

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

ACS PRECISION COMPONENTS PARTNERSHIP

Respondent

**FIFTH 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.

Previous Reports

3. On May 17, 2010, the Receiver filed its first report to the Court to provide the Court with facts in respect of a mold (the "Omega Tooling") fabricated by and in the possession of Omega Tool Corporation ("Omega") which was required by ACS on an urgent basis to produce parts for its customer, A.G. Simpson Automotive Inc. On May 17, 2010 the Honourable Mr. Justice Cameron made an Order (the "Omega Order") directing Omega to forthwith deliver possession of the Omega Tooling to the Receiver without prejudice to the rights and claims of Omega and all other parties

asserting a claim to the Omega Tooling. A copy of the Omega Order is attached hereto as **Schedule B**.

4. On May 26, 2010, the Receiver filed its second report to the Court to provide the Court with facts in respect of a mold and inserts (collectively the "Aalbers Tooling") fabricated by and in the possession of Aalber's Tool & Mold Inc. ("Aalbers") which were required by ACS on an urgent basis to produce parts for its customer, Brose Canada Inc. ("Brose Canada"). On May 28, 2010 the Honourable Madam Justice Pepall made an Order (the "Aalbers Order") directing Aalbers to deliver possession of the Aalbers Tooling to the Receiver upon written confirmation being provided by the Receiver to Aalbers that Brose Canada had deposited with the Receiver US\$203,032 (the "Aalbers Fund") to stand in the place and stead of the Aalbers Tooling pending a determination of Aalbers' rights, if any, in respect of the Aalbers Tooling. A copy of the Aalbers Order is attached hereto as **Schedule C**.
5. On June 3, 2010, the Receiver filed its third report (the "Third Report") to the Court to, *inter alia*, (i) report to the Court on the activities of the Receiver and conduct of the receivership (ii) request approval for a key employee retention plan (the "Retention Plan") and (iii) seek directions for the determination of claims, if any, made by Omega and Aalbers to the Omega Tooling and Aalbers Fund. On June 15, 2010 the Honourable Madam Justice Hoy made an Order (the "Hoy Order") approving the Third Report and the Retention Plan and establishing a process to have the claims of Omega and Aalbers to the Omega Tooling and the Aalbers Fund, if any, determined. A copy of the Hoy Order is attached hereto as **Schedule D**.
6. On June 8, 2010, the Receiver filed its fourth report to the Court to provide the Court with facts in respect of production inserts (collectively the "AarKel Tooling") fabricated by and in the possession of AarKel Tool and Die Inc. ("AarKel") which were required by ACS on an urgent basis to produce parts for its customer, Brose North America, Inc. ("Brose NA"). On June 10, 2010 the Honourable Madam Justice Hoy made an Order (the "AarKel Order") directing AarKel to deliver possession of seven production modular inserts (the "Production Modular Inserts") to the Receiver

upon written confirmation being provided by the Receiver to AarKel's solicitor that Brose NA had deposited with the Receiver \$47,646.35 (the "AarKel Inserts Fund") to stand in the place and stead of the Production Modular Inserts pending a determination of AarKel's rights, if any, in respect of the Production Modular Inserts. A copy of the AarKel Order is attached hereto as **Schedule E**.

Purpose of Report

7. The purpose of this Report is to:
 - (a) advise this Honourable Court on the activities of the Receiver and the conduct of the receivership from the date of the Third Report;
 - (b) request an Order approving the conduct and activities of the Receiver to date;
 - (c) request an Order approving the Receiver's Statement of Receipts and Disbursements for the period from May 6, 2010 to August 6, 2010;
 - (d) request a vesting Order in respect of:
 - (i) two pieces of dedicated equipment and one set of tooling sold by the Receiver since the date of the Third Report pursuant to the powers granted to the Receiver by paragraph 3(1) of the Receivership Order; and
 - (ii) future sales of assets which may hereafter be completed by the Receiver pursuant to the powers granted to the Receiver by paragraph 3(1) of the Receivership Order.
 - (e) advise the Court on the status of the claim of AarKel to the AarKel Inserts Fund;
 - (f) request an Order varying the Hoy Order to extend the timeline for the filing of motion materials for the determination of Omega's claim, if any, to the Omega Tooling;

- (g) request an Order approving a distribution to Bank of Montreal ("BMO") in respect of BMO's secured claim for the amount of the direct indebtedness of ACS to BMO;
- (h) request an Order authorizing the Receiver to pay to BMO, if requested by BMO, amounts owing to BMO under a guarantee provided by ACS to BMO for the liabilities of Omex Manufacturing LLC ("Omex");
- (i) request an Order approving the professional fees of the Receiver and its legal counsel as reflected herein; and
- (j) request an Order sealing the Confidential Supplement to this the Receiver's Fifth Report.

The Business of ACS

- 8. ACS is a registered Ontario partnership of A-C (Plastics) Holdings Inc. ("Plastics") (as to a 51% interest) and 2178124 Ontario Inc. ("217") (as to a 49% interest). Plastics is in turn owned by Anderson-Cook, Inc., an American manufacturing company with operations in four countries. 217 is in turn ultimately owned and controlled by Douglas Spittal, a businessman with turnaround expertise in the automotive industry.
- 9. 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.

Activities of the Receiver

- 10. Since the date of the Third Report, the Receiver has continued to oversee the day to day management of ACS's business.
- 11. As previously reported to the Court in the Receiver's Third Report, the Receiver entered into Accommodation Agreements with ACS customers to allow for continued

production of parts and the building of parts banks for those customers. The Accommodation Agreements were for a term ending July 2, 2010 (being the projected exit date of Dortec Industries, a division of Magna Closures Inc. ("Magna"), ACS' largest customer representing approximately 60% of ACS historical sales) and provided for a 30% surcharge for parts shipped during the receivership.

12. The Accommodation Agreements permitted the Receiver, on notice to the customers, to increase the surcharge if the Receiver believed that the surcharge was insufficient to fully fund all cash losses incurred or to be incurred in producing component parts for customers.
13. On or around June 25, 2010, the Receiver provided written notice (the "Surcharge Increase Notice") to the customers advising that the 30% surcharge was insufficient to fund the cash losses and that a premium of 40% was required for all production after July 2, 2010. A sample copy of the Surcharge Increase Notice is attached hereto as **Schedule F**.
14. Nine customers acknowledged and agreed to the increase in the surcharge to 40%. Subsequent to July 2, 2010 the Receiver has only continued production for those customers which agreed to pay the increased surcharge.
15. As at the date of this report, the Receiver is causing ACS to continue production on behalf of six customers. These customers continue to require ACS to produce parts on their behalf in order to build a sufficient bank of parts to transition supply to new suppliers.
16. Based on ACS production plans and communications with customers, the Receiver anticipates that ACS production will substantially cease on or around September 3, 2010. However, Delphi Automotive Systems, LLC ("Delphi") has requested that its production, on a limited basis, be extended to September 17, 2010. In return, Delphi has advised that it will support the losses of ACS over the September 3-17, 2010 time period.

17. The Receiver is continuing to exit various ACS customers who no longer have continued production at the facility. The Receiver has implemented processes so that all useable and merchantable inventory is purchased and open accounts are collected prior to the release of customer owned tooling.
18. As of the date of the Receiver's appointment, ACS had approximately 53 customers with tooling located at the ACS premises. As of the date of this report, ACS has approximately 15 customers with tooling remaining at the ACS premises, six of which remain in active production.
19. Since the Receiver's Third Report to the Court, pursuant to Paragraph 15 of the Receivership Order, the Receiver terminated 44 hourly employees effective July 5, 2010 and an additional 42 employees, consisting of 15 salaried and 27 hourly employees, (collectively, the "Terminated Employees") thereafter.
20. Given the exit of the majority of ACS customers and business, the Terminated Employees were not required for ongoing operations.
21. As at the date of this report, ACS has 51 employees of which 8 are salaried employees and 43 are hourly employees. There is no certified bargaining agent that represents the employees of ACS.
22. All twelve employees who were offered key employee retention payments ("KERP"), pursuant to the Retention Plan approved by the Court in the Hoy Order, accepted same. Two of those employees subsequently found other jobs and resigned. KERP payments were not made to those employees as they no longer qualified for such payments. Two other employees were terminated by the Receiver because their services were no longer required. They received KERP payments in accordance with their signed retention letters.

Equipment and Tooling Sales

23. Pursuant to Paragraph 3 (l) of the Receivership Order, the Receiver was empowered and authorized to sell, convey, transfer, lease, or assign the property of ACS or any

part or parts thereof out of the ordinary course of business without the approval of the 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.

24. Pursuant to the powers granted to it by the Receivership Order, the Receiver has completed two sales of dedicated equipment (i.e. equipment used exclusively or substantially exclusively in the production of component parts for a single customer) and one set of tooling. The Receiver requests vesting orders be made in favour of the purchasers of such equipment and tooling.

Sale of Dedicated Equipment

25. As at the date of this report, the Receiver has sold two pieces of dedicated equipment as follows:

- (a) an Engel 450 Ton Two Shot Injection Molding Machine and auxiliary equipment (collectively the "Magna Equipment") was sold to Magna on June 30, 2010 for \$135,000, plus GST, the full particulars of which are contained in Magna's Purchase Order Number 84413 dated June 30, 2010 and ACS's invoice number MA0000117 dated June 30, 2010, copies of which are attached as **Schedule G** hereto. Magna has made full payment to the Receiver of the purchase price for the Magna Equipment and the Magna Equipment has been removed by Magna from the ACS premises; and
- (b) an Engel 55 Ton Verticle Clamp Rotary Table Injection Moulding Machine and auxiliary equipment (collectively the "Ritz Equipment") was sold to Ritz Plastics Inc. ("Ritz") on July 15, 2010 for \$15,000 plus HST, the full particulars of which are contained in Ritz Purchase Order Number P0010223 dated July 15, 2010 and ACS invoice number MA0000136 dated July 15, 2010, copies of which are attached as **Schedule H** hereto. It is the Receiver's understanding that Magna has resourced some of its production requirements from ACS to Ritz. Ritz has made full payment to the Receiver of the purchase price for the Ritz Equipment and the Ritz Equipment has been removed by Ritz from the ACS premises.

Sale of Tooling

26. In 2009, ACS was awarded a contract by Brose NA (the "Brose NA Contract") to supply Brose NA with parts for latch assemblies to be supplied by Brose NA to its customer, Ford, for a new model of the Ford Focus motor vehicle.
27. In November 2009, ACS issued a purchase order to AarKel (under its former name Aark Canada Inc.) to build, *inter alia*, three modular bases at a price of \$187,150 (the "Bases"). The Bases were ordered by ACS to allow ACS to produce parts for Brose NA under the Brose NA Contract and were to be owned by ACS.
28. The Bases consist of two 2-position bases (the "2-Position Bases") and one 4-position base (the "4-Position Base"). The 2-Position Bases had been shipped by AarKel to ACS prior to the date of the receivership and were in the possession of ACS at the date of the receivership. The 4-Position Base was in the possession of AarKel and remained in the possession of AarKel at the date of the receivership.
29. The cost of the two 2-Position Bases was roughly equal to the cost of the 4 Position Base.
30. Because the Bases were made to produce specific parts for Brose NA, the Bases have no value to anyone except Brose NA. The Bases have a nominal scrap value.
31. By letter dated July 30, 2010, Brose NA offered to purchase the Bases for USD \$100,000 (the "Brose Offer"). Attached as **Schedule I** is a copy of the Brose Offer. This is the best and only offer received by the Receiver for the Bases.
32. Brose NA advised the Receiver that it was pursuing resourcing alternatives through a European supplier which already had the required tooling to produce the latch assembly parts or the production of the required tooling in house. If either of those options was taken by Brose NA, it would have no use for the Bases. Because it needed to finalize its resourcing arrangements, Brose NA made it clear to the Receiver that unless its offer was accepted virtually immediately, those other options would be pursued.

33. AarKel had never issued invoices to ACS for the Bases and ACS had made no payments prior to the receivership to AarKel for the Bases. There was an issue as to ownership of the Bases. AarKel claimed to be the owner of the Bases.
34. The AarKel Order made by Madam Justice Hoy did not address any claims which AarKel might have to the Bases.
35. Given the risk that there would be virtually no recovery to the creditors from the Bases if the Brose NA offer was not accepted, that AarKel was in possession of the 4-Position Base and Brose NA would not purchase the 2-Position Bases without the 4-Position Base and the ownership dispute, the Receiver, with the agreement of AarKel, accepted the Brose Offer to purchase the Bases for USD \$100,000 (the "Brose Sale Proceeds") and agreed to split the Brose Sale Proceeds with AarKel on a 50/50 basis in complete satisfaction of any claims that AarKel may have had in relation to the Bases.
36. A copy of the invoice issued by ACS to Brose for the Bases is attached as **Schedule J** hereto.

Pending Sales of Equipment

37. The Receiver has negotiated three other sales (the "Pending Equipment Sales") for dedicated equipment which is still being used and is required by the Receiver for the production of component parts for customers. These sales will be completed once the equipment is no longer required for ongoing production requirements. The particulars of those sales are as follows:
 - (a) The Receiver has agreed to sell a Cincinnati 550 Ton Injection Molding Machine, ABB Robot, and auxiliary equipment (collectively the "Omex Equipment") to Omex for \$68,000 plus HST, the full particulars of which are contained in Omex Purchase Order Number S-29111 dated July 21, 2010, a copy of which is attached as **Schedule K** hereto. Omex is a resourced supplier to Brose Canada and the Omex Equipment is dedicated to produce component parts for Brose Canada;

(b) The Receiver has agreed to sell the following equipment (collectively the “Delphi Equipment”) to Delphi:

- (i) an Engel 55 Ton Press for USD \$27,000,
- (ii) a 1994 Engel 250 Ton Vertical Press for USD \$47,500; and
- (iii) a 1997 Engel 250 Ton Press for USD \$55,500.

The particulars of the Delphi Equipment are contained in Delphi Purchase Order numbers 451104225, 451104227 and 451104224 all dated August 13, 2010, copies of which are attached as **Schedule L** hereto.

(c) The Receiver has agreed to sell an Engel 200 Ton Press and an Engel 150 Ton Press (collectively the “Eckerle Equipment”) to Eckerle de Mexico (“Eckerle”) for USD \$98,000, the full particulars of which are contained in Eckerle Purchase Order number 39455 dated August 12, 2010, a copy of which is attached as **Schedule M** hereto.

38. The Receiver is also in the process of negotiating other equipment sales, the particulars of which will be reported to the Court if agreements are reached.

Appraisal

39. A copy of an Orderly Liquidation appraisal dated April 23, 2010 completed by Corporate Assets Valuations (the “Corporate Assets Appraisal”) is contained in the Confidential Supplement to this Report. The Corporate Assets Appraisal includes valuations of the Magna Equipment, Ritz Equipment and the equipment which is the subject of the Pending Equipment Sales. A sealing order is being sought in respect of the Confidential Supplement. The Receiver is of the view that the sales of the Magna Equipment, Ritz Equipment and Bases completed by the Receiver were commercially reasonable and in the best interests of the creditors of ACS and that the pending sales of the Omex Equipment, Delphi Equipment and Eckerle Equipment are also commercially reasonable and in the best interests of the creditors of ACS.

AarKel Inserts Fund

40. Subsequent to the AarKel Order, Brose NA deposited with the Receiver the AarKel Inserts Fund, as contemplated by the AarKel Order. AarKel subsequently delivered up possession of the Production Modular Inserts to the Receiver. The AarKel Inserts Fund was to stand in the place of the Production Modular Inserts for the purpose of determining the nature, priority and amount of AarKel's claim against the Production Modular Inserts.
41. Counsel for AarKel has advised the Receiver's counsel that AarKel no longer intends to pursue a claim in respect of the Production Modular Inserts. Attached as **Schedule N** hereto is a copy of an e-mail dated August 11, 2010 from counsel for AarKel to counsel for the Receiver confirming same. Accordingly, the Receiver has released the AarKel Inserts Fund from trust.

Variation of Hoy Order

42. In accordance with the Omega Order and Aalber's Order, the Aalbers Tooling and the Omega Tooling were delivered up to the Receiver.
43. In accordance with the Hoy Order, Aalbers served motion materials by July 16, 2010 seeking a determination of its claim.
44. Counsel for the Receiver and Omega agreed to a 10-day extension for Omega to file its motion materials. Subsequently, Omega retained new counsel and Omega's motion materials have not yet been filed. Counsel for Omega has advised counsel for the Receiver that Omega's motion materials will be served on counsel for the Receiver by August 25, 2010.
45. The Receiver requests an Order varying the Hoy Order to grant Omega an extension of time to file its motion materials.

Receiver's Borrowings

46. The Receivership Order authorized the Receiver to issue Receiver's Certificates to borrow up to \$600,000. The Receiver exercised that power and borrowed \$325,991 to fund the initial period of the receivership during which the Accommodation Agreements were being negotiated with ACS customers. All such borrowings were repaid to BMO effective June 10, 2010.

Receiver's Statement of Receipts and Disbursements

47. The Receiver's Interim Statement of Receipts and Disbursements for the period from May 6, 2010 to August 6, 2010 is attached hereto at **Schedule O**. In summary, receipts total \$11,654,009 and disbursements total \$5,792,382 with a resulting excess of receipts over disbursements of \$5,861,627.

BMO'S Loans and Security

48. BMO is the primary secured creditor of ACS. ACS is indebted to BMO in respect of the following (collectively the "BMO Debt"):
- (a) for credit facilities extended by BMO to ACS (the "ACS Loans");
 - (b) for legal costs incurred by BMO and recoverable under the terms of the BMO Security (the "Legal Costs" and together with the "ACS Loans", the "ACS Direct Debt"); and
 - (c) pursuant to a guarantee dated December 31, 2008 granted by ACS to BMO in the principal amount of \$2,850,000 for the liabilities of Omex (a related company which carries on business in Stratford, Ontario) to BMO (the "Omex Guarantee Debt").
49. As at August 23, 2010 the amounts outstanding on the BMO Debt were as follows:

ACS Loans

Principal	\$3,168,917.78
Interest	\$ 9,597.42

Legal Costs

Miller Thomson accounts dated December 18, 2009, February 11, 2010 and March 9, 2010 relating to pre-receivership security matters	\$ 8,404.53
Foreign counsel accounts relating to pre-receivership security matters	
Wilkinson & Grist account dated May 12, 2010	\$ 65,800.00 (HK) (approx. CAD\$9,000)
Maddin Hauser account dated May 3, 2010	\$ 968.00 (US)
Miller Thomson accounts dated May 14, 2010 and June 24, 2010 relating to enforcement of security and Receivership Application	\$ 33,398.07

Omex Guarantee Debt

Principal	\$1,335,761.23
Interest	\$ 4,017.92

50. Interest continues to accrue on the ACS Direct Debt at a per diem rate of \$413.64. The Omex Guarantee Debt fluctuates as the underlying indebtedness of Omex to BMO fluctuates.
51. BMO holds security over all of the assets and property of ACS pursuant to a General Security Agreement and security under Section 427 of the Bank Act (the "BMO Security").
52. By letter dated April 27, 2010, BMO demanded payment from ACS of the ACS Direct Debt and the Omex Guarantee Debt.

Other Secured Creditors of ACS

53. There are five registrations under the *Personal Property Security Act* ("PPSA") against ACS. Those registrations are summarized on **Schedule P** to this Report and are in favour of the following:

- (a) BMO;
- (b) ATS Automation Tooling Systems Inc. ("ATS");
- (c) Omega (two registrations); and
- (d) De Lage Landen Financial Services Canada Inc. ("De Lage Landen").

A copy of a search of registrations under the PPSA as of August 24, 2010 is attached as **Schedule Q** hereto.

54. The ATS PPSA registration relates to a vendor take back debt owing to ATS from the sale of the ACS business by ATS to ACS in December, 2008 for which ATS holds security over the assets of ACS. At the time of the appointment of the Receiver, the Receiver was advised by Peter Beynon, the general manager of ACS, that approximately \$1.87 million was owing by ACS to ATS on that debt. ATS has postponed and subordinated that debt and the security held for that debt to the BMO Debt and the BMO Security.
55. It is the Receiver's understanding that the Omega PPSA registrations relate to amounts owing by ACS to Omega with respect to the Omega Tooling (approximately \$140,000).
56. The Receiver has also been advised by Peter Beynon that the De Lage Landen PPSA registration relates to the lease of a fork lift which remains in the possession of the Receiver.

Repairer's Lien Claim

57. Miller's Electric Ltd. ("Millers") is asserting a lien under the *Repair and Storage Liens Act* ("RSLA") in the amount of \$286,831 in respect of the Magna Equipment, the Ritz Equipment, the Omex Equipment, the Delphi Equipment, the Eckerle Equipment and other equipment owned by ACS (collectively, the "Equipment").
58. Pursuant to section 7(5) of the RSLA, a non-possessory lien is enforceable only if the lien claimant obtains a signed acknowledgement of the indebtedness. The Receiver has not yet determined the validity of the lien claim being asserted by Millers under the RSLA.

Security Opinion and Distribution to BMO

59. The Receiver has obtained an independent legal opinion which confirms that, subject to the customary exceptions and qualifications, the security interest granted by ACS in favour of BMO is valid and enforceable. A copy of the legal opinion is attached hereto as **Schedule R**.
60. Employee wages and other priority payables (employee source deductions for income tax, CPP and EI, goods and services tax and retail sales tax) were paid current to the date of the receivership. On June 30, 2010 the Receiver paid all vacation pay owing to the hourly employees. Salaried employees are paid their vacation pay upon termination.
61. The Receiver is only aware of the following pre-receivership claims which may have priority over the BMO Debt:
 - (a) the claim of Omega Tool in respect of the Omega Tooling (approximately \$140,000);
 - (b) the claim of Aalbers Tooling to the Aalbers Fund;
 - (c) the claim of De Lage Landen for the forklift lease;

(d) the Millers' RSLA Lien; and

(e) approximately \$13,000 of vacation pay owing to salaried employees who remain employed by ACS.

Other than the \$13,000 of vacation pay owing to salaried employees, the validity and priority of the above claims has not yet been determined. Sufficient funds remain available in the Receiver's possession should such claims be determined to be valid and in priority to the claims of other creditors.

62. The Receiver proposes to make a distribution to BMO of the amount owing to BMO in respect of the ACS Direct Debt, being \$3,220,317.80, plus the Canadian dollar equivalent of HK\$65,800 (approximately \$9,000), plus US\$968, plus additional interest thereon from August 23, 2010 to the date of payment at the per diem rate of \$413.64.
63. BMO continues to make credit facilities available to Omex. Although BMO demanded payment of the Omex Guarantee Debt from ACS, BMO has advised the Receiver that it does not require payment of the Omex Guarantee Debt at this time, although it may do so in the future. Accordingly, the Receiver requests that the Court authorize the Receiver, subject to availability of funds, to make payment to BMO of the Omex Guarantee Debt, if so requested by BMO.

Professional Fees

64. The Receiver and its legal counsel have maintained detailed records of their professional time and costs since the Receivership Order.
65. Pursuant to paragraph 19 of the Receivership Order, any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the property of ACS in priority to all

security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person.

66. The total fees and disbursements of the Receiver for the period from April 28, 2010 to July 31, 2010 amount to \$315,083.72, plus GST/HST. These fees and disbursements are particularized in the Affidavit of Allan Rutman, sworn August 20, 2010 and the invoices are attached as related exhibits.
67. The total fees and disbursements billed by Miller Thomson LLP ("MT"), counsel to the Receiver, for the period from May 10, 2010 to July 31, 2010 amount to \$84,817.31, plus GST/HST. These fees and disbursements are particularized in the Affidavit of Sherry Kettle, sworn August 25, 2010 and the invoices attached as related exhibits.
68. It is the Receiver's opinion that the fees and disbursements of the Receiver and MT (collectively, the "Professional Fees") are fair and reasonable and justified in the circumstances, and accurately reflect the work done by the Receiver and MT in connection with the receivership during the relevant periods. The Receiver recommends approval of the Professional Fees by this Honourable Court.

Recommendation of the Receiver

69. In light of the foregoing, the Receiver respectfully requests this Honourable Court to:
 - (a) approve the conduct and activities of the Receiver to date;
 - (b) approve the Statement of Receipts and Disbursements;
 - (c) make an Order approving *nunc pro tunc* the sales completed by the Receiver of the Magna Equipment, Ritz Equipment and Bases and the vesting of such assets in the purchasers free and clear of all encumbrances;
 - (d) make an Order approving the Pending Equipment Sales and such other sales of assets as may be completed by the Receiver pursuant to the powers granted to the

Receiver by paragraph 3(1) of the Receivership Order and the vesting of such assets in the purchasers free and clear of all encumbrances;

- (e) make an Order varying the Hoy Order to extend the deadline for the filing of motion materials by Omega for the determination of its claim, if any, to the Omega Tooling;
- (f) approve the distribution of \$3,220,317.80, the Canadian dollar equivalent of HK\$65,800 and US\$968 plus additional interest thereon at a per diem rate of \$413.64 from August 23, 2010 to BMO on account of the ACS Direct Debt;
- (g) make an Order authorizing the Receiver to pay to BMO, if requested by BMO and subject to availability of funds, the Omex Guarantee Debt;
- (h) approve the Professional Fees of the Receiver and MT; and
- (i) make an Order sealing the Confidential Supplement;

Conclusion

70. All of the foregoing is respectfully submitted this 25th day of August, 2010.

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

Per: 

Allan Rutman

Schedule A
Receivership Order

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) THURSDAY, THE 6TH 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.

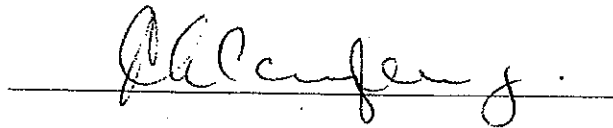
27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

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.



ENTERED AT / INSCRIT À TORONTO
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

Omega Order

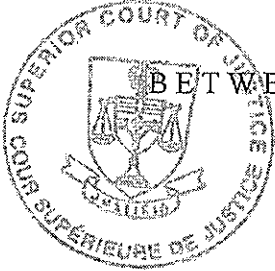
**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.

) MONDAY, THE 17TH

JUSTICE CAMERON

)
) DAY OF MAY, 2010



BETWEEN:

BANK OF MONTREAL

Applicant

- and -

ACS PRECISION COMPONENTS PARTNERSHIP

Respondent

ORDER

THIS MOTION, made by Zeifman Partners Inc. (the "Receiver"), in its capacity as Receiver of ACS Precision Components Partnership ("ACS"), for an Order that Omega Tool Corporation ("Omega") forthwith deliver up possession to the Receiver of the two cavity 2-shot mold (the "Mold") built by Omega for ACS pursuant to Purchase Order Number 330426 issued March 16, 2009 by ACS to Omega was heard this day at the Court House, 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver, including the Receiver's First Report to the Court dated May 14, 2010, and on hearing the submissions of the lawyers for the Receiver, A.G. Simpson Automotive Inc. ("AG Simpson") and ~~Omega Tool Corporation ("Omega") and counsel for such other parties as present,~~ *De*

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

2. THIS COURT ORDERS that Omega forthwith deliver up possession of the Mold to the Receiver;

3. THIS COURT ORDERS that a Writ of Delivery shall issue with respect to the Mold;

4. THIS COURT ORDERS that the delivery up of possession of the Mold by Omega to the Receiver shall be without prejudice to the rights and claims of all parties asserting a claim against the Mold;

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of all claims against the Mold, such claims shall have the same priority as they had with respect to the Mold immediately prior to the delivery up of the Mold to the Receiver, as if the Mold had not been delivered up to the Receiver and remained in the possession or control of Omega.

Donald A. Cameron J.

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

MAY 17 2010

PER / PAR: *A*

BANK OF MONTREAL
Applicant and

ACS PRECISION COMPONENTS
Respondent

Court File No: 10-8702-00CL

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

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 Zeifman Partners Inc.,
Receiver

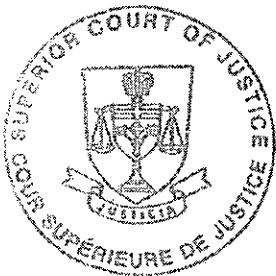
Schedule C

Aalbers Order

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM) FRIDAY, THE 28TH
JUSTICE *PEPALL*)
DAY OF MAY, 2010

BETWEEN:



BANK OF MONTREAL

Applicant

- and -

ACS PRECISION COMPONENTS PARTNERSHIP

Respondent

ORDER

THIS MOTION, made by Zeifman Partners Inc. (the "Receiver"), in its capacity as Court appointed Receiver of ACS Precision Components Partnership ("ACS"), for an Order that Aalbers Tool & Mold Inc. ("Aalbers") forthwith deliver up possession to the Receiver of a Roller Cage Mold and related inserts (collectively, the "Mold"), built by Aalbers for ACS pursuant to Purchase Order number 331148 issued July 6, 2009 by ACS to Aalbers was heard this day at the Court House, 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion and the Receiver's Second Report to the Court dated May 26, 2010, the consent of Aalbers, filed, and on hearing the submissions of the lawyers for the Receiver and for such other parties as present, and Brose Canada, Inc. having advised the Court that it is prepared to deposit with the Receiver the sum of US\$203,032 (the "Fund") to be held by the Receiver on the terms of this Order,

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

2. THIS COURT ORDERS that the Fund shall be held by the Receiver in a separate interest bearing account pending further order of the Court.

3. THIS COURT ORDERS that upon the Receiver providing written confirmation to the solicitor for Aalbers, Luigi DiPierdomenico, that the Receiver has received the Fund, Aalbers shall forthwith thereafter deliver up possession of the Mold to the Receiver;

4. THIS COURT ORDERS that for the purpose of determining the nature, amount and priority of any claim, including any ownership claim, (collectively the "Claims") that Aalbers may have with respect to the Mold, the Fund shall stand in the place and stead of the Mold and that the Claims shall cease to attach to the Mold and shall attach to the Fund in the same amount and with the same nature and priority as they had with respect to the Mold as if the Mold had not been delivered up to the Receiver and remained in the possession or control of Aalbers.

5. THIS COURT ORDERS that Aalbers shall complete all work, if any, yet to be completed under purchase order numbers 331148, 331963 and PC000095 issued by ACS to Aalbers or for which the Mold was delivered up to the possession of Aalbers on or about May 3, 2010, if so requested by the Receiver.



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

MAY 28 2010

PER / PAR: 

Joanne Nicoara
Registrar, Superior Court of Justice

BANK OF MONTREAL
Applicant and

ACS PRECISION COMPONENTS
Respondent

Court File No: 10-8702-00CL

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

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 Zeifman Partners Inc.,
Receiver

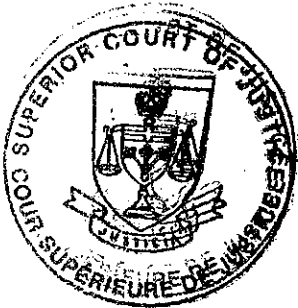
Schedule D

Hoy Order

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE **MADAM**) TUESDAY, THE 15TH
JUSTICE **HOY**) DAY OF JUNE, 2010

BETWEEN:



BANK OF MONTREAL

Applicant

- and -

ACS PRECISION COMPONENTS PARTNERSHIP

Respondent

ORDER

THIS MOTION, made by Zeifman Partners Inc. (the "Receiver"), in its capacity as Receiver of ACS Precision Components Partnership ("ACS"), for,

- (a) if necessary, an Order abridging the time for and validating the method of service of the Notice of Motion and directing that any further service of the Notice of Motion be dispensed with such that this motion is properly returnable on June 15, 2010;
- (b) an Order accepting and approving the Third Report of the Receiver to the Court dated June 3, 2010 (the "Third Report") and approving the activities of the Receiver described therein;
- (c) an Order approving the key employee retention plan described in the Third Report;
- (d) directions for the determination of the claims, if any, of Omega Tool Corporation ("Omega") to the 2 cavity 2 shot mold built by Omega for ACS pursuant to purchase order number 330426 issued March 16, 2009 by ACS to Omega, being the mold which is the subject matter of the Order of the Honourable Mr. Justice Cameron dated May 17, 2010;

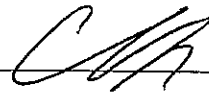
- (e) directions for the determination of the claims, if any, of Aalbers Tool & Mold Inc. ("Aalbers") to the sum of US\$203,032 (the "Aalber's Fund") being held by the Receiver pursuant to the Order of the Honourable Justice Pepall dated May 28, 2010 in the place and stead of a roller cage mold and related inserts built by Aalbers for ACS pursuant to purchase order number 331148 issued July 6, 2009 by ACS to Aalbers;
- (f) an Order that the Confidential Supplement to the Third Report be sealed pending further Order of this Court; and
- (g) Such further and other relief as counsel may advise and this Honourable Court may deem just.

was heard this day at the Court House, 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Receiver's Third Report to the Court dated June 8, 2010 (the "Third Report"), the Confidential Supplement to the Third Report, and on hearing the submissions of the lawyers for the Receiver and the lawyers for such other parties as present,

1. THIS COURT ORDERS that the time for and method of service of the Notice of Motion and the Receiver's Third Report is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that the Third Report is hereby accepted and approved and the Receiver's activities as set out in the Third Report be and are hereby approved.
3. THIS COURT ORDERS that the Key Employee Retention Plan described in the Third Report be and is hereby approved.
4. THIS COURT ORDERS that if Omega and Aalbers wish to assert claims to the Omega Tooling and the Aalbers Fund respectively, they shall each file a motion to have their claims determined by the Court by serving on the Receiver and the Service List and filing with the Court by no later than July 16, 2010 a Motion Record for such purpose. Such motions shall all be returnable on the same date with an initial return date to be agreed by the lawyers for the Receiver, Omega and Aalbers or as further ordered by the Court.

5. THIS COURT ORDERS that the Confidential Supplement to the Third Report be sealed pending further Order of this Court.



Christina Laslavic
Registrar, Superior Court of Justice

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

JUN 15 2010

PER / PAR:



BANK OF MONTREAL
Applicant and

ACS PRECISION COMPONENTS
Respondent

Court File No: 10-8702-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST

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 Zeifman Partners Inc.,
Receiver

Schedule E

AarKel Order

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

JUSTICE *Hoy*

) THURSDAY, THE 10TH

)
) DAY OF JUNE, 2010

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

ACS PRECISION COMPONENTS PARTNERSHIP

Respondent

ORDER

THIS MOTION, made by Zeifman Partners Inc. (the "Receiver"), in its capacity as Receiver of ACS Precision Components Partnership ("ACS"), for an Order that AarKel Tool & Die Inc. ("AarKel") forthwith deliver up possession to the Receiver of ten Modular Inserts built by AarKel for ACS pursuant to Purchase Order number 331895 issued November 5, 2009 by ACS to AarKel was heard this day at the Court House, 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion and the Receiver's Fourth Report to the Court dated June 8, 2010, the consent of AarKel, filed, and on hearing the submissions of the lawyers for the Receiver and counsel for such other parties as present, and Brose North America, Inc. having advised the Court that it is prepared to deposit with the Receiver the sum of \$47,646.65 CAD (the "Fund") to be held by the Receiver on the terms of this Order,

1. THIS COURT ORDERS that the time for and method of service of the Notice of Motion and the Receiver's Fourth Report is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof;

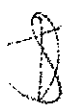
2. THIS COURT ORDERS that the Fund shall be held by the Receiver in a separate interest bearing account pending further order of the Court;
3. THIS COURT ORDERS that upon the Receiver providing written confirmation to the solicitor for AarKel, Julian Nawrocki, that the Receiver has received the Fund, AarKel shall forthwith thereafter deliver up to the Receiver possession of the seven Production Modular Inserts (the "Production Modular Inserts"), as specified in Schedule A to this Order;
4. THIS COURT ORDERS that for the purpose of determining the nature, amount and priority of any claim, including any ownership claim, (collectively the "Claims") that AarKel may have with respect to the Production Modular Inserts, the Fund shall stand in the place and stead of the Production Modular Inserts and that the Claims shall cease to attach to the Production Modular Inserts and shall attach to the Fund in the same amount and with the same nature and priority as they had with respect to the Production Modular Inserts as if the Production Modular Inserts had not been delivered up to the Receiver and remained in the possession or control of AarKel;
5. THIS COURT ORDERS that this motion shall be adjourned *sine die* returnable on seven days notice with respect the three capacity Modular Inserts, as specified in Schedule B to this Order.



Tara Stead
Registrar, Superior Court of Justice

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

JUN 10 2010

PER / PAR: 

SCHEDULE A

Production Modular Inserts in the Possession of AarKel

	Modular Insert No.	Item No. on Purchase Order #331895 issued on November 5, 2009 from ACS to AarKel
1	932215	20
2	932249	19
3	932307	17
4	932198	1
5	932200	2
6	932253	7
7	932229	8

SCHEDULE B

Capacity Modular Inserts in the Possession of AarKel

	Modular Insert No.	Item No. on Purchase Order #331895 issued on November 5, 2009 from ACS to AarKel
1	932215	14
2	932249	13
3	932307	11

BANK OF MONTREAL
Applicant and

ACS PRECISION COMPONENTS
Respondent

Court File No: 10-8702-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST

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 Zeifman Partners Inc.,
Receiver

Schedule F

Surcharge Increase Notice

ZEIFMAN PARTNERS INC

June 25, 2010

Attention:

Dear

Re: ACS Precision Components Partnership ("ACS") - Surcharge Increase Notice

The Receiver of ACS believes that the 30% Surcharge (the "Surcharge") in excess of the applicable Purchase Order price will no longer be sufficient to fully fund pro-rata share of all cash losses incurred or to be incurred in producing parts for Attached hereto is a copy of a production budget for July and August 2010 (the "Budget"). The Budget indicates that a 40% Surcharge is necessary to fund your pro-rata share of all cash losses anticipated during the months of July and August 2010. As a result, the Receiver requests that agrees in writing to a 40% Surcharge (the "Revised Surcharge") in excess of the applicable Purchase Order price for all product manufactured after July 2, 2010.

Pursuant to the Accommodation Agreement signed by dated , the Receiver may, on 5 days written notice, cause ACS to cease production of parts for unless agrees in writing to the Revised Surcharge requested by the Receiver.

Accordingly, please acknowledge your agreement to the 40% Revised Surcharge for all product manufactured after July 2, 2010, until further notice, 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. Please return to the Receiver by email at jrutman@zeifmans.ca or by fax at 416-256-4001 within 5 days of receipt of this letter.

201 Bridgeland Avenue
Toronto, Ontario
M6A 1Y7
Tel: (416) 256-4003
Fax: (416) 256-4001
www.zeifman.ca

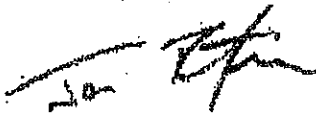
ZEIFMAN PARTNERS INC

Page 2

If the Receiver does not receive the signed agreement within 5 days, production of parts for shall cease thereafter.

Best regards,

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



Per:

Jonathan Rutman

AGREED AND ACCEPTED THIS ____ DAY OF ____, 2010:

Name: _____

Title: _____

I have authority to bind

Name: _____

Title: _____

I have authority to bind

Schedule G

Magna's Purchase Order Number 84413 and ACS's invoice number MA0000117



CLOSURES GROUP
Dortec Industries
A Division of Magna Closures Inc.
P.O. BOX 357
581 Newpark Blvd.
Newmarket, Ontario L3Y 4X7
Tel: (905) 853-1800

PURCHASE ORDER

PURCHASE ORDER #
84413

THE PURCHASE ORDER # MUST APPEAR
ON ALL INVOICES, PACKING SLIPS, ETC.

SUPPLIER:

4161

AC PRECISION COMPONENTS CAMBR
1574 EAGLE STREET NORTH, BUILD
CAMBRIDGE, ONTARIO
N3H 4S5

SHIP TO:

D1

DORTEC INDUSTRIES
581 NEWPARK BLVD
NEWMARKET, ONTARIO
L3Y 4X7

Page: 1

Funds: CA

SUP/FAX# 1 519 650 5925

DATE 6/30/10	TERMS IMMEDIATE PAYM	ICN/SUB.ACCT NA	STD COST / FR # N015214	GST # R#100330158		
F.O.B POINT DORTEC 1 - 581 NEWPA		PROVINCIAL SALES TAX APPLICABLE <input type="checkbox"/> EXEMPT <input checked="" type="checkbox"/>				
ONTARIO RETAIL SALES TAX PURCHASE EXEMPTION CERTIFICATE VENDOR PERMIT #6537-5041						
LINE	QTY. REQ.	PART NUMBER	DESCRIPTION	DATE REQ.	UNIT PRICE	TOTAL
1	1		Program Name: FOR-D219-05SDL MOLDING MACHINE ENGEL TWO SHOT ES2050H/700L/450BH, SERIAL NUMBER -71078/400/02, AC MACHINE IDENTIFICATION - A-2	7/01/10		
2	1		WATER HEATER 1 AUTOTHERM I RH090805X, SERIAL NUMBER - RH - 42330, AC MACHINE IDENTIFICATION - TL#8	7/01/10		
3	1		WATER HEATER 2 ADVANTAGE SK-1075LEZ-51D1, SERIAL NUMBER - 82478, AC MACHINE IDENTIFICATION - TL#74	7/01/10		
4	1		HOT RUNNER CONTROLLER MOLD MASTER, SERIAL NUMBER - TMMZO348456, AC MACHINE IDENTIFICATION-MH33	7/01/10		
5	1		VACUUM HOPPER 1 WHITLOCK, SERIAL NUMBER - 32K1048, AC MACHINE IDENTIFICATION - SRI02	7/01/10		
Continued Next Page ...						

SUBMIT INVOICE PROMPTLY TO DORTEC INDUSTRIES

The term "Order" used on the face hereof or in the attached Purchase Order
Conditions means this Purchase Order whether transmitted to Seller by fax,
electronic mail or in a paper format and is subject to the terms and conditions
attached hereto. Seller waives signature of this Order by Buyer.
This Order is not binding until accepted by Seller.

The governing terms and conditions are also available on the Dortec Industries
website www.magnaclosures.com.

DIANE COLLINS/FIONA THOM

REQUISITIONER

BRENDA PRICE

AUTHORIZED BY



CLOSURES GROUP
Dortec Industries
A Division of Magna Closures Inc.
P.O. BOX 357
581 Newpark Blvd.
Newmarket, Ontario L3Y 4X7
Tel: (905) 853-1800

PURCHASE ORDER

PURCHASE ORDER #
84413

THE PURCHASE ORDER # MUST APPEAR
ON ALL INVOICES, PACKING SLIPS, ETC.

SUPPLIER:

4161

AC PRECISION COMPONENTS CAMBR
1574 EAGLE STREET NORTH, BUILD
CAMBRIDGE, ONTARIO
N3H 4S5

SHIP TO:

D1

DORTEC INDUSTRIES
581 NEWPARK BLVD
NEWMARKET, ONTARIO
L3Y 4X7

Page: 2

Funds: CA

SUP/FAX# 1 519 650 5925

DATE 6/30/10	TERMS IMMEDIATE PAYM	ICN/SUB.ACCT NA	STD COST / FR # N015214	GST # R#100330158		
F.O.B POINT DORTEC 1 - 581 NEWPA		PROVINCIAL SALES TAX APPLICABLE <input type="checkbox"/> EXEMPT <input checked="" type="checkbox"/>				
ONTARIO RETAIL SALES TAX PURCHASE EXEMPTION CERTIFICATE VENDOR PERMIT #6537-5041						
LINE	QTY. REQ.	PART NUMBER	DESCRIPTION	DATE REQ.	UNIT PRICE	TOTAL
6	1		VACUUM HOPPER 2 WHITLOCK, SERIAL NUMBER - 32K1049, AC MACHINE IDENTIFICATION - SRI 02	7/01/10		
7	1		CONVEYOR - DEDICATED SYSTEMS SERIAL NUMBER - 23103A AC MACHINE IDENTIFICATION-CS34 FR#: N015214 PROGRAM: FOR-D219-05SDL CAPITOL PROJECT #: DOR-10-076 SUPPLIER QUOTE#: EQUIPMENT BREAKDOWN LIST SHIP TO LOCATION: D1 PAYMENT TERMS: IMMEDIATE TOTAL AMOUNT FOR ALL EQUIPMENT \$135,000CAD SPOT-BUY PO	7/01/10	135000.00000	135000.00
All Dortec Purchase Orders require signed acknowledgement within 48 hours of issue date.						
Acknowledgements to be sent to: dortec.purchasing@magnaclosures.com						
Continued Next Page ...						

SUBMIT INVOICE PROMPTLY TO DORTEC INDUSTRIES

The term "Order" used on the face hereof or in the attached Purchase Order
Conditions means this Purchase Order whether transmitted to Seller by fax,
electronic mail or in a paper format and is subject to the terms and conditions
attached hereto. Seller waives signature of this Order by Buyer.
This Order is not binding until accepted by Seller.

The governing terms and conditions are also available on the Dortec Industries
website www.magnaclosures.com.

DIANE COLLINS/FIONA THOM

REQUISITIONER

BRENDA PRICE

AUTHORIZED BY



CLOSURES GROUP
Dortec Industries
A Division of Magna Closures Inc.
P.O. BOX 357
581 Newpark Blvd.
Newmarket, Ontario L3Y 4X7
Tel: (905) 853-1800

PURCHASE ORDER

PURCHASE ORDER #

84413

THE PURCHASE ORDER # MUST APPEAR
ON ALL INVOICES, PACKING SLIPS, ETC.

SUPPLIER:

4161
AC PRECISION COMPONENTS CAMBR
1574 EAGLE STREET NORTH, BUILD
CAMBRIDGE, ONTARIO
N3H 4S5

SHIP TO:

D1
DORTEC INDUSTRIES
581 NEWPARK BLVD
NEWMARKET, ONTARIO
L3Y 4X7

Page: 3

Funds: CA

SUP/FAX# 1 519 650 5925

DATE	TERMS	ICN/SUBACCT	STD COST / FR #	GST #		
6/30/10	IMMEDIATE PAYM	NA	N015214	R#100330158		
F.O.B POINT		PROVINCIAL SALES TAX				
DORTEC 1 - 581 NEWPA		APPLICABLE <input type="checkbox"/> EXEMPT <input checked="" type="checkbox"/>				
ONTARIO RETAIL SALES TAX PURCHASE EXEMPTION CERTIFICATE VENDOR PERMIT #6537-5041						
LINE	QTY. REQ.	PART NUMBER	DESCRIPTION	DATE REQ.	UNIT PRICE	TOTAL
<p>Supplier expressly acknowledges that it has reviewed a copy of the Dortec Supplier Manual and the governing terms and conditions found at www.magnaclosures.com, and by virtue of either its commencement of work on the goods or services to be supplied hereunder confirms that it will comply with the terms of such manual and with any revisions or supplements thereto.</p> <p>In the event the material(s) may be of hazardous nature, WHMIS labels and Material Safety Data Sheets (MSDS) must be supplied in conjunction with Government and Transportation regulations and Dortec Industries "ISO 14001:1994" requirements.</p> <p>In the event the material(s) require special attention (example: the product has a shelf life or expiration date, etc.) and are not covered by WHMIS, these shall also be identified.</p> <p>Dortec Industries representative(s), Dortec Industries Customer or Customer's representative(s) will be afforded the right to verify subcontractor's premises and / or Dortec Industrie's premises that subcontracted product conforms to specified requirements.</p> <p>WEBAPQP The WEBAPQP is the mandated tool for all Advance Product Quality Planning and Documentation. It is imperative that you comply. Failure to do so will result in both quality performance demerits as well as a financial penalty.</p> <p style="text-align: center;">Continued Next Page ...</p>						

SUBMIT INVOICE PROMPTLY TO DORTEC INDUSTRIES

The term "Order" used on the face hereof or in the attached Purchase Order Conditions means this Purchase Order whether transmitted to Seller by fax, electronic mail or in a paper format and is subject to the terms and conditions attached hereto. Seller waives signature of this Order by Buyer. This Order is not binding until accepted by Seller.

The governing terms and conditions are also available on the Dortec Industries website www.magnaclosures.com.

DIANE COLLINS/FIONA THOM

REQUISITIONER

BRENDA PRICE

AUTHORIZED BY



CLOSURES GROUP
Dortec Industries
A Division of Magna Closures Inc.
P.O. BOX 357
581 Newpark Blvd.
Newmarket, Ontario L3Y 4X7
Tel: (905) 853-1800

PURCHASE ORDER

PURCHASE ORDER #

84413

THE PURCHASE ORDER # MUST APPEAR
ON ALL INVOICES, PACKING SLIPS, ETC.

SUPPLIER:

4161

AC PRECISION COMPONENTS CAMBR
1574 EAGLE STREET NORTH, BUILD
CAMBRIDGE, ONTARIO
N3H 4S5

SHIP TO:

D1

DORTEC INDUSTRIES
581 NEWPARK BLVD
NEWMARKET, ONTARIO
L3Y 4X7

Page: 4

Funds: CA

SUP/FAX# 1 519 650 5925

DATE 6/30/10	TERMS IMMEDIATE PAYM	ICN/SUB.ACCT NA	STD COST / FR # N015214	GST # R#100330158		
F.O.B POINT DORTEC 1 - 581 NEWPA		PROVINCIAL SALES TAX APPLICABLE <input type="checkbox"/> EXEMPT <input checked="" type="checkbox"/>				
ONTARIO RETAIL SALES TAX PURCHASE EXEMPTION CERTIFICATE VENDOR PERMIT #6537-5041						
LINE	QTY. REQ.	PART NUMBER	DESCRIPTION	DATE REQ.	UNIT PRICE	TOTAL
			WEBREQ It is critical that suppliers access the WEBREQ site on a monthly basis and validate or update the supplier-responsible information, as designated.			
Goods & Services Tax						6750.00
Total						141750.00

SUBMIT INVOICE PROMPTLY TO DORTEC INDUSTRIES

The term "Order" used on the face hereof or in the attached Purchase Order
Conditions means this Purchase Order whether transmitted to Seller by fax,
electronic mail or in a paper format and is subject to the terms and conditions
attached hereto. Seller waives signature of this Order by Buyer.
This Order is not binding until accepted by Seller.

The governing terms and conditions are also available on the Dortec Industries
website www.magnaclosures.com.

DIANE COLLINS/FIONA THOM

REQUISITIONER

BRENDA PRICE

AUTHORIZED BY



AC Precision Components Cambridge
1574 Eagle Street North
Building #2
Cambridge, ON N3H 4S5
Canada
Tel 519-650-6600
Fax 519-650-5925

REMIT TO: Zeifman Partners Inc., Receiver of ACS Precision Components Partnership, 201
Bridgeland Avenue2, Toronto, Ontario M6A 1Y7

INVOICE NO: MA0000117

INVOICE DATE: 6/30/10

BILLING ADDRESS
Magna Dortec Industries - CAD \$ PO Box 357 581 Newpark Blvd. Newmarket, ON L3Y 4X7 CANADA

SHIP TO ADDRESS
Magna Dortec Industries - CAD \$ PO Box 357 581 Newpark Blvd. Newmarket, ON L3Y 4X7 CANADA

SHIPPED VIA	FOB	TERMS
		Immediate

SHIP DATE	SHIPPER NO/REF	SUPPLIER CODE
		4161

Note: PO#: 84413

DESCRIPTION	EXTENDED
To invoice for 1 Engel 2-shot molding machine ES2050H/700L/450BH, Serial Number 71078/400/02, plus auxiliary equipment as detailed on Dortec purchase order.	135,000.00
GST Due	6,750.00
	Total: 141,750.00 (CAD)

Schedule H

Ritz Purchase Order Number P0010223 and ACS invoice number MA0000136

RITZ PLASTICS INC.***A BETTER WAY EVERYDAY!***

435 PIDO ROAD,
 PETERBOROUGH, ON. K9J 6X7
 Phone:(705) 748-6776 Fax: (705) 748-3630

**PURCHASE
ORDER**

P.O. NUMBER: PO010223

DATE ORDERED: Jul 15, 2010

The following number must appear on all related correspondence,
 shipping papers and invoices:

To:

AC PRECISION COMPONENTS
 1574 EAGLE STREET NORTH
 UNIT # 2
 CAMBRIDGE, ON N3H 4S5
 CANADA

Ship To:

PIDO ROAD
 Ritz Plastics Inc.
 435 Pido Road,
 Peterborough, Ontario

DUE DATE	REQUISITIONER	SHIP VIA	F.O.B. POINT	REFERENCE #	TERMS
Jul 15, 2010	PETER GAFFNEY			004180	30

QTY	UOM	PART #	DESCRIPTION	UNIT COST	TOTAL
1.00	ea	ENGEL 55 TON VENTICAL	(1994) IMM SERIAL # 6224-055-94 59A	15,000.000	15,000.00
1.00	ea	MODITEC GRIVIDEN	SERIAL # 4373 59B	0.000	
1.00	ea	ATS AUTOMATION SYSTEM	59C	0.000	
1.00	ea	ADVANTAGE THERMOLATOR	SERIAL # 35569 59D	0.000	

Continued on next page...

RITZ PLASTICS INC.**A BETTER WAY EVERYDAY!**

435 PIDO ROAD,
 PETERBOROUGH, ON. K9J 6X7
 Phone: (705) 748-6776 Fax: (705) 748-3630

**PURCHASE
ORDER**

P.O. NUMBER: PO010223

DATE ORDERED: Jul 15, 2010

The following number must appear on all related correspondence,
 shipping papers and invoices:

To:

AC PRECISION COMPONENTS
 1574 EAGLE STREET NORTH
 UNIT # 2
 CAMBRIDGE, ON N3H 4S5
 CANADA

Ship To:

PIDO ROAD
 Ritz Plastics Inc.
 435 Pido Road,
 Peterborough, Ontario

DUE DATE	REQUISITIONER	SHIP VIA	F.O.B. POINT	REFERENCE #	TERMS
Jul 15, 2010	PETER GAFFNEY			004180	30

QTY	UOM	PART #	DESCRIPTION	UNIT COST	TOTAL
1.00	ea	AEC DRYER AND HOPPER	SERIAL # 195165.06-01-0400 59E	0.000	
1.00	ea	BUNTING UNIT	59F	0.000	
1.00	ea	VISION SYTEM SOFTWARE		0.000	

- ☐ Q1 The subcontractor/supplier shall supply a PPAP submission. The sample parts are submission warrant must be approved by RITZ prior to the start of production.
- ☐ Q2 A material test certificate of the raw materials and finishes, listing the actual test results, physical and chemical properties, is required representing each production lot number shipped.
- ☐ Q3 A certificate of compliance signed by an authorized representative must accompany the shipment. The supplier must retain applicable documentation on file and available for review if required.

Subtotal 15,000.00
 HST 1,950.00

1. Weight in KILO's and amounts in Canadian Dollars unless specified on Purchase Order.
 2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
 3. Please notify us immediately if you are unable to ship as specified.

Total CAD 16,950.00

Authorized by

Date

PJ. Gaffney 7/15/10

I acknowledge the price, quantity, and 100% on time delivery date of above goods

Supplier Signature

Date Acknowledged



AC Precision Components Cambridge
1574 Eagle Street North
Building #2
Cambridge, ON N3H 4S5
Canada
Tel 519-650-6600
Fax 519-650-5925

REMIT TO: Zeifman Partners Inc., Receiver of ACS Precision Components Partnership, 201
Bridgeland Avenue2, Toronto, Ontario M6A 1Y7

INVOICE NO: MA0000136

INVOICE DATE: 7/15/10

BILLING ADDRESS
Ritz Plastics Inc. 435 Pido Road Peterborough, ON K9J 6X7 CANADA

SHIP TO ADDRESS
Ritz Plastics Inc. 435 Pido Road Peterborough, ON K9J 6X7 CANADA

SHIPPED VIA	FOB	TERMS
		Immediate

SHIP DATE	SHIPPER NO/REF	SUPPLIER CODE

Note: PO#: po010223

DESCRIPTION	EXTENDED
Engel 55 to Vertial Press 1994 IMM Serial# 6224-055-94 59A	15,000.00
MODITEC GRIVIDEN SERIAL# 4373 59B	0.00
HST Due	1,950.00
ATS AUTOMATION SYSTEM 59C Note: ATS Automation System is owned by Magna International, and is being shipped with their approval.	0.00
ADVANTAGE THERMOLATOR SERIAL# 35569 59D	0.00
AEC DRYER AND HOPPER SERIAL # 195165.06-01-0400 59E	0.00
BUNTING UNIT 59F	0.00
VISION SYSTEM SOFTWARE	0.00
The Seller has made no representations or warranties in favour of the Buyer, the Buyer has conducted its own investigations and inspections of the Assets and of all matters in any way connected with the transaction evidenced by this Bill of Sale and any and all representations, terms, conditions, warranties, understandings or collateral agreements, express or implied, statutory or otherwise relating to title, encumbrances, assignability, description, present or future uses, merchantability, quality, quantity, marketability, fitness for any present or future purpose, state, condition, cost or value of the Assets are hereby excluded and irrevocably waived.	0.00
The Buyer hereby acknowledges to and in favour of the Seller that the Buyer is purchasing the Assets on an "as is, where is" and "without recourse" basis and confirms receipt of the Assets and accepts same in their present state, condition and location.	0.00

RECEIVED

JUL 15 2010

RITZ PLASTICS INC.

Total: 16,950.00
(CAD)

PETER GAFFNEY
7/16/10

Schedule I

Brose Offer

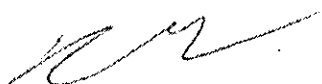
7/30/2010
NA EK / Ramiz Kozouz
Tel 248-339-4441
Ramiz.Kozouz@brose.com

Scope: C1A Base Molds (1 Four Frame and 2 Two Frames)

To whom it may concern,

Brose is offering the receivership of Anderson Cook Cambridge, \$100,000 USD for all C1A Base Molds. It is clear these base molds are specific to C1A only and that the fair market value is no more than \$25,000 USD (for scrap). Brose has the capability to build such frames at an estimated cost of \$50,000. We understand the AC cost was \$218,000, but please note there is no value to anyone but Brose. In effort to save time, we kindly ask you respond by 11 AM, August 2. If you choose not to accept this offer or fail to respond, we will move forward internally with making the molds. Thank you in advance for your response.

Best Regards,



Ramiz Kozouz
Brose Purchasing

Weitergabe sowie Vervielfältigung dieser vertraulichen Unterlage(n), Verwertung und Mitteilung ihres Inhaltes ist nicht ohne unsere vorherige schriftliche Genehmigung gestattet.
Zuwiderhandlungen verpflichten zu Schadensersatz. Alle Rechte für den Fall der Patenterteilung oder Gebrauchsmustereintragung vorbehalten.

The copying, use, distribution or disclosure of the confidential and proprietary information contained in this document(s) is strictly prohibited without prior written consent. Any breach shall subject the infringing party to remedies. The owner reserves all rights in the event of the grant of a patent or the registration of a utility model or design.

Schedule J

Invoice issued by ACS to Brose



AC Precision Components Cambridge
1574 Eagle Street North
Building #2
Cambridge, ON N3H 4S5
Canada
Tel 519-650-6600
Fax 519-650-5925

REMIT TO: Zeifman Partners Inc., Receiver of ACS Precision Components Partnership, 201
Bridgeland Avenue2, Toronto, Ontario M6A 1Y7

INVOICE NO: MA0000166

INVOICE DATE: 8/12/10

BILLING ADDRESS
Brose Puebla,S.A. de C.V. Camino a San Lorenzo NO. 1214 Sanctorum, Puebla 72730 Mexico

SHIP TO ADDRESS
Brose Puebla,S.A. de C.V. Camino a San Lorenzo NO. 1214 Sanctorum, Puebla 72730 Mexico

SHIPPED VIA	FOB	TERMS
		Immediate

SHIP DATE	SHIPPER NO/REF	SUPPLIER CODE

Note: PO#: Per Ramiz Kozouz

DESCRIPTION	EXTENDED
Lot price for the following items:	
(1) 1 4-position HR modular base	
(2) 2 2-position HR modular bases	100,000.00
(3) 2 DME 4-zone pneumatic valve gate controllers, model VCTB400	
(4) 2 4-zone pneumatic valve block and interface, model VCAP0400	

Total: 100,000.00
(USD)

Schedule K

Omex Purchase Order Number S-29111

OMEX MANUFACTURING ULC

O/A AC Precision Components Stratford

Metal Stampings - Components Assemblies • ISO/TS 16949:2002 • ISO 14001:2004PO Box 546, 251 Lorne Avenue, Stratford, ON N5A 6T7
ph 519 273 5760 fax 519 273 6843

Page: 1

P.O. NUMBER: S-29111

DATE: 21 Jul 10

P.O. TYPE: SPOT

SUPPLIER :AC PRECISION COMPONENTS CAMBRIDGE
1574 EAGLE ST. N. BUILDING #2
CAMBRIDGE, ON N3H 4S5
1-519-650-5925**SHIP TO :**OMEX MANUFACTURING ULC
O/A AC OMEX
251 LORNE AVENUE WEST
STRATFORD, ON, N5A 6S4

Ph: 1-519-650-6600 Fax: 1-519-650-5925

ATTENTION: PETER BEYHON

ROUTE/VIA : BESTWAY

FOB : YOUR PLANT

TERMS : RECEIPT OF GOODS

ORIGINATOR : R. SLANEK

DELIVERY REQUIRED : 07/30/10

GST NUMBER: R831292826

PST NUMBER: 181249947

QUANTITY	PART NUMBER	DESCRIPTION / NOTES	REQUIRED	UNIT PRICE	EXT. PRICE
1.00	ROLLER CAGE ASSY CELL	N/A (See Below) To include Roller Cage Assembly Cell & Guarding. Item # 21 1998 Cincinnati VT 550-S4, 550 Ton Plastic Injection Molder. SN/ # T60A0398008 Item # 22 ABB Robot SN/ # 4427770	07/30/10	68000.0000	68000.00

NOTES:

- OMEX MANUFACTURING ULC RESERVES THE RIGHT TO INSPECT MATERIAL/PRODUCTS PRIOR TO SHIPMENT FROM YOUR PREMISES.
- PLEASE PROVIDE ALL APPLICABLE MATERIAL SAFETY DATA SHEETS, IMDS INFORMATION, AND WHMIS CONTAINER LABELS.
- OMEX MANUFACTURING ULC ITEM # AND PO # MUST APPEAR ON ALL PACKING SLIPS & INVOICES.
- MATERIAL CERTIFICATE DOCUMENTS REQUIRED YES ☐ NO ☐
- AN ADMINISTRATION CHARGE OF \$250 WILL APPLY TO ANY NCR RE: THIS PO.

AUTHORIZED SIGNATURE

December 2008

OMEX MANUFACTURING ULC

O/A AC Precision Components Stratford

Metal Stampings - Components Assemblies - ISO/TS 16949:2002 - ISO 14001:2004PO Box 546, 251 Lorne Avenue, Stratford, ON N5A 6T7
ph 519 273 5760 fax 519 273 6843

Page: 2

P.O. NUMBER: S-29111

DATE: 21 Jul 10

P.O. TYPE: SPOT

SUPPLIER :

AC PRECISION COMPONENTS CAMBRIDGE
1574 EAGLE ST. W. BUILDING #2
CAMBRIDGE, ON N3H 4S5
1-519-650-5925

SHIP TO :

OMEX MANUFACTURING ULC
O/A AC OMEX
251 LORNE AVENUE WEST
STRATFORD, ON, N5A 6S4

Ph: 1-519-650-6600 Fax: 1-519-650-5925

ATTENTION: PETER BEYNON

ROUTE/VIA : BESTWAY

FCB : YOUR PLANT

TERMS : RECEIPT OF GOODS

ORIGINATOR : R. SLAWEK

DELIVERY REQUIRED : 07/30/10

GST NUMBER: R831292826

PST NUMBER: 181249947

QUANTITY	PART NUMBER	DESCRIPTION / NOTES	REQUIRED	UNIT PRICE	EXT. PRICE

					Sub-Total.: 68000.00
					HST.....: 8840.00

					Grand Total (\$CDN) : 76840.00
					=====

NOTES:

1. OMEX MANUFACTURING ULC RESERVES THE RIGHT TO INSPECT MATERIAL/PRODUCTS PRIOR TO SHIPMENT FROM YOUR PREMISES.
2. PLEASE PROVIDE ALL APPLICABLE MATERIAL SAFETY DATA SHEETS, MSDS INFORMATION, AND WHMIS CONTAINER LABELS.
3. OMEX MANUFACTURING ULC ITEM # AND PO # MUST APPEAR ON ALL PACKING SLIPS & INVOICES.
4. MATERIAL CERTIFICATE DOCUMENTS REQUIRED YES ☐ NO ☐
5. AN ADMINISTRATION CHARGE OF \$250 WILL APPLY TO ANY NCR RE: THIS PO.

AUTHORIZED SIGNATURE

December 2008

**OMEX MANUFACTURING ULC**

O/A AC OMEX

P.O. Box 546, 251 Lorne Ave. W

STRATFORD, ONTARIO

N5A 6T7

Phone: (519) 273-5760

Fax: (519) 273-6843

Attention Dan Nowicki

Date 07/21/10

Company AC Precision Components Cambridge

Phone No:

Pages incl. c

3

Fax No:

1-519-650-5925

From

☒ Rick Slawek ext. 3224
(General Manager)☐ Rob Lipske ext. 3255
(Manufacturing Engineer)☐ Bill Bishop ext. 3226
(Shipping/Receiving)☐ Don White ext. 3235
(Production Manager)☐ Rodger Hossyth ext. 3233
(Tool and Die Manager)☐ Ed Britain ext. 3229
(QA Manager)☐ Josh Gerber ext. 3230
(Engineering Manager)☐ Barb Johnston ext. 3227
(Controller & Human Resources)☐ Anne Zeiger ext. 3228
(IS/Interim Supplier Quality)☐ Linda Simmonds ext. 3225
(Materials Scheduling Manager)☐ Wendy Marsh ext. 3248
(Accounts Receivable/Payable)☐ Janette Brown ext. 3245
(Incoming Inspector)☐ Americo Pereira ext. 3252
(Six Sigma Black Belt)☐ Murrey Dummer ext. 3254
(Product Engineer)☐ Valentin Domilescu ext. 3249
(Product Engineer)☐ Tony Sterkenburg ext. 3234
(Production Supervisor)☐ Charlene Ross ext. 3237
(Customer Service)☐

Remarks

Dan

PO S-29111 as requested.

Rick

☐ URGENT☐ PLEASE REPLY☒ NO REPLY REQ.

METAL STAMPING - COMPONENT ASSEMBLIES
Metal Stampings - Continuous Copper Brazing and Heat Treating
Spot Welding - MIG and TIG Welding

Schedule L

Delhi Purchase Orders

DELPHI

Powertrain & Chassis Systems

Page 1 of 5

Buyer:

DELPHI AUTOMOTIVE SYSTEMS, LLC
DELPHI POWERTRAIN DIVISION
3000 University Drive
AUBURN HILLS MI 48326
UNITED STATES

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Deliver to:

DELPHI E & C JUAREZ c/o EL PASO
Bldg D 48 Walter Jones Boulevard BL
EL PASO TX 79906
UNITED STATES

Purchase Order

PO Number 451104225 Date Issued 13-Aug-2010
Version 13-Aug-2010 16:14:43

SPOT BUY

Delivery date: 03-SEP-2010

Vendor No: 1051187
DUNS No: 243719981

Payment Terms: ZCAD Currency: USD

Payable immediately Due Net

Incoterms: FOB- Freight Collect

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant	Requester	
00010	PR16850570 00010	27,000.000	H201 DELPHI E & C HEADQUARTERS	J. JOHNSON	
COMPLETE SPRING BUSHING MOLDING CELL					
CELL INCLUDES:					
1 ENGEL 55 TON IMM SERIAL # 6061-055					
1 GAMMAFLUX HOT RUNNER SERIAL # 1002-22897-03					
1 ADVANTAGE THERMOLATOR 83712					
1AEC WHITLOCK PORTABLE DRYER					
ALL EQUIPMENT ASSUMED "AS IS, WHERE IS" CONDITION					
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value
03-SEP-2010	27,000.000	1.00	1	DOL	27,000.00

Purchasing Contact: Lindsay, Rock

Phone: 248-732-0645

Fax: 248-732-0489

Contact Address:

DELPHI POWERTRAIN DIVISION
3000 University Drive,
AUBURN HILLS MI 48326

Buyer Email: USMITRY.Delphi.PT.GSM@delphi.com

Vendor Email: sales@atsautomation.com

Date and Time Printed: 13-Aug-2010 16:14:43

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Purchase Order

PO Number	Date Issued
451104225	13-Aug-2010
Version	
13-Aug-2010 16:14:43	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester
Net Line Item Value			USD 27,000.00
Total net value			USD 27,000.00

Notes:

IMPORTANT NOTICE TO SUPPLIERS:
PLEASE COMPLY STRICTLY WITH DELPHI'S ENVIRONMENTAL REQUIREMENTS AS STATED IN THE ENVIRONMENTAL REQUIREMENTS FOR CONTRACTORS / SUPPLIERS / VENDORS. A COPY OF THE ENVIRONMENTAL REQUIREMENTS IS AVAILABLE UPON WRITTEN REQUEST TO THE BUYER.

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on www.delphi.com for further details.

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Purchase Order

PO Number	Date Issued
451104225	13-Aug-2010
Version	
13-Aug-2010 16:14:43	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant	Description	Requester
----------	--------------------------------	----------------------	-------	-------------	-----------

Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Do not bill sales or use tax on items delivered to locations within the states listed below. Delphi Automotive Systems, LLC ("DELPHI") holds direct pay authority with these states. As a result, in all of the identified states DELPHI will remit directly to taxing authorities, all sales or use tax liability related to its purchase and use of tangible personal property and services. Therefore, effective immediately, this tax clause supersedes all tax code information found on this order except for those states not identified below. For those states not identified below, please continue to follow the specific tax code instructions found on this order. Listed below are Direct Pay Permit or Sales Tax License numbers for the eleven (11) states, or DELPHI locations within a state, where DELPHI holds direct pay authority:

Alabama -----805
New Jersey -----383-431-131/000
Georgia -----300-45870-8
New York -----DP-3487
Indiana -----1018702130011
Ohio -----98-0002667
Kansas -----98-0003a
Texas -----1-38-3431131-1
Michigan -----38-3431131
Wisconsin -----WDP-99-01-010037
Mississippi -----4375

If this order relates to a construction contract for real property, all applicable sales and use taxes are the responsibility of the contractor, and should be included in the contractor's bid as required pursuant to Section 7 of the DELPHI 1638 (8/00 Rev A), "Construction General Conditions", unless the responsibility for payment of sales & use taxes are otherwise specifically outlined in the contract.

Questions should be directed to: Delphi Disbursement - Customer Service Phone: (248) 874-4636

If this is your first purchase order with Delphi under this DUNS number or your remittance information has changed, you need to establish a payment link with the following:

Delphi Corporation EAG Disbursements Center
Vendor Name and Address Group

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Purchase Order

PO Number	Date Issued
451104225	13-Aug-2010
Version	
13-Aug-2010 16:14:43	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant	Description	Requester
----------	--------------------------------	----------------------	-------	-------------	-----------

Notes Continued:

PO Box 972930
El Paso, Texas 79997-2930
Attention: Vendor Master Group
or E-mail
Juarez.Delphia.EFTContacts@Delphi.com

Delphi Accounts Payable Help Desk Phone Number is (888)856 6779 or E-mail at juarez.delphia.helpdesk@delphi.com.

You will need to provide a copy of invoice or letterhead showing, company name, correct remittance and correspondence addresses, contract number and "ship from" DUNS number.

You should have received an EFT Agreement from your buyer. But you can obtain a copy of the EFT Agreement forms at Website at www.delphi.com <<http://www.delphi.com>> Double Click on "Supplier Portal" in the bottom right of the screen, then click "HERE" under How to Become a Supplier. Then click on "Doing Business with Delphi" under Frequently Used Documents. Click on "Delphi Customer Specific Requirements". Scroll to the Payment Section. Then can Click on "EFT Payment Authorization Form" to download.

You can now view payment status on-line using e*DELPHIPAY. For new users, the registration instructions are at <http://delphi.covisint.com> under the Registration tab. Please contact the Delphi Help Desk at 877-7DELPHI for any technical questions.

This order will pay on receipt. Please do not send an invoice unless specifically requested on the order. This is an invoice less system, which generates payment, based on receipt.

If you would like to set up EDI 820 transmissions, you can contact GXS via phone at 1-800-955-6432 or e-mail at ePayments@gxs.com.

If this P.O. is in error, please advise the buyer listed below before shipping.

Payment issues and questions regarding shipped material should be directed to the Delphi Accounts Payable Help Desk at (888) 856-6779.

For shipment routing instructions, please call Delphi Logistics at 1-866-516-9895 or 1-248-813-2400

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Purchase Order

PO Number	Date Issued
451104225	13-Aug-2010
Version	
13-Aug-2010 16:14:43	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

Notes Continued:

Supplier acknowledges that payment terms are strictly confidential and not be disclosed to any third party whatsoever without the prior written consent of Delphi.

Order to cover cost of complete Spring Bushing Molding Cell.

Buyer:

DELPHI AUTOMOTIVE SYSTEMS, LLC
DELPHI POWERTRAIN DIVISION
3000 University Drive
AUBURN HILLS MI 48326
UNITED STATES

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Deliver to:

DELPHI E & C JUAREZ c/o EL PASO
Bldg D 48 Walter Jones Boulevard BL
EL PASO TX 79906
UNITED STATES

Purchase Order

PO Number 451104227 Date Issued 13-Aug-2010
Version 13-Aug-2010 16:17:38

SPOT BUY

Delivery date: 03-SEP-2010

Vendor No: 1051187
DUNS No: 243719981

Payment Terms: ZCAD **Currency:** USD

Payable immediately Due Net

Incoterms: FOB- Freight Collect

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant Requester
00010	PR16850571 00010 COMPLETE GEAR MOLDING CELL CELL INCLUDES: 1 ENGEL 250 TON IMM SERIAL # 5799 1 HUSKY HOT RUNNER SERIAL # 575281 1 ENGEL ROBOT PICK & PLACE 1 VNA-DYN DRYER & HOPPER SERIAL # 195165 1 ADVANTAGE THERMOLATOR 7759 1 PARTS CONVEYOR 1 ROLL TESTER ALL EQUIPMENT ASSUMED "AS IS", "WHERE IS" CONDITION	47,500.000	H201 DELPHI E & C HEADQUARTERS J. JOHNSON

Purchasing Contact: Lindsay, Rock

Phone: 248-732-0645

Fax: 248-732-0489

Contact Address:

DELPHI POWERTRAIN DIVISION
3000 University Drive,
AUBURN HILLS MI 48326

Buyer Email: USMITRY.Delphi.PT.GSM@delphi.com

Vendor Email: sales@atsautomation.com

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Purchase Order

PO Number	Date Issued
451104227	13-Aug-2010
Version	
13-Aug-2010 16:17:38	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant	
Description			Requester	
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM
03-SEP-2010	47,500.000	1.00	1	DOL
Net Line Item Value				USD
				47,500.00

Total net value	USD	47,500.00
------------------------	------------	------------------

Notes:

IMPORTANT NOTICE TO SUPPLIERS:
PLEASE COMPLY STRICTLY WITH DELPHI'S ENVIRONMENTAL REQUIREMENTS AS STATED IN THE ENVIRONMENTAL REQUIREMENTS FOR CONTRACTORS / SUPPLIERS / VENDORS. A COPY OF THE ENVIRONMENTAL REQUIREMENTS IS AVAILABLE UPON WRITTEN REQUEST TO THE BUYER.

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on www.delphi.com for further details.

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Purchase Order

PO Number
451104227
Version
13-Aug-2010 16:17:38

Date Issued
13-Aug-2010

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
	Description		Requester

Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Do not bill sales or use tax on items delivered to locations within the states listed below. Delphi Automotive Systems, LLC ("DELPHI") holds direct pay authority with these states. As a result, in all of the identified states DELPHI will remit directly to taxing authorities, all sales or use tax liability related to its purchase and use of tangible personal property and services. Therefore, effective immediately, this tax clause supersedes all tax code information found on this order except for those states not identified below. For those states not identified below, please continue to follow the specific tax code instructions found on this order. Listed below are Direct Pay Permit or Sales Tax License numbers for the eleven (11) states, or DELPHI locations within a state, where DELPHI holds direct pay authority:

Alabama -----805
New Jersey -----383-431-131/000
Georgia -----300-45870-8
New York -----DP-3487
Indiana -----1018702130011
Ohio -----98-0002667
Kansas -----98-0003a
Texas -----1-38-3431131-1
Michigan -----38-3431131
Wisconsin -----WDP-99-01-010037
Mississippi -----4375

If this order relates to a construction contract for real property, all applicable sales and use taxes are the responsibility of the contractor, and should be included in the contractor's bid as required pursuant to Section 7 of the DELPHI 1638 (8/00 Rev A), "Construction General Conditions", unless the responsibility for payment of sales & use taxes are otherwise specifically outlined in the contract.

Questions should be directed to: Delphi Disbursement - Customer Service Phone: (248) 874-4636

If this is your first purchase order with Delphi under this DUNS number or your remittance information has changed, you need to establish a payment link with the following:

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Purchase Order

PO Number	Date Issued
451104227	13-Aug-2010
Version	
13-Aug-2010 16:17:38	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

Notes Continued:

Delphi Corporation EAG Disbursements Center
Vendor Name and Address Group
PO Box 972930
El Paso, Texas 79997-2930
Attention: Vendor Master Group
or E-mail
Juarez.DelphiA.EFTContacts@Delphi.com

Delphi Accounts Payable Help Desk Phone Number is (888)856 6779 or E-mail at juarez.delphia.helpdesktieriusacctspay@delphi.com.

You will need to provide a copy of invoice or letterhead showing, company name, correct remittance and correspondence addresses, contract number and "ship from" DUNS number.

You should have received an EFT Agreement from your buyer. But you can obtain a copy of the EFT Agreement forms at Website at www.delphi.com <<http://www.delphi.com>> Double Click on "Supplier Portal" in the bottom right of the screen, then click "HERE" under How to Become a Supplier. Then click on "Doing Business with Delphi" under Frequently Used Documents. Click on "Delphi Customer Specific Requirements". Scroll to the Payment Section. Then can Click on "EFT Payment Authorization Form" to download.

You can now view payment status on-line using e*DELPHIPAY. For new users, the registration instructions are at <http://delphi.covisint.com> under the Registration tab. Please contact the Delphi Help Desk at 877-7DELPHI for any technical questions.

This order will pay on receipt. Please do not send an invoice unless specifically requested on the order. This is an invoice less system, which generates payment, based on receipt.

If you would like to set up EDI 820 transmissions, you can contact GXS via phone at 1-800-955-6432 or e-mail at ePayments@gxs.com.

If this P.O. is in error, please advise the buyer listed below before shipping.

Payment issues and questions regarding shipped material should be directed to the Delphi Accounts Payable Help Desk at (888) 856-6779.

For shipment routing instructions, please call Delphi Logistics at 1-866-516-9895 or 1-248-813-2400

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Purchase Order

PO Number
451104227
Version
13-Aug-2010 16:17:38

Date Issued
13-Aug-2010

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant
Description			Requester

Notes Continued:

Supplier acknowledges that payment terms are strictly confidential and not be disclosed to any third party whatsoever without the prior written consent of Delphi.

Order to cover cost of complete Gear Molding Cell.

DELPHI

Powertrain & Chassis Systems

Page 1 of 5

Buyer:

DELPHI AUTOMOTIVE SYSTEMS, LLC
DELPHI POWERTRAIN DIVISION
3000 University Drive
AUBURN HILLS MI 48326
UNITED STATES

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Deliver to:

DELPHI E & C JUAREZ c/o EL PASO
Bldg D 48 Walter Jones Boulevard BL
EL PASO TX 79906
UNITED STATES

Purchase Order

PO Number 451104224 Date Issued 13-Aug-2010
Version 13-Aug-2010 16:12:49

SPOT BUY

Delivery date: 03-SEP-2010

Vendor No: 1051187
DUNS No: 243719981

Payment Terms: ZCAD **Currency:** USD

Payable immediately Due Net

Incoterms: FOB-Freight Collect

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant Requester
00010	PR16850573 00010 COMPLETE SECTOR GEAR MOLDING CELL CELL INCLUDES: 1 ENGEL 250 TON IMM SERIAL # 8780-250-97 1 HUSKY HOT RUNNER SERIAL # 020728600-01 1 AEC WHITLOCK DRYER & HOPPER SERIAL # 32G0481 1 AUTOMATED SYSTEM SERIAL # 2572 1 ABB ROBOT 6 AXIS SERIAL # 44-51810 1 ADVANTAGE THERMOLATOR # 82481 1 REX TRANSFORMER CATALOG/SERIAL RC225JH/B05 1 PARTS CONVEYOR 1 ROLL TESTER	55,500.000	H201 DELPHI E & C HEADQUARTERS J. JOHNSON

Purchasing Contact: Lindsay, Rock
Phone: 248-732-0645
Fax: 248-732-0489

Contact Address:
DELPHI POWERTRAIN DIVISION
3000 University Drive,
AUBURN HILLS MI 48326

Buyer Email: USMITRY.Delphi.FT.GSM@delphi.com

Vendor Email: sales@atsautomation.com

Date and Time Printed: 13-Aug-2010 16:12:49

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Purchase Order

PO Number	Date Issued
451104224	13-Aug-2010
Version	
13-Aug-2010. 16:12:49	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

ALL EQUIPMENT ASSUMED "AS IS", "WHERE IS" CONDITION

Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value
03-SEP-2010	55,500.000	1.00	1	DOL	55,500.00
Net Line Item Value					USD 55,500.00

Total net value	USD	55,500.00
------------------------	------------	------------------

Notes:

Supplier acknowledges that payment terms are strictly confidential and not be disclosed to any third party whatsoever without the prior written consent of Delphi.

IMPORTANT NOTICE TO SUPPLIERS:
PLEASE COMPLY STRICTLY WITH DELPHI'S ENVIRONMENTAL REQUIREMENTS AS STATED IN THE ENVIRONMENTAL REQUIREMENTS FOR CONTRACTORS / SUPPLIERS / VENDORS. A COPY OF THE ENVIRONMENTAL REQUIREMENTS IS AVAILABLE UPON WRITTEN REQUEST TO THE BUYER.

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Purchase Order

PO Number	Date Issued
451104224	13-Aug-2010
Version	
13-Aug-2010 16:12:49	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant Requester
Description			

Notes Continued:

Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on www.delphi.com for further details.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Do not bill sales or use tax on items delivered to locations within the states listed below. Delphi Automotive Systems, LLC (" DELPHI ") holds direct pay authority with these states. As a result, in all of the identified states DELPHI will remit directly to taxing authorities, all sales or use tax liability related to its purchase and use of tangible personal property and services. Therefore, effective immediately, this tax clause supersedes all tax code information found on this order except for those states not identified below. For those states not identified below, please continue to follow the specific tax code instructions found on this order. Listed below are Direct Pay Permit or Sales Tax License numbers for the eleven (11) states, or DELPHI locations within a state, where DELPHI holds direct pay authority:

Alabama -----805
New Jersey -----383-431-131/000
Georgia -----300-45870-8
New York -----DP-3487
Indiana -----1018702130011
Ohio -----98-0002667
Kansas -----98-0003a
Texas -----1-38-3431131-1
Michigan -----38-3431131
Wisconsin -----WDP-99-01-010037
Mississippi -----4375

If this order relates to a construction contract for real property, all applicable sales and use taxes are the responsibility of the contractor, and should be included in the contractor's bid as required pursuant to Section 7 of the DELPHI 1638 (8/00 Rev A), "Construction General Conditions", unless the responsibility for payment of sales & use taxes are otherwise specifically outlined in the contract.

Questions should be directed to: Delphi Disbursement - Customer Service Phone: (248) 874-4636

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Purchase Order

PO Number	Date Issued
451104224	13-Aug-2010
Version	
13-Aug-2010 16:12:49	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

Notes Continued:

If this is your first purchase order with Delphi under this DUNS number or your remittance information has changed, you need to establish a payment link with the following:

Delphi Corporation EAG Disbursements Center
Vendor Name and Address Group
PO Box 972930
El Paso, Texas 79997-2930
Attention: Vendor Master Group
or E-mail
Juarez.DelphiA.EFTContacts@Delphi.com

Delphi Accounts Payable Help Desk Phone Number is (888)856 6779 or E-mail at juarez.delphia.helpdesk@delphi.com.

You will need to provide a copy of invoice or letterhead showing, company name, correct remittance and correspondence addresses, contract number and "ship from" DUNS number.

You should have received an EFT Agreement from your buyer. But you can obtain a copy of the EFT Agreement forms at Website at www.delphi.com <<http://www.delphi.com>> Double Click on "Supplier Portal" in the bottom right of the screen, then click "HERE" under How to Become a Supplier. Then click on "Doing Business with Delphi" under Frequently Used Documents. Click on "Delphi Customer Specific Requirements". Scroll to the Payment Section. Then can Click on "EFT Payment Authorization Form" to download.

You can now view payment status on-line using e*DELPHIPAY. For new users, the registration instructions are at <http://delphi.covisint.com> under the Registration tab. Please contact the Delphi Help Desk at 877-7DELPHI for any technical questions.

This order will pay on receipt. Please do not send an invoice unless specifically requested on the order. This is an invoice less system, which generates payment, based on receipt.

If you would like to set up EDI 820 transmissions, you can contact GXS via phone at 1-800-955-6432 or e-mail at ePayments@gxs.com.

If this P.O. is in error, please advise the buyer listed below before shipping.

Payment issues and questions regarding shipped material should be directed to the Delphi Accounts Payable Help Desk at (888) 856-6779.

ACS PRECISION COMPONENTS PARTNERSHI
P
ATS PLASTICS DIV OF
1574 EAGLE STREET
CAMBRIDGE-ONTARIO ON N3H 4S5
CANADA

Purchase Order

PO Number	Date Issued
451104224	13-Aug-2010
Version	
13-Aug-2010 16:12:49	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

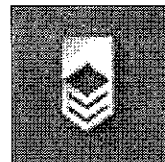
Notes Continued:

For shipment routing instructions, please call Delphi Logistics at 1-866-516-9895 or 1-248-813-2400

Order to cover cost of complete Sector Gear Molding Cell.

Schedule M

Eckerle Purchase Order number 39455



Zeifman Partners Inc
201 Bridgedale Ave.
CDN M6A1Y7 Ontario
z.Hd.Jonathan Rutman

Ship to / Bill to: Eckerle de Mexico
Calle Jurica 121
MEX 76220 Queretaro
0052 442 29 64 400
Fa.
R.F.C.: EME000831311

ORDEN DE COMPRA 39455

Fecha : 08.12.2010
No. de Proveedor : 900514
Fecha de entrega : 08.12.2010
Encargado : Matthias Perez
Tel. : +52.442.296.44.14
Fax : +52.442.296.44.01
CeCo : 1001
Cuenta Contable :

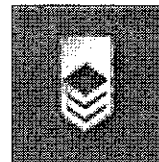
Item	No. de parte/Descripción	Cantidad	Precio	Descuento	Importe
1.0	DL-PROJ-0001 PROJECTOS Item D3 Manufacturer: Engel 150 Ton Vertical machine Year: 2001 Serial: 70727-150-01	1.00	Pz 65,000.00 USD	0.00%	65,000.00 USD
	ITEM D3 USED ENGEL MACHINE AT ACS				

The Seller has made no representations or warranties in favour of the Buyer, the Buyer has conducted its own investigations and inspections of the Assets and of all matters in any way connected with the transaction evidenced by this Bill of Sale and any and all representations, terms, conditions, warranties, understandings or collateral agreements, express or implied, statutory or otherwise relating to title, encumbrances, assignability, description, present or future uses, merchantability, quality, quantity, marketability, fitness for any present or future purpose, state, condition, cost or value of the Assets are hereby excluded and irrevocably waived. The Buyer hereby acknowledges to and in favour of the Seller that the Buyer is purchasing the Assets on an "as is, where is" and "without recourse" basis and confirms receipt of the Assets and accepts same in their present state, condition and location.

Eckerle de México S.A. de C.V. Director General: Dierk Mohr, Werner Weis
Calle Jurica # 121 -Parque Industrial Querétaro - C.P. 76220 - Delegación Santa Rosa Jauregui - Santiago de Querétaro
Tel. 00 52 442 296 4400 Fax 00 52 442 296 4401
Qro., México - info@eckerle-gruppe.com.mx - www.eckerle-gruppe.com

ECKERLE GRUPPE

SIEMPRE UNA SOLUCIÓN



Pedido No.39455

Page No. 2 of 2

Item	No. de Parte /Descripción	Cantidad	Precio	Importe
2.0	DL-PROJ-0001 PROJECTOS Item B8 Manufacturer: Engel 200 Ton Horizontal machine Year: 1999 Serial: 70162-200-99	1.00	Pz 33,000.00 USD 0.00%	33,000.00 USD
	ITEM B8 USED ENGEL MACHINE AT ACS			

The Seller has made no representations or warranties in favour of the Buyer, the Buyer has conducted its own investigations and inspections of the Assets and of all matters in any way connected with the transaction evidenced by this Bill of Sale and any and all representations, terms, conditions, warranties, understandings or collateral agreements, express or implied, statutory or otherwise relating to title, encumbrances, assignability, description, present or future uses, merchantability, quality, quantity, marketability, fitness for any present or future purpose, state, condition, cost or value of the Assets are hereby excluded and irrevocably waived. The Buyer hereby acknowledges to and in favour of the Seller that the Buyer is purchasing the Assets on an "as is, where is" and "without recourse" basis and confirms receipt of the Assets and accepts same in their present state, condition and location.

Total: 98,000.00 USD

Condiciones de entrega: #Intercompany

Atentamente
Eckerle de México S.A. de C.V.

Matthias Perez
Technical Manager

Eckerle de México S.A. de C.V. Director General: Dierk Mohr, Werner Weis
Calle Jurica # 121 -Parque Industrial Querétaro - C.P. 76220 - Delegación Santa Rosa Jauregui - Santiago de Querétaro
Tel. 00 52 442 296 4400 Fax 00 52 442 296 4401
Qro., México - info@eckerle-gruppe.com.mx - www.eckerle-gruppe.com

ECKERLE GRUPPE

SIEMPRE UNA SOLUCIÓN

Schedule N

E-mail dated August 11, 2010



Julian Nawrocki
<nawrocki@fnlawyers.com>

11/08/2010 06:21 PM

To Tony Van Klink <tvanklink@millerthomson.com>
cc "arutman@zeifmans.ca" <arutman@zeifmans.ca>,
"jrutman@zeifmans.ca" <jrutman@zeifmans.ca>
Subject RE: AarKel

Tony, in light of its relatively small size, we are instructed not to assert a claim in respect of the inserts.

Julian R. Nawrocki
Feige Nawrocki LLP
Barristers and Solicitors
Suite 3300
130 Adelaide Street West
Toronto, Ontario M5H 3P5
(416) 366-8833
(416) 366-3992 (fax)
Nawrocki@fnlawyers.com

Schedule O

Receiver's Interim Statement of Receipts and Disbursements

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

	<u>CAD\$</u>
Cash Receipts	
Revenues from Operations	7,178,943
Realization of Pre-receivership A/R	3,360,059
Tooling Receipts	406,566
Inventory Receipts	381,857
Sale of Assets	272,547
Goods and Service Tax Refunds	38,519
Miscellaneous Receipts	15,519
Total Receipts	<u>11,654,009</u>
Cash Disbursements	
Material Purchases	2,781,651
Payroll and Benefits	1,703,885
Rent/Lease Payments	136,255
GST/HST Paid	115,654
Utilities	109,209
Repairs & Maintenance	103,854
Freight & Brokerage	49,170
Supplies	46,351
Administration/Corporate Charges	40,712
Interest and Bank Charges	40,300
WSIB Expense	36,410
Insurance	25,537
Receiver's Fees	263,895
Legal Fees	83,484
Total Disbursements	<u>5,536,368</u>
Net Cash Receipts	<u>6,117,642</u>
Pre Receivership Vacation Pay	(242,214)
Key Employee Retention Plan	(13,800)
	<u>(256,014)</u>
Ending Cash Balance	<u>5,861,627</u>

Notes

1. US Foreign currency reflected at exchange rate of \$1 USD = \$1 CAD.
2. Balances in cash receipt and disbursement line items reflected above are inclusive of respective taxes.
3. The Aalbers' Tool & Die Fund in the amount of \$203,032 is included in the 'Tooling Receipts' line item above.
4. A balance of \$113,752 US of the Omega Tool & Die claim is included in the 'Realization of Pre-receivership A/R' line item above.
5. Miller's Electric has made a non possessory lien claim in the amount of \$286,831 against the proceeds from the sale of certain assets.

Schedule P

PPSA Registration Summary

SUMMARY OF PPSA REGISTRATIONS AGAINST ACS PRECISION COMPONENTS PARTNERSHIP
FILE CURRENCY DATE OF AUGUST 24, 2010

REGISTRATION NO. AND FILE NO.	SECURED PARTY	COLLATERAL CLASSIFICATION	COLLATERAL DESCRIPTION AND OTHER
20081222 1053 1862 6660 (Financing Statement) File No. 650663946	Bank of Montreal	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	
20081231 1305 1590 0219 (Financing Statement) File No. 650794878	ATS Automation Tooling Systems Inc.	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	
20090108 1109 1862 7740 (Financing Statement) File No. 650917755	Omega Tool Corp.	Equipment, Accounts, Other	
20100119 1946 1531 6754 (Financing Statement) File No. 658810134	De Lage Landen Financial Services Canada Inc.	Equipment, Other, Motor Vehicle Included	2006 Caterpillar P5000 Forklift VIN #AT3506567 All goods supplied by the secured party, all parts and accessories thereto and accessions thereto and all replacements or substitutions for such goods, proceeds accounts, chattel paper, money, intangibles, goods, documents of title, instruments, securities (all as defined in the <i>Personal Property Security Act</i> (ON) and insurance proceeds.
20100517 1124 1590 3038 (Financing Statement) File No. 661417416	Omega Tool Corp.	Equipment, Accounts, Other	
20100521 1025 2227 2683 (Financing Statement) File No. 661545702	Miller's Electric Limited		

Schedule Q

Search of PPSA Registrations



Sign In > New Enquiry

Web Page ID: WEnqResult

File Currency: 24AUG 2010

System Date: 25AUG2010

Navigation icons: Previous, First, All Pages, Last, Next

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor							
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP							
File Currency	24AUG 2010							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	650663946	1	6	1	17	22DEC 2015		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period	
650663946		001	001		20081222 1053 1862 6660	P PPSA	7	
Individual Debtor	Date of Birth	First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name					Ontario Corporation No.		
	ACS PRECISION COMPONENTS PARTNERSHIP							
	Address				City	Province	Postal Code	
	250 ROYAL OAK ROAD				CAMBRIDGE	ON	N3H 5M3	
Individual Debtor	Date of Birth	First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name					Ontario Corporation No.		
	ACS PRECISION COMPONENTS PARTNERSHIP							
	Address				City	Province	Postal Code	
	730 FOUNTAIN STREET NORTH				CAMBRIDGE	ON	N3H 4R7	
Secured Party	Secured Party / Lien Claimant							
	BANK OF MONTREAL							
	Address				City	Province	Postal Code	
	2 KING STREET WEST				KITCHENER	ON	N2G 1A3	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or No Fixed Maturity Date
		X	X	X	X	X		X
Motor Vehicle Description	Year	Make			Model		V.I.N.	
General Collateral Description	General Collateral Description							
Registering Agent	Registering Agent							
	MILLER THOMSON LLP (JL)							
	Address				City	Province	Postal Code	
	295 HAGEY BLVD., SUITE 300				WATERLOO	ON	N2L 6R5	

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP								
File Currency	24AUG 2010								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	650794878	2	6	2	17	31DEC 2018			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
650794878		001	5		20081231 1305 1590 0219	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	2178124 ONTARIO INC.								
	Address				City	Province	Postal Code		
	35 EMERALD LANE				AMHERSTBURG	ON	N9V 3R3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	2178124 ONTARIO INC.								
	Address				City	Province	Postal Code		
	730 FOUNTAIN STREET NORTH				CAMBRIDGE	ON	N3H 4R7		
Secured Party	Secured Party / Lien Claimant								
	ATS AUTOMATION TOOLING SYSTEMS INC.								
	Address				City	Province	Postal Code		
	250 ROYAL OAK ROAD				CAMBRIDGE	ON	N3H 4R6		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make	Model			V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	GOODMANS LLP (D. WISEMAN/HDW)								
	Address				City	Province	Postal Code		
	2400 250 YONGE STREET				TORONTO	ON	M5B 2M6		

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP						
File Currency	24AUG 2010						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	650794878	2	6	3	17	31DEC 2018	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
650794878		002	5		20081231 1305 1590 0219		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name ACS PRECISION COMPONENTS PARTNERSHIP			Ontario Corporation No.					
	Address 250 ROYAL OAK ROAD	City CAMBRIDGE	Province ON	Postal Code N3H 5M3					
Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name ACS PRECISION COMPONENTS PARTNERSHIP			Ontario Corporation No.					
	Address 730 FOUNTAIN STREET NORTH	City CAMBRIDGE	Province ON	Postal Code N3H 4R7					
Secured Party	Secured Party / Lien Claimant								
	Address								
	City								
	Province								
	Postal Code								
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model		V.I.N.				
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address								
	City								
	Province								
	Postal Code								

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP							
File Currency	24AUG 2010							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	650794878	2	6	4	17	31DEC 2018		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period	
650794878		003	5		20081231 1305 1590 0219			
Individual Debtor	Date of Birth	First Given Name	Initial	Surname				
Business Debtor	Business Debtor Name OMEX MANUFACTURING ULC						Ontario Corporation No.	
	Address 800 - 885 WEST GEORGIA STREET				City VANCOUVER	Province BC	Postal Code V6C 3H1	
Individual Debtor	Date of Birth	First Given Name	Initial	Surname				
	Business Debtor Name						Ontario Corporation No.	

Business Debtor		OMEX MANUFACTURING ULC								
		Address			City		Province	Postal Code		
		251 LORNE AVENUE EAST			STRATFORD		ON	N5A 6S4		
Secured Party		Secured Party / Lien Claimant								
		Address			City		Province	Postal Code		
Collateral Classification		Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description		Year	Make				Model	V.I.N.		
General Collateral Description		General Collateral Description								
Registering Agent		Registering Agent								
		Address				City		Province	Postal Code	

Type of Search	Business Debtor																	
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP																	
File Currency	24AUG 2010																	
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status											
	650794878	2	6	5	17	31DEC 2018												
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN																		
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period											
650794878		004	5		20081231 1305 1590 0219													
Individual Debtor																		
Date of Birth		First Given Name			Initial		Surname											
Business Debtor																		
Business Debtor Name							Ontario Corporation No.											
ACS PRECISION COMPONENTS HOLDINGS (HONG KONG) CO. LTD.																		
Address					City		Province	Postal Code										
250 ROYAL OAK ROAD					CAMBRIDGE		ON	N3H 5M3										
Individual Debtor																		
Date of Birth		First Given Name			Initial		Surname											
Business Debtor																		
Business Debtor Name							Ontario Corporation No.											
ACS PRECISION COMPONENTS HOLDINGS (HONG KONG) CO. LTD.																		
Address					City		Province	Postal Code										
730 FOUNTAIN STREET NORTH					CAMBRIDGE		ON	N3H 4R7										
Secured Party																		
Secured Party / Lien Claimant																		
Address					City		Province	Postal Code										
Collateral Classification																		
Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date										

Motor Vehicle Description	Year	Make	Model	V.I.N.
General Collateral Description	General Collateral Description			
Registering Agent	Registering Agent			
	Address		City	Province Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP								
File Currency	24AUG 2010								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	650794878	2	6	6	17	31DEC 2018			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
650794878		005	5		20081231 1305 1590 0219				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	ACS PRECISION COMPONENTS HOLDINGS (HONG KONG) CO., LIMITED								
	Address				City	Province	Postal Code		
	250 ROYAL OAK ROAD				CAMBRIDGE	ON	N3H 5M3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	ACS PRECISION COMPONENTS HOLDINGS (HONG KONG) CO., LIMITED								
	Address				City	Province	Postal Code		
	730 FOUNTAIN STREET NORTH				CAMBRIDGE	ON	N3H 4R7		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model	V.I.N.					
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
Address		City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP						
File Currency	24AUG 2010						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	650917755	3	6	7	17	08JAN 2011	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
650917755		001	001		20090108 1109 1862 7740	P PPSA	2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	ATS AUTOMATION TOOLING SYSTEMS INC.			
	Address		City	Province
	250 ROYAL OAK ROAD		CAMBRIDGE	ON
				N3H 4R6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	ATS AUTOMATION TOOLING SYSTEMS INC.			
	Address		City	Province
	730 FOUNTAIN STREET N. BLDG #1		CAMBRIDGE	ON
				N3H 4R7

Secured Party	Secured Party / Lien Claimant			
	OMEGA TOOL CORP.			
	Address		City	Province
	2045 SOLAR CRESCENT		OLDCASTLE	ON
				N0R 1L0

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X	X	X				

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	MILLER, CANFIELD, PADDOCK AND STONE, LLP			
	Address		City	Province
	443 OUELLETTE AVENUE, SUITE 300		WINDSOR	ON
				N9A 6R4

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP						
File Currency	24AUG 2010						
	File Number	Family	of Families	Page	of Pages		

650917755	3	6	8	17
-----------	---	---	---	----

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	4		20100517 1154 1590 3039	
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	650917755			E TRANSFER		
Reference Debtor/ Transferor	First Given Name	Initial	Surname			
	Business Debtor Name	ATS AUTOMATION TOOLING SYSTEMS INC.				
Other Change	Other Change					
Reason / Description	Reason / Description					
Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname		
	Business Debtor Name	ACS PRECISION COMPONENTS PARTNERSHIP				Ontario Corporation No.
	Address	City	Province	Postal Code		
	250 ROYAL OAK ROAD	CAMBRIDGE	ON	N3H 4R6		
Assignor	Assignor					
Secured Party	Secured Party/ Lien Claimant/ Assignee					
	Address	City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included
Motor Vehicle Description	Year	Make	Model	V.I.N.		
General Collateral Description	General Collateral Description					
Registering Agent	Registering Agent or Secured Party/ Lien Claimant					
	FEIGE, NAWROCKI (EF)					
	Address	City	Province	Postal Code		
	3300 130 ADELAIDE ST. WEST	TORONTO	ON	MSH 3P5		

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP					
File Currency	24AUG 2010					
	File Number	Family	of Families	Page	of Pages	

650917755 3 6 9 17

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Cautious Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		002	4		20100517 1154 1590 3039	
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	650917755					
Reference Debtor/ Transferor	First Given Name	Initial	Surname			
	Business Debtor Name					
Other Change	Other Change					
Reason / Description	Reason / Description					
Debtor / Transferee	Date of Birth	First Given Name	Initial	Surname		
	Business Debtor Name					Ontario Corporation No.
	ACS PRECISION COMPONENTS PARTNERSHIP					
	Address	City	Province	Postal Code		
	730 FOUNTAIN STREET NORTH, BUILDING #1	CAMBRIDGE	ON	N3H 4R7		
Assignor	Assignor					
Secured Party	Secured Party/ Lien Claimant/ Assignee					
	Address	City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included
Motor Vehicle Description	Year	Make	Model	V.I.N.		
General Collateral Description	General Collateral Description					
Registering Agent	Registering Agent or Secured Party/ Lien Claimant					
	Address	City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP					
File Currency	24AUG 2010					
	File Number	Family	of Families	Page	of Pages	

650917755 3 6 10 17

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		003	4		20100517 1154 1590 3039				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	650917755								
Reference Debtor/ Transferor	First Given Name	Initial	Surname						
	Business Debtor Name								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname					
	Business Debtor Name					Ontario Corporation No.			
	2178124 ONTARIO INC.					2178124			
	Address			City	Province	Postal Code			
	35 EMERALD LANE			AMHERSTBURG	ON	N9V 3R3			
Assignor	Assignor								
Secured Party	Secured Party/ Lien Claimant/ Assignee								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model		V.I.N.				
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP				
File Currency	24AUG 2010				
	File Number	Family	of Families	Page	of Pages

650917755	3	6	11	17
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT				
Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number
	004	4		20100517 1154 1590 3039
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required
	650917755			
Reference Debtor/ Transferor	First Given Name	Initial	Surname	
	Business Debtor Name			
Other Change	Other Change			
Reason / Description	Reason / Description			
Debtor / Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation No.
	A-C (PLASTICS) HOLDINGS, INC.			1783359
	Address	City	Province	Postal Code
	44785 MACOMB INDUSTRIAL DRIVE	CLINTON TOWNSHIP	MI	48036
Assignor	Assignor			
Secured Party	Secured Party/ Lien Claimant/ Assignee			
	Address	City	Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts
Motor Vehicle Description	Year	Make	Model	V.I.N.
General Collateral Description	General Collateral Description			
Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	Address	City	Province	Postal Code
END OF FAMILY				
Type of Search	Business Debtor			
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP			
File Currency	24AUG 2010			
	File Number	Family	of Families	Page
	of Pages	Expiry Date	Status	

658810134 4 6 12 17 19JAN 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
658810134		01	002		20100119 1946 1531 6754	P PPSA	3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name ACS PRECISION COMPONENTS PARTNERSHIP			Ontario Corporation No.
	Address 730 FOUNTAIN STREET N.			City CAMBRIDGE
			Province ON	Postal Code N3H 4R7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address			City
			Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			
	Address 100 - 1235 NORTH SERVICE ROAD W			City OAKVILLE
			Province ON	Postal Code L6M 2W2

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2004	CATERPILLAR	GC25K FORKLIFT	AT82D03464

General Collateral Description	General Collateral Description
	ALL GOODS SUPPLIED BY THE SECURED PARTY, ALL PARTS AND ACCESSORIES
	THERE TO AND ACCESSIONS THERE TO AND ALL REPLACEMENTS OR SUBSTITUTIONS
	FOR SUCH GOODS. PROCEEDS ACCOUNTS, CHATTEL PAPER, MONEY,

Registering Agent	Registering Agent
	CANADIAN SECURITIES REGISTRATION SYSTEMS
	Address
	4126 NORLAND AVENUE
	City BURNABY
	Province BC
	Postal Code V5G 3S8

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP						
File Currency	24AUG 2010						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	658810134	4	6	13	17	19JAN 2013	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
658810134		02	002		20100119 1946 1531 6754		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address			City
			Province	Postal Code

Individual Debtor	Date of Birth	First Given Name			Initial		Surname		
Business Debtor	Business Debtor Name						Ontario Corporation No.		
	Address				City		Province	Postal Code	
Secured Party	Secured Party / Lien Claimant								
	Address				City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES (ALL								
	AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (ON)) AND INSURANCE PROCEEDS.								
Registering Agent	Registering Agent								
	Address				City		Province	Postal Code	

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP					
File Currency	24AUG 2010					
	File Number	Family	of Families	Page	of Pages	
	658810134	4	6	14	17	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT						
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20100121 1946 1531 7814	
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	658810134		X	A AMNDMNT		
Reference Debtor/ Transferor	First Given Name			Initial	Surname	
	Business Debtor Name					
	ACS PRECISION COMPONENTS PARTNERSHIP					
Other Change	Other Change					
Reason / Description	Reason / Description					
	TO AMEND SERIAL COLLATERAL AND ADD DEBTOR TO ORIGINAL REGISTRATION.					

Debtor / Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation No.
	2178124 ONTARIO INC.			
	Address	City	Province	Postal Code
	730 FOUNTAIN ST. N.	CAMBRIDGE	ON	N3H 4R7
Assignor	Assignor			
Secured Party	Secured Party / Lien Claimant / Assignee			
	Address	City	Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts
Motor Vehicle Description	Year	Make	Model	V.I.N.
	2006	CATERPILLAR	P5000 FORKLIFT	AT3506567
General Collateral Description	General Collateral Description			
Registering Agent	Registering Agent or Secured Party / Lien Claimant			
	CANADIAN SECURITIES REGISTRATION SYSTEMS			
	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP						
File Currency	24AUG 2010						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	661417416	5	6	15	17	17MAY 2013	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
661417416		001	2		20100517 1124 1590 3038	P PPSA	3
Individual Debtor	Date of Birth	First Given Name	Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.	
	ACS PRECISION COMPONENTS PARTNERSHIP						
	Address	City	Province	Postal Code			
	250 ROYAL OAK ROAD	CAMBRIDGE	ON	N3H 4R6			
Individual Debtor	Date of Birth	First Given Name	Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.	
	ACS PRECISION COMPONENTS PARTNERSHIP						
	Address	City	Province	Postal Code			
	730 FOUNTAIN STREET NORTH, BUILDING #1	CAMBRIDGE	ON	N3H 4R7			
Secured Party	Secured Party / Lien Claimant						
	OMEGA TOOL CORP.						

Address		City		Province		Postal Code			
2045 SOLAR CRESCENT		OLDCASTLE		ON		N0R 1L0			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X	X	X				
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	FEIGE, NAWROCKI (EF)								
	Address		City		Province		Postal Code		
	3300 130 ADELAIDE ST. WEST		TORONTO		ON		M5H 3P5		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP								
File Currency	24AUG 2010								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	661417416	5	6	16	17	17MAY 2013			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
661417416		002	2		20100517 1124 1590 3038				
Individual Debtor	Date of Birth	First Given Name		Initial		Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	2178124 ONTARIO INC.					2178124			
	Address		City		Province	Postal Code			
	35 EMERALD LANE		AMHERSTBURG		ON	N9V 3R3			
Individual Debtor	Date of Birth	First Given Name		Initial		Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	A-C (PLASTICS) HOLDINGS, INC.					1783359			
	Address		City		Province	Postal Code			
	44785 MACOMB INDUSTRIAL DRIVE		CLINTON TOWNSHIP		MI	48036			
Secured Party	Secured Party / Lien Claimant								
	Address		City		Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.			

General Collateral Description	General Collateral Description			
Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	ACS PRECISION COMPONENTS PARTNERSHIP						
File Currency	24AUG 2010						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	661545702	6	6	17	17	21MAY 2013	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
661545702		001	1		20100521 1025 2227 2683	R RSLA	03

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	ACS PRECISION COMPONENTS PARTNERSHIP			
	Address	City	Province	Postal Code
	1574 EAGLE STREET-NORTH	CAMBRIDGE	ON	N3H 4S5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	MILLER'S ELECTRIC LIMITED			
	Address	City	Province	Postal Code
	107 WHITNEY PLACE	KITCHENER	ON	N2G 2X8

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
							286831		

Motor Vehicle Description	Year	Make	Model	V.I.N.

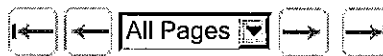
General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	SHUH CLINE & GROSSMAN - MARK GROSSMAN			
	Address	City	Province	Postal Code
	17 WEBER ST. WEST	KITCHENER	ON	N2H 3Y9

LAST PAGE

Note: All pages have been returned.

BACK TO TOP 



Show All Pages

ServiceOntario Privacy Statement | PPSR Telephone Service

HELP | CONTACT US | PRIVACY | IMPORTANT NOTICES
WOULD YOU LIKE TO RATE OUR SERVICE?

© QUEEN'S PRINTER FOR ONTARIO, 2008
LAST MODIFIED: SEPTEMBER 13, 2009

Schedule R

Legal Opinion



MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416-362-3711 FAX 416-864-9223
www.mindengross.com

DIRECT DIAL (416) 369-4148
E-MAIL dullmann@mindengross.com
FILE NUMBER 4073393

August 20, 2010

VIA E-MAIL (arutman@zeifman.ca)

Allan Rutman
Zeifman Partners Inc.
201 Bridgeland Avenue
Toronto, Ontario
M6A 1Y7

Dear Sirs:

Re: In the Matter of the Receivership of ACS Precision Components Partnership (the "Partnership")

In accordance with your instructions, we have now completed our review of the Security (as hereinafter defined) held by Bank of Montreal ("BMO") in respect of indebtedness purportedly owing by the Partnership to BMO.

By this letter, we wish to provide to you our opinion respecting the validity and enforceability of the security interests granted by the Partnership to and in favour of BMO.

A. SECURITY

We have examined photocopies of the security and certain related documents provided to us as described herein. Such documents may be summarized as follows:

1. a General Security Agreement dated December 31, 2008 executed and delivered by the Partnership to and in favour of BMO (the "GSA");
2. Section 427 *Bank Act (Canada)* security consisting of:
 - (a) Notice of Intention dated December 17, 2008 as registered on December 19, 2008 as number 01235112;
 - (b) application for credit and promise to give Bills of Lading Warehouse Receipts or Security under Section 427 of the *Bank Act* dated December 31, 2008;

- (c) Agreement as to loans and advances and security therefore dated December 31, 2008; and
- (d) security under Section 427 (1) of the *Bank Act* dated December 31, 2008 (collectively the "*Bank Act Security*").

The GSA and the *Bank Act Security* are collectively referred to herein as the "*Security*".

B. SEARCHES

We have performed the usual searches, particulars of which are detailed below:

1. Corporate Searches

Attached as Schedule "A" is a Business Names Report indicating that the Partnership has registered as a General Partnership on December 3, 2008 with the partners being 2178124 Ontario Inc. and A-C (Plastics) Holdings, Inc.

2. Searches Pursuant to the *Personal Property Security Act* (Ontario) ("*PPSA*")

We have obtained a certified print-out pursuant to the provisions of the *PPSA* against the Partnership. Attached as Schedule "B" is a summary of that print-out. The summary describes, among other things, the file currency date of each search, particulars of each registration and in the columns marked "*Collateral Description*" and "*Miscellaneous*", we have noted any other information apparent from the financing statements and financing change statements registered against the Partnership.

3. Searches Pursuant to the *Bank Act* (Canada)

We have obtained a search from the Bank of Canada in Ontario which confirms that the Bank filed a Notice of Intention to Give Security under section 427 of the *Bank Act* against the Partnership as Registration No. 01235112 on December 19, 2008.

C. OPINIONS

Based solely on the foregoing, and subject to the limitations as set out in this letter, we are of the opinion that the *Security* is valid and enforceable by BMO against the Partnership in accordance with the terms thereof.

D. LIMITATION OF OPINION

The foregoing opinion is also subject to the following qualifications, reservations and assumptions:

- 1. this opinion is confined to statements of fact or matters set forth herein as existing as of the date of this opinion;

2. in examining and reviewing the Security, we have assumed the genuineness of all signatures and the conformity to the originals of all documents submitted to us as photostatic, notarial, certified or true copies;
3. we have relied upon certificates of public officers as to matters of fact not stated herein to have been assumed or independently verified or established by us;
4. we have assumed the accuracy and currency of the indexes and filing systems maintained at the public offices where we have searched or enquired or have caused such searches or enquiries to be conducted;
5. we have not reviewed the Partnership's Partnership Agreement or Agreements nor any documentation with respect thereto. Accordingly, we have assumed that the Partnership is a partnership which had been duly formed and organized under the laws of the Province of Ontario at the time the Security, or any part thereof, was executed and that the Partnership had all necessary corporate power and authority to execute and deliver the Security;
6. we have assumed that: (i) monies were advanced by BMO to the Partnership, (ii) that monies are, in fact, still owing by the Partnership to BMO with respect to such advances; and (iii) that the Bank Act Security was executed and registered prior to the advance of monies secured thereby;
7. we have assumed that the execution, delivery and performance by the Partnership of and under the Security has been duly authorized by all necessary legal action, and that the Security has been duly executed and delivered;
8. we have assumed that the security interests created by the Security have attached in accordance with the provisions of the PPSA and or the *Bank Act*;
9. we have assumed that any financing statements and financing change statements registered respecting the Security were completed in compliance with the PPSA and the Regulations with respect thereto and that the Bank Act Security has been filed and preserved in accordance with the Bank Act and the Regulations with respect thereto;
10. no opinion is offered as to the title to any personal property of the Partnership;
11. the Partnership is a party to which the *Bank Act* applies and that the Partnership's principal place of business at the time it granted the Bank Act Security to the Bank was located in Ontario;
12. we have assumed that the Partnership does not have any legal defences for, without limitation, absence of legal capacity, fraud by or to the knowledge of BMO, misrepresentation, undue influence or distress;

13. to the extent that the *Bankruptcy and Insolvency Act* (Canada) applies to the Security and notwithstanding any other Federal and/or Provincial law, the rights of unpaid suppliers interest in certain goods supplied by them to a person prior to bankruptcy and the rights of employees to certain unpaid amounts earned in the 6 month period prior to the date of the receivership may rank ahead of the security interests of BMO in the goods supplied;
14. the binding effect and enforceability of the obligations of the Partnership are subject to applicable bankruptcy, insolvency, re-organization, moratorium and similar laws relating to or affecting the enforcement of creditor's rights generally;
15. no opinion is expressed with respect to the priority of the Security as against the other creditors of the Partnership, including whether or not any registration by any party against the Partnership might be in respect of any purchase money security interest, and in particular to the existence or priority of any interest not registered or not required to be registered under the legislation referred to herein, including, without limitation, Crown claims; and
16. we are qualified to practice law in the Province of Ontario only and, accordingly, express no opinion herein as to the laws of any jurisdiction other than the Province of Ontario and the laws of Canada applicable herein.

With respect to our assumptions referred to above, we would suggest that you satisfy yourself that all monies referred to in paragraph 6 above were actually advanced by BMO to the Partnership, and that the Partnership is still indebted to BMO with respect thereto. We note that the acknowledgment seems to indicate that there is an outstanding valid debt.

We note that the Partnership provided an Acknowledgment regarding the credit facilities and security dated April 23, 2010 which is attached hereto. In that Acknowledgment, the Partnership acknowledges, *inter alia*, that it has granted the Security and that the Security is binding and enforceable upon the Partnership in accordance with its terms.

The opinions expressed herein are provided solely for your benefit and may not be used or relied upon by any other person in connection with this or any other matter.

We appreciate the opportunity of being of service to you with respect to this matter and look forward to any questions or comments which you may have in relation thereto.

Yours very truly,
MINDEN GROSS LLP

Minden Gross LLP

#1651794

SCHEDULE "A"

BUSINESS NAME REPORT SUMMARY

<u>Entity</u>	<u>Date of Registration</u>	<u>Business Type</u>
ACS Precision Components Partnership	December 3, 2008	General Partnership
2178124 Ontario Inc.	December 3, 2008	Partner
A-C (Plastics) Holdings, Inc.	December 3, 2008	Partner

#1651794

BANK ACT SEARCHES

Entity	Bank Act Section 427 (Effective: August 17/2010)
ACS Precision Components Partnership	Registration No. 01235112 in favour of Bank of Montreal dated December 19, 2009 which expires December 31/2013

#1651794

SCHEDULE "B"
ACS PRECISION COMPONENTS PARTNERSHIP

Personal Property Security Act

Search Summary

Business Debtor: ACS Precision Components Partnership ("ACS")

File Currency Date: August 16, 2010

Secured Party	Secured Party Address	Business Debtor	File No.	Registration No.	Registration Period	Collateral Classification	Collateral Description	Miscellaneous
Miller's Electric Limited	107 Whitney Place Kitchener ON N2G 2X8	ACS	661545702	20100521 1025 2227 2683	3			

*Collateral: CG - Consumer Goods, I - Inventory, E - Equipment, A - Accounts, O - Other, MVI - Motor Vehicle Included

Secured Party	Secured Party Address	Business Debtor	File No.	Registration No.	Registration Period	Collateral Classification	Collateral Description	Miscellaneous
Omega Tool Corp.	2045 Solar Crescent Oldcastle ON N0R 1L0	ACS 2178124 Ontario Inc. A-C (Plastics) Holdings, Inc.	661417416	20100517 1124 1590 3038	3	E,A,O		
De Lage Landen Financial Services Canada Inc.	100 - 1235 North Service Road W Oakville ON L6M 2W2	ACS	658810134	20100119 1946 1531 6754	3	E,O,MVI	All goods supplied by the secured party, all parts and accessories thereto and all accessions thereto and all replacements or substitutions for such goods. Proceeds accounts, chattel paper, money	2004 Caterpillar Model GC25K Forklift VIN AT2D03464

*Collateral: I - Inventory, E - Equipment, A - Accounts, O - Other, MVI - Motor Vehicle Included

Secured Party	Secured Party Address	Business Debtor	File No.	Registration No.	Registration Period	Collateral Classification	Collateral Description	Miscellaneous
							intangibles, goods, documents of title, instruments, securities (all as defined in the <i>Personal Property Security Act</i> (ON)) and insurance proceeds	
		ACS	658810134	20100121 1946 1531 7814				To amend serial collateral and add debtor to original registration 2006 Caterpillar Model P5000 Forklift VIN AT3506567
Omega Tool Corp.	2045 Solar Crescent	ATS Automation	650917755	20090108 1109 1862 7740	2	E,A,O		

*Collateral: I - Inventory, E - Equipment, A - Accounts, O - Other, MVI - Motor Vehicle Included

Secured Party	Secured Party Address	Business Debtor	File No.	Registration No.	Registration Period	Collateral Classification	Collateral Description	Miscellaneous
	Oldcastle ON N0R 1L0	Tooling Systems Inc.						
		ATS Automation Tooling Systems Inc.	650917755	20100517 1154 1590 3039				Transfer to: ACS Precision Components Partnership 2178124 Ontario Inc. A-C (Plastics) Holdings, Inc.
ATS Auto- mation Tooling Systems Inc.	250 Royal Oak Road Cambridge ON N3H 4R6	2178124 Ontario Inc. ACS Omex Manu- facturing ULC	650794878	20081231 1305 1590 0219	10	I, E, A, O, MVI		

*Collateral: I - Inventory, E - Equipment, A - Accounts, O - Other, MVI - Motor Vehicle Included

Secured Party	Secured Party Address	Business Debtor	File No.	Registration No.	Registration Period	Collateral Classification	Collateral Description	Miscellaneous
		ACS Precision Components Holdings (Hong Kong) Co. Ltd.						
		ACS Precision Components Holdings (Hong Kong) Co., Limited						
Bank of Montreal	2 King Street West Kitchener ON N2G 1A3	ACS	650663946	20081222 1053 1862 6660	7	I, E, A, O, MVI		

1651833

*Collateral: I - Inventory, E - Equipment, A - Accounts, O - Other, MVI - Motor Vehicle Included

ACKNOWLEDGMENT

TO: Bank of Montreal (the "Bank")
FROM: ACS Precision Components Partnership (the "Partnership")
RE: Credit Facilities

WHEREAS the Bank has made to the Partnership the loans described on Schedule "A" hereto (the "Credit Facilities");

AND WHEREAS as of April 22, 2010 the amounts set forth on Schedule "A" hereto (the "Debt") were outstanding for principal and interest on the Credit Facilities;

AND WHEREAS the Partnership has guaranteed the obligations of OMEX Manufacturing ULC to the Bank pursuant to the terms of a written guarantee dated December 31, 2008 in the principal amount of \$2,850,000.00 (the "Guarantee");

AND WHEREAS as security for its obligations to the Bank (including pursuant to the Credit Facilities and the Guarantee) the Partnership has provided to the Bank the security documents (the "Security") described on Schedule "B" hereto;

NOW THEREFORE, in consideration of the sum of \$1.00 (One Dollar) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Partnership does hereby acknowledge, confirm and agree as follows:

1. that it is indebted to the Bank for the Debt pursuant to the Credit Facilities, that it does not dispute its liability to pay the Debt on any grounds whatsoever and that it has no right of set-off against the Debt;
2. that the loan documents in relation to the Credit Facilities as described on Schedule "A" hereto, have not been released, waived or varied (save as set forth on Schedule "A" hereto) and are binding and enforceable against the Partnership in accordance with their written terms;
3. the Guarantee has not been released, waived or varied and is binding and enforceable against the Partnership in accordance with its written terms;

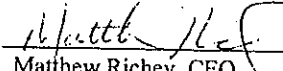
error! Unknown document property name.

4. that the Security has not been released, discharged, waived or varied and is binding and enforceable against the Partnership in accordance with its written terms.

DATED this 23rd day of April, 2010.

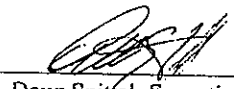
ACS PRECISION COMPONENTS
PARTNERSHIP

Per:


Matthew Richey, CEO

And

Per:


Doug Spittal, Executive V-P
We have authority to bind the Partnership

SCHEDULE "A"

Credit Facilities

1. An operating loan with a maximum limit of \$2 million pursuant to the terms of a combined Canadian &/or US Dollar Operating Loan Agreement dated December 31, 2008 as amended by Amendment Agreement #1 dated April 2, 2009 and Amendment Agreement #2 dated May 15, 2009 in respect of which the following amounts were outstanding for principal and interest as at April 22, 2010:

Principal	\$1,400,907.97
Interest	\$ 4,284.01

2. A demand loan non-revolving evidenced by Promissory Notes dated December 31, 2008 in the amount of \$1,700,000.00 and May 15, 2009 in the amount of \$1,664,583.02 in respect of which the following amounts were outstanding for principal and interest as at April 22, 2010:

Principal	\$1,274,999.76
Interest	\$ 3,266.10

SCHEDULE "B"

Security Documents

1. General Security Agreement dated December 31, 2008; and
2. Security pursuant to Section 427 of the *Bank Act* dated December 31, 2008 (Notice of Intention to Give Security under Section 427 of the *Bank Act* registered with the Bank of Canada on December 31, 2008 as No. 01235112).

BANK OF MONTREAL
Applicant

and ACS PRECISION COMPONENTS
Respondent

Court File No: 10-8702-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

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

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