.77

I, Allan A. Rutman, ASO, President of Zeifman Partners Inc., Court Appointed Receiver of ACS Components Partnership, of the City of Toronto in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 27th day of April 2011 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)  
before me at the City of Toronto in the Province of Ontario, on this 27th day of April 2011.

  
Marina Stojanovic, Commissioner of Oaths  
For the Province of Ontario  
Expires Jul. 10, 2012

  
Allan A. Rutman, ASO, President of  
Zeifman Partners Inc., Court Appointed  
Receiver of ACS Components Partnership

MARINA STOJANOVIC,  
a Commissioner, etc., Province of Ontario, for  
Zeifman Partners Inc., Trustee in Bankruptcy,  
Expires July 10, 2012.

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 -- Continued

List "A"  
Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	1162883 Ontario Ltd	PO Box 25027 25 Sheffield St. Cambridge ON N3C 1C4	3,220.35	0.00	3,220.35
2	1455135 Ontario Inc	25 Sheffield St. Cambridge ON N3H 1C4	9,432.50	0.00	9,432.50
3	1574 Eagle St North Inc	25 Sheffield St. Cambridge ON N3H 1C4	51,849.22	0.00	51,849.22
4	239 Montrose St N Inc	25 Sheffield St. Cambridge ON N3H 1C4	5,250.00	0.00	5,250.00
5	244 Montrose St N Inc	25 Sheffield St. Cambridge ON N3H 1C4	17,500.00	0.00	17,500.00
6	A. Schulman Inc \$7,593.84 USD	3550 West Market St. Akron OH 14333	7,249.08	0.00	7,249.08
7	AAIbers Tool & Mold Inc Attn: Wayne Baert \$217,665.00 USD	1525 Moro Drive Oldcastle ON N0R 1L0	207,783.01	0.00	207,783.01
8	Acetronic Industrial Controls	Units 6 & 7 7015 Ordan Dr. Mississauga ON L5T 1Y2	3,201.38	0.00	3,201.38
9	Advanced Polymer Alloys \$18,262.91 USD	400 - A Maple Ave. Div of Ferro Corp Carpentersville IL 60110	17,433.77	0.00	17,433.77
10	AEC Inc. - ACS GROUP (PARTS) \$463.95 USD	2900 S. 160th St. New Berlin WI 53151	442.89	0.00	442.89
11	Affiliated Customs Brokers \$1,821.14 USD	P.O. Box 100 Montreal QC H2Y 3G5	1,738.46	0.00	1,738.46
12	AGS Automotive Attn: Lisa Boulton	675 Progress Ave. Scarborough ON M1H 2W9	1.00	0.00	1.00
13	Alegre Inc. \$736,586.80 USD	3101 West Tech Rd. Miamisburg OH 45342	703,145.76	0.00	703,145.76
14	Alcan Label	235 Hood Road Unit 3 Markham ON L3R 4N3	294.05	0.00	294.05
15	Alma Wood Products	R.R.#2 2676 Queen St. N. Petersburg ON N0B2H0	12,865.20	0.00	12,865.20
16	Alle-Tech Service & Parts Sales Inc.	123 Milton Ave. W Cambridge ON N3C 3W7	1,185.08	0.00	1,185.08
17	AMEC Earth & Environmental	PO Box 8769, Postal STN A A Division of AMEC Americas Ltd Toronto ON M5W 3C2	2,239.56	0.00	2,239.56
18	Ames Rubber Corporation	19 Ames Blvd. Hamburg NJ 07419 USA	1.00	0.00	1.00
19	AMN International \$33,997.56 USD	PMB # 548, 6248 Edgemere El Paso TX 79925	32,454.07	0.00	32,454.07
20	Amphenol Canada	605 Milner Ave. Toronto ON M1B 5X6	1.00	0.00	1.00
21	Anderson-Cook, Inc. Attn: Matthew Richey	44785 Macomb Industrial Drive Clinton Township, MI 48036-1147 . USA	1.00	0.00	1.00
22	Apollo Selko Ltd. \$1,759.52 USD	3969 W. Lemon Creek Rd. Bridgeman MI 49106	1,679.64	0.00	1,679.64

27-Apr-2011

Date



Allan A. Rutman, ASQ, President of Zeitman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 - Continued

List "A"  
Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
23	Arctic Packaging	295 Froisher Dr. Waterloo ON N2V 2G4	3,474.02	0.00	3,474.02
24	Armada Toolworks Ltd.	6 Lof Dr., P.O. Box 535 Lindsay ON K9V 4S5	4,998.00	0.00	4,998.00
25	ARRK Canada Inc.	17 Elm Drive South Wallaceburg ON N8A 5E8	46,685.77	0.00	46,685.77
26	Ashland Canada Corp. \$64,051.04 USD	2620 Royal Windsor Dr. Mississauga ON L5J 4E7	61,143.12	0.00	61,143.12
27	ATCO Industries Inc. \$4,929.87 USD	7300 Fifteen Mile Rd. Sterling Heights MI 48312	4,706.05	0.00	4,706.05
28	ATD	15 Coldwater Crescent Rochester, NY 14624 . USA	1.00	0.00	1.00
29	ATS Automated Tooling Systems Inc. Attn: Brian Empey	c/o Goodmans LLP 333 Bay Street, Suite 3400 Toronto ON M5H 2S7	304,349.44	0.00	304,349.44
30	ATS Automotive Attn: Brian Empey	c/o Goodmans LLP 333 Bay Street, Suite 3400 Toronto ON M5H 2S7	1.00	0.00	1.00
31	Automotive Components Holdings, LLC Attn: Sandy Bradford	17000 Rotunda Drive Dearborn MI 48120 USA	1.00	0.00	1.00
32	Avery Dennison \$9,210.00 USD	15939 Industrial Parkway Cleveland OH 44135	8,791.87	0.00	8,791.87
33	Avnet Electronics Marketing \$755.94 USD	6950 Creditview Road, Unit 2 Mississauga ON L5N 0A6	721.62	0.00	721.62
34	Avnet Intl (Canada) Ltd. \$191.08 USD	6950 Creditview Rd., Unit 2 Mississauga ON L5N 0A6	182.40	0.00	182.40
35	Baker Tilly Virchow Krause LLP \$83,512.14 USD	One Towne SQ, Ste 600 SOUTHFIELD MI 48076	79,720.69	0.00	79,720.69
36	BASF Attn: Constantine Marinis \$39,157.69 USD	100 Milverton Drive, 5th Floor Mississauga ON L5R 4H1	37,379.93	0.00	37,379.93
37	BDI Canada Inc	460 Thompson Dr, Unit #2 Cambridge ON N1T 2K8	228.96	0.00	228.96
38	Belden	P.O. Box 1980 Richmond, IN 47375 . USA	1.00	0.00	1.00
39	Bell Canada	P.O. Box 9000 North York ON M3C 2X7	371.62	0.00	371.62
40	Bell Mobility Paging	P.O. Box 5102 Burlington ON L7R 4R7	73.46	0.00	73.46
41	Benlea Leasing Ltd.	36 Corydon Place Cambridge ON N1R 7L5	18,562.69	0.00	18,562.69
42	Benmur Precision Tooling	32 Charing Cross Waterloo ON N2J 4G8	1,627.50	0.00	1,627.50
43	Biafore Associates	205 Ironwood Amherstburg ON N9V 3V4	5,099.79	0.00	5,099.79
44	Bibby Financial Services(Canada) Inc	Lock Box B9371 80 Box 9100 PO St F RE: Pivotal Integrated HR Solutions Toronto ON M4Y 3A5	19,963.67	0.00	19,963.67

27-Apr-2011

Date



Allan A. Rutman, ASO, President of Zeitman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 -- Continued

List "A"  
Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
45	Bird Packaging Ltd.	P.O. Box 1506 670 Southgate Dr. Guelph ON N1H 6N9	30,108.59	0.00	30,108.59
46	BlackCreek Technologies	205 Ontario Street Stratford ON N5A 3H4	934.67	0.00	934.67
47	BMP America Inc.	11625 Maple Ridge Rd. Medina NY 14103 USA	1.00	0.00	1.00
48	BNE Contractors Inc.	12-107 Manikou Dr. Kitchener ON N2C 1L4	3,465.00	0.00	3,465.00
49	Brose Canada Inc. Attn: Ramiz Kozouz	c/o 3933 Automation Avenue Auburn Hills MI 48326 USA	1.00	0.00	1.00
50	C & H Fire Suppression System	103-274 Shirley Ave. Kitchener ON N2B 2E1	3,006.15	0.00	3,006.15
51	C&A Krueger Ltd	596 Colby Dr Unit #1 Waterloo ON N2V 1A2	11,686.50	0.00	11,686.50
52	Cambridge Service Repair Canada	148 McNichol Dr. Cambridge ON N6A 6G9	2,462.25	0.00	2,462.25
53	Cammda Corp	8875 Danforth Rd East Cobourg ON K9A 4J8	2,018.70	0.00	2,018.70
54	Canadian Measurement Metrology \$1,958.25 USD	2433 Meadowdale Blvd. Mississauga ON L5N 5S2	1,869.35	0.00	1,869.35
55	Canadian Measurement Technologies	375 Michener Road Guelph ON N1K 1E8	613.26	0.00	613.26
56	Canadian Starter Drive	176 Milvan Drive North York ON M9L 1Z9	1.00	0.00	1.00
57	Canadian Traffic Services	1785 Argentea Rd. Mississauga ON L5N 3A2	51,201.88	0.00	51,201.88
58	Central Plastic Sales	Units 9 & 10 490 Sheldon Drive Cambridge ON N1T 2C1	979.93	0.00	979.93
59	Centrum Reman DBA Ltd.	5538 Smithville Hwy. Sparta, TN 38583 . USA	1.00	0.00	1.00
60	Chase Plastics \$2,252.88 USD	Suite 100 6483 Waldon Centre Dr. Clarkston MI 48346	2,150.60	0.00	2,150.60
61	Chillers Inc. Attn: Ziggy \$2,730.00 USD	1228 Gorham St., Unit 11 Newmarket ON L3Y 7Z1	2,606.06	0.00	2,606.06
62	Christopher Park	189 Royal Orchard Drive Kitchener ON N2N 1T8	6,654.00	0.00	6,654.00
63	Clariant Corporation \$8,504.84 USD	926 Elliott Drive Albion MI 49224	8,118.72	0.00	8,118.72
64	Clariant Masterbatches	2 Lone Oak Court Toronto ON M9C 5R9	1,228.14	0.00	1,228.14
65	Commercial Spring & Tool Co Ltd	160 Watline Ave. Mississauga ON L4Z 1R1	3,640.29	0.00	3,640.29
66	Continental Automotive Systems US Inc. Attn: Tina M. Werthelmer	One Continental Drive Auburn Hills MI 48326 USA	1.00	0.00	1.00

27-Apr-2011

Date



Allan A. Rutman, ASQ, President of Zeifman Partners Inc., Court Appointed Receiver of ACS Components Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 - Continued

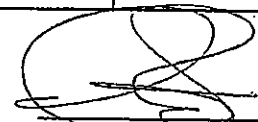
List "A"  
Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
67	Comerstone Courier	199 Trillium Dr., Unit B Kitchener ON N2E 1W9	28.88	0.00	28.88
68	Custom Plastics Int'l Ltd.	887 D'Arcy St. Cobourg ON K9A 4K2	1.00	0.00	1.00
69	DagMould Inc	22 Steeles Crescent Cambridge ON N1R 8C3	468.56	0.00	468.56
70	De Lage Landen Financial Services Canada Inc.	Suite 100 1235 North Service Road West Oakville ON L6M 2W2	13,251.88	0.00	13,251.88
71	Deloitte & Touche LLP	4210 King St. E. Kitchener ON N2P 2G5	19,250.00	0.00	19,250.00
72	Delphi Automotive Systems Inc. Attn: Mike Olson	5725 Delphi Drive Troy MI 48098 USA	1.00	0.00	1.00
73	Denso Manufacturing	1720 Robert C Jackson Drive Maryville TN 37801 USA	1.00	0.00	1.00
74	Devour Industrial Services	R R #4 63 Shelter Bay Street Omemee ON K0L 2W0	30,314.77	0.00	30,314.77
75	DME of Canada	6210 Northwest Dr. Cambridge ON L4V 1J6	663.69	0.00	663.69
76	DNL Cleaning Service	22 Donnenwerth Dr. Cambridge ON N2E 3X2	2,735.00	0.00	2,735.00
77	Dortec Industries-A Division of Magan Closures Inc. Attn: Brenda Price	581 Newpark Blvd. Newmarket ON L3Y 4X7	951,561.72	0.00	951,561.72
78	DSM Engineering Plastics Ltd. \$10,447.04 USD	P.O. Box 3333 2267 W. Mill Rd. Evansville IN 47732-3333	9,972.74	0.00	9,972.74
79	Dukane Corp \$2,543.00 USD	2900 Dukane Dr. St Charles IL 60174	2,427.55	0.00	2,427.55
80	Dynamex Canada Ltd	PO Box 4668, Postal Stn A Toronto ON M5W 5J1	6,497.37	0.00	6,497.37
81	E.I. DuPont Canada Company \$181,002.14 USD	PO Box 4272, STN "A" Toronto ON M5W 5V5	172,784.64	0.00	172,784.64
82	East End Moulds	926 Dillingham Rd., Unit 6 Pickering ON L7W 1Z6	8,820.00	0.00	8,820.00
83	Eckerle de Mexico S.A. de C.V. Attn: Matthias Perez	Calle Jurica #121, Parque Industrial Queretaro Sanda Rosa Jauregui, Aro. C.P. 765220 Estado de Queretaro, MEXICO .	1.00	0.00	1.00
84	Electra Supply Inc.	29 Cherry Blossom Rd. Cambridge ON N3H 4R7	24.64	0.00	24.64
85	Electrosonic	1100 Gordon Baker Rd. Willowdale ON M2H 3B3	74.16	0.00	74.16
86	Emerson-Prew Inc \$11,372.00 USD	30600 Telegraph, Ste 3110 Birmingham MI 48026	10,855.71	0.00	10,855.71
87	EMS-Chemil (North America) Inc \$37,416.00 USD	P.O. Box 1717 2060 Corporate Way Sumter SC 29151-1717	35,717.31	0.00	35,717.31
88	Engel Canada Inc. \$25,210.15 USD	3740 Board Road York PA 17406	24,065.61	0.00	24,065.61

27-Apr-2011

Date



Allan A. Rotman, AGO, President of Zelfman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 -- Continued

List "A"  
Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
89	Entec Polymers, LLC \$750.75 USD	Suite 900 1900 Summit Tower Blvd. Orlando FL 32810	716.67	0.00	716.67
90	Enterprise-Time Recording Solutions	Suites 201 & 202 237 Romina Dr. Vaughan ON L4K 4V3	79.10	0.00	79.10
91	Epic Resins \$5,459.00 USD	600 Industrial Blvd Palmyra WI 53156	5,211.16	0.00	5,211.16
92	Epoxy Mixing Equipment \$106.95 USD	21 Starline Way Cranston RI 02921	102.09	0.00	102.09
93	Erwin Quader Inc. \$106.48 USD	5101 Kraft Ave. SE Grand Rapids MI 49512	101.65	0.00	101.65
94	Elbo Tool & Die	7288 Richmond Rd. Alymer ON N5H 2R5	176,052.66	0.00	176,052.66
95	Excel Mold Ltd	88 Ellis Drive Barrie ON L4N 8Z3	4,011.00	0.00	4,011.00
96	Fastenal Canada	Units 6 & 7 400 Sheldon Dr. Cambridge ON N1R 6S2	98.78	0.00	98.78
97	Festo Inc. (acct#21093120)	5300 Explorer Drive Mississauga ON L4W 5G4	1,454.39	0.00	1,454.39
98	Filter Specialties	317 Powys St. Milton ON L9T 6T6	2,190.66	0.00	2,190.66
99	Flextronics International	c/o Financial Park Labuan Complex Jalan Merdeka 8700 W.P. Labuan, Unit 7D Labuan, Malaysia . 87000 USA	1.00	0.00	1.00
100	Frank Cox Sales Ltd.	40 West Dr. Brampton ON L6T 3T6	750.10	0.00	750.10
101	Fused Metals Inc.	239 Armstrong Ave. Georgetown ON L7G 4X5	296.84	0.00	296.84
102	G & K Services	205 Turnbull Ct. Cambridge ON N1T 1W1	756.06	0.00	756.06
103	G & R Precision Grinding	Unit #9 27 Strathearn Ave Brampton ON L6T 4V6	315.00	0.00	315.00
104	Garcor \$4,116.00 USD	1736 South Miller Ave. Marion IN 46953	3,931.04	0.00	3,931.04
105	Genesis Outsourcing Services \$116.00 USD	Suite 444 7150 East Camelback Road Scottsdale AZ 85251	110.73	0.00	110.73
106	Gendis Wilson Canada Ltd \$602.00 USD	3061 Orlando Dr. Mississauga ON L4V 1R4	574.67	0.00	574.67
107	Georgian Bay Fire & Safety Ltd	51 Griffith Rd Stratford ON N5A6S4	776.95	0.00	776.95
108	GI Management Industrial Solutions \$36.00 USD	Grupo Industrial 910-K Redd Rd #528 El Paso TX 79912	34.37	0.00	34.37
109	Goldus Technology Co.Ltd. \$80.00 USD	139 Hennessy Rd. Unit D 10/F China Overseas Bldg. Wanchai, HongKong .	85.91	0.00	85.91

27-Apr-2011

Date



Allan A. Rutman, ASD, President of Zellman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 - Continued

List "A"  
Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
110	Gourmet Affair Catering	9-262 Mill St. Kitchener ON N2H 3R6	413.70	0.00	413.70
111	Grand Valley Specialty Welding	R.R. 32 35 Saltsman Dr. Cambridge ON N3H 4R7	9,618.00	0.00	9,618.00
112	Graybar Electric	PO Box 1000 Kitchener ON N2G 4E8	615.76	0.00	615.76
113	GXS CANADA INC	Suite 500 2680 Skymark Ave. Mississauga ON L4W 5L6	1,260.00	0.00	1,260.00
114	Hasco Canada Inc.	Unit 5 60 Ironside Cres. Scarborough ON M1X 1G4	1,443.43	0.00	1,443.43
115	Hella Electronics Attn: Connie Jones	PO Box 398 1101 Vincennes Avenue Flora IL 62839 USA	1.00	0.00	1.00
116	Hewitt Material Handling Inc.	425 Millway Ave. Concord ON L4K 3V8	6,813.53	0.00	6,813.53
117	Honeywell Attn: W. Michael Keogh	P.O. Box 981231 El Paso TX 79998-1231 USA	1.00	0.00	1.00
118	Husky Injection Molding System \$6,663.70 USD	500 Queen St. S. Bollon ON L7E 5S5	6,361.17	0.00	6,361.17
119	IDES, INC. \$2,598.50 USD	P.O. Box 2131 Laramie WY 82073	2,480.53	0.00	2,480.53
120	IFM Efector	782 Springdale Drive Exton PA 19341	460.80	0.00	460.80
121	Index 1471246 Ont.Inc.	Suite 346 5-420 Erb St. W. Waterloo ON N2L 6K6	34,599.67	0.00	34,599.67
122	Integrity Tool and Mold Inc.	3661 Deliduca Dr. Oldcastle ON N0R 1L0	194,169.75	0.00	194,169.75
123	International Ent. Equipment Ltd	24 Mayfair Ct. Kitchener ON N2A 1M9	294.00	0.00	294.00
124	J & J Tool and Mold Limited Attn: Jo-Ann Keech-Barker	c/o Export Development Canada 151 O'Connor Ottawa ON K1A 1K3	39,921.00	0.00	39,921.00
125	Jacobs & Thompson Inc	89 Kenhar Dr. Toronto ON M9L 2R3	787.50	0.00	787.50
126	Jesse Garant & Associates \$632.99 USD	421 Pelissier St. Windsor ON L9A 4L2	604.25	0.00	604.25
127	JRD Enterprise	674 Conservation Dr. Waterloo ON N2J 3Z4	210.00	0.00	210.00
128	J-Tech Hotrunner Inc.	4314 Beech Grove Sideroad Caledon ON L7K 0M4	1,050.00	0.00	1,050.00
129	Kelly Services (Canada) Inc.	P.O. Box 9488, Station "A" Toronto ON M5W 4E1	168,385.28	0.00	168,385.28
130	Keyence Canada Inc	1450 Meyerside Dr., Ste 301 Mississauga ON L5T 2N5	476.70	0.00	476.70
131	Kitchener Scale Ltd	1659 Victoria St. N. Unit #3 Kitchener ON N2B 3E6	681.93	0.00	681.93

27-Apr-2011

Date



Allan A. Rutman, ASO, President of Zeifman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 - Continued


List "A"  
Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
132	Klenzold Company Ltd.	25 Watline Ave., Suite 500 Mississauga ON L4Z 2Z1	1,767.18	0.00	1,767.18
133	Kubo Tech AG	Im Langhag 5 Effretikon Zurich, Switzerland 8307	181.13	0.00	181.13
134	Kyosen Denso Manufacturing	65 Clarence Drive Mt. Sterling KY 40353 USA	1.00	0.00	1.00
135	L & P Automations	640 White Elm Blvd. Waterloo ON N2V 2L2	6,746.25	0.00	6,746.25
136	Larco Industrial Services Ltd.	53-G Cowansview Rd. Cambridge ON N1R 7L2	1,022.70	0.00	1,022.70
137	Lavergne Group Inc. \$255.94 USD	8800 1st Croissant Montreal, QC QC H1J 1C8	244.32	0.00	244.32
138	Lear Corporation	1501 East Bardin Rd. Arlington TX 76018 USA	1.00	0.00	1.00
139	Lettercraft Direct Printing Ltd.	565 Trillium Drive, Unit 3 Kitchener ON N2R 1J4	554.83	0.00	554.83
140	Lite On	PO Box 3444 Road Town, Tortola, British Virgin Island . USA	1.00	0.00	1.00
141	Lorenz Conveying Products	PO Box 1002 Cobourg ON K9A 4W4	3,291.39	0.00	3,291.39
142	Manpower \$135,275.74 USD	PO Box 4277, Stn A Toronto ON M5W 5W1	129,134.22	0.00	129,134.22
143	Material Sorting & Engineering Services S.de R.L. \$5,844.15 USD	Vista Aurora #12 Fracc Las Alamedas Nuevo Laredo Tamps, MEXICO . 88275	5,578.83	0.00	5,578.83
144	McTague Law Firm LLP	455 Pellissier St. Windsor ON N9A 6Z9	6,427.99	0.00	6,427.99
145	MDM Office Products Inc.	160 Froblsher Dr., Unit 2 Waterloo ON N2V 2B1	721.42	0.00	721.42
146	MEI Inc.	Wilson Drive 1301 West Chester PA 19380 USA	1.00	0.00	1.00
147	Merlin Compressed Air Ltd.	125 McBrine Place, Unit 6 Kitchener ON N2R 1G4	4,671.90	0.00	4,671.90
148	Michael Stephen Mig Ltd	40 Northland Road Waterloo/ario ON N2V 1Y1	5,507.00	0.00	5,507.00
149	MIG LLC	659 Natchez Trace Drive Lexington TN 38351 USA	1.00	0.00	1.00
150	Milacron Marketing Co. \$61.83 USD	Lockbox 1497 Solutions Center Chicago IL 60677-1004	59.02	0.00	59.02
151	Millers Electric Ltd. Attn: M. Grossman	c/o Shuh Cline & Grossman 17 Weber Street West Kitchener ON N2H 3Y9	286,831.55	0.00	286,831.55
152	Ministry of Labour	Attn: Diane Couture 70 Foster Drive, Suite 410 Sault Ste. Marie ON P6A 6V4	1,123,068.25	0.00	1,123,068.25
153	Ministry of Labour	Attn: Diane Couture 70 Foster Drive, Suite 410 Sault Ste. Marie ON P6A 6V4	84,819.43	0.00	84,819.43
154	Misumi USA, Inc. \$24.00 USD	1105 Remington Rd., Suite B Schaumburg IL 60173	22.91	0.00	22.91

27-Apr-2011

Date

  
Allan A. Rutman, ASO, President of Zeitman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership



District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 76 -- Continued

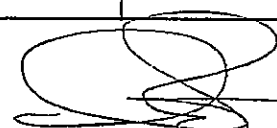
List "A"  
Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
155	Mitsubishi Chemical Performance Polymers Inc. \$16,128.00 USD	2001 Hood Road Greer SC 29652	15,395.79	0.00	15,395.79
156	Miyachi Unitek Corp \$316.00 USD	1820 S. Myriel Ave. Monrovia CA 91018	301.65	0.00	301.65
157	Modern Mold (2004) Inc	1960 Halford Dr. Windsor ON N9A 6J3	4,689.99	0.00	4,689.99
158	Mold Hotrunner Solutions	60 Armstrong Ave. Georgetown ON L7G 4R9	966.00	0.00	966.00
159	Mold Masters Ltd. \$4,551.43 USD	233 Armstrong Ave. Georgetown ON L7G 4X5	4,344.80	0.00	4,344.80
160	Motion Industries (Waterloo)	510 Weber St. N. Waterloo ON N2J 4B7	3,260.41	0.00	3,260.41
161	Mouser Electronics	1000 North Main St. Mansfield TX 76063	864.15	0.00	864.15
162	MS Inspection & Logistics Inc \$643.75 USD	PO Box 40508 Indianapolis IN 46240-4050 USA	614.52	0.00	614.52
163	NHB Ball & Roller Products Attn: Arora Anu Subash \$22,360.38 USD	3650 Kanefi Crescent, Apt #2307 Mississauga ON L5A 4A1	21,345.22	0.00	21,345.22
164	Norm's Key Shop	481/2 Ainslie St. S. Cambridge ON N1R 3K1	769.50	0.00	769.50
165	Omega Tool Corporation Attn: Brett Harrison \$32,448.00 USD	c/o McMillan LLP 181 Bay Street, Suite 4400 Toronto ON M5J 2T3	30,974.86	0.00	30,974.86
166	Omron Automotive Electronics Inc. Attn: Warren Van Drine	2440 Winston Park Drive Oakville ON L6H 7V2	1.00	0.00	1.00
167	Omron Electronic Components, LLC Attn: Warren Van Drine \$34,530.00 USD	2440 Winston Park Drive Oakville ON L6H 7V2	32,962.34	0.00	32,962.34
168	Ontario Glove & Safety	500 Dotzert Court Waterloo ON N2L 6A7	1,426.30	0.00	1,426.30
169	Ontario Heater Supply Co.(OHS)	6210 Northwest Dr. Mississauga ON L4V 1J6	236.99	0.00	236.99
170	Orica Canada	Brownsburg Works 301 Rue Hotel De Ville Brownsberg-Chatham QC J8G 3B5	1.00	0.00	1.00
171	Ottawa Mold	2510 Don Reid Drive Ottawa ON K1H 1E1	1.00	0.00	1.00
172	Overland Express \$110.60 USD	P.O. Box 3030, Station "A" Mississauga ON L5A 3S3	105.58	0.00	105.58
173	Paca Industrial Distribution	84 McBrine Place Kitchener ON N2R 1H3	358.86	0.00	358.86
174	Pace Consulting Group Inc.	10 Alpine Court Kitchener ON N2E 2M7	3,110.46	0.00	3,110.46
175	Packaging Machinery Concepts Ltd	Unit #14-4635 Burgoyne St. Mississauga ON L4W 1V9	963.83	0.00	963.83
176	Penny Pincher's Services	PO Box 20115 Woodstock ON N4S 8X8	961.39	0.00	961.39

27-Apr-2011

Date



Allan A. Rutman, ASO, President of Zeifman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

District of: Ontario  
 Division No. 05 - London  
 Court No.  
 Estate No.

FORM 78 - Continued


List "A"  
 Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
177	Petals & Pots Inc.	725 Ottawa St. S. Kitchener ON N2E 3H5	103.96	0.00	103.96
178	Pinnacle Gauge Inc.	Units 1 & 2 150 Wenich Dr. Cambridge ON N1T 1N6	15,750.00	0.00	15,750.00
179	Plastic Process Equipment \$1,607.10 USD	8303 Corporate Park Dr. Macedonia OH 44056	1,534.14	0.00	1,534.14
180	Plex Systems Inc. \$16,405.00 USD	1731 Harmon Rd. Auburn Hills MI 48326-1549	15,660.21	0.00	15,660.21
181	PLM Staffing Systems \$1,279.80 USD	P.O. Box 577 West Bend WI 53095-0577	1,221.70	0.00	1,221.70
182	PolyNova	125 Southgate Drive Guelph ON N1G 3M5	1.00	0.00	1.00
183	Polyone Canada Inc. \$28,624.26 USD	Station "A" P.O. Box 57659 Toronto ON M5W 5M5	27,324.72	0.00	27,324.72
184	Porte Taiwan Co. Ltd. \$83,438.98 USD	3 Chung-Du Ta-Pui Chu-Nan Miao-Li, TAIWAN . 35059	79,650.85	0.00	79,650.85
185	Pounds of Plastic	Unit # 11 16 Falconer Drive Mississauga ON L5N 3M1	25,389.87	0.00	25,389.87
186	Praxair Distr. Inc. - Kitchener JV004	160 Webster Rd. Kitchener ON N2G 4S2	3,782.90	0.00	3,782.90
187	Precision Plastic Injection	Unit 6, 10/F Floor 29-35 Sha Tsui Rd. Tseun Wan, China .	1.00	0.00	1.00
188	Preferred Engineering	75 Rowntree Dairy Rd. Woodbridge ON L4L 6C8	1.00	0.00	1.00
189	Premier Fasteners Inc	22 Constellation Crt. Etobicoke ON M9W 6X4	1,050.00	0.00	1,050.00
190	Product Containment & Consulting Inc \$384.00 USD	271 Galge St. Jonesville MI 49250	366.57	0.00	366.57
191	Progressive Automated Systems	550 Trillium Dr., Unit 3 Kitchener ON N2R 1K3	945.00	0.00	945.00
192	Progressive Industrial Millwrighting Ltd.	144 Armstrong Ave. Georgetown ON L7G 4S3	82,117.52	0.00	82,117.52
193	Prosin Molds	1025 Mid-Way Blvd. Mississauga ON L5T 2C1	939.75	0.00	939.75
194	ProVision Printing & Graphic Design	820 Garlshore St. Unit 22 Fergus ON N1M 2W8	2,196.60	0.00	2,196.60
195	QCS North America Corporation \$6,792.64 USD	101 W. Big Beaver Rd., 14th Floor Troy MI 48064	8,393.45	0.00	8,393.45
196	Radici Plastics USA, Inc \$7,854.84 USD	960 Seville Road Wadsworth OH 44281-0179	7,498.23	0.00	7,498.23
197	Rec Controls	114 Lorne Crescent Kitchener ON N2M 3Y5	1,008.00	0.00	1,008.00
198	Regional Hose & Equipment Ltd.	175 Turnbull Crt. Cambridge ON N1T 1C6	1,055.10	0.00	1,055.10

27-Apr-2011

Date

  
 Alan A. Rutman, ASO, President of Zeifman Partners  
 Inc., Court Appointed Receiver of ACS Components  
 Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 -- Continued

List "A"  
Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
199	Robert Bosch	Robert Bosch 405 Zona Industrial Toluca, Mexico . 50070 USA	1.00	0.00	1.00
200	Rogers Wireless	P.O. Box 9100 Don Mills ON M3C 3P9	3,405.29	0.00	3,405.29
201	RPG Receivables Purchase Group	221 Lakeshore Rd E Ste 300 RE: Pivotal Integrated HR Solutions Oakville ON L6J 1H7	27,677.67	0.00	27,677.67
202	Ryder Truck Rental Canada Ltd	PO Box 9464, Stn A Toronto ON M5W 4E1	3,281.37	0.00	3,281.37
203	S&T America, Ltd.	Attn: Thomas Majeski 3331 W. Big Beaver Rd. Suite#108 Troy MI 48064	441,424.69	0.00	441,424.69
204	Sabic Innovative Plastics Canada Inc \$15,408.24 USD	P.O.Box 3000 2300 Meadowdale Blvd. Mississauga ON L5M 2E4	14,708.71	0.00	14,708.71
205	Safety Kleen Canada	5360 Legacy Drive Plano TX 75024 USA	1,083.18	0.00	1,083.18
206	Sayal Electronics	1040 Fountain St. Cambridge ON N3E 1A4	976.50	0.00	976.50
207	ScanTech Inspection Services Ltd	221 Holiday Inn Dr. Cambridge ON N3C 3T2	257.25	0.00	257.25
208	Schaeffler Canada	2871 Plymouth Dr. Oakville ON L6H 5S5	433.13	0.00	433.13
209	Schmalz Vacuum Technology	17-3190 Ridgeway Dr. Mississauga ON L5L 5S8	105.63	0.00	105.63
210	Sempress Canada Inc.	3580A Wolfedale Rd. Mississauga ON L5C 2V6	361.29	0.00	361.29
211	Servicios Integrales de Inspeccion Mexicanos,S.A. \$1,189.00 USD	Desp. 306 Col. San Sebastian C.P. 28 de Octubre No. 107 Toluca, Edo de Mexico . 50150	1,135.02	0.00	1,135.02
212	Servtek / Milacron Marketing Co. \$140.12 USD	4165 Halfacre Rd. Batavia OH 45103	133.76	0.00	133.76
213	SG Magnets Inc. \$81,844.22 USD	21000 Trolley Industrial Dr. Taylor MI 48180	78,128.49	0.00	78,128.49
214	Shred-It Kitchener	135 Pinebush Rd. Cambridge ON N1R 7H8	105.00	0.00	105.00
215	SNS Automation Products	PO Box 530 St George ON N0E 1N0	750.75	0.00	750.75
216	Sowa Tool	P.O Box 694 Kitchener ON N2G 4B6	292.55	0.00	292.55
217	Spae-naur (acct# .17658)	PO Box 544 815 Victoria St. N. Kitchener ON N2G 4B1	1,072.29	0.00	1,072.29
218	Spec Construction Inc	Unit 14A-777 Laurel St. Cambridge ON N3H 3Z1	7,918.30	0.00	7,918.30
219	Stabilus	Industria Metalurgica No 1010. CP 25900 Ramos Arizpe Coah, Mexico .	1.00	0.00	1.00
220	Star Plastics	7325 Bramalea Rd. Mississauga ON L5S 1C5	1.00	0.00	1.00

27-Apr-2011

Date



Allan A. Rutman, ASO, President of Zeffman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 – Continued

List "A"  
Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
221	Sterna Punch & Die Inc.	1761 Bishop St. Cambridge ON N1T 1V3	1,407.00	0.00	1,407.00
222	Sterling Commerce	P.O. Box 3541, Station "A" Toronto ON M5W 3G4	1,853.58	0.00	1,853.58
223	Sterling Marking Products Inc.	96 Frederick St. Kitchener ON N2H 2L7	11,827.20	0.00	11,827.20
224	Sun Life Assurance Company of Canada	Attn: Julia Carvalho 227 King St. S., PO Box 1601 Waterloo ON N2J 4C5	75,818.55	0.00	75,818.55
225	Superior Solutions Ltd.	Units 4 & 5 1185 Franklin Blvd. Cambridge ON N1R 7Y5	2,853.76	0.00	2,853.76
226	Systematic Fluid Power Ltd.	114 Shoemaker St, Unit C Kitchener ON N2E 3G4	96.05	0.00	96.05
227	T & M Telephone Contracting	127 Melran Dr. Cambridge ON N3C 4C6	557.05	0.00	557.05
228	TCA Technologies Inc	38 Winer Rd Guelph ON N1H 6H9	15,172.50	0.00	15,172.50
229	Tec Packaging	4090 Ridgeway Dr., Unit 14 Mississauga ON L5L 5X5	1,653.75	0.00	1,653.75
230	Tec Services	185 Advance Blvd., Unit #8 Brampton ON L6T 4Y3	4,216.80	0.00	4,216.80
231	Techmer Leihvoss Compounds \$3,547.05 USD	1 Quality Circle Clinton TN 37716	3,386.01	0.00	3,386.01
232	Techno Ject Machinery Corp.	54 Nixon Rd., Unit A Bolton ON L7E 1W2	2,419.05	0.00	2,419.05
233	Termax Corp \$578.00 USD	1155 Rose Rd. Lake Zurich IL 60047	551.78	0.00	551.78
234	The Canadian Honey Ham Co	551 Hespeler Rd. Cambridge ON N1R 6J3	65.54	0.00	65.54
235	The Materials Group \$58,378.32 USD	575 Byrne Industrial Dr. Rockford MI 49341	55,727.94	0.00	55,727.94
236	The Pic Group Ltd	111 Simcoe St. N., 2nd Floor Oshawa ON L1G 4S4	2,970.45	0.00	2,970.45
237	Thompson Emergency Freight \$70,302.53 USD	278 Patillo Rd. Tecumseh ON N8N 2L9	67,110.80	0.00	67,110.80
238	Thomson Linear	45 Hazelwood Drive Amhurst NY 14228-2224 USA	1.00	0.00	1.00
239	Torbram Electric Supply	1455 Strasburg Rd., Unit 1 Kitchener ON N2R 1H2	3,676.61	0.00	3,676.61
240	Total Plastic Solutions \$90,946.05 USD	Units 13 & 14 2074 Steeles Ave. E. Brampton ON L6T 4Z9	86,817.10	0.00	86,817.10
241	Transit Petroleum Ltd.	5 Hill St. P.O. Box 65 Kitchener ON N2G 3X4	475.47	0.00	475.47
242	Transpro Freight Systems Ltd. Attn: Sophie Normandin	c/o Euler Hermes ACI 1155, Rene-Levesque Bl. W., Suite 1702 Montreal QC H3B 3Z7	9,604.13	0.00	9,604.13

27-Apr-2011

Date



Allan A. Rutman, ASO, President of Zeifman Partners Inc., Court Appointed Receiver of ACS Components Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 -- Continued


List "A"  
Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
243	Tri-Star Mold Inc. Attn: Jo-Ann Keech-Barker	c/o Export Development Canada 151 O'Connor Ottawa ON K1A 1K3	34,658.40	0.00	34,658.40
244	TRW Automotive	Fenton Plant 9475 Center Rd Fenton MI 48430 USA	1.00	0.00	1.00
245	TSC Sorting Containment Corp	366 Signet Drive Toronto ON M9L 2V1	12,404.71	0.00	12,404.71
246	Tube Fit Ltd	230 Centennial Court Kitchener ON N2B 3X2	262.40	0.00	262.40
247	Underwriters' Laboratories of Canada	P.O. Box 57063, Station "A" Toronto ON M5W 5M5	2,098.95	0.00	2,098.95
248	Uniform Color Company \$7,774.70 USD	942 Brooks Ave. Holland MI 49423	7,421.73	0.00	7,421.73
249	Union Gas Ltd.	P.O. Box 2025 Chatham ON N7M 6C7	952.26	0.00	952.26
250	Uniplas Inc \$186,613.95 USD	12654 West 10 Mile Road South Lyon MI 48178	178,141.68	0.00	178,141.68
251	Unique Coffee Services	584 Colby Dr., Unit 4 Waterloo ON N2V 1A2	30.50	0.00	30.50
252	Universal Bearings, LLC \$20,664.80 USD	P.O. Box 38, 431 N. Birkey Dr. Bremen IN 46506	19,726.62	0.00	19,726.62
253	UPS Canada	PO Box 2127 CRO Halifax NS B3J 3B7	173.37	0.00	173.37
254	Victoria Electric of Kitchener Ltd	300 Gage Ave., Unit 12 Kitchener ON N2M 2C8	6,383.07	0.00	6,383.07
255	Visteon Corporation Attn: Christopher Scott	One Village Center Drive Van Buren Township MI 48111 USA	1.00	0.00	1.00
256	V-S Industries Inc \$7,905.00 USD	900 South Chaddick Dr. Wheeling IL 60090-6486	7,546.11	0.00	7,546.11
257	Waste Management (Waterloo)	125 Northfield Dr., 3rd Floor Northfield Place Waterloo ON N2L 5A6	1,805.37	0.00	1,805.37
258	Weber Supply Company Inc.	P.O. Box 1418 Kitchener ON N2G 4H6	2,448.85	0.00	2,448.85
259	Wellserve Health Care Managment	1315 Bishop St. N., Ste 201 Cambridge ON N1R 6Z2	312.65	0.00	312.65
260	Wesco Distribution Canada LP	10 Goodrich Dr. Kitchener ON N2C 0A6	98.70	0.00	98.70
261	Westburne Ruddy Electrical	101 Webster Rd. Kitchener ON N2C 2E7	3,420.12	0.00	3,420.12
262	Whitney Plastics Ltd.	645 Superior Dr. Waterloo ON N2V 2C8	54,352.20	0.00	54,352.20
263	Winser Doors	412 Queen St. W. Cambridge ON N3C 1H1	788.01	0.00	788.01
264	Wittmann Canada Inc \$6,899.59 USD	35 Leek Cres. Richmond Hill ON L4B 4C2	6,586.35	0.00	6,586.35
265	Woo Joo Machinery & Electronics Ltd. \$85,670.91 USD	43-4 Palyong-Dong Changwon City Kyungnam, KOREA.	81,781.45	0.00	81,781.45

27-Apr-2011

Date

  
Allan A. Rutman, ASO, President of Zeitman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 -- Continued

List "A"  
Unsecured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
266	Xerox Corporation	Building 208, Dock 3 800 Phillips Road Webster NY 14580 USA	1.00	0.00	1.00
Total:			7,180,834.77	0.00	7,180,834.77

27-Apr-2011

Date



Allan A. Rutman, ASO, President of Zeifman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 76 -- Continued

List "B"  
Secured Creditors

ACS Precision Components Partnership

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim unsecured
Total:			0.00			0.00	0.00	0.00

27-Apr-2011

Date



Allan A. Rutman, ASO, President of Zeifman Partners Inc., Court Appointed Receiver of ACS Components Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 -- Continued

List "C"  
Preferred Creditors for Wages, Rent, etc.

ACS Precision Components Partnership

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

27-Apr-2011

Date



Allan A. Rutman, ASO, President of Zeilman Partners Inc., Court Appointed Receiver of ACS Components Partnership



District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 -- Continued

List "D"  
Contingent or Other Liabilities

ACS Precision Components Partnership

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

27-Apr-2011

Date



Allan A. Ruiman, ASO, President of Zellman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 - Continued

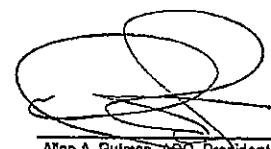
List "E"  
Debts Due to the Bankrupt

ACS Precision Components Partnership

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Anderson-Cook Spittal Precision Components (Shanghai) Co. Ltd.	Unit 103, T22-33, 351 Jin Zang Road, Jin Qiao Export Processing Zone Shanghai, China 201206	Accounts Receivable	779,759.00 0.00 0.00		05-May-2010	779,759.00	
2	Anderson-Cook, Inc.	44785 Macomb Industrial Drive Clinton Township, MI 48036-1147 . USA	Accounts Receivable	202,796.00 0.00 0.00		05-May-2010	202,796.00	
Total:				982,555.00 0.00 0.00			982,555.00	

27-Apr-2011

Date



Allan A. Rutman, ASQ, President of Zeifman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 -- Continued

List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel  
Mortgages, etc., Available as Assets

ACS Precision Components Partnership

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

27-Apr-2011

Date



Allan A. Rutman, ASO, President of Zeitman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 - Continued

List "G"

Real Property or Immovables Owned by Bankrupt

ACS Precision Components Partnership

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Total:			0.00		0.00

27-Apr-2011

Date



Allan A. Rutman, ASO, President of Zeitman Partners Inc., Court Appointed Receiver of ACS Components Partnership

District of: Ontario  
Division No. 05 - London  
Court No.  
Estate No.

FORM 78 - Concluded

List "H"  
Property

ACS Precision Components Partnership  
FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions	Receiver's CDN Trust Account	0	4,746,268.00	4,746,268.00
	Receiver's USD Trust Account	0	208,474.00	208,474.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
			Total:	4,954,742.00

27-Apr-2011

Date



Allan A. Rutman, ASO, President of Zeifman Partners  
Inc., Court Appointed Receiver of ACS Components  
Partnership

Court No.

File No.

---

In the matter of the bankruptcy of  
ACS Precision Components Partnership  
of the City of Cambridge, in the Regional Municipality  
of Waterloo  
in the Province of Ontario

---

Form 78 (Bill C-12)  
Statement of affairs (Business bankruptcy)

---

Zeifman Partners Inc. - Trustee  
201 Bridgeland Avenue  
Toronto ON M6A 1Y7  
Phone: (416) 256-4005 Fax: (416) 256-4001

FORM 31

Proof of Claim

(Section 50.1, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1),  
and paragraphs 51(1)(e) and 66.14(b) of the Act)

*All notices or correspondence regarding this claim must be forwarded to the following address:*

\_\_\_\_\_  
\_\_\_\_\_  
In the matter of the bankruptcy (or the proposal, or the receivership) of **ACS PRECISION COMPONENTS PARTNERSHIP** (name of debtor) of **THE CITY OF CAMBRIDGE, IN THE REGIONAL MUNICIPALITY OF WATERLOO, IN THE PROVINCE OF ONTARIO** (city and province) and the claim of \_\_\_\_\_, creditor.

I, \_\_\_\_\_ (name of creditor or representative of the creditor), of \_\_\_\_\_ (city and province), do hereby certify:

1. That I am a creditor of the above-named debtor (or that I am \_\_\_\_\_ (state position or title) of \_\_\_\_\_ (name of creditor or representative of the creditor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy (or the date of the receivership, or in the case of a proposal, the date of the notice of intention or of the proposal, if no notice of intention was filed), namely the 28<sup>th</sup> day of April, 2011, and still is, indebted to the creditor in the sum of \$ \_\_\_\_\_, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

☐ A. UNSECURED CLAIM OF \$ \_\_\_\_\_

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and

(Check appropriate description)

☐ Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under section 136 of the Act.

☐ Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.

(Set out on an attached sheet details to support priority claim.)

☐ B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ \_\_\_\_\_

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based.)

FORM 31 – Continued

☐ C. SECURED CLAIM OF \$ \_\_\_\_\_

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:

*(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)*

☐ D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$ \_\_\_\_\_

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_

*(Attach a copy of sales agreement and delivery receipts.)*

☐ E. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_

☐ That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_

☐ That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_

☐ F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN  
OF \$ \_\_\_\_\_

☐ That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_

☐ That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_

☐ G. CLAIM AGAINST DIRECTOR \$ \_\_\_\_\_

*(To be completed when a proposal provides for the compromise of claims against directors.)*

That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

☐ H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ \_\_\_\_\_

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*



FORM 31 – Concluded

5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of subsection 2(1) of the Act: (Provide details of payments, credits and transfers at undervalue.)

(Applicable only in the case of the bankruptcy of an individual.)

☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Creditor

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

NOTE: If a copy of this Form is sent electronically by means such as email, the name and contact information of the sender, prescribed in Form 1.1, must be added at the end of the document.

**ZEIFMAN PARTNERS INC. - TRUSTEE**  
201 Bridgeland Avenue  
Toronto, Ontario M6A 1Y7  
Tel: (416) 256-4005 Fax: (416) 256-4001

District of: Ontario  
Division No. 05 - London  
Court No. 35-124001  
Estate No. 35-124001

FORM 36

Proxy

(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the matter of the bankruptcy of  
ACS Precision Components Partnership  
of the City of Cambridge, in the Regional Municipality of Waterloo  
in the Province of Ontario

I, \_\_\_\_\_, of \_\_\_\_\_, a creditor in the above matter, hereby  
appoint the trustee identified below ☐ or \_\_\_\_\_, of \_\_\_\_\_  
to be my proxyholder in the above matter, except as to the  
receipt of dividends, \_\_\_\_\_ (with or without) power to appoint another proxyholder in his or her place.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:

Zeifman Partners Inc. - Trustee

\_\_\_\_\_  
201 Bridgeland Avenue  
Toronto ON M6A 1Y7  
Phone: (416) 256-4005 Fax: (416) 256-4001

## **SCHEDULE E**

### **Interim Statement of Receipt and Disbursements (May 6, 2010 – April 11, 2011)**

**Zeifman Partners Inc., Court Appointed Receiver of ACS Precision Components Partnership**  
**Interim Statement of Receipts and Disbursements**  
**For the Period from May 6, 2010 to April 11, 2011**

**Page 1**

	CAD		USD
	\$		\$
Cash from Operations - see Page 2	\$ 3,384,757	\$	6,111,317
Payment to Bank of Montreal re: ACS secured claim	(2,993,859)		-
Payment to Automated Tooling Systems ("ATS") re: secured claim	(2,797,891)		-
OMEX Settlement	1,000,000		-
Payment to Bank of Montreal-secured claim re: Omex Guarantee	(1,676,683)		-
OMEX Payment of Guarantee Debt	1,676,683		-
Employee Priority Claims	(31,348)		-
OMEX Settlement re Preference Payments	40,000		-
Delphi Funded September Operating Loss Reserve	-		121,649
Transfers between CAD and US Accounts	6,252,457		(6,028,511)
Ending Cash Balance	<u>\$ 4,854,116</u>	\$	<u>204,455</u>
Omega Tool & Die lien claim	<u>\$ -</u>	\$	<u>(109,302)</u>
Ending Cash Balance Less Omega lien claim	<u>\$ 4,854,116</u>	\$	<u>95,153</u>

**Notes**

1. Balances in cash receipt and disbursement line items reflected above are inclusive of respective taxes.
2. Remaining receipts include \$5,000 in accounts receivable from ProTerra LED.
3. The Receiver had entered into a settlement agreement subject to court approval to pay Omega Tool & Die the sum of \$109,301.85 US in respect of their lien claim.
4. Lien claims have been filed by Aalbers Tool & Die in the sum of \$203,032 US and Miller's Electric in the sum of \$286,831 CDN. It is likely these matters will need to be resolved in an application to the Court.
5. Delphi Automotive Systems LLC ("Delphi") paid US \$200,000 to the Receiver in respect of September operating losses on account of an extension to the production period. The September Loss is calculated \$121,649, resulting in excess reserve of US \$78,351. The said sum has now been repaid to Delphi pursuant to Order of the Court.
6. Credit balances in the cash disbursement line items above represent US\$ cash receipts from customers in respect of CAD\$ cash disbursements made by the Receiver.

**Zelfman Partners Inc., Court Appointed Receiver of ACS Precision Components Partnership**  
**Interim Statement of Receipts and Disbursements**  
**For the Period from May 6, 2010 to April 11, 2011**

Page 2

	CAD	USD
	\$	\$
<b>Cash Receipts</b>		
Revenues from Operations	\$ 3,229,901	\$ 6,789,360
Realization of Pre-receivership A/R	1,685,940	1,710,828
Sale of Assets	3,096,524	426,407
Inventory Receipts	175,825	442,805
Tooling Receipts	-	500,087
Goods and Service Tax Refunds	182,660	-
Miscellaneous Receipts	39,066	872
Interest	50,827	420
<b>Total Receipts</b>	<b>8,460,743</b>	<b>9,870,779</b>
<b>Cash Disbursements</b>		
Direct Material Purchases	370,858	3,705,820
Payroll and Benefits	2,121,067	-
Rent/Lease Payment	371,839	-
GST/HST Paid	181,228	-
Utilities	225,066	-
Repairs & Maintenance	123,817	(395)
Freight & Brokerage	82,160	(20,331)
WSIB Expense	61,265	-
Key Employee Retention Plan	55,800	-
Administration/Corporate Charges	37,186	32,665
Insurance	30,257	3,070
Office Expense	9,794	37,094
Supplies	33,164	(1,739)
Bank Charges	7,414	1,007
Pre Receivership Vacation Pay	256,656	-
Consulting Services	-	2,272
Receiver's Fees	768,657	-
Legal Fees	339,758	-
<b>Total Disbursements</b>	<b>5,075,986</b>	<b>3,759,462</b>
<b>Cash Inflow</b>	<b>3,384,757</b>	<b>6,111,317</b>

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**TENTH REPORT TO THE COURT**

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