

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**BANK OF MONTREAL**

Applicant

- and -

**ACS PRECISION COMPONENTS PARTNERSHIP**

Respondent

**FIRST 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.

**PURPOSE OF REPORT**

2. This Report is being filed in support of the Receiver's motion for an Order requiring Omega Tool Corporation ("Omega") to deliver up to the Receiver possession of a cavity injection mold (the "Mold") which is the property of ACS and required for the production of parts for a new motor vehicle to be launched by General Motors, the production of which is to start on May 24, 2010.

**FACTUAL BACKGROUND**

3. On December 31, 2008 ACS purchased the plastic injection molding and the related mold building business (the "Plastics Business") of ATS Automation Tooling Systems Inc. ("ATS") located in Cambridge, Ontario.

4. Since that time ACS has carried on the Plastics Business (including the design, fabrication and assembly of injection mold tooling) from leased premises located at 1574 Eagle Street North, Cambridge, Ontario.
5. Prior to the purchase by ACS of the Plastics Business, Omega issued a quote to ATS to build two cavity injection molds required by ATS, including the Mold, which is to be used for the production of "front bumper hidere" in the manufacture of a new motor vehicle to be launched by General Motors. The cost of the Mold was quoted by Omega at \$135,000. A copy of Quote No. 10019 dated December 19, 2008 (the "Omega Quote") issued by Omega to ATS is attached as **Schedule 1**. The Mold is described on line two of the Omega Quote.
6. The Omega Quote provides for the grant to Omega of a security interest in the Mold in the following terms:

"Upon acceptance of the quotation, by issuance of an order, notwithstanding the terms of such order, the purchaser grants Omega Tool Corp. a security interest in the tool. The security interest shall be continuing security to Omega Tool Corp. to secure payment until paid in full. The security granted shall be governed by and constructed in accordance with the *Personal Property Security Act* (Ontario) or in the applicable jurisdiction of the purchaser."
7. After the completion of the purchase by ACS of the Plastics Business from ATS, on March 16, 2009 ACS issued a Purchase Order to Omega to build the Mold. A copy of the Purchase Order dated March 16, 2009 from ACS to Omega is attached as **Schedule 2**. The Purchase Order contains the note "Terms as per Quote No. 10019."
8. ACS had agreed to supply the Mold to its customer, A.G. Simpson Automotive Inc. ("AG Simpson"). ACS subcontracted the building of the Mold to Omega. A copy of a Purchase Order and Amendment issued by AG Simpson to ACS for the building of the Mold is attached as **Schedule 3**.

9. Omega built the Mold and the Mold was delivered to the premises of ACS in Cambridge. Attached as **Schedule 4** is a copy of Invoice No. 25995 dated August 20, 2009 (the "Omega Invoice") issued by Omega to ACS in the amount of \$135,000 for the Mold. The invoice bears the handwritten notation "Tool received by ACS April 14, 2009".
10. The following wording appears at the base of the Omega Invoice:

"This invoice serves as confirmation of delivery by Omega of the tooling or services referred to herein and that the security interest granted by the customer to Omega at the time of the signing of the quotation by the customer has attached."
11. Attached as **Schedule 5** is a copy of Invoice No. 350892 dated September 1, 2009 issued by ACS to AG Simpson for the Mold. AGS has paid 25% of that invoice. The remaining 75% remains unpaid.
12. According to the records of ACS, ACS has not made any payment to Omega on account of the purchase price for the Mold. The full amount of the Omega Invoice remains unpaid.
13. The Mold has been "PPAP" approved. Attached as **Schedule 6** is a copy of a part submission warrant signed by a representative of AG Simpson dated February 16, 2010 confirming same.
14. In 2010 modifications to the Mold were required as a result of an engineering change. Attached as **Schedule 7** is a copy of Quote No. 45145 dated February 17, 2010 from Omega to ACS for the completion of the additional work to the Mold as a result of the engineering change. The total cost, including transportation to and from ACS, was quoted to be \$4,270.
15. Attached as **Schedule 8** is a copy of Purchase Order No. PC000517 dated April 8, 2010 from ACS to Omega for the completion of the additional work required by the engineering change.

16. In April, 2010 the Mold was shipped from the premises of ACS to Omega for the completion of additional work arising from an engineering change. Attached as **Schedule 9** is a copy of a packing slip confirming the shipment of the Mold from ACS to Omega on April 7, 2010.
17. The Mold remains in the possession of Omega.
18. The Receiver has been advised by AG Simpson that the Mold is to be used for the production of parts to be supplied by AG Simpson to General Motors for a new generation of the Chevy Silverado truck being launched by General Motors and which is to go into production at the General Motors assembly plant in Flint, Michigan on May 24, 2010. Parts production from the Mold is scheduled to commence on May 17, 2010. Any delay in that schedule will jeopardize the May 24 start of production by General Motors. Delay in the production of parts from the Mold will likely result in the shutdown of the General Motors assembly line for the new Chevy Silverado truck.
19. On May 13, 2010 requests were made by the Receiver and the Receiver's legal counsel to Omega to deliver up possession of the Mold to the Receiver. Attached as **Schedule 10** are copies of an e-mail sent by the Receiver to Omega confirming a discussion between representatives of the Receiver and Omega and an e-mail sent by the Receiver's legal counsel to Omega.
20. Despite the requests of the Receiver and its legal counsel, Omega has not delivered up possession of the Mold.
21. The Mold is unique and designed to produce particular parts for a specific model of motor vehicle and cannot be used for other purposes without extensive modification, if at all.
22. It is the Receiver's view that ACS is the owner of the Mold. AG Simpson has confirmed to the Receiver that it does not assert a proprietary interest in the Mold. Omega is an unpaid vendor, which may or may not have a valid security interest in the Mold, to secure its outstanding account.

23. The only interest of Omega is to be paid the amount of its claims in accordance with its legal entitlement and priority. Despite the terms of the Receivership Order, Omega has refused to deliver up possession of the Mold to the Receiver in an apparent attempt to exert pressure to force payment of the amounts owing to it in priority over the claims of other creditors, including the secured claims of Bank of Montreal and ATS.
24. To preserve and protect the rights and interests of all parties the Receiver recommends that the Mold be delivered up to the possession of the Receiver without prejudice to the rights and claims, including secured claims, of all persons having an interest in the Mold.

Respectfully submitted this 14<sup>th</sup> day of May, 2010.

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

Per: 

Allan Rutman, President

**SCHEDULE 1**

**Omega Quote No. 10019**

# TOOLSHOP QUOTE



## Omega Tool Corporation

2045 Solar Crescent  
Windsor Ontario N0R 1L0  
Canada  
Phone: 519-737-1201  
Fax: 519-737-7719

### QUOTE

Quote Number: 10019

Page: 1

**Attention:**

ATS Automation Tooling Systems Inc  
730 Fountain Street  
Building #2  
Cambridge ON N3H 4R7  
Canada

Date: 12/19/2008  
Expires: 1/18/2009

2+2 Cavity (2-Shot Injection Mold with rotating platen)

Line	Description	Lead Time	Quantity	Unit Price
1	Frt Bumper Hiders RHLH Ver. 1 Customer Part No : 20818269/70 D & B 4 Cavity P20 Mould. 2 Drop: Manifold: Gating Edge Gate: Mechanical Ejection: 4 Slides: Grained Part Part Size : 19L X 3W X 4H Mould Base : 28W X 32L X 30H	15 weeks	1 00	160,000 00
2	Frt Bumper Hiders RHLH Ver. 2 Customer Part No : 25883179/68 D & B 4 Cavity P20 Mould 2 Drop: Manifold: Gating Edge Gate: Mechanical Ejection: Grained Part Part Size : 21L X 4W X 4H Mould Base : 32W X 34L X 30H	15 weeks	1 00	135,000 00

gck

Line	Description
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3	Terms and Conditions
---	----------------------

Quote Line Rev No: 1

*Domestic Terms:*

- Delivery is from kickoff to first tryout
- Purchase order required to order steel
- Customer to supply 3D data ISM/OSM filleted
- All prices are quoted in Canadian currency
- Terms are 100% 12 months after receipt of PO
- 8 months I/C included
- Fixtures for part inspection is not included
- Customer to supply resin for tryouts
- Delivery: CIF Cambridge ON (Incoterms)

Upon acceptance of the quotation, by issuance of an order, notwithstanding the terms of such order, the purchaser grants Omega Tool Corp a security interest in the tool. The security interest shall be continuing security to Omega Tool Corp. to secure payment until paid in full. The security granted shall be governed by and constructed in accordance with the Personal Property Security Act (Ontario) or in the applicable jurisdiction of the purchaser.

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Thank you for the opportunity to quote your valued business

Sincerely

Dave Cummings

If you are in agreement with this quote and authorize Omega to proceed, please sign below and follow-up with a purchase order  
Fax back to 519-737-7719

  
Authorized Signature

1/6/2009 Date

**SCHEDULE 2**

**ACS Purchase Order dated March 16, 2009**



**SCHEDULE 3**

**AG Simpson Purchase Order and Amendment**



AGS PO TO AC For Tool Build.

**PURCHASE ORDER  
AND  
AMENDMENT**

Revision: 0

SCOTT BU

PURCHASE ORDER NO.
<b>99-44032</b>

<b>SELLER</b> AC PRECISION COMPONENTS 730 FOUNTAIN STREET NORTH BUILDING 1 CAMBRIDGE, ON N3H 4R7 CANADA 519-650-4483 <small>(Merchant referred to as the 'Seller')</small>	<b>REQUISITION NO.</b> W119016 <b>SHIP TO</b> AC PRECISION COMPONENTS 730 FOUNTAIN STREET NORTH BUILDING 1 CAMBRIDGE, ON N3H 4R7 CANADA	<b>P.O. DATE</b> 12/22/2008	<b>TERMS</b> BELOW
<b>GOODS &amp; SERVICES TAX</b> <small>(Merchant referred to as the 'Seller')</small> EXTRA EXEM X <b>PROVINCIAL SALES TAX</b> <small>(Merchant referred to as the 'Buyer')</small> EXTRA EXEM X	<b>BILL TO</b> A.G. SIMPSON AUTOMOTIVE INC. 675 PROGRESS AVENUE CORPORATE OFFICE SCARBOROUGH, ON M1H 2W9 CANADA <small>(Merchant referred to as the 'Buyer')</small>	<b>VIA</b> VENDOR <b>CONTACT NAME &amp; FAX</b> 519-650-5925 ANDREW SPITTAL	<b>F.O.B.</b> DESTINATION <b>PROCESS DATE</b> 09/24/2009 <b>W/O ASSET NO.</b> W/O
<b>ITEM</b> <b>QUANTITY</b> <b>DESCRIPTION</b> <b>UNIT COST</b> <b>PER</b> <b>EXTENDED COST</b>			

1    1.0    AGS # N/A, Supplier # 2 SHOT DIESEL MOLD    138796.00000    EA    04/17/2009    138,796.00

Project: 99071174  
 TO COVER THE COST TO DESIGN AND BUILD A 1+1  
 TWO CAVITATION (1 RH, 1 LH) 2-SHOT MOLD TO  
 PRODUCE PRODUCTION SAMPLES OF OUR GMT911 FILLER  
 ASM - FRONT BUMPER DIESEL R/L, 25883358-9  
 REVISION GEO\_001.002.

MATERIAL SPECIFICATIONS AND PERFORMANCE REQUIREMENTS  
 AS DESCRIBED IN THE DCS LOGS ATTACHED. PART SUBJECT  
 TO GD&T REQUIREMENTS AS OUTLINED IN OUR GD&T DRAWINGS  
 REVISION T NOVEMBER 21, 2008.

ATTRIBUTE CHECKING FIXTURE TO BE PROVIDED.  
 TOOLING TO BE BUILT IN ACCORDANCE WITH GENERAL MOTORS  
 PAINT & POLYMER STANDARDS.

\*\*\*\*\*

THIS PO IS ISSUED PURSUANT TO THE TOOLING AND EQUIPMENT AGREEMENT DATED  
 JULY 20TH, 2007 AND SIGNED ON DECEMBER 11TH, 2008 BY SUPPLIER (THE  
 'TOOLING AND EQUIPMENT AGREEMENT'), A COPY OF WHICH IS ATTACHED HERETO.

ITEM	QUANTITY	DESCRIPTION	UNIT COST	PER	DUE DATE MONTH/DAY/YEAR	EXTENDED COST
<b>TOTAL</b>						
P.O. VALUE						
				PER	BIN HAN	

This order is subject to AGS' Standard Terms and Conditions, which may be found at  
[www.agsautomotive.com](http://www.agsautomotive.com).

AGS114 REV.03 MAR 2008

**Original Copy**



# PURCHASE ORDER AND AMENDMENT

PURCHASE ORDER NO.  
**99-44032**

SCOTT BU

Revision: 0

<b>SELLER</b> AC PRECISION COMPONENTS 730 FOUNTAIN STREET NORTH BUILDING 1 CAMBRIDGE, ON N3H 4R7 CANADA 519-650-4483 <small>(number referred to as the 'Seller')</small>	<b>REQUISITION NO.</b> W119016 <b>SHIP TO</b> AC PRECISION COMPONENTS 730 FOUNTAIN STREET NORTH BUILDING 1 CAMBRIDGE, ON N3H 4R7 CANADA	<b>P.O. DATE</b> 12/22/2008	<b>TERMS</b> BELOW	<b>VIA</b> F.O.B.	<b>DESTINATION</b> PROCESS DATE 09/24/2009 <b>W/O ASSET NO.</b> ANDREW SPITTAL
<b>BUYER</b> A.G. SIMPSON AUTOMOTIVE INC. 675 PROGRESS AVENUE CORPORATE OFFICE SCARBOROUGH, ON M1H 2W9 CANADA <small>(number referred to as the 'Buyer')</small>		<b>CONTACT NAME &amp; FAX</b> 519-650-5925 ANDREW SPITTAL		<b>LOCAL SALES TAX</b> LICENCE NO. EXTRA EXEM. LICENCE NO.	
<b>PROVINCIAL SALES TAX</b> LICENCE NO. EXTRA EXEM. LICENCE NO.		<b>CITY SALES TAX</b> LICENCE NO. EXTRA EXEM. LICENCE NO.		<b>STATE SALES TAX</b> LICENCE NO. EXTRA EXEM. LICENCE NO.	

PAYMENT OF THE PRICE OF THE GOODS TO BE SUPPLIED UNDER THIS PURCHASE ORDER SHALL BE MADE ON THE EARLIER OF:

- (I) A DATE WHICH IS WITHIN SEVEN (7) DAYS AFTER THE RECEIPT BY AGS OF FULL PAYMENT FROM ITS CUSTOMER FOR FINAL UNDISPUTED PRAP APPROVAL OR
- (II) THE DATE WHICH IS TWELVE (12) MONTHS FROM THE START OF PRODUCTION USING THE GOODS TO BE SUPPLIED HEREUNDER TO CONTINUOUSLY PRODUCE PARTS FOR AGS'S CUSTOMER,

IN EITHER CASE, PROVIDED THAT SUCH GOODS CONFORM WITH THE REQUIREMENTS OF THIS PURCHASE ORDER (INCLUDING THE TOOLING AND EQUIPMENT AGREEMENT).

NOTE: THE SUPPLIER IS ULTIMATELY RESPONSIBLE FOR THE DESIGN, BUILD & PERFORMANCE OF THIS TOOL. IF THERE IS AN AREA OF DESIGN, REQUIREMENTS OR RESPONSIBILITIES THAT ARE UNCLEAR, PLEASE CONTACT AND DISCUSS WITH AGS ENGINEERING.

ENGINEERING CONTACT INFORMATION:  
 PROGRAM MANAGER - SCOTT BULYCH 586-268-4888 EXT:5452

INVOICES WILL NOT BE ACCEPTED IF PRICE EXCEEDS AGREED COST ON THIS PURCHASE ORDER WITHOUT PRIOR AUTHORIZATION FROM AGS.

ITEM	QUANTITY	DESCRIPTION	UNIT COST	PER	EXTENDED COST
<b>TOTAL</b> <b>P.O.</b> <b>VALUE</b>					
				PER <i>Handwritten Signature</i> BIN HAN	

This order is subject to AGS' Standard Terms and Conditions, which may be found at [www.agsautomotive.com](http://www.agsautomotive.com).



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<b>GOODS &amp; SERVICES TAX</b> LICENCE NO. EXTRA EXEM. X <b>PROVINCIAL SALES TAX</b> LICENCE NO. EXTRA EXEM. X <b>STATE SALES TAX</b> LICENCE NO. EXTRA EXEM.	<b>CITY SALES TAX</b> LICENCE NO. EXTRA EXEM. <b>LOCAL SALES TAX</b> LICENCE NO. EXTRA EXEM.		
<b>ITEM</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>	<b>UNIT COST</b>
<b>PER</b>	<b>MONTH/DAY/YEAR</b>	<b>EXTENDED COST</b>	<b>EXTENDED COST</b>

PLEASE REFERENCE PURCHASE ORDER NUMBER AND WORK ORDER / LINE ITEM PROJECT NUMBER (IF APPLICABLE) ON ALL INVOICES AND PACKING SLIPS TO ENSURE TIMELY INVOICE PAYMENT.

ADDITIONAL PROVISIONS SUPPLEMENTING THIS PURCHASE ORDER ARE FOUND ON OUR WEBSITE UNDER THE LINK 'PURCHASE ORDER TERMS & CONDITIONS'. YOU MAY VISIT OUR WEBSITE AT WWW.AGSAUTOMOTIVE.COM. THE 'PURCHASE ORDER TERMS & CONDITIONS' FORM AN INTEGRAL PART OF THIS PURCHASE ORDER.

SUPPLIER ACKNOWLEDGES HAVING READ THE PROVISIONS FOUND ON OUR WEBSITE UNDER THE LINK 'PURCHASE ORDER TERMS & CONDITIONS'. SUPPLIER'S (I) WRITTEN ACKNOWLEDGEMENT BELOW OR (II) COMMENCEMENT OF ANY WORK OR SERVICES UNDER THIS PURCHASE ORDER SHALL CONSTITUTE SUPPLIER'S ACCEPTANCE OF ALL OF THE PROVISIONS HEREOF (INCLUDING THOSE OF THE 'PURCHASE ORDER TERMS AND CONDITIONS').

\*\*\*\*\* AMENDMENT NO. 01 \*\*\*\*\*  
 SEPTEMBER 24TH, 2009. BIN HAN

REPRINTED TO REFLECT PST AS AN EXTRA.

NO CHANGE IN TOTAL PO VALUE.

ITEM	QUANTITY	DESCRIPTION	UNIT COST	PER	DUE DATE MONTH/DAY/YEAR	EXTENDED COST
<b>TOTAL P.O. VALUE</b>					BIN HAN	

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AGS114 REV. 03 MAR 2008

Original Copy



# PURCHASE ORDER AND AMENDMENT

Revision: 0

SCOTT BU

PURCHASE ORDER NO.
99-44032

<b>SELLER</b> AC PRECISION COMPONENTS 730 FOUNTAIN STREET NORTH BUILDING 1 CAMBRIDGE, ON N3H 4R7 CANADA 519-650-4483 <small>(has to be referred to as the 'Seller')</small>	<b>REQUISITION NO.</b> W119016 <b>SHIP TO</b> AC PRECISION COMPONENTS 730 FOUNTAIN STREET NORTH BUILDING 1 CAMBRIDGE, ON N3H 4R7 CANADA	<b>P.O. DATE</b> 12/22/2008	<b>TERMS</b> BELOW	<b>VIA</b> <b>VENDOR</b> CONTACT NAME & FAX 519-650-5925 ANDREW SPITTAL	<b>F.O.B.</b> <b>DESTINATION</b> PROCESS DATE 09/24/2009 W/O ASSET NO.
<b>GOODS &amp; SERVICES TAX LICENCE NO.</b> EXTRA <input type="checkbox"/> EXEM <input checked="" type="checkbox"/>	<b>PROVINCIAL SALES TAX LICENCE NO.</b> EXTRA <input type="checkbox"/> EXEM <input checked="" type="checkbox"/>	<b>STATE SALES TAX LICENCE NO.</b> EXTRA <input type="checkbox"/> EXEM <input type="checkbox"/>	<b>CITY SALES TAX LICENCE NO.</b> EXTRA <input type="checkbox"/> EXEM <input type="checkbox"/>	<b>LOCAL SALES TAX LICENCE NO.</b> EXTRA <input type="checkbox"/> EXEM <input type="checkbox"/>	
<b>ITEM</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>	<b>UNIT COST</b>	<b>PER</b>	<b>EXTENDED COST</b>

\*\*\*\*\* END \*\*\*\*\*

ITEM	QUANTITY	DESCRIPTION	UNIT COST	PER	EXTENDED COST
<b>TOTAL P.O. VALUE</b>			138,796.00	USD	
				PER BIN HAN	

This order is subject to AGS' Standard Terms and Conditions, which may be found at [www.agsautomotive.com](http://www.agsautomotive.com).

AGS114 REV. 03 MAR 2008

Original Copy

**SCHEDULE 4**

**Omega Invoice No. 25995**

# INVOICE

DO NOT  
PAY until  
notified by  
dustin  
8/31/09



omega tool corp.

Jo: 25995 ✓

5193/1

CUSTOMER #: AC PRECISION

CUSTOMER P.O.#:

INVOICE DATE: 8/20/2009 ✓

TERMS: SEE AGREEMENT

SOLD TO: AC PRECISION COMPONENTS CAMBRIDGE  
730 FOUNTAIN ST. N. BLDG #1  
CAMBRIDGE, ON N3H 4R7

G.S.T. # R137653473

QUANTITY	DESCRIPTION	AMOUNT
	MOLD	
	Q 43132 PO 330426	\$135,000.00
	JOB 5193	
	FRONT BUMPER HIDER LH RH	
	TERMS NET 45 DAYS	
	JOB 5193	
	Q 43132 PO 330426	

SUB TOTAL

\$135,000.00

TOTAL AMOUNT DUE CDN FUNDS

\$135,000.00 ✓

97164	382108
REPAIR Req 51574	ECN 8040
J. Sukert	300.11351
<i>Justin Sush</i>	due 10/14

Tool Received by ACS  
April 14, 2009

IF YOU HAVE ANY QUESTIONS OR CONCERNS, E-MAIL [rschmidgan@omegatoolcorp.com](mailto:rschmidgan@omegatoolcorp.com)

THIS INVOICE SERVES AS CONFIRMATION OF DELIVERY BY OMEGA OF THE TOOLING OR SERVICES REFERRED TO HEREIN AND THAT THE SECURITY INTEREST GRANTED BY THE CUSTOMER TO OMEGA AT THE TIME OF THE SIGNING OF THE QUOTATION BY THE CUSTOMER, HAS ATTACHED. INTEREST WILL BE CHARGED @ 1 1/2% PER MONTH ON ALL OVERDUE ACCOUNTS PLUS ALL FEES OF COLLECTION  
2045 Solar Crescent - OldCastle, Ontario - N0R 1L0 - Phone (519) 737-1201 - Fax (519) 737-7751

**SCHEDULE 5**

**ACS Invoice No. 350892**

# INVOICE TO AGS

**AC Precision Components Cambridge**  
 o/a AC Precision Components Cambridge

Tel: ( 519) 850-6600 Fax: ( 519) 850-5325

Invoice No.  
350892

Please reference invoice no. on all payments

REMIT TO: AC Precision Components  
 Cambridge  
 730 Fountain St N, Bldg #1  
 Cambridge ON N3H 4R7, Canada

WIRE FUNDS TO: BMO, 2 King St. W , Kitchener, ON, N2G 1A3  
 AGS Precision Components Partnership  
 o/a AC Precision Components Cambridge  
 Account: 86703-15  
 ABA #: 026005092  
 Swift Code: BOFMCAM2

SOLD TO: AGS Automotive Systems  
 675 Progressive Ave  
 Corporate Office  
 Scarborough ON M1H 2W9  
 Canada

SHIP TO: AGS Automotive Systems  
 675 Progressive Ave  
 Corporate Office  
 Scarborough ON M1H 2W9  
 Canada

INVOICE DATE	DATE SHIPPED	VIA	INCOTERM
09/01/09	09/01/09		

QUANTITY SHIPPED	DESCRIPTION AND PART NUMBER	UNIT PRICE	TOTAL AMOUNT
1	PO# 99-44032 ECN# 8040  <i>2 Shot Diesel mold</i>  <i>Project: 99071174</i>  <i>To cover the cost to design and build 1+1 two cavitation 2-shot mold</i>  <i>Program Manager: Scott Bulych</i>	138,796 00	138,796 00

GST Registration 82851 5025 RT0001	<b>PAYMENT TERMS</b> Net 30	138,796 00
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<b>NOTE:</b> All orders are subject to a minimum invoice amount Interest at 1.5% per month is charged on overdue accounts	<b>GST Rate 5%</b>	6,939 80
<b>INVOICE TOTAL</b>		<b>145,735 80</b>

**SCHEDULE 6**

**Part Submission Warrant**

FINAL PPAP

2/16/2009 (25)

### Part Submission Warrant

AC Precision Components Cambridge

Part Name Filler ASM - Front Bumper (RH/LH) Part Number 25883358/59 (GM935M/NAA)  
 Shown on Drawing No. 25883358/59 Org. Part Number 25883358/59  
 Engineering Change Level Geo\_001.002 Dated 21 Nov 08  
 Additional Engineering Changes N/A Dated N/A  
 Safety and/or Government Regulation  Yes  No Purchase Order No. 99-44032 Weight(kg) 0.0458  
 Checking Aid No. AC-015 Checking Aid Engineering Change Level 0 Dated Jan 2009

#### ORGANIZATION MANUFACTURING INFORMATION

ATS Precision Plastics Components Division  
 Organization Name & Supplier/Vendor Code  
730 Fountain St. North  
 Street Address  
Cambridge, Ontario, Canada N3H 4R7  
 City Region Postal Code Country

#### CUSTOMER SUBMITTAL INFORMATION

AGS Automotive  
 Customer Name/Division  
Heather Bolten  
 Buyer/Buyer Code  
Automotive  
 Application

#### MATERIALS REPORTING

Has customer-required Substances of Concern information been reported?  Yes  No  n/a  
 Submitted by IMDS or other customer format: IMDS 112608762/1 & 112608919/1  
 Are polymeric parts identified with appropriate ISO marking codes?  Yes  No  n/a

#### REASON FOR SUBMISSION

Initial Submission  
 Engineering Change (s)  
 Tooling: Transfer, Replacement, Refurbishment, or additional  
 Correction of Discrepancy  
 Tooling inactive > than 1 year  
 Change to Optional Construction or Material  
 Sub-Supplier or Material Source Change  
 Change in Part Processing  
 Parts Produced at Additional Location  
 Other - please specify  
 ECN# 8040

#### REQUESTED SUBMISSION LEVEL (Check one)

Level 1 - Warrant only (and for designated appearance items, an Appearance Approval Report) submitted to the customer.  
 Level 2 - Warrant with product samples and limited supporting data submitted to customer.  
 Level 3 - Warrant with product samples and complete supporting data submitted to customer.  
 Level 4 - Warrant and other requirements as defined by the customer.  
 Level 5 - Warrant with product samples and complete supporting data reviewed at organization's manufacturing location.

#### SUBMISSION RESULTS

The results for  dimensional measurements  material and functional tests  appearance criteria and  statistical process package meet all drawing and specification requirements:  Yes  NO (if "NO" - Explanation Required)  
 Mold / Cavity / Production Process: 1131D / 1+1 / Injection Moulding  
 Type of Machine / Tonnage: 450 Tonne - 2 Shot

#### DECLARATION

I hereby affirm that the samples represented by this warrant are representative of our parts which were made by a process that meets all Production Part Approval Process Manual 4th Edition Requirements. I further affirm that these samples were produced at the production rate of 480 / 8 hours. I also certify that documented evidence of such compliance is on file and available for review. I have noted any deviations from the declaration below.

#### EXPLANATION/COMMENTS:

Initial Part Submission

Is each Customer Tool properly tagged and numbered?  Yes  No  n/a  
 Organization Authorized Signature [Signature] Date 28-May-09  
 Print Name Justin Suckert Phone No. 519-650-6600 ext 4024 Fax No. 519-650-5925  
 Title Project Manager E-mail jsuckert@andersoncook.com

#### FOR CUSTOMER USE ONLY (IF APPLICABLE)

Part Warrant Disposition:  Approved  Rejected  Other  
 Customer Signature [Signature] Date 16 FEB 10  
 Print Name T. CHRISTIAN PEASE Customer Tracking Number (optional) \_\_\_\_\_

**SCHEDULE 7**

**Omega Quote No. 45145**

# TOOLSHOP QUOTE

## QUOTATION

TEL: (519) 737-1201

FAX: (519) 737-7751



**omega tool corp.**

2045 SOLAR CRESCENT, OLDCASTLE, ONTARIO NOR 1L0 CANADA

P.O. BOX 1068, WARREN, MICHIGAN 48090 U.S.A.

QUOTE NO : **45145**

P.O. #:

Date: Feb 17, 2010

TO: **AC PRECISION COMPONENTS CAMBRIDGE** 519-653-4483 X4024  
730 FOUNTAIN ST. N. BLDG #1 Fax: 519-650-5925  
CAMBRIDGE, ON N3H 4R7  
CANADA

ATTENTION: **JUSTIN SUCKERT**

*SIRMADAM: REPLYING TO YOUR VALUED INQUIRY WE ARE PLEASED TO QUOTE AS FOLLOWS:*

**RE: GMT911 BUMPER HIDER**  
25883358 / 25883359

**OMEGA JOB # 5193**

**COST AND TIMING PER E-MAIL RECEIVED FROM ED KROETSCH ON 18-FEB-2010 TO ELIMINATE TWO GUSSET RIBS PER CAVITY ON HARD SHOT ONLY. PRICE INCLUDES LOCAL WELDING. TIMING INCLUDES ROUND TRIP TRUCKING TO AND FROM AC PRECISION.**

**ITEM #1 IMPLEMENT CHANGES AS PER 1/24/09 DATA AND .PPT RECEIVED**

ENGINEERING (CAD / SURFACING)	\$ 770.00
SPLIT MOLD	\$ 560.00
WELDING	\$ 280.00
BENCHING	\$ 420.00
GENERAL PM TO THE MOLD	\$ 840.00
TRANSPORTATION TO AND FROM AC PRECISION	\$ 1400.00
<b>Cost</b>	<b>\$4,270.00</b>

**TOTAL COST: CDN \$4,270.00**

**Notes and Assumptions:**

*NO LOCAL WINDSOR TRIAL QUOTED  
TRIALS TO BE HELD AT AC PRECISION  
NO OMEGA SUPPORT QUOTED AT AC PRECISION*

QUOTED IN CDN FUNDS

QUOTE VALID FOR 60 DAYS

F.O.B. DESTINATION

TERMS SEE AGREEMENT

DELIVERY 3 DAYS

*WE THANK YOU FOR YOUR INQUIRY.*

PLEASE SIGN, DATE AND RETURN WITH P.O. OR P.O. #

TO CONFIRM AGREEMENT AND COMMENCE PROGRAM:

*YOURS TRULY,  
QUOTED BY:*

**JASON SCHMIDT**  
PROGRAM MANAGER

**DAVE CLUMMING**  
CORP. SALES

**CUSTOMER SIGNATURE**

*By signing this quotation, customer hereby grants to Omega, as security for all amounts owing by customer to Omega in respect of the tooling or services described herein, a security interest in such tooling.*

*\*\* TAXES EXTRA WHERE APPLICABLE*

*\*\* INTEREST WILL BE CHARGED AT 1 1/2 % PER MONTH ON ALL OVERDUE ACCOUNTS*

*for office use only*

File Name: VMESTUD1.QRP

Date of Revision: Oct 2005

Issue No. 1

**SCHEDULE 8**

**ACS Purchase Order No. PC000517**

PO TO TOOLSHOP

ORDER



Anderson Cook - Cambridge  
1574 Eagle Street North  
Building #2  
Cambridge ON N3H 4S5  
Canada  
Tel 519-650-6600  
Fax 519-650-6925

PURCHASE ORDER PC000517

<b>Supplier:</b> OMETCO Omega Tool Corporation 2045 Solar Cres Windsor ON N9R 1L0 CANADA Phone: 519-737-1201 Fax: 519-737-7719	<b>PO No:</b> PC000517 <b>PO Date:</b> 4/6/10 <b>Due Date:</b> <b>PO Revision:</b> <b>Revision Date:</b> <b>Ordered By:</b> Siro, Debbie 519-650-6600 Ext: 242
<b>Attention:</b> Schmidt, Jason	<b>Via:</b> Your Delivery <b>Pynt Terms:</b> Net 45 <b>FOB:</b> Destination <b>Freight Terms:</b> Prepaid <b>Note:</b> AS PER QUOTE 45145
<b>Ship To:</b> 1574 Eagle Street North Building #2 Cambridge ON N3H 4S5 CANADA	

Item	Description	Status	Account	Due Date	Order Quantity	Unit Price	Extended Price
1	GMT911 BUMPER HIDER	Firm	14100-000	4/12/10	1 Ea	\$ CAD4,270.00/Ea	\$ CAD4,270.00
<b>Sub Total:</b>							\$ CAD4,270.00
<b>GST Paid:</b>							\$ CAD213.50
<b>Canadian Dollars Grand Total:</b>							\$ CAD4,483.50

**Notes:**

**ALL PURCHASED MATERIALS SUPPLIED TO AC CAMBRIDGE MUST CONFIRM TO ALL APPLICABLE GOVERNMENT AND SAFETY CONSTRAINTS**

Note: To receive your payment in a timely manner, the following information must be included on all of your packing slips invoices cartons etc to: AC Precision Components Cambridge 1574 Eagle St N Building #2, Cambridge ON N3H 4S5

- 1) Purchase Order Number
- 2) Part Number
- 3) Packing Slip Number
- 4) Lot Number
- 5) Description
- 6) UCM
- 7) Quantity

Note: To all suppliers of production material and/or subcontracted operations; AC Cambridge requires that upon your acceptance of this purchase order your company's quality system is compliant with all the ISO 9001:2008 and ISO/TS 16949:2009 guidelines and 100% on time delivery of all products is required. AC Cambridge retains the right to cancel any purchase agreement without penalty.

- (1) AC Cambridge reserves the right to inspect material/products prior to shipment from your facility
- (2) Provide all applicable Material Safety Data Sheets IMDS information and WHIMIS container labels
- (3) Packing Slip must accompany every shipment
- (4) Supplier to notify AC Cambridge immediately if put on "Special Status Customer Notification" due to quality and/or delivery issues.
- (5) Acceptance of this purchase order confirms Supplier acknowledges receipt and agrees to comply to AC Cambridge Environmental Contractor/Subcontractor Requirements.

Plex Online 4/8/10 10:24 AM dsireac

*emad*

**SCHEDULE 9**

**Packing Slip from ACS**



**SCHEDULE 10**

**E-mail Communication dated May 13, 2010**



Jonathan Rutman  
<jr@zeifmans.ca>  
13/05/2010 05:38 PM

To "dave@omegatoolcorp.com" <dave@omegatoolcorp.com>  
cc Tony Van Klink <tvanklink@millerthomson.com>, 'Sherry Kettle' <skettle@millerthomson.com>, Allan Rutman <aar@zeifmans.ca>, Stella Millis <sm@zeifmans.ca>  
bcc  
Subject ACS Precision Components Partnership ("ACS") - In Receivership

Mr. Dave Cecchin,

The following is a summary of our discussion today at approximately 5 PM. We advised you that we are Court appointed receiver and manager of ACS and that Omega is in possession of certain tooling to which ACS holds title and is required for production for a customer of ACS. The Receiver advised you of the attached Court Order requiring all parties in possession of ACS assets to turn possession of those assets over to the receiver. The Receiver demanded that Omega return the tool forthwith. You advised that Omega would not release the tool until it collected payment for amounts owing by ACS to Omega. The Receiver advised that if Omega does not agree to release the tool, it would have no choice but to take legal action against Omega to have the tool released.

Please be advised that failure to release the tool will cause significant damages for which Omega will be held accountable.

As requested in our discussion, please provide contact information for Omega's counsel immediately.

Jonathan Rutman  
Zeifman Partners Inc.  
416-728-0106



Court Order - May 6 2010

Tony Van Klink/mtca  
13/05/2010 07:54 PM

To "dave@omegatoolcorp.com" <dave@omegatoolcorp.com>  
cc arutman@zeifmans.ca, jrutman@zeifmans.ca, Sherry  
Kettle/mtca@MTDOM1, lisab@agsautomotive.com  
bcc  
Subject ACS Precision - URGENT

Mr. Cecchin:

I am legal counsel to Zeifman Partners Inc., (the "Receiver") the court appointed receiver of ACS Precision Components Partnership ("ACS"). It is my understanding that Omega Tool is in possession of certain tooling fabricated by Omega for ACS. It is my understanding that the tooling was delivered by Omega to ACS in April 2009 and was recently returned to Omega for some work relating to an engineering change valued at approximately \$4,000. I do not know whether that work has been completed by Omega or not. I also understand that ACS had not paid Omega for the original fabrication of the tooling, being \$135,000 plus GST.

The tooling is required by ACS and its customer A G Simpson Automotive ("AGS") on an urgent basis. The Receiver has requested Omega deliver up possession of the tooling. Omega has refused to do so, in an apparent attempt to leverage payment of its outstanding account for the fabrication of the tooling. Any such attempt is improper and a breach of the Order of the Ontario Superior Court of Justice by which the Receiver was appointed

A copy of the court order appointing the Receiver has been provided to you by the Receiver. Paragraph 6 of that Order obligates Omega to deliver up possession to the Receiver upon request all property of ACS in the possession of Omega. Paragraph 11 of that Order stays the exercise by Omega of any rights which it may have against ACS or the property of ACS.

The Receiver is entitled to possession of the tooling. On behalf of the Receiver we hereby reiterate the Receiver's request that the tooling be immediately delivered up to the Receiver. We are prepared to discuss with you an arrangement for the preservation of Omega's rights, if any, against the tooling. Any such arrangement must, however, be agreed by tomorrow morning at the latest.

If the tooling is not delivered up I expect that we will be instructed by the Receiver to take the necessary steps to immediately obtain a court order compelling Omega to deliver up the tooling.

I would ask that you have your legal counsel contact me first thing tomorrow morning to discuss this matter.

**Tony Van Klink**

Miller Thomson LLP  
One London Place  
255 Queens Avenue, Suite 2010  
London, Ontario N6A 5R8  
Direct Line: 519.931.3509  
Fax: 519.858.8511  
Email: tvanklink@millerthomson.com  
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