



Court File No. CV-08-7722-00CL

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

**THE HONOURABLE MR. ) WEDNESDAY, THE 17th  
JUSTICE MORAWETZ )  
DAY OF SEPTEMBER, 2008**

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 47(1) OF THE  
BANKRUPTCY AND INSOLVENCY ACT,  
R.S.C. 1985, C. B-3**

**AND IN THE MATTER OF SECTION 101 OF  
THE COURTS OF JUSTICE ACT, R.S.O. 1990, C.C-43**

**BETWEEN:**

**THE BANK OF NOVA SCOTIA**

**Applicant**

**- and -**

**HURONIA PRECISION PLASTICS INC.**

**Respondent**

**ORDER**

**THIS MOTION** made by Magna Closures Inc. and Multimatic Inc. (together referred to as the "Customers") for an Order authorizing them to obtain possession, without interference from any party of their respective tooling located at the property of the respondent, Huronia Precision Plastics Inc. ("Huronian") was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion, filed, the Affidavit of Al Kresovic sworn September 15, 2008, filed, the Affidavit of Mike Thompson sworn on September 15, 2008 (the

“Thompson Affidavit”), the Affidavit of John Barraclough sworn September 16, 2008, filed and on hearing the submissions of counsel for the Customers, the Bank of Nova Scotia, Maxium Inc., GE Canada Equipment Financing G.P., GE Canada Leasing Services Company, Ralbef Holdings Inc., Business Development Bank of Canada and all others appearing,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion is hereby abridged such that the motion is properly returnable today, and that any requirement for further service upon any interested party is hereby dispensed with.

2. **THIS COURT ORDERS** that the Customers (and any agent or party acting on their behalf), under the supervision of Zeifman Partners Inc., in its capacity as interim receiver and receiver and manager of all of the property, assets and undertaking of Huronia (“the Receiver”), and subject to the terms contained in Schedule “A”, are hereby authorized to attend at the property of Huronia situated at 281 and 287 Cranston Crescent, Midland, Ontario (the “Property”), and remove the Customer’s tooling, including the tooling set out and described in Schedule “B” and any other tooling over which a Customer has a right of possession (the “Customer Tooling”), the Purchased Dedicated Equipment (as defined in Schedule “A”) and the Production Part Approval Process documentation, as described in the Thompson Affidavit, for the Customer Tooling (the “PPAP Documentation”) wherever it is situated.


3. **THIS COURT ORDERS** that no person, party or entity shall, in any manner whatsoever, interfere with, hinder, delay or disrupt, the Customers (or any agent or party acting on their behalf) taking possession of the Customer Tooling, Purchased Dedicated Equipment and the PPAP Documentation wherever it is situated.

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

SEP 17 2008



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PER/PAR:  Joanne Nicoara  
Registrar, Superior Court of Justice

**SCHEDULE A**

A handwritten signature or set of initials, possibly 'AR', written in black ink.

### Re-Sourcing Terms

1. Magna Closures Inc. and Multimatic Inc. (collectively, the "Customers") agree to pay to Zeifman Partners Inc., in its capacity as interim receiver and receiver and manager ("Receiver") of the property, assets and undertaking of Huronia Precision Plastics Inc. ("Huronia"), not later than four (4) business days following the date on which the Receiver is appointed 50% of the accounts payable owing to Huronia as reflected in the Customers' respective records, which records shall be determinative for the purposes of such initial payment.
2. The Customers agree to pay to the Receiver the balance of their respective accounts payable actually determined to be owed to Huronia net of Allowed Setoffs and Material Setoffs (as such terms are defined below) as agreed between the Receiver and the applicable Customer or as determined by the Court (the "Final Receivables Payment"). The Customers agree to pay the Final Receivables Payment provided that they have been granted the access rights set out in paragraphs 8 and 9 of this Agreement such that they have been given the opportunity to complete the removal of their respective Customer Tooling (as defined below) within forty-eight (48) hours after the appointment of the Receiver (or such longer period of time as may be reasonably required by the Customers) and, in the case of Magna Closures Inc. ("Closures"), the Purchased Dedicated Equipment (as defined below) within twenty-four (24) hours after the appointment of the Receiver (or such longer period of time as may be reasonably required by Closures). The Final Receivables Payment will be made by the Customers not later than four (4) business days following the date upon which the Customer Tooling and Purchased



Dedicated Equipment are removed from the premises in accordance with this paragraph 2.

3. For purposes of this Agreement, "Allowed Setoffs" means setoffs, recoupments or deductions only for, in the case of Closures, indebtedness in the amount of \$49,635.44 outstanding pursuant to the Loan Agreement dated November 23, 2006, as amended, and in the case of both Customers, in respect of component parts shipped to the Customers on or after August 31, 2008, (i) defective component parts, (ii) component parts that fail to meet contracted quality standards under applicable purchase orders, (iii) unordered or unreleased component parts returned by the Customers to Huronia, (iv) short shipments or misshipments, (v) premium freight charges (not caused by the Customers), and (vi) incorrect invoices, mispricing, duplicate payments or billing errors. For purposes of this Agreement, "Material Setoffs" means (i) the costs (including all freight and brokers' costs) incurred by any Customer for materials or components or services purchased by the Customers from persons other than Huronia or supplied and sold by the Customers to Huronia to be used in connection with the production of component parts by Huronia for the applicable Customer, including, for greater certainty, resin purchased from Ticona and Canada Colours to meet customer requirements, or (ii) direct payment(s) to material vendors by any Customer for the purchase of materials or components used or intended to be used by Huronia in connection with the production of component parts by Huronia for the applicable Customer which would have been purchased or ought to have been purchased by Huronia but for the vendor's refusal to sell to Huronia or Huronia's inability to pay for such materials.



4. Customers agree to purchase from the Receiver, (i) all of Huronia's finished goods component parts inventory produced by Huronia for the Customers on or before the date hereof, and (ii) in the case of Closures, all electrical traces in respect of the General Motors Cinch Latch Housing (Part No. 25002156U) (the "Traces"), which finished goods component parts inventory and Traces are "Usable" by the Customers for their programs and are in a "Merchantable" condition (collectively, the "Inventory") in accordance with the various commitments, purchase orders, supply agreements and/or releases issued by Customers and accepted by Huronia (collectively, the "Purchase Orders"), including, without limitation, the commercial and technical requirements thereof. The Customers shall make payment, without any setoff except for Allowed Setoffs and Material Setoffs, for the Inventory on the later of (i) four (4) business days after the Customers are given possession of, and have received an invoice for, the Inventory, and (ii) the business day following the date upon which the Receiver obtains a Vesting Order vesting in the Customers all of Huronia's right, title and interest in and to the applicable Inventory free and clear of any liens, security interests and other encumbrances. The Receiver agrees to use commercially reasonable efforts to work with the Customers to identify Inventory available for immediate removal.
  
5. The Purchase price payable for by the Customers for the Inventory shall be as follows:
  - (a) for Traces – eighty percent (80%) of Huronia's actual invoiced cost of such Traces; and
  - (b) for finished goods component parts - one hundred percent (100%) of the existing Purchase Order price for the component part in question.



6. For the purposes of this Agreement, the term "Merchantable" means in conformance with any applicable Purchase Order terms, conditions and specifications. For the purposes of this Agreement, the term "Usable" means Inventory that is not "obsolete" and is usable by the Customers in their programs. The Customers will purchase the Inventory as described above, provided they have been provided the right of prior inspection to ensure such Inventory complies with the terms set out above.
  
7. The Receiver agrees to execute and deliver to Closures a Bill of Sale in form and substance satisfactory to the Receiver, Closures, Maxium Financial Services Inc. and The Bank of Nova Scotia (the "Dedicated Equipment Bill of Sale") in respect of the supplier owned dedicated equipment listed on Schedule "A" (the "Purchased Dedicated Equipment") immediately following its appointment and Closures shall be permitted to take immediate possession of the Purchased Dedicated Equipment on such date. The Receiver agrees that as soon as practicable (and in any event not later than fifteen business days) following the execution and delivery of the Dedicated Equipment Bill of Sale and receipt by the Receiver of the purchase price in respect of the Purchased Dedicated Equipment in the amount of CDN\$500,000.00, plus applicable taxes, the Receiver shall endeavour to obtain a Vesting Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") in form and substance satisfactory to Closures, vesting in Closures all of Huronia's right, title and interest in and to the Purchased Dedicated Equipment free and clear of all liens, security interests and other encumbrances.
  
8. Pursuant to the authority granted to the Receiver by the Court pursuant to the Order appointing the Receiver and/or any other Order of the Court, the Receiver agrees that



effective immediately, the Customers and their designees, agents, consultants, officers, employees and representatives shall have full, complete and unfettered access to Huronia's premises and operations at any time during or outside of regular business hours upon reasonable request and prior notice, for the purposes of (a) identifying, inspecting and removing all tooling owned by the Customers and utilized by Huronia to manufacture component parts for the Customers, whether under direct agreements between Huronia and the Customers or agreements between Huronia and third parties, including the tooling described in the affidavits of Al Kresovic and Michael R. Thompson sworn on September 15, 2008 and any other tooling over which a Customer has a right of possession (the "Customer Tooling"), (b) meeting with representatives of the Receiver or Huronia, and (c) monitoring compliance with the terms of this Agreement and any other agreements and contracts between Huronia and the Customers including, but not limited to, the Purchase Orders.

9. The Receiver will use all commercially reasonable efforts to cooperate with the Customers with respect to the identification, dismantling and removal by the Customers of their respective Customer Tooling and, in the case of Closures, the Purchased Dedicated Equipment, and the resourcing of production of component parts. Without limiting the generality of the foregoing, the Receiver will provide the Customers and their respective agents, representatives, designees, consultants, officers and employees with reasonable access to any former officers and employees of Huronia retained by the Receiver, and will deliver to the Customers or their respective agents, representatives, designees, consultants, officers and employees possession of any of Huronia's books and records relating to the tools (including tool prints, tool drawings and other documents) in





in its possession or control and to which the Customers are entitled pursuant to their respective contracts with Huronia necessary or desirable for the Customers to immediately resource production of their respective component parts on an expedited basis. Without limiting the generality of the foregoing, the Receiver agrees to develop with the Customers a removal plan acceptable to the Customers, which removal plan will include the services at any one time of not more than four (4) former Huronia employee(s) if retained by the Receiver with knowledge of the Customer Tooling and the Purchased Dedicated Equipment and two (2) representatives of the Receiver as necessary to complete the expedited identification, dismantling and removal of the Customer Tooling and Purchased Dedicated Equipment within the timelines required by the Customers and will ensure that sufficient human resources from those employees retained by the Receiver are made available to complete such expedited identification, dismantling and removal.

10. Each Customer agrees on a several (and not joint or joint and several) basis to indemnify the Receiver with respect to any damage it causes to Huronia's machinery as a result of its attendance at Huronia's premises and the removal of its Customer Tooling and, in the case of Closures, the Purchased Dedicated Equipment.
11. Each Customer agrees on a several (and not joint or joint and several) basis to indemnify (i) Befort Properties Inc. and 1339052 Ontario Inc. ("Huronia's Landlords") with respect to any damage it, or its agent, cause(s) to the premises as a result of its attendance at Huronia's premises and the removal of its Customer Tooling and, in the case of Closures, the Purchased Dedicated Equipment; and, without duplication, (ii) the Receiver with respect to any liability that it may incur to Huronia's Landlords with respect to such damages.



12. The obligations of the Customers under this Agreement are conditional upon the Court (i) granting the tooling order sought by the Customers, and (ii) approving the sale of the Purchased Dedicated Equipment in accordance with the terms of this Agreement.

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**SCHEDULE "A"**

**PURCHASED DEDICATED EQUIPMENT**

**Maxium Purchased Dedicated Equipment - \$450,000 + applicable taxes**

1 Cinch Latch Assy. Machine Custom manufactured rotary assembly table including all vision equip., external inspection bench and electronic test apparatus potting material vessels, vacuum pump system, controls and safety cage, light curtains and 2 metal material stands.

1 Vertical Moulding Press serial # 71333-200 1 Engel ES700/200 HRBW vertical plastic injection moulder with engel microprocessor controls and 1 metal stand for trace components prior to moulding 200 ton capacity

**Non-Maxium Purchased Dedicated Equipment-\$50,000 + applicable taxes**

1 Trace Assy. Station Consists of;  
1 work bench - wooden top,  
2 manual arbour presses mounted to above workbench  
Tooling presently in above arbour presses  
2 raw material stands - metal  
1 finished component stand - metal  
2 operator chairs.

1 Advantage Chiller serial # 46449 15A, 1/4 HP Glycol and Water Chiller Model # 1K 2AY 21 11F

1 Spaltemp mold temp. control serial #00-01-1196 model # 0 1209 SX

1 Motan Vacuum Loading System serial # 1V161-0000-1 &

1 Motan Proportioner for Vacuum loading serial # 1V164-0000-1 (Photo #005)

1 Prothermax vacu bin and wand system

1 Rotogran Granulator serial # MT 10129604219 Model # PH1012 5 HP Granulator

1 Custom built conveyor  
and rolling cart

4 fan conveyor system for cooling moulded parts prior to assy. and  
rolling cart used to mount conveyor and act as press operator  
station

1 Versa Lift Die handling  
sling

1 Cinch area repair station  
(Photo # 017)

consists of 2 metal tables with overhead lighting, 1 electronic test  
station, manual soldering iron and exhaust system.



**SCHEDULE B**

<b>Bond in Favour of</b>	<b>Date or Associated Order #</b>	<b>Covering Tag or Tool Number</b>	<b>Tool Description</b>
Multimatic Inc.	Dec. 6, 2006	T123456	Hot Runer - CHK ARM
Multimatic Inc.	Dec. 6, 2006	T123459	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2251	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2252	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2253	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2254	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2255	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2256	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2257	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2258	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2259	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2260	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2261	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2262	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2263	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2264	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2265	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2266	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2267	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2268	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2270	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2271	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2272	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2273	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2274	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2275	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2276	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2277	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2278	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2279	Bushing Insertion Nest

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<b>Bond in Favour of</b>	<b>Date or Associated Order #</b>	<b>Covering Tag or Tool Number</b>	<b>Tool Description</b>
Multimatic Inc.	Dec. 7,2006	2280	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2281	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2282	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2283	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2284	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2285	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2286	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2287	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2288	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2289	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2290	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2291	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2292	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2293	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2294	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2295	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2296	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2297	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2298	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2299	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2300	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2301	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2302	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2303	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2304	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2305	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2306	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2307	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2308	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2309	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2310	Bushing Insertion Nest

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<b>Bond in Favour of</b>	<b>Date or Associated Order #</b>	<b>Covering Tag or Tool Number</b>	<b>Tool Description</b>
Multimatic Inc.	Dec. 7,2006	2311	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2312	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2313	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2314	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2315	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2316	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2317	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2318	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2319	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2320	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2321	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2322	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2323	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2324	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2325	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2326	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2327	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2328	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2329	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2330	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2331	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2332	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2333	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2334	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2335	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2336	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2337	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2338	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2339	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2340	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2341	Bushing Insertion Nest

<b>Bond in Favour of</b>	<b>Date or Associated Order #</b>	<b>Covering Tag or Tool Number</b>	<b>Tool Description</b>
Multimatic Inc.	Dec. 7,2006	2342	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2343	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2344	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2345	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2346	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2347	Bushing Insertion Nest
Multimatic Inc.	Dec. 7,2006	2348	Bushing Insertion Nest
Multimatic Inc.	Nov. 28, 2006	M4004230	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4004630	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4022430	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4044430	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4062230	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4080430	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4080530	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4095030	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4096930	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4121430	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4138630	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4156030	CHK ARM FRT
Multimatic Inc.	Nov. 28, 2006	M4157430	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4168430	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4188030	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4188230	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4220030	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4272430	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4272630	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4520030	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4591630	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M4591830	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M5090030	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M5191030	CHK ARM



<b>Bond in Favour of</b>	<b>Date or Associated Order #</b>	<b>Covering Tag or Tool Number</b>	<b>Tool Description</b>
Multimatic Inc.	Nov. 28, 2006	M5406830	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M5446630	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M5606030	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M5606230	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M8040030	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M8084730	CHK ARM
Multimatic Inc.	Nov. 28, 2006	M9080110	INSERT MOULDED NDLE CAGE
Multimatic Inc.	Nov. 28, 2006	M4014250	Bearing Case - 8mm
Multimatic Inc.	Nov. 28, 2006	M5022530	Checkarm - Honda RR Door
Multimatic Inc.	Nov. 28, 2006	M4000830	Checharm - Prowler
Multimatic Inc.	Nov. 28, 2006	M8015550	Ball Retainer
Multimatic Inc.	Nov. 28, 2006	M4075050	NS Rubber Bumper
Multimatic Inc.	Nov. 28, 2006	M9072250	Bearing Case - 12 mm Anti-rock
Multimatic Inc.	Nov. 28, 2006	M9072250	Anti-Rock Bearing Case (B Tool)
Multimatic Inc.	Nov. 28, 2006	M9072250	Anti-Rock Bearing Case (C Tool)
Multimatic Inc.	Nov. 28, 2006	M4015650	Hold Open Clip - WJ
Multimatic Inc.	Nov. 28, 2006	M4094450	KJ Swing Gate Paint Clip
Multimatic Inc.	Nov. 28, 2006	M4014250	Bearing Case - 8mm
Multimatic Inc.	Nov. 28, 2006	M9081850	Seal Tube
Multimatic Inc.	Nov. 28, 2006	M4049650	CS Paint Clip
Multimatic Inc.	Nov. 28, 2006	M4545550	LX Hard Stop Clip
Multimatic Inc.	Nov. 28, 2006	M5602020	Side Door Slider
Multimatic Inc.	Nov. 28, 2006	M4003450	Bumper
Multimatic Inc.	Nov. 28, 2006	M4015450	Bumper
Multimatic Inc.	Nov. 28, 2006	M4053550	Bulb Seal
Multimatic Inc.	Nov. 28, 2006	M5034750	Roller Case
Multimatic Inc.	Nov. 28, 2006	M6012350	Boot
Multimatic Inc.	Nov. 28, 2006	M9051650	Bumper
Multimatic Inc.	Nov. 28, 2006	M3100550	P221 Paint Clip
Multimatic Inc.	Nov. 28, 2006	M3016630	D186 RR Arm
Multimatic Inc.	Nov. 28, 2006	M3017230	D186 Frt Arm



<b>Bond in Favour of</b>	<b>Date or Associated Order #</b>	<b>Covering Tag or Tool Number</b>	<b>Tool Description</b>
Multimatic Inc.	Nov. 28, 2006	M3040430	D258 Frt Arm
Multimatic Inc.	Nov. 28, 2006	M3040530	D258 RR Arm
Multimatic Inc.	Nov. 28, 2006	M3065830	PN96 Frt Arm
Multimatic Inc.	Nov. 28, 2006	M3100530	P221 Frt Arm-FRBC
Multimatic Inc.	Nov. 28, 2006	M3106230	P221 Super Cab Arm
Multimatic Inc.	Nov. 28, 2006	M3106930	P221 Crew Cab Arm
Multimatic Inc.	Nov. 28, 2006	M3150430	D219 Frt Arm
Multimatic Inc.	Nov. 28, 2006	M3160930	D219 RR Arm
Multimatic Inc.	Nov. 28, 2006	M3016330	DEW98 Frt Arm
Multimatic Inc.	Nov. 28, 2006	M3016530	DEW98 RR Arm
Multimatic Inc.	Nov. 28, 2006	M3135130	PN150 Arm
Multimatic Inc.	Nov. 28, 2006	25-052	D219RR Arm
Multimatic Inc.	Nov. 28, 2006	25-009	PN96 RR Arm
Multimatic Inc.	Nov. 28, 2006	25-036	P221 Crew Cab Arm
Multimatic Inc.	Nov. 28, 2006	M2068830	GMT 193 Arm
Multimatic Inc.	Nov. 28, 2006	M2076030	GMT 600 Arm
Multimatic Inc.	Nov. 28, 2006	25-022	GMT 360 Arm
Multimatic Inc.	Nov. 28, 2006	M6075030	J2902 Frt Arm
Multimatic Inc.	Nov. 28, 2006	M6050030	J2902 RR Arm
Multimatic Inc.	Nov. 28, 2006	M7000030	J94 Frt Arm
Multimatic Inc.	Nov. 28, 2006	M7000230	J94 RR Arm

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<b>Bond in Favour of</b>	<b>Date or Associated Order #</b>	<b>Covering Tag or Tool Number</b>	<b>Huronian Number</b>	<b>Tool Description</b>	<b>Associated Part #</b>
KTM Locks, a Division of Atoma International Corp. ("KTM")	Jul. 13, 2005	7700	17-008	Plastic Housing, RH	
KTM	Jul. 13, 2005	7701	17-007	Plastic Housing, LH	
Dortec Industries	Sept. 28, 2006	D9639		I/S Frt Rh Assembly Equip.	989828
Dortec Industries	Sept. 28, 2006	D9700		I/S Frt Lh Assembly Equip.	989829
Dortec Industries	Sept. 28, 2006	D9639		I/S Rr Rh Assembly Equip.	989830
Dortec Industries	Sept. 28, 2006	D9700		I/S Rr Lh Assembly Equip.	989831
Dortec Industries	Jul. 13, 2005		27-022	Lever - RR Lockout P221	
Dortec Industries	Jul. 13, 2005		27-023	Lever - RR Lockout P221	
Dortec Industries	Sept. 20, 2006	F5441	27-039	Striker Guide	25009940
Dortec Industries	Sept. 20, 2006	F5442	27-040	Spacer	25012210
KTM	Oct. 20, 2006		8041	U.Van Cover	A03223
Dortec Industries	Sept. 20, 2006		27-001		
Dortec Industries	Sept. 20, 2006		27-002		
Dortec Industries	Sept. 20, 2006		27-003		
Dortec Industries	Sept. 20, 2006		27-004		
Dortec Industries	Sept. 20, 2006		27-005		
Dortec Industries	Sept. 20, 2006		27-006		
Dortec Industries	Sept. 20, 2006		27-007		
Dortec Industries	Sept. 20, 2006		27-008		
Dortec Industries	Sept. 20, 2006		27-013		
Dortec Industries	Sept. 20, 2006		27-014		
Dortec Industries	Sept. 20, 2006	F1984		LH/RH BASE CHK. FIX.	F1095819
Dortec Industries	Sept. 20, 2006	F1982		I/S RH/LH BASE HNDL. CHK. FIX.	
Dortec Industries	Sept. 20, 2006	F1983		I/S RH/LH BASE HNDL. CHK. FIX.	
Dortec Industries	Sept. 20, 2006	F1985		I/S RH/LH HNDL. CHK. FIX.	
Dortec Industries	Sept. 20, 2006	F1980		I/S LK Lever CHK. FIX.	

<b>Bond in Favour of</b>	<b>Date or Associated Order #</b>	<b>Covering Tag or Huronia Tool Number</b>	<b>Number</b>	<b>Tool Description</b>	<b>Associated Part #</b>
Dortec Industries	Sept. 20, 2006	F1981		I/S LK Lever CHK. FIX.	
Dortec Industries	Jan. 27, 2000	F3648	27-001	U152 I/S LH Handle	
Dortec Industries	Jan. 27, 2000	F3649	27-002	U152 I/S RH Handle	
Dortec Industries	Jan. 27, 2000	F3647	27-003	U152 I/S LH LOCK LEVER	
Dortec Industries	Jan. 27, 2000	F3646	27-004	U152 I/S RH LOCK LEVER	
Dortec Industries	Jan. 27, 2000	F3645	27-005	U152 I/S FRT LH BASE	
Dortec Industries	Jan. 27, 2000	F3644	27-006	U152 I/S FRT RH BASE	
Dortec Industries	Jan. 27, 2000	D9699	27-007	U152 I/S Rr LH BASE	
Dortec Industries	Jan. 27, 2000	D8157	27-008	U152 I/S Rr RH BASE	
Dortec Industries	Dec. 12, 2006	F3648	27-001	U152 I/S LH Handle	
Dortec Industries	Dec. 12, 2006	F3649	27-002	U152 I/S RH Handle	
Dortec Industries	Dec. 12, 2006	F3647	27-003	U152 I/S LH LOCK LEVER	
Dortec Industries	Dec. 12, 2006	F3646	27-004	U152 I/S RH LOCK LEVER	
Dortec Industries	Dec. 12, 2006	F3645	27-005	U152 I/S FRT LH BASE	
Dortec Industries	Dec. 12, 2006	F3644	27-006	U152 I/S FRT RH BASE	
Dortec Industries	Dec. 12, 2006	D9699	27-007	U152 I/S Rr LH BASE	
Dortec Industries	Dec. 12, 2006	D8157	27-008	U152 I/S Rr RH BASE	
Dortec Industries	Jul. 13, 2005	4749	27-024	Bumber - Ratchet	F11242A
Dortec Industries	Jul. 13, 2005	4748	27-030	Seal	F11332B
Dortec Industries	Jul. 13, 2005	F4696	27-029	Link - Child Lock	F11470
		(Replacement Tag F5709)			
Dortec Industries	Jul. 13, 2005	F4770	27-028	Link - Child Lock	F11471
Dortec Industries	Jul. 13, 2005	4950	27-015/27-016	P221 I/S Handle	F11744/5
Dortec Industries	Jul. 13, 2005	F4956	27-025	P221 I/S RR CAP	F11746
Dortec Industries	Jul. 13, 2005	F4951	27-018	Bezel - RR I/S	F11748/9
Dortec Industries	Jul. 13, 2005	F4954	27-019/27-020	Bezel - Interlock	F11768/9
Dortec Industries	Jul. 13, 2005	F4955	27-021	Lever - Bell Crank	F11772
KTM	Oct. 10, 2006	8039			G53400/G53500

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<b>Bond in Favour of</b>	<b>Date or Associated Order #</b>	<b>Covering Tag or Huronia Tool Number</b>		<b>Tool Description</b>	<b>Associated Part #</b>
KTM	Oct. 10, 2006	8042		Saturn Hood Release Handle	G54410
KTM	Oct. 10, 2006	7570	17-062/17-064	ASP Track Plastic - LH/RH	U03279/U03379



Bond in Favour of	Date or Associated Order #	Covering Tag or Tool Number	Huronian Number	Tool Description	Associated Part #
KTM Locks, a Division of Atoma International Corp.	604499	17-055		Housing Cinch Mold	25002156
		17-056			
Dortec Industries	76959	F5683		U222 Front Carrier LH/RH	3014502B/3014539B
Dortec Industries	78773	F6062		1+1 Carrier Mold (Rear)	3014551/2
Dortec Industries	64837	F4204		2 cav. Mold for U222 Frt. Carrier	F10892/3T00
Dortec Industries	61552	F552, (F 2983 old), F2982		2 cav. Mold for U222 Frt. Carrier	F10892/3T00
Dortec Industries	64842	F4207		Check fixture for F 10896/7D Rear carrier	F10896/7M00
Dortec Industries	64842	F554, (F 4206 old #)		2 cav. Mold for U222 Rear Carrier	F10896/7M00
Dortec Industries	61552	F2982		2 cav. Mold for U222 Rear Carrier	F10896/7M00
Dortec Industries	64842	F4207		Check fixture for F 10896/7D Rear carrier	F10896/7M00
KTM	604733	7505		Rt Anti Pinch	3015715/18
		7506			
		7507			
		8040			
KTM	July 13/05	5492		Lever, Child Safety	
KTM	July 13/05	7697		Lever, Child Safety	
		5497			

<b>Bond in Favour of</b>	<b>Date or Associated Order #</b>	<b>Covering Tag or Tool Number</b>	<b>Huronia Number</b>	<b>Tool Description</b>	<b>Associated Part #</b>
		5493			
KTM	July 13/05				
KTM	July 13/05	5491		Lever, Child Safety	
KTM	July 13/05	5298, 5498		Lever, Inter, - Child Safety	
KTM	579864		17-036	RS Housing	B59360
KTM	604182	8043	17-066	Lambda Carrier	25002508/9
KTM	605970	8043		GMT 967 Carrier LH/R	3016707/6
		7708			
		7709			
		7710			
		7711			
KTM	594619, 602269	8026		Gauge for GMT900 Carrier & Carrier for APS	205001828/9
		8027			
		8028			
KTM	602269	7403	17-052/3	GMT 900 APS Carrier	25001828/9
KTM	July 13/05	6247	17-046		
KTM	July 13/05	5248	17-047		
KTM	July 13/05	6242	17-044	Lever, Release	
KTM	July 13/05	6249	17-048		
KTM	July 13/05	6243	17-045		
KTM	July 13/05	6250	17-049	Lever, Actuating	

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<b>Bond in Favour of</b>	<b>Date or Associated Order #</b>	<b>Covering Tag or Tool Number</b>	<b>Huronina Number</b>	<b>Tool Description</b>	<b>Associated Part #</b>
The Windo-Motion Division of Magna Closures Inc.	21-Aug-07		F040001/F040002	Chrysler RT and JS41 A Pillar Bushing, Inserts 3+3 mold	306640/537
Windo-Motion	27-Oct-2006 (re: PO 3854 and 4433)		F040003/F040004 F040009	Rear Drum Housing (WK/XK)	306646/543 3020842
KTM	7-Dec-07	8169		JK Grip	3018857
KTM	12-Jul-07	8172		Button	3018858
Windo-Motion	4-Oct-2006 (re: PO 00048)		F040005/F040006	Rear Brushing GS	3006606/3006627
Windo-Motion	4-Oct-06		F040007/F040008		3020843/3020844
Windo-Motion	27-Oct-2006 (re: PO 3784)		F040013/F040012		3014346/3014347
Windo-Motion	27-Oct-2006 (re: PO 3783)		F040010/F040011		3014348/3014349

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IN THE MATTER OF AN APPLICATION UNDER SECTION 47(1) OF *THE BANKRUPTCY AND INSOLVENCY ACT* R.S.C. 1985, C.B-3

Court File No: CV-08-7722-00CL

AND IN THE MATTER OF SECTION 101 OF *THE COURTS OF JUSTICE ACT*, R.S.O. 1990, C.C-43

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER**

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