

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

**BANK OF MONTREAL**

Applicant

- and -

**ACS PRECISION COMPONENTS PARTNERSHIP**

Respondent

**SIXTH 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"). Attached as **Schedule A** is a copy of the Receivership Order.

**Purpose of Report**

2. The purpose of this Report is to:
  - (a) advise this Honourable Court of the conduct of the receivership subsequent to the Receiver's Fifth 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 October 1, 2010;

- (d) request an Order approving the Auction Services Agreement dated September 30, 2010 (the “ASA”) between the Receiver and Infinity Asset Solutions Inc. (“Infinity”);
- (e) request an Order authorizing the Receiver to dispose of any unclaimed tooling;  
and
- (f) request an Order sealing the Confidential Supplement to the Sixth Report to the Court of the Receiver (the “Sixth Report”).

### **The Business of ACS**

- 3. 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 “Premises”). The customer base of ACS consisted primarily of tier one parts suppliers to the automotive industry.

### **Activities of the Receiver**

- 4. Since the date of the Fifth Report, the Receiver continued to oversee the day to day management of ACS’s business, including the wind down of production. ACS ceased production effective September 22, 2010.
- 5. All remaining ACS employees were terminated effective September 30, 2010.
- 6. In the Fifth Report, the Receiver advised the Court of three pending sales of dedicated equipment which were to be completed once the equipment was no longer required by the Receiver for ongoing production. By Order of the Honourable Justice Newbould dated September 3, 2010, a copy of which is attached as **Schedule B**, the sales of these pieces of equipment were approved by the Court. Those sales have since been completed by the Receiver.
- 7. The Receiver continues to collect remaining accounts receivable and to pay post receivership obligations.

## **Sale of Fixed Assets**

8. On August 30, 2010, the Receiver contacted ten liquidators to provide proposals to auction (including net minimum guarantees) or purchase the remaining fixed assets. The Receiver requested proposals to be submitted by September 13, 2010.
9. By September 13, 2010, a total of six proposals were received from nine of the ten liquidators contacted by the Receiver. One of the liquidators did not submit a proposal. Of the six proposals received, three were joint proposals on behalf of two liquidators and three were proposals on behalf of a single liquidator.
10. Each of the six proposals contained proposals to auction the assets with net minimum guarantees. Two of the proposals included offers to purchase the assets outright.
11. On September 14, 2010, the Receiver contacted the liquidators which had submitted proposals and requested that their proposals be increased and improved, providing a deadline of September 17, 2010 for same.
12. Upon review of the final proposals, the Receiver forwarded a draft Auction Services Agreement to the liquidator which had presented the highest offer. The subject liquidator then retracted its offer and submitted a revised decreased offer. The subject liquidator also advised that they would need a second inspection of the equipment to guarantee their proposal.
13. In view of same, on September 27, 2010, the Receiver contacted the two liquidators which had submitted the next two best proposals and requested that they submit increased and improved proposals. Only one of those liquidators submitted a further proposal. The second liquidator advised that should a better deal fall through, they would be willing to renegotiate.
14. The Receiver determined that the proposal from Infinity was the most advantageous as it included a higher net minimum guarantee and a shorter occupancy period.

15. Copies of the liquidation proposals received together with a summary of those proposals are contained in the Confidential Supplement for which a sealing order is being sought.
16. On September 30, 2010, the Receiver entered into the ASA with Infinity. A copy of the ASA with certain provisions, including the amount of the net minimum guarantee, redacted, is attached hereto as **Schedule C**. An unredacted copy of the ASA is in the Confidential Supplement.
17. The ASA is subject to the approval by this Honourable Court.
18. The Receiver is of the view that the disclosure of the proposals submitted and Infinity's net minimum guarantee and other amounts contained in the ASA will, if disclosed prior to the completion of the transaction contemplated therein, negatively impact upon the Receiver's ability to resell the assets if the ASA is not completed. For that reason, the Receiver respectfully requests a sealing order for the Confidential Supplement.

**Payment to BMO**

19. As provided for by the Order of Mr. Justice Newbould dated September 3, 2010, the Receiver has made the following payments to Bank of Montreal ("BMO"):
  - (a) on September 16, 2010 the sum of \$3,240,762.68 was paid to BMO in full satisfaction of the direct indebtedness of ACS to BMO (\$2,070,021.99 by way of cheque from the Receiver's account and \$1,170,740.69 from available funds in the ACS pre-receivership USD account with BMO which was utilized by the Receiver for post-receivership receivable collections); and
  - (b) on September 29, 2010, the sum of \$1,676,682.71 (the "Omex Debt") was paid to BMO in full satisfaction of ACS's guarantee of the indebtedness of Omex Manufacturing ULC ("Omex") to BMO.
20. The security held by BMO over the assets of Omex is in the process of being assigned to the Receiver pursuant to Section 2 of the *Mercantile Law Amendment Act*, R.S.O.

1990, c. M-10. Omex has advised the Receiver that it will repay the Omex Debt, plus interest thereon, by no later than 4:30 p.m. on October 6, 2010. The Receiver has entered into a letter agreement dated September 30, 2010 with Omex, a copy of which is attached hereto as **Schedule D** setting forth terms and conditions which will apply in the event that the Omex Debt is not repaid to the Receiver by 4:30 p.m. on October 6, 2010.

### **Unclaimed Tooling**

21. During the course of the receivership, the Receiver has worked with the customers of ACS to return to those customers tooling which was located at the ACS premises and owned by those customers. There are 80 pieces of tooling which were left at the ACS premises by the customers who owned that tooling and which are no longer being used in production (the "Abandoned Tooling"). The Abandoned Tooling is a combination of obsolete, worn and rusted tooling. Attached as **Schedule E** is a schedule of the Abandoned Tooling which have been classified into four categories (i) customer unknown; (ii) customer bankrupt; (iii) customer has given permission to scrap; and (iv) customer contacted but no response received and/or no action taken by the customer to retrieve the tooling.
22. During the course of the receivership, except as noted above, the Receiver has not been contacted by any party seeking the return of or claiming an ownership interest in the Abandoned Tooling.
23. The Receiver requests Court approval to dispose of the Abandoned Tooling.

### **Statement of Receipts and Disbursements**

24. The Receiver's Interim Statement of Receipts and Disbursements for the period from May 6, 2010 to October 1, 2010 is attached hereto at **Schedule F**.

### **Recommendation of the Receiver**

25. In light of the foregoing, the Receiver respectfully requests this Honourable Court to:

- (a) accept and approve this the Receiver's Sixth Report and the conduct and activities of the Receiver as set out in the Sixth Report;
- (b) approve the Receiver's Statement of Receipts and Disbursements for the period from May 6, 2010 to October 1, 2010;
- (c) approve the ASA;
- (d) authorize the Receiver to dispose of the Abandoned Tooling; and
- (e) seal the Confidential Supplement to the Sixth Report.

**Conclusion**

26. All of the foregoing is respectfully submitted this 5<sup>th</sup> day of October, 2010.

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

Per:

  
Allan Rutman

**SCHEDULE A**

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

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**COMMERCIAL LIST**

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

**BANK OF MONTREAL**

Applicant

- and -

**ACS PRECISION COMPONENTS PARTNERSHIP**

Respondent



**ORDER**

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

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



**SERVICE**

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

**APPOINTMENT**

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

**RECEIVER'S POWERS**

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

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

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

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

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

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

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

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

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

#### **SPECIFIC PROVISIONS**

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

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

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

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

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

**NO PROCEEDINGS AGAINST THE RECEIVER**

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

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

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

**NO INTERFERENCE WITH THE RECEIVER**

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

### **CONTINUATION OF SERVICES**

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

### **RECEIVER TO HOLD FUNDS**

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

### **EMPLOYEES**

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

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

#### **PIPEDA**

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

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

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



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

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

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

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

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

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

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

### **FUNDING OF THE RECEIVERSHIP**

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

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

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

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

### **GENERAL**

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

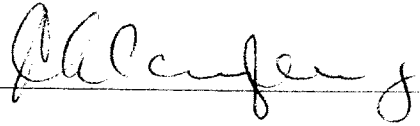
27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

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

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

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

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

  
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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.

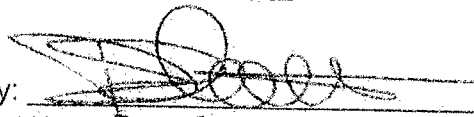
8. This Agreement may be signed in counterparts, each of which will be an original and both of which taken together will constitute one agreement, and facsimile signatures will be treated as original for all purposes.

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

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By:  \_\_\_\_\_  
Name: Allan Rutman  
Title: President  
I have authority to bind the  
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**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: Douglas Spittal  
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 Customer's 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**

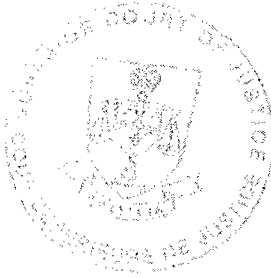
**MILLER THOMSON LLP  
ONE LONDON PLACE  
255 QUEENS AVENUE, SUITE 2010  
LONDON, ON CANADA N6A 5R8**

Tony Van Klink LSUC#: 29008M  
Tel: 519.931-3509  
Fax: 519.858.8511

Lawyers for the Applicant

**SCHEDULE B**

**Order of Mr. Justice Newbould dated September 3, 2010**



Court File No. 10-8702-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE *MR* ) FRIDAY, THE 3RD  
JUSTICE *NEWBOLD* )  
 ) DAY OF SEPTEMBER, 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,

- a) if necessary, abridging the time for and validating the method of service of this Notice of Motion and the Fifth Report of the Receiver to the Court dated August 25, 2010 (the "Fifth Report") and directing that any further service of this Notice of Motion and the Fifth Report be dispensed with such that this motion is properly returnable on September 3, 2010;
- b) accepting and approving the Fifth Report and approving the activities of the Receiver described therein;
- c) approving the Receiver's Statement of Receipts and Disbursements for the period May 6, 2010 to August 6, 2010;

- d) approving, *nunc pro tunc*, the sales by the Receiver of the assets described below and the vesting, *nunc pro tunc*, of such assets in the purchasers thereof free and clear of all encumbrances:
- i) an Engel 450 Ton Two Shot Injection Molding Machine and auxiliary equipment, as more particularly described on the Magna Closures Inc. Purchase Order 84413 dated June 30, 2010 (a copy of which is attached as Schedule G to the Fifth Report) to Magna Closures Inc.;
  - ii) an Engel 55 Ton Verticle Clamp Rotary Table Injection Moulding Machine and auxiliary equipment, as more particularly described on the Ritz Plastics Inc. Purchase Order 010223 dated July 15, 2010 (a copy of which is attached as Schedule H to the Fifth Report) to Ritz Plastics Inc.; and
  - iii) two 2-position bases and one 4-position base, as more particularly described on ACS invoice number MA0000166 dated August 12, 2010 (a copy of which is attached as Schedule J to the Fifth Report) to Brose North America, Inc.
- e) approving the following pending sales of equipment by the Receiver and any further sales of equipment or other personal property hereafter completed by the Receiver pursuant to the powers granted to the Receiver in paragraph 3(1) of the Receivership Order and the vesting of those assets in the purchasers thereof free and clear of all encumbrances:
- i) the sale of a Cincinnati 550 Ton Injection Molding Machine, ABB Robot, and auxiliary equipment to Omex Manufacturing ULC ("Omex"), as more particularly described on Omex Purchase Order number S-29111 dated July 21, 2010 (a copy of which is attached as Schedule K to the Fifth Report);
  - ii) the sale of an Engel 55 Ton Press, a 1994 Engel 250 Ton Vertical Press, and a 1997 Engel 250 Ton Press, together with auxiliary

equipment to Delphi Automotive Systems, LLC (“Delphi”), more particularly described on Delphi Purchase Order numbers 451104225, 451104227, 451104224 dated August 13, 2010 (copies of which are attached collectively as Schedule L to the Fifth Report);

- iii) the sale of an Engel 200 Ton Press and an Engel 150 Ton Press to Eckerle de Mexico (“Eckerle”) as more particularly described on Eckerle Purchase Order number 39455 dated August 12, 2010 (a copy of which is attached as Schedule M to the Fifth Report); and
- iv) such other sales of assets as may be completed by the Receiver in accordance with paragraph 3(l) of the Receivership Order;
- f) varying the Order of the Honourable Madam Justice Hoy dated June 15, 2010 (the “Hoy Order”) to extend the deadline for the filing of motion materials by Omega Tool Corporation (“Omega”) for a determination of its claim, if any, to certain tooling;
- g) approving the distribution from funds held by the Receiver of \$3,220,317.80, the Canadian dollar equivalent of HK\$65,800 (approximately \$9,000) and US\$968 plus additional interest thereon from August 23, 2010 to the date of payment at the per diem rate of \$413.64 to Bank of Montreal (“BMO”) on account of BMO’s secured claim;
- h) authorizing the Receiver to make payment from funds held by the Receiver to BMO, if requested by BMO and subject to availability of funds, of amounts owing by ACS to BMO under the terms of a guarantee provided to BMO by ACS for the liabilities of Omex to BMO (the “Omex Debt”);
- i) approving the fees and disbursements of the Receiver for the period from April 28, 2010 to July 31, 2010 and the Receiver’s legal counsel, Miller Thomson LLP, for the period from May 10, 2010 to July 31, 2010;
- j) sealing the Confidential Supplement to the Fifth Report; and

- k) granting such further and other relief as counsel may advise and this Honourable Court may deem just.

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

ON READING the Notice of Motion, the Fifth Report, the Confidential Supplement to the Fifth Report, the Affidavit of Allan Rutman sworn August 20, 2010 (the "Rutman Affidavit"), the Affidavit of Sherry Kettle sworn August 25, 2010 (the "Kettle Affidavit") and on hearing the submissions of counsel 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 Fifth 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 unless otherwise defined, capitalized terms in this Order shall have the same meaning as given to those terms in the Fifth Report.
3. THIS COURT ORDERS that the Fifth Report is hereby accepted and approved and the Receiver's activities as set out in the Fifth Report be and are hereby approved.
4. THIS COURT ORDERS that the Receiver's Statement of Receipts and Disbursements for the period from May 6, 2010 to August 6, 2010, a copy of which is attached as Schedule O to the Fifth Report be and is hereby approved.
5. THIS COURT ORDERS AND DECLARES *nunc pro tunc* that the sales by the Receiver of the Magna Equipment, Ritz Equipment and Bases (collectively the "Sold Assets") as described in the Fifth Report (the "Completed Sales") are approved and that all of ACS' right, title and interest in and to the Magna Equipment, Ritz Equipment and the Bases shall vest absolutely in the purchasers thereof as of the date on which such sales were completed (the "Sale Date"), namely, Magna with respect to the Magna Equipment as of June 30, 2010, Ritz with respect to the Ritz Equipment as of July 15, 2010 and Brose NA with respect to the Bases as of August 12, 2010 free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether

contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order; (ii) all charges, security interests or claims whether or not evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Sold Assets are expunged and discharged as against the Sold Assets as of the Sale Date.

6. THIS COURT ORDERS AND DECLARES that the Pending Equipment Sales and any further sales (the "Further Sales") of equipment or other personal property hereafter completed by the Receiver pursuant to the powers granted to the Receiver in paragraph 3(l) of the Receivership Order are approved and that all of ACS's right, title and interest in the equipment or other personal property which is the subject matter of the Pending Equipment Sales and Further Sales (collectively the "Affected Assets") shall vest absolutely in the purchasers thereof free and clear of and from any and all Claims and Encumbrances, and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Affected Assets are expunged and discharged as against the Affected Assets as at the date of completion of such sales by the Receiver.

7. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the sale proceeds of the Sold Assets and Affected Assets shall stand in the place and stead of the Sold Assets and Affected Assets, and all Claims and Encumbrances shall attach to the sale proceeds thereof with the same priority as they had with respect to the Sold Assets and Affected Assets immediately prior to the sale as if the Sold Assets and Affected Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. THIS COURT ORDERS that, notwithstanding:

(a) the pendency of these proceedings;



- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of ACS and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of ACS;

the vesting of the Sold Assets and Affected Assets in the Purchasers thereof pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ACS and shall not be void or voidable by creditors of ACS, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT ORDERS AND DECLARES that the Completed Sales, Pending Equipment Sales and Further Sales are exempt from the application of the *Bulk Sales Act* (Ontario).

10. THIS COURT ORDERS that the Hoy Order shall be varied to extend the deadline for the filing of motion materials by Omega to September 7, 2010;

11. THIS COURT ORDERS that the distribution of the following amounts to BMO is hereby approved and directs the Receiver to make such payment to BMO in full satisfaction of the ACS Direct Debt:

- (a) \$3,220,317.80, plus interest thereon in the amount of \$413.64 per day from August 24, 2010;
- (b) the Canadian dollar equivalent of HK\$65,800 (approximately \$9,000); and
- (c) the Canadian dollar equivalent of US\$968.


12. THIS COURT ORDERS AND DECLARES that the Receiver be and is hereby authorized to make payment to BMO, if requested by BMO and subject to availability of funds, of the Omex Guarantee Debt.

13. THIS COURT ORDERS that the fees and disbursements of the Receiver in the amount of \$335,938.28, including disbursements and GST/HST, for the period from period from April 28, 2010 to July 31, 2010 as particularized in the Rutman Affidavit be and are hereby approved.

14. THIS COURT ORDERS that the fees and disbursements of the Receiver's legal counsel, Miller Thomson LLP, in the amount of \$89,314.36, including disbursements and GST/HST, for the period from May 10, 2010 to July 31, 2010 as particularized in the Kettle Affidavit be and are hereby approved.

15. THIS COURT ORDERS that the Confidential Supplement to the Fifth Report be sealed until further Order of the Court.

16. 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.



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

SEP 03 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**

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LONDON, ON CANADA N6A 5R8

Tony Van Klink LSUC#: 29008M  
Tel: 519.931-3509  
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Lawyers for Zeifman Partners Inc.,  
Receiver

**SCHEDULE C**

**Auction Services Agreement (Redacted)**

## AUCTION SERVICES AGREEMENT

This Agreement is made as of September 30, 2010, between

**ZEIFMAN PARTNERS INC.**, in its capacity as Receiver and Manager of the property, assets and undertaking of ACS Precision Components Partnership and not in its personal capacity  
(the "Receiver")

and

**Infinity Asset Solutions Inc.**, a corporation  
(the "Auctioneer")

### RECITALS

- A. Pursuant to an order of the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated May 6, 2010 (the "Receivership Order"), Zeifman Partners Inc. was appointed as the receiver and manager of all of the assets, undertakings and properties of ACS Precision Components Partnership (the "Debtor") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act* (Ontario) under Court File No. 10-8702-00CL (the "Receivership").
- B. Subject to the granting of the Authorization and Approval Order, the Receiver has agreed to retain the Auctioneer to sell the Assets (as hereinafter defined) on its behalf in accordance with the terms hereof.

FOR VALUE RECEIVED, the parties agree as follows:

### SECTION 1 – INTERPRETATION

#### 1.1 Definitions

In this Agreement:

- (1) *Account* has the meaning ascribed to it in Section 2.5;
- (2) *Accounting Deadline* has the meaning ascribed to it in Section 2.6;
- (3) *Advance* has the meaning ascribed to it in Section 2.4(a);
- (4) *Assets* means the right, title and interest of the Debtor in and to the machinery and equipment, office equipment and office furniture located at the Debtor's Premises including those items described in Schedule 1.1(3) but, for greater certainty, does not include the Excluded Assets.

- (5) **Auction Date** has the meaning ascribed to it in Section 2.1;
- (6) **Authorization and Approval Order** has the meaning ascribed to it in Section 4.1(a);
- (7) **Business Day** means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (8) **Buyer's Premium** means the fee charged to purchasers by the Auctioneer upon sale of the Assets ( fee charged to online purchasers);
- (9) **Court** has the meaning ascribed to it in Recital A;
- (10) **Debtor** has the meaning ascribed to it in Recital A;
- (11) **Debtor's Premises** means the premises leased by the Debtor, municipally known as 1574 Eagle Street, Building 2, Cambridge, Ontario;
- (12) **Employees** has the meaning ascribed to it in Section 2.10;
- (13) **Excluded Assets** means (i) all fixtures including, all components of the building's electrical (other than, with the consent of the Receiver acting reasonably, any electrical components installed by the Debtor and exclusively dedicated to the Assets), mechanical, plumbing, heating and air-conditioning systems, fire extinguishers and other fire safety equipment, and (ii) those items described in Schedule 1.1(13);
- (14) **Final Receiver's Reserve** has the meaning ascribed to it in Section 2.8(5);
- (15) **Indemnified Parties** has the meaning ascribed to it in Section 2.8(2);
- (16) **Inspection** has the meaning ascribed to it in Section 2.8(4);
- (17) **Interim Inspection** has the meaning ascribed to it in Section 2.8(3);
- (18) **Interim Inspection Report** has the meaning ascribed to it in Section 2.8(3);
- (19) **Liquidation Period** means the period commencing on date on which the Authorization and Approval Order is obtained, unless the Receiver and the Auctioneer agree in writing to a later date, and ending at 12 noon on the Termination Date;
- (20) **Net Minimum Guaranteed Amount** means the amount referred to in Section 2.3;
- (21) **Person** means any natural person, sole proprietorship, partnership, corporation, trust, joint venture, any governmental authority or any incorporated or unincorporated entity or association of any nature;
- (22) **Receiver's Reserve** has the meaning ascribed to it in Section 2.5(1)(a);
- (23) **Receivership** has the meaning ascribed to it in Recital A;

- (24) *Receivership Order* has the meaning ascribed to it in Recital A;
- (25) *Reserve Account* has the meaning ascribed to it in Section 2.5(1)(a);
- (26) *Sales Taxes* has the meaning ascribed thereto in Section 2.13;
- (27) *Supplemented Assets* has the meaning ascribed to it in Section 2.18;
- (28) *Termination Date* means the 75<sup>th</sup> day after the Authorization and Approval Order is obtained; and
- (29) *Transaction* means the liquidation, sale and removal of the Assets contemplated by this Agreement.

## 1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to a "Section" followed by a number and/or a letter refer to the specified section of this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof.

## 1.3 Extended Meanings

Words importing the singular include the plural and *vice versa*, words importing gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings.

## SECTION 2 – SALE OF ASSETS AND EXCLUDED EQUIPMENT

### 2.1 Sale of Assets

The Auctioneer, in a commercially reasonable manner and otherwise in accordance with the terms and conditions of this Agreement, shall sell the Assets for and on behalf of the Receiver, by way of public auction to be held by no later than November 10, 2010 or such later date as may be agreed to in writing by the Receiver and the Auctioneer (the "Auction Date") or, by private sale from the Debtor's Premises. Any private sale of the Assets shall require the prior approval of the Receiver. The Auctioneer further agrees that payment terms for all sales shall be by cash, debit, credit card, wire transfer, certified cheque or a draft drawn on a major Canadian bank. Without limiting any other rights of the Receiver pursuant to this Agreement but subject to the Auctioneer's rights under Section 2.3(2), the Auctioneer acknowledges that the Receiver may exclude any Assets made available for sale from the Transaction if such Assets are subject to an actual, pending or threatened claim by a third party, provided the Receiver provides written notice to the Auctioneer describing such Assets prior to the sale of such Assets by the Auctioneer.

## 2.2 As Is, Where Is

The Auctioneer acknowledges that it has made such inspections of the Assets as it deems appropriate and it is understood that the Assets are to be sold by the Auctioneer on an "as is, where is" basis, at the Auctioneer's own risk, and that the Receiver has not and will not make any representation, warranty or condition, whether statutory (including, without limitation, under the *Sale of Goods Act* or similar legislation), express or implied, oral or written, legal, equitable, collateral or otherwise, as to title, encumbrances, fitness for purpose, marketability, condition, quantity or quality thereof or in respect of any other matter or thing whatsoever. Any descriptions provided to purchasers or prospective purchasers by the Auctioneer's sales staff, which may include former employees of the Debtor hired by the Auctioneer, shall be given solely on behalf of the Auctioneer in its own capacity and not as agent for the Receiver, and the Receiver shall have no obligations with respect thereto. Auctioneer agrees that the auction terms will provide that all sales are final, and that signs will be prominently displayed at the Debtor's Premises advising purchasers that all sales are final.

## 2.3 Net Minimum Guarantee

(1) The Auctioneer guarantees that the proceeds (net of any Sales Taxes and Buyer's Premium collected) to be paid to the Receiver for the Receiver's own account as a result of the sale of the Assets shall not be less than \_\_\_\_\_, and subject to adjustment as set out in Section 2.3(2) (the "Net Minimum Guaranteed Amount"), notwithstanding that the actual proceeds generated from the sale of the Assets may be less than the Net Minimum Guaranteed Amount.

(2) If the Receiver excludes any Assets made available for sale from the Transaction with the exception of the Excluded Assets, the Net Minimum Guaranteed Amount shall be reduced by the forced liquidation value of the Asset(s) in question. The Auctioneer and the Receiver shall negotiate in good faith in an attempt to reach agreement as to such adjustments.

## 2.4 Payment of Net Minimum Guaranteed Amount

The Auctioneer shall pay the Net Minimum Guaranteed Amount as follows:

- (a) the sum of \_\_\_\_\_ upon the execution of this Agreement, such payment representing an advance payment on account of the Net Minimum Guarantee Amount (the "Advance"); and
- (b) the balance of the Net Minimum Guaranteed Amount after crediting the Advance shall be paid by no later than two (2) Business Days prior to the Auction Date.

All monies payable to the Receiver shall be paid by certified cheque, wire transfer or draft drawn on a major Canadian bank.

## 2.5 Trust Account

(1) The Receiver and the Auctioneer shall establish one or more joint trust accounts with Bank of Montreal (the "Account"). The Account shall be in the name of both the Receiver and



the Auctioneer. All proceeds (including Sales Taxes and Buyer's Premium) from the sale of Assets, whether by auction or private sale, shall be deposited on a daily basis to the Account. Disbursements from the Account, including remittances of Sales Taxes, may only be made by cheque or wire transfer, which must be signed by both the Auctioneer and the Receiver (however, with respect to Sales Tax payments or remittances only, the Receiver shall sign such items without delay, but in any event within three (3) Business Days of a request made by the Auctioneer which request shall also include evidence satisfactory to the Receiver that the purpose of the item is to pay or remit Sales Taxes to the relevant governmental authority). The Auctioneer shall provide to the Receiver on a regular basis, but not less frequently than bi-weekly, a listing of the deposits made to the Account together with a detailed listing of the Assets sold, such listing to include without limitation, the price for all Assets sold. On the first Business Day of each bi-weekly period following the commencement of the Liquidation Period and no less than two Business Days after the Auction Date, provided the Net Minimum Guaranteed Amount has been received by the Receiver, the Auctioneer and the Receiver will distribute all funds on deposit in the Account representing proceeds from the sale of Assets including Buyer's Premium (subject to Section 2.5(1)(a) and any reserves for payment of Sales Taxes) as follows:

- (a) 100% of the funds, net of unpaid Sales Taxes collected, to an aggregate maximum amount of \_\_\_\_\_ AD (the "Receiver's Reserve") shall be placed into a separate joint account at Bank of Montreal in the name of the Receiver and the Auctioneer as a reserve (and not a cap) (the "Reserve Account") to be administered pursuant to Section 2.8 to pay amounts for which the Auctioneer is liable under and pursuant to Section 2.8;
- (b) after the creation of the Reserve Account in the amount of the Receiver's Reserve, 100% of the funds, net of unpaid Sales Taxes collected, to an aggregate amount equalling \_\_\_\_\_ shall be distributed to the Auctioneer on account of its recovery of the Net Minimum Guaranteed Amount;
- (c) after creation of the Reserve Account in the amount of the Receiver's Reserve and payment of the amount set forth in paragraph (b) above, 100% of the funds, net of unpaid Sales Taxes collected, to an aggregate amount equalling the balance of the Buyer's Premium charged on Asset sales, after notionally crediting the amount of the Receiver's Reserve as having been received by the Auctioneer on account of the Buyer's Premium, shall be distributed to the Auctioneer;
- (d) after creation of the Reserve Account in the amount of Receiver's Reserve and payment of the amounts set forth in paragraphs (b) and (c) above, 100% of the funds, net of unpaid Sales Taxes collected, shall be distributed to the Auctioneer to an aggregate maximum amount of \_\_\_\_\_ such amount to be retained by the Auctioneer as compensation for its services and to reimburse the Auctioneer for expenses incurred in connection with the Transaction; and
- (e) thereafter, the Receiver shall receive \_\_\_\_\_ of the funds in the Account and the Auctioneer shall receive \_\_\_\_\_ of the funds in the Account (excluding amounts representing Sales Taxes collected).

(2) For greater certainty, the Auctioneer shall be entitled to charge the Buyer's Premium to purchasers upon the sale of the Assets. Subject to subsection 2.5(1)(a), the amounts payable to the Auctioneer on account of Buyer's Premium shall be retained by the Auctioneer in accordance with this Agreement as its compensation for performing its obligations pursuant to this Agreement.

## **2.6 Accounting for Sale Proceeds**

The Auctioneer shall provide the Receiver with a complete and detailed final accounting with respect to the sale of all Assets incurred within twenty-one (21) days following the Auction Date (the "Accounting Deadline").

## **2.7 Access to Debtor's Premises**

The Receiver shall ensure that the Auctioneer has access to the Debtor's Premises, without charge, for the purposes of carrying out the Transaction as contemplated under this Agreement during the Liquidation Period. For greater certainty, during the Liquidation Period, the Auctioneer shall have rent-free use of the Debtor's Premises including utilities. For greater certainty, the Auctioneer agrees that it will be responsible for all occupancy related costs after the Termination Date if it has not fully vacated the Debtor's Premises in accordance with the terms of this agreement.

## **2.8 Obligations with Respect to Debtor's Premises**

(1) The Auctioneer shall have vacated the Debtor's Premises by the earlier of: (i) completion of the Transaction; and (ii) the expiry of the Liquidation Period. The Auctioneer agrees to leave the Debtor's Premises in a clean and broom-swept condition and shall be responsible for all costs (including labour costs) of clean-up of the Debtor's Premises including, without limitation, the placing of all garbage in bins to be provided by the Receiver. Notwithstanding the foregoing, the Auctioneer shall not be responsible for the costs of removal, clean-up or disposition of any of the Debtor's books and records or any environmentally hazardous chemicals or substances found at the Debtor's Premises save and except, i) the Auctioneer shall be responsible for the safe disposal of any liquids, lubrication, hydraulic fluids, coolant or the like drained from the Assets provided that the Receiver shall reimburse the Auctioneer for the cost of same to a maximum of \$7,500, any costs in excess of \$7,500 being for the Auctioneer's own account; and ii) to the extent that any discharge or spill of any environmentally hazardous chemicals or substances is caused by the Auctioneer or Persons for whom it is responsible, the Auctioneer shall be responsible for the safe removal and clean up of same at the Auctioneer's own expense.

(2) The Auctioneer agrees to act in a prudent manner while at the Debtor's Premises and the Debtor's Premises shall be maintained by the Auctioneer in the same state of repair as existed as at the commencement of the Liquidation Period, reasonable wear and tear excepted. The Auctioneer undertakes to restore the Debtor's Premises to their condition as at the commencement of the Liquidation Period and to repair any damages caused by the Auctioneer, its invitees or anyone for whom it is in law responsible during the Liquidation Period at its sole expense forthwith but in any event, before the expiry of the Liquidation Period excluding any diminution in the value of the Debtor's Premises caused by the absence of the Assets. Without limiting the foregoing, the Auctioneer undertakes to shear off any protruding bolts remaining after removal of equipment and to repair any damage caused to the Debtor's Premises due to the removal of any equipment, including, without limitation, fixing any holes in the roof, floor, walls or elsewhere and to properly cap all gas and electrical connections. The Auctioneer further agrees to indemnify, defend and hold the Receiver and its employees, agents and representatives (collectively, the "Indemnified Parties") harmless from and against all claims for damages, losses, injury or costs resulting from a breach of its obligations under this section and for damages, losses or injury caused to property or persons through the actions or negligence of the Auctioneer, its invitees or anyone for whom it is in law responsible.

(3) The Receiver and the Auctioneer, acting reasonably, agree to conduct periodic inspections of the Debtor's Premises to identify any damage caused after the commencement of the Liquidation Period and, without limiting the foregoing, shall conduct a formal interim inspection by not later than fourteen (14) days prior to the expiry of the Liquidation Period (the "Interim Inspection"). The Receiver and the Auctioneer shall use their commercially reasonable efforts to ensure that the landlord of the Debtor's Premises participates in the Interim Inspection. The Receiver shall, within three (3) Business Days of the Interim Inspection prepare a report noting any damages or deficiencies identified during the Interim Inspection for which the Auctioneer is responsible to repair, restore or clean-up, as applicable, pursuant to the terms of this Agreement (the "Interim Inspection Report"). The Auctioneer shall immediately conduct repairs, restoration and clean-up the Debtor's Premises identified as being required in the Interim Inspection Report and complete such work prior to the expiry of the Liquidation Period.

(4) After the Interim Inspection and five (5) days prior to the final day of the Auctioneer's intended occupancy of the Debtor's Premises during the Liquidation Period, the Receiver and the Auctioneer shall, together with representatives for the landlord of the Debtor's Premises and a consulting engineer selected by both the Auctioneer and the Receiver, if considered necessary by the respective parties, conduct an inspection of the condition of the Debtor's Premises noting and identifying any damage to the Debtor's Premises caused during the Liquidation Period or any items of repair, restoration or clean-up of the Debtor's Premises which, in each such case, has not been repaired, restored or completed by the Auctioneer to the standard required pursuant to this Section 2.8 (the "Inspection").

(5) The Receiver and the Auctioneer shall request a written estimate from the consulting engineer of the costs required to rectify any damage or deficiencies identified by the Inspection and the Receiver and the Auctioneer, acting reasonably, shall agree on the portion of the Receiver's Reserve that will be required to pay such costs (the "Final Receiver's Reserve") and

such amount shall be left in the Reserve Account for such purpose. The difference between the Receiver's Reserve and the Final Receiver's Reserve, if any, shall forthwith be paid out of the Reserve Account to the Auctioneer.

(6) Without in any way limiting the Auctioneer's obligations under this Section 2.8, the costs and expenses required to rectify the damages or deficiencies identified during the Inspection shall first be paid from the Final Receiver's Reserve remaining in the Reserve Account.

(7) Upon the Receiver having been satisfied that the obligations of the Auctioneer under Section 2.8 have been fulfilled, any remaining portion of the Final Receiver's Reserve shall be released to the Auctioneer forthwith. For greater certainty, the Auctioneer acknowledges and agrees with the Receiver that all of the Auctioneer's obligations and liabilities under this Agreement and this Section 2.8 (including indemnity obligations) shall continue in full force and effect notwithstanding the release of any remaining balance of the Final Receiver's Reserve to the Auctioneer.

## **2.9 Expenses**

The Auctioneer shall be responsible for all costs and expenses incurred in connection with the Transaction save and except (a) garbage bins which shall be supplied and disposed of by the Receiver at its own cost, and (b) labour costs relating only to the removal of garbage from the Debtor's Premises which was present at the Debtor's Premises prior to the commencement of the Liquidation Period and removed prior to the Auction Date. The Auctioneer shall reimburse the Receiver to the extent that such expenses are incurred by the Auctioneer and paid by the Receiver and such amounts paid to the Receiver are in addition to and shall not reduce or otherwise affect the amount of the Net Minimum Guaranteed Amount or the Receiver's entitlement pursuant to Section 2.5.

## **2.10 Personnel**

The Auctioneer shall be responsible at its own cost for providing competent personnel to prepare for and perform all tasks relating to the Transaction. It is understood that the Receiver is not and will not in any event be an employer of any such personnel or liable to pay any amounts to or with respect to such personnel. The Receiver does not assume any responsibilities whatsoever with respect to the continuation of the employment of any existing employees of the Debtor (the "Employees") pursuant to this Section. In particular, the Receiver does not warrant or guarantee that the employment of any Employees can be continued for all or any part of the Liquidation Period.

## **2.11 Trade Names**

The Auctioneer shall be permitted and is hereby granted a non-exclusive, temporary licence to use the name "ACS Precision Components Partnership" and "AC Precision – Cambridge" and make reference to "Zeifman Partners Inc. as Receiver of ACS Precision Components Partnership" and to the receivership of the Debtor solely for the purposes of this Agreement and any advertising pursuant to Section 2.12 during the Liquidation Period. The

Auctioneer acknowledges that it is not acquiring any interest in or other rights to the Debtor's name or any trade-marks or other intellectual property of the Debtor.

## **2.12 Advertising**

The Auctioneer, at its own expense, shall advertise and otherwise promote the liquidation and auction of the Assets by all appropriate means, as approved by the Receiver, in order to give adequate exposure to the Assets to the maximum number of potential purchasers. All advertising is to be submitted to the Receiver and if the Receiver has not objected to the Auctioneer's proposed advertising within 24 hours after receipt of the Auctioneer's proposal, the Receiver will be deemed to have approved such advertising. The Auctioneer shall be responsible for paying all costs of advertising which costs shall be included in the expenses recoverable pursuant to Section 2.5 (1) (d).

## **2.13 Authorizations and Remittance of Taxes**

The Auctioneer shall be responsible for ensuring that all necessary governmental or other approvals, permits or authorizations are obtained in order to conduct its liquidation program in compliance with all applicable laws. In addition, the Auctioneer shall ensure that all applicable taxes and duties including, without limitation, Harmonized Sales Tax, Goods and Services Tax and provincial retail sales tax (collectively, the "Sales Taxes") are collected and remitted to the proper authorities when due. The Auctioneer agrees to indemnify and save the Receiver harmless from and against all claims for payment of the above-mentioned taxes including penalties and interest thereon and any liability or costs incurred as a result of any failure to pay such taxes when due and all claims arising out of any failure to obtain all necessary government or other approvals, permits or authorizations.

## **2.14 Insurance**

- (1) The Auctioneer will be responsible for arranging third-party liability insurance with respect to the Auctioneer's access to and use of the Debtor's Premises during the Liquidation Period and shall be responsible for the costs of such insurance. The third party liability insurance shall provide for not less than \$2,000,000 coverage per occurrence. The Auctioneer shall provide proof of such insurance to the Receiver at the commencement of the Liquidation Period.
- (2) The Receiver shall be responsible for arranging or maintaining insurance coverage to a minimum of \$2,000,000 against loss of or damage to the Assets and shall be responsible for the costs of such insurance until the earlier of (i) the date the Auctioneer has vacated the Debtor's Premises, and (ii) the expiry of the Liquidation Period
- (3) In the event that all or any material part of the Assets are destroyed or damaged by fire or other casualty or stolen at any time prior to the sale of such Assets, the insurance proceeds attributable to such damaged Assets shall be deemed to be the proceeds of the sale of such Assets for the purposes of this Agreement and, for greater certainty, shall be included for the purposes of distributing funds in accordance with Section 2.5. The Receiver and the Auctioneer agree not

to settle any insurance claim without the prior written consent of the other, such consent not to be unreasonably withheld.

#### **2.15 Extension of Credit**

In the event that the Auctioneer extends credit (other than by way of credit cards) to any purchaser, the Auctioneer will be responsible for all related credit risks and costs thereof.

#### **2.16 Extended Sales**

In the event there are any unsold Assets remaining at the end of the Liquidation Period, the Auctioneer shall, at its own cost, move such Assets to a location or locations to be agreed upon with the Receiver for subsequent sale and the proceeds (net of any Sales Taxes collected) shall be treated as sale proceeds in accordance with Section 2.5 hereof. Once the Auctioneer has paid to the Receiver the Net Minimum Guaranteed Amount, the Receiver may, at its option, transfer title in and to the unsold Assets to the Auctioneer should it appear that the threshold amounts referred to in Section 2.5(1)(c), (d) or (e) will not be achieved. The form of Bill of Sale to be delivered to the Auctioneer in the event that the Receiver exercises this option shall be agreed to between the Receiver and Auctioneer, acting reasonably.

#### **2.17 Movement of Assets**

The Auctioneer shall not remove any Assets from the Debtor's Premises prior to sale without the prior written consent of the Receiver, which consent shall not be unreasonably withheld. The Auctioneer agrees to indemnify, defend and hold the Indemnified Parties harmless from and against any losses, damages, costs or claims caused by or resulting from the removal or transportation of the Assets. The Auctioneer shall be responsible for the costs of any such move, including without limitation, any insurance, permit or licence costs.

#### **2.18 Right to Supplement**

The Receiver agrees that the Auctioneer may add other equipment and machinery (the "Supplemented Assets") to enhance the sale of the Assets, provided that the Auctioneer gives the Receiver not less than three Business Days written notice of its intention to do so with the Supplemented Assets clearly identified in such notice. The Auctioneer shall forthwith advise the Receiver if any changes are made to the listing of the Supplemented Assets in the notice. The Auctioneer agrees that the Supplemented Assets shall be of similar or better quality than the equivalent Assets. The Auctioneer shall be responsible for arranging and maintaining insurance coverage against loss or damage to the Supplemented Assets. The Auctioneer shall indemnify and hold the Receiver harmless from and against all claims or damages to the Debtor's Premises or the Assets as a result of the Supplemented Assets being brought onto or removed from, or located on, the Debtor's Premises.

## **SECTION 3 – REPRESENTATIONS AND WARRANTIES**

### **3.1 Representation and Warranty of the Receiver**

The Receiver represents and warrants to the Auctioneer that it has been duly appointed as the receiver and manager of the property, assets and undertaking of the Debtor pursuant to the Receivership Order and, subject to the granting of the Authorization and Approval Order, will have the right to enter into and carry out its obligations under this Agreement.

### **3.2 Representation and Warranty of the Auctioneer**

The Auctioneer represents and warrants to the Receiver that it has full right, power and authority to enter into and carry out its obligations under this Agreement and this Agreement has been duly and validly authorized, executed and delivered by the Auctioneer.

## **SECTION 4 – CONDITIONS**

### **4.1 Mutual Conditions**

The obligations of the Receiver and the Auctioneer are subject to the conditions that:

- (a) an order in form and substance acceptable to the Receiver and the Auctioneer each acting reasonably, shall have been made by the Court authorizing the Receiver to enter into this Agreement, and approving this Agreement and the Transaction (the “Authorization and Approval Order”); and
- (b) the Authorization and Approval Order shall not have been stayed, varied or vacated, and no order shall have been issued and no action or proceeding shall be pending to restrain or prohibit the completion of the Transaction.

If the conditions set out above are not satisfied (or have not been waived in writing by the Receiver and the Auctioneer as applicable), then this agreement shall be terminated without any penalty or liability whatsoever to the Receiver or the Auctioneer, other than the return of the Net Minimum Guaranteed Amount by the Receiver to the Auctioneer, but without cost or other compensation.

## **SECTION 5 – GENERAL**

### **5.1 Notices**

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery (in which case it shall be left with a responsible officer of the recipient) or by electronic communication addressed to the recipient as follows:

**in the case of the Receiver:**

**Zeifman Partners Inc.  
1 Toronto Street, Suite 910  
Toronto, Ontario  
M5C 2V6**

**Attention: Allan Rutman  
Telephone No.: 416.861.1487  
Facsimile No.: 416.256.4001  
Email: [arutman@zeifmans.ca](mailto:arutman@zeifmans.ca)**

**with a copy to:**

**Miller Thomson LLP  
One London Place  
255 Queens Avenue, Suite 2010  
London, Ontario  
N6A 5R8**

**Attention: Tony Van Klink  
Telephone No.: 519.931.3509  
Facsimile No.: 519.858.8511  
Email: [tvanklink@millerthomson.com](mailto:tvanklink@millerthomson.com)**

**in the case of the Auctioneer:**

**Infinity Asset Solutions Inc.  
63 Maplecrete Road  
Concord, Ontario  
L4K 1A5**

**Attention: Leslie Amoils  
Telephone No.: 905.669.8893  
Facsimile No.: 905.669.7512  
Email: [lamoils@infassets.com](mailto:lamoils@infassets.com)**

**Attention: Joshua Sugar  
Telephone No.: 905.669.8893  
Facsimile No.: 905.669.7512  
Email: [jsugar@infassets.com](mailto:jsugar@infassets.com)**

**or to such other address, individual or electronic communication number as may be designated by notice given by either party to the other. Any demand, notice or other communication shall be conclusively deemed to have been given, if given by personal delivery, on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if**



transmitted during normal business hours of the recipient on a Business Day and on the Business Day following the transmittal thereof if not so transmitted.

## **5.2 Arbitration**

If any dispute arises under this Agreement, such dispute may be determined, at the parties' option, by an arbitrator mutually acceptable to the parties. If the parties fail to agree on an arbitrator, either may, after such party has notified the other of such failure to agree, give notice to the other party that it wishes to submit the dispute to arbitration by a single arbitrator in accordance with the *Arbitration Act, 1991* of Ontario (the "Act"). The name of the arbitrator shall be proposed in such notice and if the other party is not agreeable to the proposed arbitrator, section 10 of the Act shall be applicable. The decision of the arbitrator which shall be final and binding on the parties, shall be made as soon as possible following his appointment. The fees and expenses of the arbitration shall be borne equally by the parties.

## **5.3 Time of Essence**

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Receiver and the Auctioneer or by their respective solicitors.

## **5.4 Currency**

All references herein to money amounts are in CAD currency.

## **5.5 Agreement Costs**

The parties agree to bear their own respective legal and other expenses for preparing, negotiating and executing this Agreement and any related documents.

## **5.6 Further Assurances**

Each party shall, at the other party's expense, from time to time execute and deliver, or cause to be executed and delivered, all such documents and instruments and do, or cause to be done, all such acts and things as the other party may, either before or after the Transaction, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

## **5.7 Obligations to Survive**

The obligations, representations and warranties of the parties hereto shall survive the completion of the Transaction.

## **5.8 Entire Agreement**

This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations and understandings. No amendment of this Agreement shall be binding unless in writing and signed by the parties. No

waiver by a party of any breach of this Agreement shall take effect or be binding upon the party unless it is in writing and signed by the party and, unless otherwise expressly stated therein, any such waiver shall be limited to the specific breach waived.

#### **5.9 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereby irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of Ontario.

#### **5.10 Benefit of Agreement**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that the Auctioneer shall not assign the benefit of this Agreement without the prior written consent of the Receiver.

#### **5.11 Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provisions validity or enforceability in any other jurisdiction.

#### **5.12 Capacity**

Zeifman Partners Inc. is acting solely in its capacity as Receiver and Manager of ACS Precision Components Partnership and shall have no corporate or personal liability under this Agreement or for any other matter whatsoever relating to the Transaction.

#### **5.13 Agency Relationship**

The Auctioneer acknowledges that it will not hold itself out as agent of the Receiver except as specifically provided for in this Agreement and that the Auctioneer's authority as agent for the Receiver is limited to the powers specifically provided for in this Agreement.

#### **5.14 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

#### **5.15 Facsimile Execution**

Receipt by facsimile transmission of an executed copy of this Agreement will be deemed to be receipt of an original.

**[SIGNATURE PAGE FOLLOWS]**

The parties have executed this Agreement.

**ZEIFMAN PARTNERS INC.**, in its capacity  
as Receiver and Manager of the property, assets  
and undertaking of ACS Precision Components  
Partnership and not in its personal capacity

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

Name: *Alan Zeifman*

Title: *MD. OAT*

**Infinity Asset Solutions Inc.**

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

Name: *Josiah Sugar*

Title: *Exec. V.P.*

**Schedule I.1(3) - Assets**

ACS Precision Components Partnership  
Fixed Assets for Proposals

	LOCATION	DESCRIPTION	SERIAL NUMBER	LABELLED	ACTUAL LOCATION	COUNTED
1	A3	AEC Witlock Additive Feeder	32K1046	12E		X
2	A3	1 Engel 450 ton 2shot (2002)	71215/450/02	13A		X
3	A3	1 Advantage Thermolator	86031	13B		X
4	A3	1 Mcguire Blender	B110446	13D		X
5	A3	Strelco Thermolator	99J5589	13E		X
6	A3	AEC Witlock Additive Feeder	32B0527	13F		X
7	A4	1 Engel 450 Ton 2 shot (2002)	71214/450/02	14A		X
8	A4	1 Mold Master Hot Runner	TMMZ03510478	14B	A13	X
9	A4	1 Thermal care/ Mayer Thermolator	RH-84652	14C		X
10	A4	EMI Conveyor	05-10173	14E		X
11	A4	Witlock Material Hopper	32B0530	14F		X
12	A4	Conveyor	23103D	14G		X
13	A4	AEC Witlock Additive Feeder	32K1047	13E		X
14	A5	1 Engel 600 Ton (1999)	0511	15A		X
15	A5	1 Mold Master Hot Runner	Sm022010	15B	B13	X
16	A5	1 Engel Robot Pick & Place	N/A	15C		X
17	A5	1 Mold Master Hot Runner	TMMZ04090529	15D		X
18	A5	1 Advantage Thermolator	25927	15E		X
19	A5	1 Advantage Thermolator	85947	15F		X
20	A5	Pick & Place	N/A	15G		X
21	A5	AEC Witlock Additive Feeder	N/A	15H		X
22	A6	1 Engel 600 Ton (1999)	0560	16A		X
23	A6	1 Pick & Place Robot Engel	N/A	16B		X
24	A6	1 Stelco Thermolator	30G5693	16C		X
25	A6	AEC Witlock Additive Feeder	34J0890	16D		X
26	A7	1 Engel 400 Ton (1999)	74090/053/99	17A		X
27	A7	1 Engel Pick & Place Robot	N/A	17B		X
28	A7	1 Advantage Thermolator	39198	17C		X
29	A7	1 Advantage Thermolator	82476	17D		X
30	A7	1 Novatec Hopper	2-1013-4884	17E		X
31	A7	1 Novatec Dryer	2-1013-2325	17F		X
32	A7	Rotating Bin	N/A	17G		X
33	A7	AEC Witlock Additive Feeder	N/A	17H		X
34	A8	1 Engel 500 Ton(2003) IMM	71533	18A		X
35	A8	1 AEC Dryer	34D0736	18C		X
36	A8	1 Pick & Place Engel Robot	N/A	18D		X
37	A8	1 Aquatherm Thermolator	N/A	18E		X
38	A8	Aquatherm Thermolator	3645012	19F		X
39	A8	DME Hot Runner	F029510	19G		X
40	A8	EMI Conveyor	N/A	19H		X
41	A8	AEC Witlock Additive Feeder	34D0739	18F		X
42	A9	1 Engel 300 Ton (2001) IMM	70936	19A		X
43	A9	1 Wittman Robot Pick & Place	CB5048	19B		X
44	A9	1 Temptek Grinder	5163 98	19C		X
45	A9	1 Thermal Care Thermolator	RH 86352	19D		X
46	A9	Aquatherm Thermolator	N/A	19E		X
47	A9	AEC Witlock Additive Feeder	31F0585	19I		X
48	A10	1 DME Hot Runner	FG 38299	20B	B13	X
49	A10	1 DME Hot Runner	F-5957	20D		X
50	A10	1 AEC Oil Thermolator	31K5657	20F		X
51	A10	Conveyor	N/A	20J		X
52	A10	AEC Witlock Additive Feeder	N/A	20R		X
53	A11	1 Engel 250 Ton (1999) IMM	9156	21A		X
54	A11	1 Gammflux	1002-22897-01	21B	B9	X
55	A11	1 Sterlco Thermolator	99K5523	21C		X
56	A11	Additive Feeder	N/A	21D		X
57	A12	1 Cincinnati 225 Ton IMM	T84A0100069	22A		X
58	A12	1 Mold Masters Hot Runner	Sm9847300	22B	B14	X
59	A12	1 Wittman Robot Pick and Place	99206065	22C		X
60	A12	1 Advantage Thermolator	27507	22D		X
61	A12	AEC Witlock Additive Feeder	N/A	22E		X
62	A13	1 Engel 200 Ton IMM (1995)	906-200.95	23A		X
63	A13	1 AEC Whitlock Dryer & Hopper	97M1184	23B		X

64	A13	1 Sterlco Thermolator	N/A	23C		X
65	A13	1 DRI-Air Dryer	D15074	23D	C7	X
66	A13	AEC Witlock Additive Feeder	35K1058	23E		X
67	B2	1 Cincinnati 330 Ton (1997) IMM	4070A02/97-7	25A		X
68	B2	1 Moditec Grinder	4824	25B		X
69	B2	1 Geiger Robot Picker	13329 0303 0031	25C		X
70	B2	1 Advantage Thermolator	76149	25D		X
71	B2	Husky Mold Warmer	0207-28600-01	25E		X
72	B2	AEC Witlock Additive Feeder	N/A	25F		X
73	B3	1 Cincinnati 300 Ton (1997)IMM	A98600582	26A		X
74	B3	1 Moditec Grinder	4823	26B	& A5	X
75	B3	Conveyor	N/A	26D		X
76	B3	AEC Witlock Additive Feeder	31F0587	26E		X
77	B4	1 Engel 300 Ton IMM (2000)	70436/200/00	27A		X
78	B4	1 Novatec Dryer & Hopper	2-1013-2329	27B		X
79	B4	1DME Hot Runner	Fc-36796	27C	B13	X
80	B4	1 advantage Thermolator	39196	27D		X
81	B4	1 PPE Robot Picker	N/A	27E		X
82	B4	AEC Witlock Additive Feeder	N/A	27F		X
83	B5	1 Engel 250 Ton IMM (1998)	8942-250-98	28A		X
84	B5	1 DME Hot Runner	N/A	28B		X
85	B5	1 DME Hot Runner	Fe 36178	28C		X
86	B5	1 Sterlco Thermolator	99M5254	28D	C9	X
87	B5	1 Robot Picker	32-01-06-011	28E		X
88	B5	Job Mate Drill	5559016	28F		X
89	B5	Novatec Additive Feeder	N/A	28G		X
90	B6	1 Cincinnati 225 Ton IMM	T84A0100017	29A		X
91	B6	1 Con Air Micro Thermolator	167267	29B	B7	X
92	B6	1 Thermal Care Thermolator	61286-02-04	29C		X
93	B6	Advantage Temp Control	83710	29D		X
94	B6	Advantage Temp Control	83709	29E		X
95	B6	ESAB Multi 260	MCJ23402	29F		X
96	B6	LARCO 2ton Hook w/ 4400 LB Frame	N/A	29G		X
97	B6	AEC Witlock Additive Feeder	N/A	29H		X
98	B7	1 Cincinnati 225 Ton IMM	T84A0100049	30A		X
99	B7	1 Gammaflux Hot Runner	1000-20887-01	30B	B12	X
100	B7	1 AEC Whitlock Dryer & Hopper	3260482	30C	A10	X
101	B7	1 Thermal care Thermolator	RH- 41730	30D	A10, &OP	X
102	B7	AEC Witlock Additive Feeder	N/A	30E		X
103	B9	1 Engel 200 Ton (2001)IMM	71046/200/01	32A		X
104	B9	1 DRI-Air Dryer	D15073	32B	C8	X
105	B9	1 Advantage Thermolator	83711	32C		X
106	B9	AEC Witlock Additive Feeder	N/A	32D		X
107	B10	1 Engel 300 Ton (2001) IMM	70753	33A		X
108	B10	1 VNA Pyne Dryer	183004.09-0599	33B		X
109	B10	1 Geiger Pick and Place Robot	21205 0502 0476	33C		X
110	B10	1 Advantage Thermolator	76583	33D	B3	X
111	B10	Crizaf Conveyor	CE1331	33E		X
112	B10	AEC Witlock Additive Feeder	3280529	33F		X
113	B11	1 Engel 250 Ton (1999) IMM	9457/250/99	34A		X
114	B11	1 VNA-DYN Dryer	210336.08-0601	34B		X
115	B11	1 Gammaflux Hot Runner	1000 20887-02	34C	A10	X
116	B11	1 Geican Pick & Place Robot	10065 9911 0154	34D		X
117	B11	1 Advantage Thermolator	85 880	34E		X
118	B11	Mold Master Thermolator	94414209	34F		X
119	B11	AEC Witlock Additive Feeder	33D554	34H		X
120	B12	1 Engel 200 Ton (1995) IMM	6905/200/95	35A		X
121	B12	1 MCS Hot Runner	N/A	35B		X
122	B12	1 Geiger Picker Robot	N/A	35C		X
123	B12	1 Advantage Thermolator	76580	35D		X
124	B12	AEC Witlock Additive Feeder	31K0496	35E		X
125	B13	1 Battlefeld 110 Ton (2002) IMM	25820	36A		X
126	B13	1 Battlefeld Robot Picker	27702	36C	B9	X
127	B13	MCS Hot Runner	N/A	36D		X
128	B13	DME Hot Runner	FC38659	36E		X
129	B13	PMI Thermolator	1030014103	36F		X
130	B13	Husky Hot Runner	575277	36G		X
131	B13	AEC Witlock Additive Feeder	N/A	36H		X
132	B14	1 Engel 100 Ton 1997 IMM	8411/100/97	37A		X

133	B14	1 AEC Dryer and Hopper	33E0473	37B	C4	X
134	B14	1 Rapid Grinder	260 1450	37C		X
135	B14	1 sterlco Thermolator	99K5519	37D	C7	X
136	B14	Dri Air Dryer / Hopper	D15076	37E		X
137	B14	AEC Witlock Additive Feeder	32K105A	37F		X
138	C1	1 Cincinnati 165 Ton	4064A05/98-7	38A		X
139	C1	1 Moditec Grinder	3809	38C		X
140	C1	1 Moditec Grinder	2808	38D	B1	X
141	C1	1 Assyldy Station	1371	38F		X
142	C1	Crizaf Conveyor	VE2645	38H		X
143	C1	Thermal Care	612860204	38I		X
144	C1	Micro Temp Thermolator	62839	38J		X
145	C1	Conair Thermolator	132099	38K		X
146	C1	Rotating Barel Tumbler	N/A	38L		X
147	C1	AEC Witlock Additive Feeder	N/A	38M		X
148	C2	1 Arborg 110 Ton IMM	175927	39A		X
149	C2	1 Gammaflux Hot Runner	1002-22897-02	39B		X
150	C2	1 Advantage Thermolator	76584	39C	B5	X
151	C2	1 Advantage Thermolator	76582	39D		X
152	C2	1 DRI- Air Dryer and Hopper	D15076	39E	B14	X
153	C2	AEC Witlock Additive Feeder	33D0555	39F		X
154	C3	1 Engel 100 Ton IMM (1999)	9577-100-99	40A		X
155	C3	1 Mold Master Hot Runner	5035728	40B	B6	X
156	C3	1 Advantage Thermolator	86236	40D		X
157	C3	AEC Witlock Additive Feeder	N/A	40E		X
158	C4	1 Engel 100 Ton IMM (2003)	71352/100/03	42A		X
159	C4	1 MCS Hot Runner	N/A	41B	A5	X
160	C4	1 Assyble Unit	85999	41C	OP	X
161	C4	1 AEC Dryer and Hopper	31K0495	41D		X
162	C4	1 PMI Thermolator	N/A	41E	B13	X
163	C4	AEC Witlock Additive Feeder	31A0308	41G		X
164	C5	1 Engel 100 Ton IMM (2003)	71352/100/03	42A		X
165	C5	1 Con Air Grinder	PA 2606240	42B	B13	X
166	C5	1 Robot Picker	N/A	42C		X
167	C5	1 AEC Dryer and Hopper	97m1181	42D	OP	X
168	C5	1 Advantage Thermolator	78151	42E	OP	X
169	C5	AEC Witlock Additive Feeder	N/A	42F		X
170	C6	1 Engel 100 Ton IMM	9579-100-99	43A		X
171	C6	1 Temptek grinder	3955 95	43B		X
172	C6	1 Advantage Thermolator	76148	43C	B8	X
173	C6	AEC Witlock Additive Feeder	31A0305	43D		X
174	C7	1 Battenfeld 88 Ton IMM	26271	44A		X
175	C7	1 DRI air Dryer and Hopper	3934A01	44B	C11	X
176	C7	1 Advantage Thermolator	83713	44C	B6	X
177	C7	1 VNA- DYN Dryer and Hopper	210326.01-0601	44E	A13	X
178	C7	1 Robot Picker	N/A	44F		X
179	C7	AEC Witlock Additive Feeder	N/A	44G		X
180	C8	1 Battenfeld 82 Ton IMM (2001)	25396	45A		X
181	C8	1 DME Hot Runner	N/A	45B	B13	X
182	C8	1 Moditec Grinder	545396	45C	B8	X
183	C8	1 Advantage Thermolator	76470	45D	C4	X
184	C9	1 Engel 55 Ton IMM 1994	26741	46A		X
185	C9	1 Advantage Thermolator	82483	46B	OP	X
186	C9	AEC Witlock Additive Feeder	31A0310	46C		X
187	C10	1 Engel 55 Ton IMM 1995	26734	47A		X
188	C10	1 Advantage Thermolator	85946	47B	B13	X
189	C10	AEC Witlock Additive Feeder	32G0483	47D		X
190	C11	AEC Witlock Additive Feeder	31A0306	48D		X
191	C12	1 Engel 55 Ton IMM (1994)	6312	49A		X
192	C12	1 DRI-Air Dryer and Hopper	D14889	49B	B9	X
193	C12	1 sterlco Thermolator	99C5593	49C		X
194	C12	AEC Witlock Additive Feeder	31A0311	49D		X
195	C13	1 Engel 300 Ton Vertical IMM (2003)	71545/300/03	50A		X
196	C13	1 Moditec Grinder	6164	50B		X
197	C13	1 Advantage Thermolator	82484	50C	C11	X
198	C13	AEC Witlock Additive Feeder	97M1286	50D		X
199	C14	1 Engel 225 Vertical IMM	7159/250/94	51A		X
200	C14	AEC Witlock Additive Feeder	32K1051	51B		X
201	D1	1 Engel 200 Ton Vertical IMM	8644-200/99	52A		X

202	D1	1 Moditec Grinder	4822	52B	C10	X
203	D1	1 DME Hot Runner	N/A	52C	C3	X
204	D1	Sonic & Materials Sonic Welder	N/A	52D		X
205	D1	Branson 900 Series Sonic Welder	N/A	52E		X
206	D1	Reclaiming Press - Sector Gear	N/A	52F		X
207	D1	AEC Witlock Additive Feeder	N/A	52G		X
208	D2	AEC Witlock Additive Feeder	N/A	53D		X
209	D4	1 Engel 125 Ton Vertical IMM	8645-125/98	55A		X
210	D4	1 AEC Dryer and Hopper	33E0475	55B		X
211	D4	1 Advantage Thermolator	28829	55C	OP	X
212	D4	1 DRI- Air Dryer	D14373	55D		X
213	D4	AEC Witlock Additive Feeder	N/A	55E		X
214	D5	1 Engel 85 Ton Vertical IMM	71248/85/02	56A		X
215	D5	1 Advantage Thermolator	76489	56B	D9	X
216	D5	1 Colormate Additive Feeder	N/A	56C		X
217	D6	1 Engel 85 Ton Vertical IMM	7183/85/95	57A		X
218	D6	1 Colormate Additive Feeder	N/A	57B		X
219	D6	1 Aquathem Thermolator	RA49704	57C	C6	X
220	D7	AEC Witlock Additive Feeder	3180309	58F		X
221	D7	Super Lift 2000 Lbs	1041	58D		X
222	D7	1 Engel 85 Ton Vertical (1995) IMM	6524-85-95	58A		X
223	D7	1 UNA-DYN Dryer & Hopper	UDC-3092227	58B	C3	X
224	D7	1 Advantage Thermolator	82476	58C	B9	X
225	D8	AEC Witlock Additive Feeder	N/A	59F		X
226	D9	1 Engel 85 Ton Vertical (1994) IMM	6215-085-94	60A		X
227	D9	1 Moditec Grinder	6163	60B	C13	X
228	D9	1 advantage Thermolator	27509	60C	B14	X
229	D9	AEC Witlock Additive Feeder	N/A	60D		X
230	D10	1 Engel 200 Ton Vertical (1999) IMM	9395-200-99	61A		X
231	D10	1 Gammaflux Hot Runner	1002-22897-04	61B	B12	X
232	D10	1 Maguiare Blender	N/A	61C		X
233	D10	1 modite Grinder	5832	61D		X
234	D10	1 Advantage Thermolator	82486	61E		X
235	D10	Additive Feeder	N/A	61F		X
236	D11	1 Engel 200 Ton Vertical (2002) IMM	71252/200/02	62A		X
237	D11	1 Advantage Thermolator	85236	62B	D1	X
238	D11	1 Novatec Dryer & Hopper	2-0948-2311	62C		X
239	D11	AEC Witlock Additive Feeder	31A0312	62D		X
240	E1	1 Battenfeld (2003) 3.8 Ton IMM	27341	10A		X
241	E1	1 Con air Grinder Rapid	260.1445	10B	E7	X
242	E1	1 Con Air Micro Thermolator	47857	10C		X
243	E1	1 Dri-Air Dryer	D14491	10D	C12	X
244	E1	Power Fist 2 Ton Lift	8002097	10E		X
245	E1	Conair Grinder	2406193	10F		X
246	E2	Conari Grinder	CR611	9C		X
247	E2	1 Battenfeld (1998) 28 Ton IMM	PLZ591821405	9A		X
248	E2	1 Con Air Micro Thermolator	53114	9B	E10	X
249	E3	1 Battenfeld (2003) 38 Ton IMM	27280	8A		X
250	E3	1 Con Air Grinder Rapid	260.5373	8B	E1	X
251	E3	1 Con Air Micro Thermolator	47866	8C	E7	X
252	E3	1 Dri-Air Dryer	D14 372	8D		X
253	E4	Battenfeld (1998) 28 TonIMM	PLZ5918821406	7A	E4	X
254	E4	1 Micro Con Air Thermolator	53117	7B	E1	X
255	E4	1 DRI-air Dryer	D14750	7C	C5	X
256	E5	1 Battenfeld (2003) 38 Ton IMM	27035	6A		X
257	E5	1 Con Air Grinder Rapid	41520.1	6B	E1	X
258	E5	1 Con Air Micro Thermolator	53121	6C		X
259	E5	1 Dri-Air Dryer	D14753	6D	E2	X
260	E6	1 Battenfeld (1998) 38 Ton IMM	PL3595172953	5A	E6	X
261	E6	1 Conair Micro Thermolator	62834	5B		X
262	E6	1 DME	FC-38178	5C	A3	X
263	E7	1 Battenfeld (2002) 38 Ton IMM	25956	3A		X
264	E7	1 Con Air Grinder Rapid	2601143	3B	E1	X
265	E7	1 Con Air Micro Thermolator	47855	3C		X
266	E7	1 Dry Air Dryer	D13028	3D	C9	X
267	E7	Rotating Barel Tumbler	15754	3E		X
268	E8	1 Battenfeld (2002) 38 Ton IMM	PL35919821411	4A		X
269	E8	1 Con Air Grinder Rapid	RA260-5410	4B	E7	X
270	E8	1 DME Hot Runner	FC-12343	4D	B14	X



271	E9	1 Battenfeld (2003) 38 Ton IMM	27345	2A		X
272	E9	1 Con Air Grinder Rapid	2601457	2B	C12&E7	X
273	E9	1 Con Air Micro Thermolator	6283838	2C		X
274	E10	1 Battenfeld (2002) 38 Ton IMM	25599	1A	E10	X
275	E10	1 Con air Grinder Rapid	2601449	1B	E1	X
276	E10	1 Con Air Micro Thermolator	132100	1C	C1	X
277	F	Dri Air 5 Container Material Hopper	N/A	F1		X
278	F	Dri Air 3 Container Material Hopper	N/A	F2		X
279	F	Dri Air 3 Container Material Hopper	6161702	F3		X
280	F	Conveyor Belt	STV1206H03711101	F4		X
281	F	Siemens PPQ 600 Volt 800 AMP	N/A	F5		X
282	F	Con Air Thermolator	48920	F6		X
283	F	Con Air Thermolator	39829	F7		X
284	F	Con Air Thermolator	96L085	F8		X
285	F	Con Air Thermolator	62837	F9		X
286	F	Con Air Thermolator	62835	F10		X
287	F	Con Air Thermolator	140271	F11		X
288	F	600 Volt Moditec Grinder	4372	F12		X
289	F	Techquip Air Compressor	N/A	F13		X
290	F	Dri Air 5 Container Dryer	N/A	F14		X
291	F	AEC	36A0495	F15		X
292	F	Dri Air Dryer	D11719	F16		X
293	F	Dri Air Dryer	D11717	F17		X
294	F	Dri Air Dryer	D11715	F18		X
295	F	Dri Air Dryer	D8616	F19		X
296	F	Dri Air Dryer	D11029	F20		X
297	F	Dri Air Dryer	3934A01-98-29	F21		X
298	F	EMI Conveyor Belt	510172	F22		X
299	F	Granutec Grinder	10891257	F23		X
300	F	Thermal Care/ Mayer	RH41830	F24		X
301	F	Whitlock Filter Chamber	31F0435	F25		X
302	F	Drum Lift / Handler	1003	F26		X
303	F	Robot Arm 1	N/A	F27		X
304	F	Robot Arm 2	N/A	F28		X
305	F	Dri Air Dryer	D11523	F29		X
306	F	Dri Air Dryer	D8880	F30		X
307	F	Dri Air Dryer	D10018	F31		X
308	F	Dri Air Dryer	D11716	F32		X
309	F	Dri Air Dryer	D10G43	F33		X
310	F	Dri Air Dryer	D11522	F34		X
311	F	Dri Air Dryer	D11521	F35		X
312	F	Dri Air Dryer	D10642	F36		X
313	F	Dri Air Dryer	D11714	F37		X
314	F	Advantage Thermolator	82479	F38		X
315	F	Thermal Care Thermolator	87280109710	F39		X
316	F	AEC Thermolator	86923	F40		X
317	F	Mastercraft Water System Tank	905131	F41		X
318	F	Strelco Controller	99J5591	F42		X
319	F	AEC Thermolator	30M5597	F43		X
320	F	AEC Thermolator	30M5598	F44		X
321	F	Tempotec Grinder	475297	F45		X
322	F	Tempotec Grinder	475397	F46		X
323	F	Dri Air Dryer	D12637	F47		X
324	F	Arid X Dryer	D10333	F48		X
325	F	Dri Air Dryer	D11030	F49		X
326	F	Tempotec Grinder	M3980503739	F50		X
327	F	Moditec Grinder	43101	F51		X
328	F	Conair Grinder	RA248.6239	F52		X
329	F	Rapid Grinder	261459	F53		X
330	F	Rapid Grinder	261446	F54		X
331	F	Conair Grinder	RA260.549581	F55		X
332	F	Rapid Grinder	2601731	F56		X
333	F	Rapid Grinder	41520.2	F57		X
334	F	Rapid Grinder	2601458	F58		X
335	F	Conair Grinder	265528	F59		X
336	F	Rapid Grinder	2601343	F60		X
337	F	Conair Grinder	RA260.5413	F61		X
338	F	Rapid Grinder	2601157	F62		X
339	F	Siemens' Electrical Panel	AECAS1U009	F64		X

340	F	Hot Runner	SM0200000020	F65		X
341	F	Hot Runner	O6981849801	F66		X
342	F	Hot Runner	O1961610301	F67		X
343	F	Delta Power Centre	DD0285X	F68		X
344	F	Crimping Press	C057614	F69		X
345	F	Rapid Grinder	41520.3	F63		X
346	F	Shelf Racking Unit	N/A	F64		X
347	F	Shelf Racking Unit	N/A	F65		X
348	F	Shelf Racking Unit	N/A	F66		X
349	F	Shelf Racking Unit	N/A	F67		X
350	G1	Shelf Racking Unit	N/A	500		X
351	G2	Shelf Racking Unit	N/A	501		X
352	G3	Shelf Racking Unit	N/A	502		X
353	G4	Shelf Racking Unit	N/A	503		X
354	G5	Shelf Racking Unit	N/A	504		X
355	G6	Shelf Racking Unit	N/A	505		X
356	G7	Shelf Racking Unit	N/A	506		X
357	G8	Shelf Racking Unit	N/A	507		X
358	G9	Shelf Racking Unit	N/A	508		X
359	G10	Shelf Racking Unit	N/A	509		X
360	G11	Shelf Racking Unit	N/A	510		X
361	G12	Shelf Racking Unit	N/A	511		X
362	H1	Shelf Racking Unit	N/A	512		X
363	H2	Shelf Racking Unit	N/A	513		X
364	H3	Shelf Racking Unit	N/A	514		X
365	H4	Shelf Racking Unit	N/A	515		X
366	H5	Shelf Racking Unit	N/A	516		X
367	H6	Shelf Racking Unit	N/A	517		X
368	H7	Shelf Racking Unit	N/A	518		X
369	H8	Shelf Racking Unit	N/A	519		X
370	H9	Shelf Racking Unit	N/A	520		X
371	H10	Shelf Racking Unit	N/A	521		X
372	H11	Shelf Racking Unit	N/A	522		X
373	H12	Shelf Racking Unit	N/A	523		X
374	I1	Shelf Racking Unit	N/A	524		X
375	I2	Shelf Racking Unit	N/A	525		X
376	I3	Shelf Racking Unit	N/A	526		X
377	I4	Shelf Racking Unit	N/A	527		X
378	I5	Shelf Racking Unit	N/A	528		X
379	I6	Shelf Racking Unit	N/A	529		X
380	I7	Shelf Racking Unit	N/A	530		X
381	I8	Shelf Racking Unit	N/A	531		X
382	I9	Shelf Racking Unit	N/A	532		X
383	I10	Shelf Racking Unit	N/A	533		X
384	I11	Shelf Racking Unit	N/A	534		X
385	I12	Shelf Racking Unit	N/A	535		X
386	J1	Shelf Racking Unit	N/A	536		X
387	J2	Shelf Racking Unit	N/A	537		X
388	J3	Shelf Racking Unit	N/A	538		X
389	J4	Shelf Racking Unit	N/A	539		X
390	J5	Shelf Racking Unit	N/A	540		X
391	J6	Shelf Racking Unit	N/A	541		X
392	J7	Shelf Racking Unit	N/A	542		X
393	J8	Shelf Racking Unit	N/A	543		X
394	J9	Shelf Racking Unit	N/A	544		X
395	J10	Shelf Racking Unit	N/A	545		X
396	J11	Shelf Racking Unit	N/A	546		X
397	J12	Shelf Racking Unit	N/A	547		X
398	MISC	Rolling Stairs for Shelf Units	N/A	548		X
	MISC	MISC				
399	MISC	1 Mahaffy pags 1500 lbs electric die lift	3529	63	OP	X
400	MISC	1 Atlas copco (2000) GA 75 100 hp rotary air comp	A11-469724	64	OP	X
401	MISC	1 Atlas Copco (1997) GA 37 50 hp rotary air comp	A11-326113	65	OP	X
402	MISC	1 Deftech (1997)P230A air Dryer	97cPA1342	66	OP	X
403	MISC	Whitlock VTP 5.5hp vacuum pump	97M1206	67A	OP	X
404	MISC	Whitlock VTP 5.5hp vacuum pump	97M1201	67B	OP	X
405	MISC	Whitlock VTP 5.5hp vacuum pump	97M1205	67C	OP	X
406	MISC	Whitlock VTP 5.5hp vacuum pump	97M1208	67E	OP	X
407	MISC	Whitlock VTP 5.5hp vacuum pump	97M1209	67F	OP	X

408	MISC	Whitlock VTP 5.5hp vacuum pump	97M1210	67G	OP	X
409	MISC	Whitlock VTP 5.5hp vacuum pump	34A0054	67H	OP	X
410	MISC	Whitlock VTP 5.5hp vacuum pump	31F0432	67I	OP	X
411	MISC	1 Berg TT-766-1(30) X2(60) Tower Tank Set	W00678B-EC1-0401	68	OP	X
412	MISC	1 Berg W2-50 211 Chiller	W006678F-AE1-040169	69	A5 & OP	X
413	MISC	1 Nedermann (1998) 600441 Fume Extractor	535	74	OP	X
414	MISC	1 Portable Berg Floor Washer	V01652C.AB1.08 05	70		X
415	MISC	1 Ez Rider Floor Washer	10027038	71	OP	X
416	MISC	1 Sky-Jack	707849	72	OP	X
417	MISC	1 Metal Cutting Band Saw	7107559	73	OP	X
418	MISC	1 AEC Dryer Hopper	97M1185	75	A13	X
419	MISC	1 Wulftec Rapper For Skids	0799-4800	78	OP	X
420	MISC	1 Weight Scale N/A	N/A	77	OP	X
421	MISC	1 Caterpillar 5-50 Fork Lift Pilo Pane	4EM05061	79		X
422	MISC	1 Caterpillar Electric 30 Lift	A2EC160951	80		X
423	MISC	1 Caterpillar Electric 30 Lift	A2EC160956	81		X
424	MISC	1 Cone-Pull Unit	R36846	82	A13	X
	QA	Quality Area				
425	QA	RYOBI Saw	J022138709	400		X
426	QA	MAHR Perthometer MI - Surface Analyzer	6240251	402		X
427	QA	ROI Ram Optical Instrumentation	N/A	403		X
428	QA	ROI Ram Optical Instrumentation Auto Check	QVA1208	404		X
429	QA	Data Stars LED Illuminator	VCT1108	405		X
430	QA	HB400 Starrett Sigma Optical Comparator	4766	406		X
431	QA	Mahr 898B Flank Tester	39125	407		X
432	QA	Ball Extraction Force Test	N/A	408		X
433	QA	IMADA Force Tester	150446	410		X
434	QA	Frank Cox Granite Table	N/A	412		X
435	QA	Frank Cox Granite Table	N/A	413		X
436	QA	Shelf Unit	N/A	414		X
437	QA	Skid - 25 Scales	N/A	415		X
438	QA	35 Calipers	N/A	416		X
439	QA	10 Micrometers	N/A	417		X
440	QA	6 Torque Testers	N/A	418		X
441	QA	2 Outside Micrometer Calipers	N/A	419		X
442	QA	21 Dial Indicators	N/A	420		X
443	QA	15 Digital Indicators	N/A	421		X
444	QA	4 Digital Force Gauges	N/A	422		X
445	QA	1 Humidit Caliber Kit	N/A	423		X
446	QA	1 Digital Indicator	N/A	424		X
447	QA	1 Force Gauge	N/A	425		X
448	QA	1 Gear Mic	N/A	426		X
449	QA	1 Durometer	N/A	427		X
450	QA	1 Pyrometer	N/A	428		X
451	QA	1 Perthmeter	N/A	429		X
452	QA	1 Torque Watch	N/A	430		X
453	QA	1 Torque Gauge	N/A	431		X
454	QA	2 Sets Parallels	N/A	432		X
455	QA	1 Gauge Box	N/A	433		X
456	QA	.051-.500 Pin Set	N/A	434		X
457	QA	.011-.060 Pin Set	N/A	435		X
458	QA	.061-.250 Pin Set	N/A	436		X
459	QA	1.53-7.71 Pin Set	N/A	437		X
460	QA	1.52-7.70 Pin Set	N/A	438		X
461	QA	12.72-15.30 Pin Set	N/A	439		X
462	QA	5.01-6.25 Pin Set	N/A	440		X
463	QA	.061-.250 Pin Set	N/A	441		X
464	QA	7.72-12.70 Pin Set	N/A	442		X
465	QA	7.73-12.71 Pin Set	N/A	443		X
466	QA	251-500 Pin Set	N/A	444		X
467	QA	1.52-7.70 Pin Set	N/A	445		X
468	QA	6.36-7.50 Pin Set	N/A	446		X
469	QA	12.73-15.31 Pin Set	N/A	447		X
470	QA	.061-.250 Pin Set	N/A	448		X
471	QA	.251-.500 Pin Set	N/A	449		X
472	QA	.011-.060 Pin Set	N/A	450		X
473	QA	.23-1.51 Pin Set	N/A	451		X
474	QA	.22-1.50 Pin Set	N/A	452		X
475	QA	.011-.060 Pin Set	N/A	453		X

476	QA	.001 GBM Set	N/A	454		X
477	QA	501-625 Pin Set	N/A	456		X
478	QA	501-625 Pin Set	N/A	457		X
479	QA	7.72-12.70 Pin Set	N/A	458		X
480	QA	7.73-12.71 Pin Set	N/A	459		X
481	QA	7.72-12.70 Pin Set	N/A	460		X
482	QA	1.52-7.70 Pin Set	N/A	461		X
483	QA	1.53-7.71 Pin Set	N/A	462		X
	TR	<b>TOOL ROOM</b>				
484	TR	1 Blue Giant Mold Lift	13253	83		X
485	TR	1 Agie Edm	AFVIPM-004216	84		X
486	TR	1 Charmilles Roborm Edm	25503	85		X
487	TR	1 DME Hot Runner	FC36796B	87		X
488	TR	1 Charmilles Robo Form 20 Edm	210349	86		X
489	TR	1 Surface Grinder Chevalier	A3838018	88		X
490	TR	1 Harig Surface Grinder	C05	89		X
491	TR	1 First Milling Machine	90926424	90		X
492	TR	1 First Milling Machine	N/A	91		X
493	TR	1 Harrison Lathe	N/A	92		X
494	TR	1 Enerpac Press	N/A	93		X
495	TR	1 Baldor Grinder Buffer	PO20909769	94		X
496	TR	1 Band Saw (Caw Saw)	2738	95		X
497	TR	1 Rukwell Hardness Tester	1141	96		X
498	TR	1 Safety Kleen Solvent Tank	3441236	97		X
499	TR	1 Baldor Grinder Buffer	305G608-1430	98		X
500	TR	1 Disk Grinder Upright	N/A	99		X
501	TR	1 Clean Tank	HOMG-5028-410	100		X
502	TR	1 Precision Honing Machine	11371	101		X
503	TR	1 Starrett Optical	51066	102		X
504	TR	1 Mitutoyo Graplate	5053-399-3	103		X
	OP	<b>Outer Perimeter of Shop Floor</b>				
505	OP	Caterpillar Fork Lift Propane	AT3506567	104		X
506	OP	Sentra Temp Control	27506	105		X
507	OP	Crizaf Conveyor Belt	611335.2	106		X
508	OP	Aquatherm	N/A	107		X
509	OP	Autotherm 1	N/A	108		X
510	OP	Autotherm 1	N/A	109		X
511	OP	Advantage Temp Controller	28828	110		X
512	OP	Aquatherm	16280029812	111		X
513	OP	Marathon Grinder	N/A	112		X
514	OP	Moditec Grinder	N/A	113		X
515	OP	Conair Grinder	RA260.54958.3	114		X
516	OP	Moditec Grinder	N/A	115		X
517	OP	Granutec Grinder	3-00-356-7	116		X
518	OP	Rapid Grinder	2501452	117		X
519	OP	Strelco Controller	99c2289	118		X
520	OP	Crown Automated Feeder	O85990209	71		X
521	OP	Pick and Place Automation Allen Brady	N/A	73		X
522	OP	EOA Robot	N/A	74		X
523	OP	Mold Master Hot Runner	762009	75		X
524	OP	MSI Controls System III	960508	76		X
525	OP	Husky Hot Runner	O40728642-01	77		X
526	OP	Moditec Grinder	3808	39D		X
527	OP	Crizaf Conveyor	612401.1	78		X
528	OP	Husky Tip Controller Hold Heater	59515416	79		X
529	OP	Berg Chiller	W01375A-ABI-0404	80		X
530	OP	Crizaf Conveyor	6124012	81		X
531	OP	Aquatherm Thermolator	N/A	82		X
532	OP	Oiltherm	B011173	83		X
533	OP	Mold Maker Hot Runner	SM0037229	84		X
534	OP	Thermal Care	87280099710	85		X
535	OP	Oiltherm 535	N/A	86		X
536	OP	AEC Material Dryer	3400737	119		X
537	OP	Presto Lift/Cart	145722	120		X
538	OP	EZRetrieve Shelf Unit	N/A	121		X
539	OP	EZRetrieve Shelf Unit	N/A	122		X
540	OP	EZRetrieve Shelf Unit	N/A	123		X
541	OP	Engle Robot (Crated)	N/A	124		X
	777 WH	<b>WAREHOUSE - 777 Laurel Street</b>				

542	777 WH	1 AEC Oil Thermolator	N/A	1		X
543	777 WH	1 UNA Dyn Dryer & Hopper	5992104-R93	2	&A3	X
544	777 WH	1 UNA Dyn Dryer & Hopper	110169.04.0593	3		X
545	777 WH	1 Moditec Grinder	4039	4		X
546	777 WH	1 Geiger Assembly Unit	24313	5		X
547	777 WH	1 Maguire Blender For Material	N/A	6		X
548	777 WH	Maguire Additive Cone	N/A	6A		X
549	777 WH	Misc Machine	N/A	6B		X
550	777 WH	IMS Plastics	N/A	6C		X
551	777 WH	1 UNA Dyn Dryer	153055.01-1196	7		X
552	777 WH	1 Cincinnati 55 Ton Imm (2003)	A983PO276	8		X
553	777 WH	1 Engel 55 Ton Imm 1992	5123-055-92	9		X
554	777 WH	1 Vacuum Engineering Machine (2003)	MCB 966	10		X
555	777 WH	1 Vacuum Engineering Machine (2003)	MCB 955	11		X
556	777 WH	1 Sterlco Thermolator	N/A	12		X
557	777 WH	1 Thermal Care Thermolator	11022069806	13		X
558	777 WH	1 Thermal Care Oil Thermolator	6165049708	14		X
559	777 WH	1 Gammaflux Hot Runner	E9013-17004	15		X
560	777 WH	1 Qpc Thermolator	399 507	16		X
561	777 WH	1 Qpc Thermolator	399 50 8	17		X
562	777 WH	1 Conair Micro Thermolator	N/A	18		X
563	777 WH	1 Aquatherm Thermolator	N/A	19		X
564	777 WH	1 Aquatherm Thermolator	N/A	20		X
565	777 WH	1 Mokow Thermolator	N/A	21		X
566	777 WH	1 Con-Air Micro Thermolator	96L086	22		X
567	777 WH	1 ATS Automation	N/A	23	&A5	X
568	777 WH	1 Super Shotboy Deflashing System	1/27/1998	24		X
569	777 WH	1 55 Ton Engel Vertical Imm	6226-055-94	25		X
570	777 WH	1 Battenfeld 28 Ton Imm (1997)	PL25918821403	26		X
571	777 WH	1 Battenfeld 28 Ton Imm (1997)	PL25908719674	27		X
572	777 WH	1 Battenfeld 28 Ton Imm (1997)	PL25930720298	28		X
573	777 WH	1 Battenfeld 28 Ton Imm (1998)	PL25912821994	29		X
574	777 WH	1 Battenfeld 28 Ton Imm (1998)	PL25912821992	30		X
575	777 WH	1 Battenfeld 28 Ton Imm (1997)	PL25936720378	31		X
576	777 WH	1 Cincinnati 17 Ton Imm (1997)	4074A3/97-18	32		X
577	777 WH	1 Cincinnati 17 Ton Imm (1997)	4074A0397-19	33		X
578	777 WH	1 Battenfeld 38 Ton Imm (No Controller)	25564	34		X
579	777 WH	1 Battenfeld 38 Ton Imm (1997)	PL 35945720767	35		X
580	777 WH	1 Battenfeld 28 Ton Imm (1997)	PL25949619354	36		X
581	777 WH	1 Battenfeld 38 Ton Imm (1997)	PL35925720050	37		X
582	777 WH	1 Battenfeld 28 Ton Imm (1997)	PL25908719670	38		X
583	777 WH	1 Battenfeld 38 Ton Imm (1998)	PL35951720950	39		X
584	777 WH	1 Battenfeld 38 Ton Imm (1998)	PL25912821293	40		X
585	777 WH	1 Battenfeld 28 Ton Imm (1997)	PL25936720379	41		X
586	777 WH	1 Cincinnati 33 Ton Imm (1997)	406A03/97-37	42		X
587	777 WH	1 Engel 35 Ton Imm (1995)	27476-95	43		X
588	777 WH	1 Hamilton Dryer & Two Hoppers	202316.01-100	44		X
589	777 WH	1 AEC Dryer & Hopper	N/A	45		X
590	777 WH	1 AEC Dryer & Hopper	97M1182	46		X
591	777 WH	1 AEC Dryer & Hopper	N/A	47		X
592	777 WH	1 AEC Dryer & Hopper	N/A	48		X
593	777 WH	1 AEC Dryer & Hopper	N/A	49		X
594	777 WH	1 AEC Dryer & Hopper	N/A	50		X
595	777 WH	1 AEC Dryer & Hopper	N/A	51		X
596	777 WH	1 AEC Dryer & Hopper	N/A	52		X
597	777 WH	1 UNA-Dyn Dryer & Hopper	110169	53		X
598	777 WH	1 Storch Metal Conveyor	40472	54		X
599	777 WH	1 Metal Conveyor	N/A	55		X
600	777 WH	1 MSI Hot Runner	980829	56		X
601	777 WH	1 CS2 Oven	20133676	57		X
602	777 WH	1 Nr Murphy Filtration Unit	N/A	58		X
603	777 WH	1 Carqocain Dehumidifier	N/A	59		X
604	777 WH	2 Solid Cone Hoppers	2502023160	59A		X
605	777 WH	1 Wittman Robot Pick & Place	141	60		X
606	777 WH	1 Temp Mast Hot Runner	N/A	61		X
607	777 WH	1 Temp Mast Hot Runner	N/A	62		X
608	777 WH	1 Thermal Shock Chamber	301-L-M	63		X
609	777 WH	1 Optical Gauge (Avant)	AV4001268	64		X
610	777 WH	1 Kinefac Mill Machine	N/A	65		X

611	777 WH	1 Kinefac Mill Machine	N/A	66		X
612	777 WH	1 Novatec Dryer & Hopper	10A1181-0132	67		X
613	777 WH	1 BAC Tower Unit	97800634	68		X
614	777 WH	1 BAC Tower Unit	N/A	69		X
615	777 WH	large Industrial Vacuum	7152	69A		X
616	777 WH	1 Eliminator	AAAA0705020150	70		X
617	777 WH	1 BAC Tower Unit	86-1195C	71		X
618	777 WH	Large Material Hoppers	N/A	71A		X
619	777 WH	Large Material Hoppers	N/A	71B		X
620	777 WH	Large Material Hoppers	N/A	71C		X
621	777 WH	Large Material Hoppers	N/A	71D		X
622	777 WH	1 Wittman Robot Pick & Place	528	72		X
623	777 WH	1 ATS Radial Adaptor Test Cell	N/A	73		X
624	777 WH	1 M-Tek Blender	19944	74		X
625	777 WH	1 M-Tek Blender	18943	75		X
626	777 WH	1 Chiller	9988301A97L	76		X
627	777 WH	1 Tigfar Metal Conveyor	S-3661	77		X
628	777 WH	Misc Automation Cell	N/A	77A		X
629	777 WH	1 Moditec Grinder	4320	78		X
630	777 WH	1 EZ Trieve Mold Rach	N/A	79		X
631	777 WH	1 First Milling Machine	70884830	80		X
632	777 WH	Modular Hopper	MH15092300	100		X
633	777 WH	Modular Hopper	123459-05-02-0794	101		X
634	777 WH	Modular Hopper	MH10092151	103		X
635	777 WH	Skid - 3 Thermolators	N/A	104		X
636	777 WH	Advantage Thermolator	N/A	105		X
637	777 WH	Advantage Thermolator	N/A	106		X
638	777 WH	Advantage Thermolator	N/A	106A		X
639	777 WH	Skid - 3 Thermolators	N/A	109		X
640	777 WH	Lift/Platform	N/A	114		X
641	777 WH	7 Process Equipment Bins	N/A	120		X
642	777 WH	Skid Conveyor Mast	N/A	122		X
643	777 WH	Skid Shelf Mesh	N/A	123		X
644	777 WH	Conveyor	N/A	124		X
645	777 WH	Bumber Bars	N/A	127		X
646	777 WH	Electrical Panel	N/A	131		X
647	777 WH	ATS Electrical Panel	900	138		X
648	777 WH	Cart with Connectors	N/A	149		X
649	777 WH	Press	N/A	150		X
650	777 WH	Arbur & Barrel	N/A	151		X
651	777 WH	Large Electrical Panel	2487	153		X
652	777 WH	LepeL Large Vacuum	A52531-42	157		X
<b>244 WH WAREHOUSE - 244 Montrose</b>						
653	244 WH	Material bins x 5	N/A	201		X
654	244 WH	Plastic Process Equipment bins x 9	N/A	202		X
655	244 WH	Conair Grinder	260.5542	203		X
656	244 WH	Rapid Grinder	260.696	204		X
657	244 WH	Conair Grinder	260.5374	205		X
658	244 WH	Conair Grinder	RA260.54958.2	206		X
659	244 WH	Sterlco Temp Control	97A5393	207		X
660	244 WH	Sterlco Temp Control	95L5389	208		X
661	244 WH	Sterlco Temp Control	98B5312	209		X
662	244 WH	AEC True Temp Series	31K5658	210		X
663	244 WH	Regal Oil Temp Controller	76069	212		X
664	244 WH	Regal Oil Temp Controller	39239	213		X
665	244 WH	Regal Oil Temp Controller	37160	214		X
666	244 WH	Regal Oil Temp Controller	35570	215		X
667	244 WH	Neslab Cool Flow	N/A	216		X
668	244 WH	TCM Thermolator	R0-42062	217		X
669	244 WH	Moldvac System 10000	MV1006A06	218		X
670	244 WH	Moldvac System 10000	MV1004A26	219		X
671	244 WH	Advantage Temp Controller	34336	220		X
672	244 WH	Texatherm heat transfer oil	127802-T	222A		X
673	244 WH	Micro Tem Thermolator	39816	222B		X
674	244 WH	Texatherm heat transfer oil	128362-T	222C		X
675	244 WH	UNA DYN Modular Hopper	MH5092137	223		X
676	244 WH	UNA DYN Auto Mini Dryer	112842.01-0893	223A		X
677	244 WH	UNA DYN Modular Hopper	123459.05-01.0794	224		X
678	244 WH	UNA DYN Auto Mini Dryer	129211.01.02-1294	224A		X

679	244 WH	Oil Hot Runner	67010-208U	225		X
680	244 WH	UNA DYN Auto Mini Dryer	UDC3092135	226		X
681	244 WH	UNA DYN Modular Hopper	110520.01-0593	226A		X
682	244 WH	UNA DYN Auto Mini Dryer	12911.01-01-1294	227		X
683	244 WH	UNA DYN Modular Hopper	MH10092191	228		X
684	244 WH	UNA DYN Auto Mini Dryer	172714.01-0798	228A		X
685	244 WH	UNA DYN Auto Mini Dryer	UDC3092135	230		X
686	244 WH	UNA DYN Modular Hopper	MH15092287	230A		X
687	244 WH	Economation Equipment Conveyor	N/A	231		X
688	244 WH	Crizai Conveyor	6102652	232		X
689	244 WH	Crizai Conveyor	612401.3	233		X
690	244 WH	EMI Conveyor	404151	234		X
691	244 WH	Milacron Coveyor	4182A01/03-9	235		X
692	244 WH	Milacron Coveyor	4182A01/02-18	236		X
693	244 WH	Budget Molders Supply Conveyor	N/A	237		X
694	244 WH	Plastic Process Equipment	FS1236803050904	238		X
695	244 WH	Rolling Conveyor	N/A	238A		X
696	244 WH	Dorner Conveyor 2100 Series	197349	239		X
697	244 WH	Dorner Conveyor 2100 Series	197349	240		X
698	244 WH	Siemens Conveyor	22060437185	240A		X
699	244 WH	Rolling Conveyor	N/A	241		X
700	244 WH	Wecon Services Conveyor	9299-02	242		X
701	244 WH	Nederman Vacuume	N/A	243		X
702	244 WH	Nederman Vacuume	N/A	243A		X
703	244 WH	DRI AIR Dryer	D15611	245		X
704	244 WH	Micro Top Precision System	6342	263A		X
705	244 WH	Oil Pump	N/A	265		X
706	244 WH	Uamato Drying Oven DX600	A9000034	279		X
707	244 WH	Uamato Drying Oven DX600	A8900043	280		X
708	244 WH	Mitutoyo Profile Projector PH-3500	5070016	281		X
709	244 WH	Erlor Drill	2525/507	283		X
710	244 WH	Automation Robot	N/A	288		X
711	244 WH	TFP Eliminator	AAAA0313030979	289		X
712	244 WH	Automation Robot	4299.0010.9	290		X
713	244 WH	Cincinnati Milcron Automation	N/A	291		X
714	244 WH	Mitutoyo Roundness Tester	710109	293		X
715	244 WH	Automation Cell	N/A	296		X
716	244 WH	Crown Automation Component	20UFTR0	296A		X
717	244 WH	Cress Electric Furnace	407	297A		X
718	244 WH	AEC Witlock Dryer	N/A	299		X
719	244 WH	ATS Automation Component	4833.000.900	301		X
720	244 WH	ATS Automation Component	4483.000.900	301A		X
721	244 WH	ATS Automation Component	4483.000.900	301B		X
722	244 WH	ATS Automation Component	4483.000.900	301C		X
723	244 WH	ATS Automation Component	4600.000.900	301D		X
724	244 WH	Pressotechnik Fule Flange Reclaim Press	77093430	314		X
725	244 WH	IMS Highvolume Static Eliminator	120820	315A		X
726	244 WH	BOSCH Conveyor Vertical Drive System	3842349192	320		X
727	244 WH	Large Industrial Fan	3HP(2.2KW)	321		X
728	244 WH	MISC Grinder	N/A	321B		X
729	244 WH	Pressotechnik Helmet Press	763893406	322		X
730	244 WH	Hull Material Dryer	94224	323		X
731	244 WH	Lead Screw Assembly Cell	N/A	324		X
732	244 WH	Merlin Oil Temp Contoller	04025-MHTC2-1	325		X
733	244 WH	MISC Automation Cell	N/A	326		X
734	244 WH	Titan Central Chiller	BP10.243	326A		X
735	244 WH	Tennant Floor Washer	5504366	327A		X
736	244 WH	Allen Brady Hot Runner Panel	N/A	397		X

**Schedule 1.1(B) - Excluded Assets**



ACS Precision Components Partnership  
 Excluded Assets from Proposals

	LOCATION	DESCRIPTION	SERIAL NUMBER	LABELED	ACTUAL LOCATION	COUNTED
1	A1	1 Cincinnati Milacron 450 ton IMM	T60A0398008	11A		X
2	A1	1 Moditec Grinder	4321	11B		X
3	A1	1 ABB Robot 6 Axis	44-27770	11C		X
4	A1	1 Advantage Thermolator	82477	11D		X
5	A1	1 Advantage Thermolator	82486	11E		X
6	A1	1 Automated System	2622	11F		X
7	A1	AEC Witlock Additive Feeder	N/A	11H		X
8	A8	1 Gammaflux Hot Runner	1003-23946	18B	D2	X
9	A10	1 Engel 250 Ton (1994) IMM	5799	20A		X
10	A10	1 DME Hot Runner	575281	20C	B13	X
11	A10	1 Engel Robot Pick and Place	N/A	20E		X
12	A10	1 VNA-Dyn Dryer	195165	20G		X
13	A10	1 VNA-Dyn Hopper	195165	20H		X
14	A10	1 Advantage Thermolator	7759	20I		X
15	B1	1 Engel 250 Ton IMM (1997)	8780-250-97	24A		X
16	B1	1 Husky Hot Runner	0207-28600-01	24B		X
17	B1	1 AEC Whitlock Dryer & Hopper	32G0481	24C		X
18	B1	1 automated System	2572	24D		X
19	B1	1 ABB Robot 6 Axis	44-51810	24E		X
20	B1	1 Advantage Thermolator	82481	24F	OP	X
21	B1	AEC Witlock Additive Feeder	32G0481B	24G		X
22	B8	1 Engel 200 Ton (1999) IMM	70162/200/99	31A		X
23	B8	1 Novatec Dryer	2-1013-2330	31B		X
24	B8	1 Advantage Thermolator	76150	31C	OP	X
25	B8	AEC Witlock Additive Feeder	32K1052	31D		X
26	C10	1 AEC Dryer and Hopper	97m1197	47C		X
27	C11	1 Engel 55 Ton IMM (1993)	6061-055	48A		X
28	C11	1 Gammaflux Hot Runner	1002-22897-03	48B	B13	X
29	C11	1 Advantage Thermolator	83712	48C	OP	X
30	D2	1 Engel 150 Ton Vertical IMM	70716/150/01	53A		X
31	D2	1 AEC Thermolator	30M5599	53C		X
32	D3	1 Engel 150 Ton Vertical IMM	70727-150-01	54A		X
33	D3	1 DRI air Dryer & Hopper	D15075	54B		X
34	D3	1 Con-Air Micrp Thermolator	531/9	54C	E2	X
35	D3	1 Advantage Thermolator	76759	54D		X
36	D3	AEC Witlock Additive Feeder	N/A	54E		X
37	C1	1 VNA- DYN Dryer and Hopper	1951565.11-01-040C	38B		X
38	C1	1 Moldvac System	MV100 3A	38E		X
39	C1	1 AEC Oil Thermolator	31K5660	38G		X
40	QA	Brown & Sharpe Chameleon 7.10.5	1097-345	401		X
41	QA	ITW Heartland Gear Rolling (C1)	2226-1809	NA		X
42	QA	ITW Heartland Gear Rolling (B1)	2206-1808	NA		X
43	QA	Hommel Gear (A10)	139062-2	409		X
44	QA	Moisture Analyzer	26058	411		X
45	OTHER	Overhead Cranes and associated equipment				
46	MISC	1 2006 Caterpillar P5000 Forklift	AT3506567	81A	LEASED	LEASED

**SCHEDULE D**

**Letter Agreement between the Receiver and Omex dated September 30, 2010**

# MILLER THOMSON LLP

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September 30, 2010

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131002-0001

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Attention: Don Baty

Dear Sir:

Re: **OMEX Manufacturing ULC**

As you are aware, yesterday Zeifman Partners Inc., (the "Receiver") in its capacity as receiver and manager of all the assets, undertakings and properties of ACS Precision Components Partnership ("ACS") paid to Bank of Montreal ("BMO") the sum of \$1,676,682.71 (the "Debt") pursuant to the guarantee given by ACS for the liabilities of OMEX Manufacturing ULC ("Omex") to BMO. With that payment, the Receiver is subrogated to the position of BMO with respect to the Debt. The security (the "BMO Security") held by BMO over the assets of Omex for the Debt is in the process of being assigned to the Receiver pursuant to the provisions of the *Mercantile Law Amendment Act*, R.S.O. 1990, Chapter M. 10.

The Receiver understands that Omex is in the process of making alternate financing arrangements (the "Refinancing") with Comerica Bank to repay the Debt. We understand that Omex is attempting to complete the Refinancing by next Wednesday, October 6.

The Debt is presently due and payable to the Receiver in full. The Receiver is prepared to allow Omex until 4:30 p.m. on October 6, 2010 to complete the Refinancing and repay the Debt, plus additional interest thereon until the date of payment, on the following terms:

1. Interest will continue to accrue on the Debt until the date of actual payment at the same rate as was payable by Omex to BMO;

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Page 2

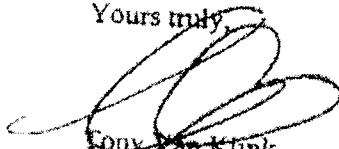
2. Omex must undertake diligent efforts to complete the Refinancing to allow for repayment of the Debt, plus additional interest thereon, by no later than 4:30 p.m. on October 6, 2010;
3. In the event that Omex becomes aware that the Refinancing will not or is unlikely to be completed and the Debt repaid by 4:30 p.m. on October 6, 2010, Omex will forthwith advise the Receiver in writing of same and the reasons therefor;
4. In the event that the Debt is not repaid to the Receiver in full by 4:30 p.m. on October 6, 2010, Omex will pay to the Receiver a fee in the sum of \$10,000. In consideration of the payment of such fee, the Receiver will allow Omex until 4:30 p.m. on October 13, 2010 to repay the Debt, plus additional interest thereon, in full;
5. In the event that the Debt, plus additional interest thereon, is not paid in full by 4:30 p.m. on October 13, 2010, the Receiver shall be under no obligation to continue to forbear from the exercise of all rights and remedies available to it for recovery of the Debt unless a forbearance agreement has been entered into by the Receiver with Omex prior to 4:30 p.m. on October 13, 2010, in which event any further forbearance by the Receiver will be on the terms contained in such forbearance agreement;
6. At all times hereafter the Receiver shall be entitled to inspect the collateral subject to the BMO Security and to review and make copies of the books, records and financial information of Omex upon request. Omex agrees to provide the Receiver full and complete access to Omex's books, records, financial information and premises for such purpose;
7. The time being allowed by the Receiver to Omex to repay the Debt as set forth in this letter shall terminate and the Receiver shall be in the same position as if this letter was not written and accepted by Omex if any material thing or event occurs which causes the Receiver to believe in good faith and on reasonable grounds that it is or is about to be insecure or that its position will worsen; and
8. Omex shall pay the Receiver's reasonable fees and disbursements and all reasonable fees and disbursements of the Receiver's legal counsel, plus taxes thereon, related to the repayment of the Debt by Omex to the Receiver.

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THOMSON LLP

Page 3

To confirm the agreement of Omex to the above terms and conditions, we would ask that Omex sign the bottom of this letter and return same to me by no later than the close of business tomorrow, October 1, 2010, failing which the Receiver will not be bound by the terms and conditions of this letter.

Yours truly,

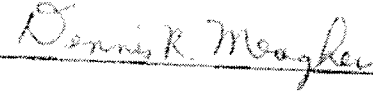


Tony Van Klink  
TVK/lm  
c Allan Rutman  
c Jonathan Rutman

OMEX Manufacturing ULC hereby confirms its agreement to the above terms.

**OMEX MANUFACTURING ULC.**

Per:



I have authority to bind the Company

**SCHEDULE E**

**Schedule of Abandoned Tooling**

TOOL LIST UPDATE10/4/10

Status	CUSTOMER	MOLD #	DESCRIPTION	CUST. PART #	EMAIL CONTACT	Comments	Unknown	Bankrupt	Scrap as per customer	No response
Obsolete	AC	268D-IC	Spacer- Uses 191D-7074 Plate Inserts	602109			1			
Obsolete	AC	468D	Attachment Bracket	C-100749	peggy_martin@thomsonlinear.com	CUSTOMER UNKNOWN	1			
Magna Inserts	AC	634D	SHARED MOLD BASE	N/A		DANAHER HAS ADVISED TO SCRAP	1			
Unknown	AC	637D	SHARED MOLD BASE	N/A		CUSTOMER UNKNOWN	1			
Unknown	AC	648D	SHARED MOLD BASE	N/A		CUSTOMER UNKNOWN	1			
N/A	AC	692D	SHARED MOLD BASE	N/A		CUSTOMER UNKNOWN	1			
N/A	AC	693D	SHARED MOLD BASE	N/A		CUSTOMER UNKNOWN	1			
Internal Use	AC	834D-ICC	Hose Clips	N/A		CUSTOMER UNKNOWN	1			
Mud Base	AC	835D	Handmate Mould Base (3-P	N/A		CUSTOMER UNKNOWN	1			
Unknown	ARMADA GROUP	673D	Retainers	16606936		CUSTOMER UNKNOWN	1			
Obsolete	Bosch	532D	037 Gear	113629037	Karen.Rojas@mx.bosch.com	CUSTOMER UNKNOWN	1			
Obsolete	Bosch	533D	037 Gear	113629037	Karen.Rojas@mx.bosch.com	TO BE SCRAPPED PER BOSCH	1			
Obsolete	Bosch	534D	038 Gear	113629038	Karen.Rojas@mx.bosch.com	TO BE SCRAPPED PER BOSCH	1			
Obsolete	Celestica	1002D			ricky.ho@murata-us.com	TO BE SCRAPPED PER BOSCH	1			
Obsolete	Dura	796D	Worm Gear Chd	12964-6	Maxheimer.J@durauto.com	NO RESPONSE FROM CUSTOMER	1			
No longer a customer	Eoscha	295D	Guide Arm-Front Door	0661245070 / 8-91246F	Rbluthardt@aphaseii.com	NO RESPONSE FROM CUSTOMER	1			
No longer a customer	Eoscha	296D	Guide Arm-Rear Access Door	0661247070 / 8-91248-F	Rbluthardt@aphaseii.com	SHIP TO Aphase II waiting for instructions	1			
No longer a customer	Eoscha	297D	Guide Arm-Rear Door	0661247070 / 8-91247-F	Rbluthardt@aphaseii.com	SHIP TO Aphase II waiting for instructions	1			
Obsolete	IML	516D	Body Overmould		imi@imi.ca	SHIP TO Aphase II waiting for instructions	1			
Obsolete	Nas Tech	470D	Lead Screw	8400ND173		NO RESPONSE FROM CUSTOMER	1			
No longer a customer	Onca	273D-IH	MGP5 Field Connector	L03551	info@nsk-corp.com	NO RESPONSE FROM CUSTOMER	1			
Obsolete	Pollak	291D	Linear Screw	17-3006	daniel.munoz@orica.com	TO BE SCRAPPED PER ORICA	1			
Unknown	Poly-Nova	619D-IC	Diaphragm Insert	PND-00084	Ruth.Keddem@stoneridge.com	CUSTOMER NOTIFIED TO PICK UP NO RESPONSE	1			
Unknown	Poly-Nova	619D-ID	Diaphragm Insert	PND-00084	pbaber@poly-nova.com	POLYNova HAS ADVISED TO SCRAP	1			
Unknown	Poly-Nova	619D-IE	Diaphragm Insert	PND-00084-01	pbaber@poly-nova.com	POLYNova HAS ADVISED TO SCRAP	1			
Obsolete	Poly-Nova	843D	FLOAT INSERT PROTO	MID-4770P	pbaber@poly-nova.com	POLYNova HAS ADVISED TO SCRAP	1			
Unknown	Precision Valve	877D	CAKE TOPPING CLUSTER	11-3700-00		POLYNova HAS ADVISED TO SCRAP	1			
Obsolete	Research In Motion	639D	Key-EscapeQK SC	HDW-04491-001	bbeiknap@rim.com	CUSTOMER OUT OF BUSINESS	1			
Obsolete	Research In Motion	640D	Key-IDA Thick QRK	HDW-07006-001	bbeiknap@rim.com	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10	1			
Obsolete	Research In Motion	695D-IH	Lock Banyon	HDW-04455-001	bbeiknap@rim.com	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10	1			
Unknown	Research In Motion	714D	Light Pipe QK	HDW-04492-001	bbeiknap@rim.com	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10	1			
Unknown	Research In Motion	725D	Window IRDA Tach 2 (4 Cavity)	HDW-07299-001	bbeiknap@rim.com	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10	1			
Unknown	Research In Motion	726D	Keypad Support	HDW-07097-002	bbeiknap@rim.com	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10	1			
Unknown	Research In Motion	747D	Boot- Vibrator Quark MC	HDW-05371-001	bbeiknap@rim.com	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10	1			
Obsolete	Research In Motion	1095D	Boot Vibrator TCHN	HDW-02977-005	bbeiknap@rim.com	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10	1			
Unknown	RIM	748D	Frame Antenna Tach2		bbeiknap@rim.com	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10	1			
Unknown	RIM	749D	Boot Vibrator Tach 2 (4 Cavity)	HDW-03697-001	bbeiknap@rim.com	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10	1			
Unknown	RIM	750D	T2 2 Door Button (4 Cavity)	HDW-02998-001	bbeiknap@rim.com	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10	1			
Unknown	RIM	751D	T2 Escape Key	HDW-03001-001	bbeiknap@rim.com	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10	1			

Status	CUSTOMER	MOLD #	DESCRIPTION	CUST. PART #	EMAIL CONTACT	Comments	Unknown	Bankrupt	Scrap as per customer	No response
Unknown	RIM	752D	Lightpipe Tach 2	HDW-02991-001	<a href="mailto:bbelknap@rim.com">bbelknap@rim.com</a>	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10			1	
Unknown	RIM	753D	Hot Key Tach 2	HDW-02975-004	<a href="mailto:bbelknap@rim.com">bbelknap@rim.com</a>	RIM HAS GIVEN APPROVAL TO SCRAP 9/21/10			1	
Unknown	SGI	904D-IA	Guide P1MM & Spacer CHIM	050-0846-001	ART HERBERT 510 933 8300	CUSTOMER CONTACTED NO RESPONSE				1
Unknown	SGI	904D-IB	Guide Pin&Spacer INTR	050-0847-001	ART HERBERT 510 933 8300	CUSTOMER CONTACTED NO RESPONSE				1
Unknown	SGI	904D-IC	Guide P1MM & Spacer	050-0707-002	ART HERBERT 510 933 8300	CUSTOMER CONTACTED NO RESPONSE				1
Unknown	SGI	905D	Guide Pin&Spacer 14MM Snap-In	Can be sold separate or in SGI-002 assy	ART HERBERT 510 933 8300	CUSTOMER CONTACTED NO RESPONSE				1
Unknown	Silicon Graphics	767D	Guide Dimm 4 Slot SNI	050-0610-002	ART HERBERT 510 933 8300	CUSTOMER CONTACTED NO RESPONSE				1
Unknown	Silicon Graphics	925D	SHARED MOLD BASE Actuator Insert Eject		ART HERBERT 510 933 8300	CUSTOMER CONTACTED NO RESPONSE				1
Unknown	Silicon Graphics	925D-IA	Dimm Chimera	050-0666-002	ART HERBERT 510 933 8300	CUSTOMER CONTACTED NO RESPONSE				1
Unknown	Silicon Graphics	925D-IB	Actuator Insert Eject	050-0611-002	ART HERBERT 510 933 8300	CUSTOMER CONTACTED NO RESPONSE				1
Obsolete	Spring Eng	316D	Bushing	99720168		COMPANY IS BANKRUPT	1			
Obsolete	Spring Eng	317D	Tip	N/A		COMPANY IS BANKRUPT	1			
Unknown	Tarxiene	865D	Insert, CMX130 Lock Knob	22640936	<a href="mailto:cmartin@armadatoolworks.com">cmartin@armadatoolworks.com</a>	Armada / Regional Die cast advised scrap			1	
Unknown	Tarxiene	888D	Cam Swing Clip RH	83113-67D00	<a href="mailto:cmartin@armadatoolworks.com">cmartin@armadatoolworks.com</a>	Armada / Regional Die cast advised scrap			1	
No longer a customer	Trudell	281D	Drive Gear	102D04		UNKNOWN CUSTOMER	1			
No longer a customer	Trudell	451D	Retainer	0254-23		UNKNOWN CUSTOMER	1			
Unknown	Unknown	054D				UNKNOWN CUSTOMER	1			
Unknown	Unknown	074D				UNKNOWN CUSTOMER	1			
Unknown	Unknown	086D				UNKNOWN CUSTOMER	1			
Unknown	Kelsey Hayes	102D	with Edscha		<a href="mailto:sdent@dynaplas.com">sdent@dynaplas.com</a>	DYNAPLAS ADVISED NO ADVISE AS TO DISPOSITION	1		1	
Unknown	Unknown	141D				UNKNOWN CUSTOMER	1			
Unknown	Unknown	771D				UNKNOWN CUSTOMER	1			
Unknown	Von Weise	669D-IA	End Spacer 12 Slot	E2-0012-0002		UNKNOWN CUSTOMER		1		
Unknown	Von Weise	669D-IE	End Spacer 12 Slot	E2-0012-0006		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	669D-IF	End SPCR 12 Slot	E2-0012-0001		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	669D-IA	Oil Throw Washer	D4-0152-0003		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	669D-IB	Oil Throw Washer	D4-0152-0001		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	669D-IC	Oil Throw Washer	D4-0152-0002		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	670D	Strain Relief	E1-0053-0001		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	671D	Brush Cap	B4-0023-0001		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	672D	Pinion - 9 Tooth	F4-0034-0001		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	707D	Brush Cap	B4-0021-0001		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	708D	Stator Insulator	E2-0020-0001		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	773D-IA	End Spacer 10 Slot	E2-0013-0001		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	773D-IB	End Spacer 10 Slot	K1-7951 (0002) 560		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	773D-IC	End Spacer 10 Slot	K1-7951 (0003) 525		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	773D-ID	End Spacer 10 Slot	E2-0013-0004		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	773D-IE	End Spacer 10 Slot	E2-0013-0011		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	773D-IF	End Spacer 10 Slot	E2-0013-0012		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	773D-IG	End Spacer 10 Slot	K1-7951 (0013)		COMPANY IS BANKRUPT		1		
Unknown	Von Weise	773D-IH	End Spacer 10 Slot	E2-0013-0014		COMPANY IS BANKRUPT		1		

16 22 26 16

Total

80



**SCHEDULE F**

**Statement of Receipts and Disbursements for May 6, 2010 to October 1, 2010**

**Zeifman Partners Inc., Court Appointed Receiver of ACS Precision Components Partnership**  
**Interim Statement of Receipts and Disbursements**  
**For the Period from May 6, 2010 to October 1, 2010**

	CAD	USD
	\$	\$
<b>Cash Receipts</b>		
Revenues from Operations	3,229,901	6,797,861
Realization of Pre-receivership A/R	1,680,940	1,710,828
Sale of Assets	335,963	426,407
Inventory Receipts	172,608	442,805
Tooling Receipts	-	500,087
Goods and Service Tax Refunds	38,519	-
Miscellaneous Receipts	29,019	872
Interest	-	82
<b>Total Receipts</b>	<b>5,486,950</b>	<b>9,878,942</b>
<b>Cash Disbursements</b>		
Direct Material Purchases	342,510	3,673,080
Payroll and Benefits	2,123,594	-
Rent/Lease Payment	234,128	-
GST/HST Paid	181,140	-
Utilities	179,028	-
Repairs & Maintenance	103,366	8,936
Freight & Brokerage	82,259	(14,713)
WSIB Expense	60,754	-
Key Employee Retention Plan	55,800	-
Administration/Corporate Charges	13,656	34,332
Insurance	43,022	3,070
Office Expense	5,643	27,667
Supplies	31,085	-
Bank Charges	4,390	993
Pre Receivership Vacation Pay	256,656	-
Receiver's Fees	422,403	-
Legal Fees	129,854	-
<b>Total Disbursements</b>	<b>4,269,290</b>	<b>3,733,367</b>
<b>Cash Inflow</b>	<b>1,217,660</b>	<b>6,145,575</b>
Payments to Bank of Montreal for First Position Loan	(2,993,859)	-
Payment to Bank of Montreal for OMEX Guarantee	(1,676,683)	-
Deposit from Auctioneer	500,000	-
Delphi September Operating Loss Reserve	-	200,000
Transfers between CAD and US Accounts	5,486,933	(5,273,511)
	<b>1,316,391</b>	<b>(5,073,511)</b>
<b>Ending Cash Balance</b>	<b>2,534,051</b>	<b>1,072,064</b>

Notes

- Balances in cash receipt and disbursement line items reflected above are inclusive of respective taxes.
- The Aalbers' Tool & Die Fund in the amount of \$203,032 is included in the 'Tooling Receipts' line item above.
- 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.
- 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.
- Delphi Automotive Systems LLC paid \$200,000 to the Receiver in respect of September operating losses on account of an extension to the production period. The Loss Reserve is subject to a final accounting.
- The payment to Bank for Montreal ("BMO") of \$2,993,859 reflected above does not include balances in the pre-receivership ACS USD account which were subsequently transferred to BMO towards the payment of the BMO debt. Therefore, the actual payment to BMO in full satisfaction of the direct indebtedness of ACS to BMO, as per the Sixth Report, is higher than the amount reflected above.