

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

THE HONOURABLE)
) MONDAY, THE 12TH DAY
MR. JUSTICE FARLEY)
) OF SEPTEMBER, 2005
)

**IN THE MATTER OF AN APPLICATION UNDER SECTION 47(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED
AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c.C-43, AS
AMENDED**



DAIMLERCHRYSLER CORPORATION

Applicant

- and -

VSA, LLC

Respondent

ORDER

THIS MOTION made by DaimlerChrysler Corporation (the "Applicant") for an Order pursuant to section 47(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. as interim receiver and receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of VSA, LLC (the "Debtor") was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the Notice of Motion, the affidavit of William C. Andrews sworn September 9, 2005 and the exhibits thereto and on hearing the submissions of counsel for the Applicant, The Huntington National Bank ("HNB"), Viking Management, LLC,

Triune Holdings, LLC, Patrick James, Jay Schabel and Michael Klinginsmith (collectively, the "Sub-Debt Holders") and the Debtor and on reading the consent of Zeifman Partners Inc. to act as the Receiver.

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 47(1) of the BIA and section 101 of the CJA, Zeifman Partners Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

3. **THIS COURT ORDERS** that the Receiver shall have no power or authority to collect accounts receivable (including, without limitation, any tax refunds) owing to the Debtor as of August 5, 2005 (the "Effective Date") which shall be collected by, and paid directly to, HNB in accordance with existing arrangements.

4. **THIS COURT ORDERS** that the Receiver be and the same is hereby authorized and directed to adopt the terms of the Accommodation Agreement dated as of August 5, 2005 (the "Effective Date") among, *inter alia*, the Applicant, HNB, the Debtor and the Sub-Debt Holders (the "Accommodation Agreement"), a copy of which (excluding Schedule "3" – Draft Receivership Order) is attached as Schedule "A" hereto and shall carry out and perform the obligations and exercise the rights of the Debtor set out therein in accordance with and pursuant to the terms of the Accommodation Agreement, the terms of which are hereby approved. To the extent that matters are not dealt within this Order or any of the provisions of this Order are inconsistent with the terms of the Accommodation Agreement, then the Receiver's rights and obligations shall be governed by the terms of the Accommodation Agreement.

RECEIVER'S POWERS

5. THIS COURT ORDERS that, subject to paragraphs 3 and 4 hereof and the terms of the Accommodation Agreement, 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 and control of the Property any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of 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 powers and duties 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 \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; 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 make an assignment into bankruptcy or file a notice of intention to make a proposal for and on behalf of the Debtor;
- (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; and
- (s) to take any steps reasonably incidental to the exercise of these powers,

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.

6. **THIS COURT ORDERS** that the Receiver be and the same is hereby authorized and directed to sell to the Applicant (or its affiliates, as applicable) the Eligible Inventory (as defined in the Accommodation Agreement) such Eligible Inventory shall be sold and transferred to the Applicant free and clear of all Encumbrances (as defined in paragraph 23 hereof) and that the proceeds of such sale of Eligible Inventory as of the Effective Date shall be paid directly to HNB in permanent reduction of amounts owed to HNB by the Debtor.

7. **THIS COURT ORDERS** that if the Receiver is provided with funds specifically identified to pay certain amounts owing to the Debtor's employees for a period prior to the date of this Order, then the Receiver, in the name of and on behalf of the Debtor and without personal or corporate liability, shall be authorized and directed to pay such funds to the Debtor's employees.

8. **THIS COURT ORDERS** that the Receiver shall provide the Applicant, HNB and the Sub-Debt Holders, and their agents and advisors, with full access to the Debtor's books, records and Property wherever they may be situated, which right of access includes the right to inspect and appraise the Property.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

9. **THIS COURT ORDERS** that, subject to paragraphs 3 and 4 hereof and the terms of the Accommodation Agreement, (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, 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 other than HNB (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.

10. **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 10 or in paragraph 11 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.

11. **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

12. 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

13. THIS COURT ORDERS that, subject to paragraphs 3 and 4 hereof and the terms of the Accommodation Agreement, 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

14. THIS COURT ORDERS that, subject to paragraphs 3 and 4 hereof and the terms of the Accommodation Agreement, 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 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

15. 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

16. **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

17. **THIS COURT ORDERS** that, subject to paragraphs 3 and 6 hereof, and the terms of the Accommodation Agreement, 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

18. **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 wages, severance pay, termination pay, vacation pay, payment in lieu of notice, or any other termination payment under any Labour Laws (as hereinafter defined) or collective agreement, or pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

19. **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.

20. **THIS COURT ORDERS** that nothing herein shall prejudice the rights of any employee of the Debtor to advance in these proceedings or in any subsequent bankruptcy of the Debtor any and all claims as they may have against the Debtor for payment in lieu of notice, severance pay, vacation pay, or any other employment benefit or termination pay and any payment related to any kind of pension funding obligation related to or calculated based upon the period of employment of any employee of the Debtor under the *Labour Relations Act*, the *Employment Standards Act, 2000*, the *Pension Benefits Act* or any provincial, municipal or other legislation or common law relating to employment or labour standards (the "Labour Laws").

LIMITATION ON ENVIRONMENTAL LIABILITIES

21. **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

22. **THIS COURT ORDERS** that, pursuant to section 14.06 of the BIA, the Receiver is not and shall not be deemed or found to be liable to pay or otherwise required by any Court or tribunal to pay any amount in respect of which any person had or could have had claims against the Debtor that is related to a requirement imposed on the Debtor to pay an amount where the claims to such amount arose or could have arisen before or upon the Receiver's appointment. 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. 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

23. **THIS COURT ORDERS** that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel (the "Receiver's Fees and Disbursements"), shall be allowed to it in passing its accounts. Subject to the terms of the Accommodation Agreement, the Receiver's Fees and Disbursements shall form a first charge on the accounts receivable, inventory and capital assets of the Debtor created or purchased on or after the Effective Date and the proceeds thereof (the "Post-Effective Date Property"), in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise ("Encumbrances") in or to the Post-Effective Date Property, in favour of any Person (the "Receiver's Charge").

24. **THIS COURT ORDERS** the Receiver and its legal counsel shall pass their 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.

25. **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

26. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that: (i) the borrowing is in accordance with the terms of the Accommodation Agreement; and (ii) the outstanding principal amount is in conformity with the Budget (as defined in and attached to the Accommodation Agreement); and does not exceed US \$9,000,000 (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. Subject to the terms of the Accommodation Agreement, the Receiver's Borrowings Charge shall be subordinate to the security interests, charges, mortgages, liens and encumbrances of HNB and the Sub-Debt Holders on all property, assets and undertaking of the Debtor other than the Post-Effective Date Property and has priority over all other Encumbrances, except the Receiver's Charge.

27. **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 obtained on 7 days' notice to HNB and to the Sub-Debt Holders unless otherwise agreed to by HNB and the Sub-Debt Holders.

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

29. **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

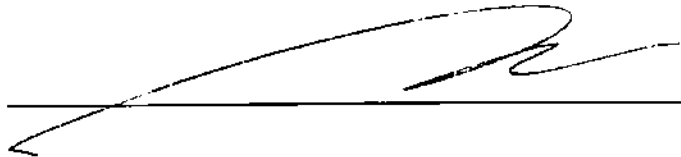
30. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

32. **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.

33. **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.

34. **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, the Applicant, HNB and the Sub-Debt Holders 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.



JOSEPH P. VAN TASSEL
REGISTRAR

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

SEP 13 2005

DE R/PAS



SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Zeifman Partners Inc., the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of VSA, LLC appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 2005 (the "Order") made in an action having Court file number _____ 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 (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of the Post-Effective Date Property (as defined in the Order) 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.

- 16 -

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) 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 _____, 2005.

ZEIFMAN PARTNERS INC., solely in its capacity
as Receiver of the Property (as defined in the Order),
and not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE "A"

ACCOMMODATION AGREEMENT

DaimlerChrysler Corporation, DaimlerChrysler Canada Inc. and DaimlerChrysler Motors Company, LLC (the "Customer"), The Huntington National Bank (the "Lender"), VSA, LLC (the "Supplier"), and Viking Management, LLC, Triune Holdings, LLC, Patrick James, Jay Schabel and Michael Klinginsmith (the "Sub-Debt Holders") enter into this Accommodation Agreement ("Agreement") as of August 5, 2005 (the "Effective Date").

RECITALS

A. Pursuant to various purchase orders and/or supply contracts (the "Purchase Orders") between Supplier and the Customer, Supplier is obligated to manufacture and supply the Customer with component parts or assembled goods called for by the Purchase Orders (the "Component Parts"). The definition "Component Parts" includes any parts bank inventory required to be produced for the Customer ("Inventory Parts Bank").

B. Pursuant to the Credit Agreement dated January 27, 2005 (the "Credit Agreement") and various other loan and security agreements and documents (as they may be amended from time to time and, together with the Credit Agreement, the "Loan Documents"), the Lender provides substantially all of Supplier's working capital financing subject to a borrowing base set forth in the Credit Agreement and the terms and conditions of the Loan Documents. The Supplier has acknowledged and agreed that it is in default under the Loan Documents and based upon such defaults, the Lender has no obligation to make any further advances to the Supplier.

C. The Sub-Debt Holders have advanced funds to Supplier from time to time and have taken security on the assets of Supplier that is subordinate to Lender (the "Sub-Debt Security").

D. Supplier has advised the Customer, the Sub-Debt Holders and the Lender that it faces certain financial problems that may impact Supplier's ability to supply the Component Parts. Supplier has advised the Customer, the Sub-Debt Holders and the Lender at this point it is not sure how best to deal with the liquidity issue but there are two possibilities that it is considering: (1) a sale of the business of the Supplier (the "Business") as a going concern; or (2) an orderly wind-down. Without the accommodations provided for by the Customer, the Sub-Debt Holders and the Lender under this Agreement, Supplier will be unable to continue to supply the Component Parts as required under the Purchase Orders and will not be able to proceed with any going concern sale or an orderly wind-down.

E. Supplier acknowledges and agrees that, in addition to constituting a material default under the Purchase Orders, any material lapse in production and/or timely shipment of the Component Parts will result in irreparable harm to the Customer.

F. Supplier has requested that the Customer and the Lender provide certain financial and other accommodations to Supplier to assist Supplier in addressing its cash flow problems and give it time to effect a going concern sale or an orderly wind-down. Similarly, due to the concerns and uncertainties surrounding Supplier's financial condition, the Customer has requested that Supplier provide the Customer, the Lender and the Sub-Debt Holders with certain assurances and acknowledgements to induce the Customer, the Lender and the Sub-Debt Holders to provide these accommodations.

G. Supplier acknowledges that it is necessary and appropriate that an interim receiver be appointed pursuant to section 47 of the *Bankruptcy and Insolvency Act* (and pursuant to section 101 of the *Courts of Justice Act*) ("Receiver") by order of the Ontario Superior Court of Justice (Commercial List) (the "Court") upon the application of DaimlerChrysler Corporation at the earliest opportunity (the "Receivership Order"). The Lender and the Sub-Debt Holders do

not oppose such appointment and the Supplier consents to such appointment. References hereinafter to "Supplier" that relate to matters or events that occur after the appointment of the Receiver shall be deemed to mean the Receiver in connection with its appointment pursuant to the Receivership Order.

H. In this Agreement: (i) the Customer, the Sub-Debt Holders and the Lender have agreed to provide certain accommodations to Supplier; (ii) Supplier has agreed to provide certain assurances and acknowledgements to the Customer; (iii) Supplier has agreed to provide certain assurances and acknowledgments to the Lender and the Sub-Debt Holders; (iv) the Lender has agreed to provide certain assurances and acknowledgements to the Customer; and (v) the Customer has agreed to provide certain assurances and acknowledgments to the Lender and to the Sub-Debt Holders.

BASED UPON 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. Customer's Accommodations.

A Limitation of Setoffs.

(i) Except for the "Allowed Setoffs" (defined below), the Customer agrees, for the benefit of the Lender and Sub-Debt Holders only, not to assert or exercise any right of setoff, recoupment or other deduction of any kind against its accounts payable owing to Supplier which arise at any time after the Effective Date of this Agreement through the end of the Funding Period (as the Funding Period may be extended from time to time pursuant to Section 1.C. of this Agreement) (the "Post-Agreement Payable"), including any setoffs or recoupments for any incidental, special or consequential damages heretofore incurred or which may later be incurred as a result of Supplier's failure to perform its obligations under the Purchase Orders, this Agreement or otherwise. For

purposes of this Agreement, "Allowed Setoffs" means: (a) setoffs and recouplements for ordinary course of business claims (e.g. short shipments, defective or non-conforming products, improper invoicing and premium freight charges not caused by Customer), but, for the avoidance of doubt, specifically excluding any special or consequential damages arising from or related to any of the foregoing (the "Ordinary Course Setoff"); and (b) any obligation of Supplier incurred in connection with the DaimlerChrysler Steel Offload Program (the "DCO Program Setoff"). The Customer shall pay such net Post-Agreement Payable to the Supplier on net instant terms.

(ii) With respect to its accounts payable owing to the Supplier on or before the Effective Date of this Agreement (the "Pre-Agreement Payable"), "Allowed Setoffs" means: (a) any Ordinary Course Setoff; and (b) any DCO Program Setoff. Customer agrees that, to the extent that it has issued the non-conforming ticket debits with respect to the Pre-Agreement Payable (in the amount of approximately US\$463,000), such debits (the "Revoked Debits") will be reversed. Except for such Allowed Setoffs, Customer agrees, for the benefit of the Lender and the Sub-Debt Holders not to assert any right of set off, recoupment or deduction of any kind against the Pre-Agreement Payable. Supplier acknowledges that there are no net Pre-Agreement Payables owing by Customer to Supplier as of the Effective Date. Nothing in the foregoing sentence shall be binding upon the Lender or any claim it may have against the Supplier or any party liable to the Lender with respect to the Supplier's obligations to the Lender.

(iii) Subject to the foregoing, the Customer reserves and shall retain all rights and claims against Supplier.

B Inventory Purchase Agreement.

(i) The Customer agrees to purchase: (a) all of the Supplier's raw material allocable to the supply of the Customer; (b) all work in progress relating to the supply of Component Parts to the Customer ("WIP"); and (c) all finished goods inventory that constitute its Component Parts, in each case, which are "usable" (as defined below) and "merchantable" (as defined below) (collectively, the "Eligible

Inventory") as of the Effective Date from the Supplier which the parties have agreed to be for an aggregate purchase price of US\$ 2,411,000 which shall be paid directly to the Lender by the Customer on or before September 14, 2005 and after the Effective Date from the Supplier in accordance with the terms hereof.

(ii) The Customer will purchase the Eligible Inventory free and clear of all liens and security interests of the Lender and the Sub-Debt Holders. Nothing in this paragraph shall restrict the Customer from seeking an order of the Court authorizing the purchase of the Eligible Inventory free and clear of all liens and encumbrances.

(iii) The term "merchantable" means merchantable as that term is defined in the *Sale of Goods Act* (Ontario) and reasonably in conformance with applicable Purchase Order or supply contract specifications.

(iv) The term "usable" means finished goods, WIP and raw materials (as the case may be) relating to the Component Parts that are not obsolete and are reasonably usable by the Customer, in the case of finished goods, and in the case of raw materials (or, in either case, the alternative supplier(s) of the Component Parts), in connection with manufacturing the Component Parts for which the Customer has or will have Unsatisfied Releases. If, at the end of the Funding Period, the Customer's Unsatisfied Releases for a particular Component Part are less than (i) the number of the particular finished Component Parts in Supplier's possession, plus (ii) the quantity of the Component Parts that could be manufactured from raw materials in Supplier's possession, then the Customer will purchase such Eligible Inventory in the following order of precedence: first, finished product and second, raw materials. Supplier agrees that it will not purchase raw materials or manufacture work-in-process in excess of the amount necessary to satisfy Unsatisfied Releases.

(v) The term "Unsatisfied Releases" means the quantity of the Component Parts provided in actual releases minus the quantities of the Component Parts shipped by Supplier after receipt of such releases and authorizations. For purposes of calculating Unsatisfied Releases, Supplier is entitled to rely upon the

release quantities at the time the raw material was ordered. Inventory Parts Banks shall only be produced by Supplier pursuant to releases and authorizations issued by the Customer.

(vi) The purchase price for the Eligible Inventory to be purchased under this Agreement will be calculated as follows:

- (a) for raw materials – 100% of the cost of the raw materials, with cost based on Supplier's actual cost (however, notwithstanding the foregoing, the Customer will buy back any raw materials at 100% of cost that the Customer required Supplier to purchase above normal production release schedules);
- (b) for WIP – 100% of the pro-rated Purchase Order price if the same were completed (with such pro-ration made on a percentage of completion basis as determined by the Supplier and the Customer); and
- (c) for finished Component Parts – 100% of Supplier's existing selling price as set forth in the representative Purchase Orders.

The purchase price for Eligible Inventory existing after the Effective Date of this Agreement shall be paid to Supplier, without setoff (including, for the avoidance of doubt, without Allowed Setoffs), recoupment or deduction for any claim or right any Customer may have against Supplier or any other party. All prices are and the Eligible Inventory existing after the Effective Date will be sold F.O.B. Supplier. The Customer shall pay the purchase price to the Supplier, within 10 days after the date on which delivery (F.O.B. Supplier) of the Eligible Inventory is made available to the Customer at the location at which the Eligible Inventory is then located. Supplier acknowledges that the foregoing prices to be paid by the Customer for the Eligible Inventory existing after the Effective Date constitute commercially reasonable prices, and that any sale pursuant to the foregoing shall be deemed commercially reasonable in all respects, including, without limitation, time, method, place and terms.

(vii) Subject to the Eligible Inventory meeting the definition of "useable" and "merchantable" as set forth above, all of the Eligible Inventory (and related supplier warranties) sold hereunder to the Customer by the Supplier shall be sold "AS IS", "WHERE IS", WITH NO WARRANTIES, EXPRESSED OR IMPLIED, WHATSOEVER INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE. However, any warranties related to the Eligible Inventory that are given to Supplier by its suppliers shall be deemed to pass to such Customer upon such Customer's purchase of the particular Eligible Inventory to the fullest extent permitted under applicable law.

C. Working Capital Financing.

Absent any Default, after the Effective Date of this Agreement and through to February 5, 2006, or as may be extended from time to time (but in no event beyond July 31, 2006) by the agreement of each of the Customer, the Receiver and the Lender (the "Funding Period") the Customer will make working capital loans available to the Supplier in an aggregate amount of up to US\$ 9,000,000 (the "Working Capital Loans"). The Working Capital Loans will be used as required to, *inter alia*, fund the operations of the Supplier, the costs of disposing of the Business and payment of certain fees and disbursements (including the Lender's attorney's and consultant's fees and disbursements) in accordance with the budget attached as Schedule 1 (the "Budget"). The Budget has been approved by the Supplier and the Customer. The Customer, the Sub-Debt Holders and the Lender agree that the Working Capital Loans will be secured against the undertaking, property and assets of Supplier, which security shall: (i) subject to section 3D hereof, have priority over all other charges with respect to the accounts receivable, inventory and capital assets of the Supplier purchased or created (as the case may be) after the Effective Date of this Agreement; and (ii) be

subordinate only to the security of the Lenders and the Sub-Debt Holders with respect to all other undertaking, property and assets of the Supplier (the "Existing Security"). The security for the Working Capital Loans and the priority therefore will be set out in the Receivership Order.

D. Facilitation of Appointment of Receiver.

The Customer shall provide the necessary financial (including indemnification) commitments to the Receiver to facilitate the Receiver's consent to accept the appointment and to adopt the terms of this Accommodation Agreement.

E. Limited Contribution of Customer to Reduce Potential Shortfall.

In the event that the Lender is not repaid all amounts of principal, interest and any un-reimbursed costs and expenses including fees of the Lender's attorneys and consultants owing to it (the "Lender's Pay-out Amount") and no going concern sale to a Qualified Buyer is being pursued in accordance with paragraph 4C hereof (a "Going Concern Sale"), the Customer shall pay to the Lender the Lender's Pay-out Amount, up to a maximum amount of \$500,000 U.S. (the "Customer Payment") such payment to occur on the earlier of the date on which it is determined by the Lender and the Customer that a Going Concern Sale cannot be completed in accordance with paragraph 4C hereof or November 30, 2005. The Customer Payment shall be applied by the Lender as a permanent reduction of the amount owing by the Supplier to the Lender. The Customer shall not obtain any right of subrogation to the rights of the Lender, or any right of contribution or other recourse under, any personal guarantees held by the Lender by making the Customer Payment. Upon payment by the Customer of any amount to the Sub-Debt Holders in accordance with the following provisions, the

Sub-Debt Holders shall assign to the Customer a portion of their indebtedness and security from the Supplier pursuant to which the Customer shall be entitled to recover the Customer Payment (but no amount exceeding the Customer Payment) from any proceeds of the liquidation of the undertaking, property and assets of the Supplier subject to the Existing Security, only after the Sub-Debt Holders have received the first US\$500,000 of any such proceeds payable to them pursuant to the Sub-Debt Holders' security.

If there is a Going Concern Sale that has been agreed to by the Lender and Lender does not receive the Lender's Pay-out Amount from the proceeds thereof, the Customer agrees to pay, to a maximum of US\$500,000, the amount necessary for the Lender to receive the Lender's Pay-out Amount, and, if applicable, to pay the difference between (i) the aforesaid amount so paid by the Customer and (ii) US\$500,000 to the Sub-Debt Holders.

If there is a Going Concern Sale that has been agreed to by the Lender and Lender has been paid the Lender's Pay-out Amount from the proceeds thereof but the Sub-Debt Holders have not received US\$500,000, the Customer agrees to pay the difference between: (i) the amount the Sub-Debt Holders have received from the proceeds and (ii) US\$500,000 to the Sub-Debt Holders. However, in either of the aforementioned cases of liability to the Sub-Debt Holders arising, the amount to be paid by the Customer to the Supplier shall be reduced by any amount that the Supplier hereafter pays to Columbus Components Group in respect of the shipment of certain Component Parts made prior to the Effective Date.

For certainty, it is understood and agreed that nothing herein shall affect the entitlement of the Lender to be paid the Lender's Pay-out Amount, in priority to

the Sub-Debt Holders in accordance with existing arrangements between the Lender and the Sub-Debt Holders.

In addition, it is understood and agreed that the maximum liability of the Customer under this paragraph is US\$500,000.

F. Compensation for use of assets.

Customer will make a monthly (or applicable pro-rata portion thereof) payment in the amount of US\$35,000 to the Lender commencing three business days after the date of the Receivership Order (but effective as of September 1, 2005 and due and payable on the first day of each month thereafter) in respect of compensation for the use of the undertaking, property and assets of the Supplier subject to the Existing Security during the Funding Period. The amount received by the Lender will be applied to permanently reduce the indebtedness of the Supplier to the Lender.

G. Limited Contribution to Legal Fees of Supplier/Sub-Debt Holders.

Customer will make a one time only contribution of \$50,000 Cdn. towards the legal fees of the Supplier and the Sub-Debt Holders, to be allocated between such parties as they may agree. Payment is to be made within 3 business days after receipt of copies of invoices totaling (at least) \$50,000 Cdn. issued by the respective counsel to the Supplier and the Sub-Debt Holders. Nothing herein contained shall affect or impair the right of the Sub-Debt Holders to be paid all amounts owing to them under the Sub-Debt Holder's Security including legal and attorney fees and disbursements.

H. Payment of Attorney's and Consultant's Fees of the Lender.

Customer will reimburse Lender for Lender's attorney's and consultant's fees and disbursements as reflected in the Budget.

2. **Forbearance.** Absent any Default (as defined hereunder) under any Purchase Order and provided that Supplier and Lender comply with all of the terms of this Agreement, with exception of the Allowed Resourced Parts (defined below), the Customer agrees to forbear from resourcing existing business from Supplier during the Funding Period; provided, however the foregoing shall not prohibit the Customer from taking action to prepare for resourcing including, without limitation, entering into agreements with alternative sources for the production of parts. For the purposes of this Agreement, "resourcing" shall include any activity of the Customer that results in a Component Part currently produced by Supplier which is subject to an existing Purchase Order being purchased from some other source unless such source currently produces the same part as a Component Part under a separate purchase order with the Customer. Notwithstanding the foregoing, "resourcing" does not include changes in releases due to normal business fluctuations, cessation of production due to product or program changes, cancellations or modifications or changes in factory assist/offload business. "Allowed Resourced Parts" means those Component Parts listed on Schedule 2.

3. **The Lender's and/or Sub-Debt Holders' Accommodations.**

A. **Appointment of Receiver.**

On the basis that the Customer and the Supplier will comply with all of the terms of this Agreement, the Lender and the Sub-Debt Holders agree: (i) not to oppose an Order for the appointment of Zeifman Partners Inc. as Receiver of the Supplier on terms substantially in the form of the draft Receivership Order attached as Schedule 3 [which contemplates both the authorization to adopt this Agreement

and to carry out all matters incidental thereto] to be made on September 12, 2005 or as soon after that date as the motion for the Receivership Order can be heard by the Court; and (ii) that the milestones for the Supplier described in paragraph 4C hereof are reasonable.

B. Repayment to Lender / Repayment to Supplier.

In the event that the Lender collects any payment that should be paid to the Supplier under the terms of this Agreement, the Lender agrees that it will, upon written request of Supplier, forthwith forward such funds to the Supplier. In the event that the Supplier collects any payment (including tax refunds) that should be paid to the Lender under the terms of this Agreement or its security, the Supplier agrees that it will forthwith forward such funds to the Lender. For the purpose of the foregoing sentence only, "Supplier" shall mean, at all times, VSA, LLC and the Receiver.

C. Accrual of Interest.

Lender shall continue to accrue interest on the indebtedness of the Supplier during the Funding Period (excluding any extension beyond February 5, 2006) at the non-default rates set out in the Loan Documents. The Sub-Debt Holders agree to continue to accrue interest on the indebtedness owing to them during the Funding Period in accordance with existing arrangements with the Supplier and acknowledge that payment of interest is not contemplated in the Budget.

D. Collection of Accounts Receivable

Lender will continue to collect all accounts receivable (including, without limitation, tax refunds owing to Supplier) owing to the Supplier prior to the appointment of the Receiver. With respect to all accounts receivable that are

payable to the Supplier arising after the Effective Date (ie from shipments occurring after the Effective Date) from persons other than the Customer, the Lender agrees that it is entitled to that portion of such net accounts receivable which takes into consideration the inventory value of the relevant parts as of the Effective Date as set forth in paragraph 1B(vi) hereof (the "Inventory Value") and the conversion costs incurred after the Effective Date (the "Conversion Costs"), which portion shall be determined by multiplying the amount actually received by the Lender with the fraction that is determined as follows:

$$\frac{\text{Inventory Value}}{\text{Inventory Value} + \text{Conversion Costs}}$$

Lender agrees to retain only the portion determined as set out above and to pay the balance of such accounts receivable to the Supplier. In no event will the Lender be entitled to an amount that is greater than the Inventory Value.

4. Supplier's Assurances.

A. Operating Within Budget.

Supplier shall use its best efforts to operate in a manner that is consistent in all material respects with the Budget during the Funding Period.

B. Production Maintenance.

Supplier agrees to maintain production of the Component Parts for the Customer according to the Purchase Orders, as supplemented and modified by this Agreement, and releases issued by the Customer pursuant thereto. Further, Supplier agrees immediately upon execution of this Agreement to start and diligently pursue to completion the building of two-week inventory parts banks of the Component Parts for the Customer at the Customer's request. Supplier will

ship and invoice the Component Parts being built for the Inventory Parts Bank as they are produced. Such Inventory Parts Banks will be subject to:

- i. the specific requirements of the Customer pursuant to issued releases;
- ii. internal capacity limitations (e.g., machine capacity and manpower limitations) of Supplier; provided, however, that Supplier shall utilize best efforts to ensure adequate capacity and manpower are available over the holiday shutdown period; and
- iii. availability of raw material and supplies.

Supplier will immediately notify the Customer of any issues that may inhibit Suppliers' ability to manufacture the Inventory Parts Bank. Supplier will also take all reasonable steps to ensure that there is no interruption or reduction to the supply of labor to the business and forthwith advise the Lender and the Customer of any anticipated material difficulties in connection therewith during the Funding Period.

C. Milestones.

- i. By September 21, 2005 the Supplier must have: (a) consulted with the Customer, the Lender and the Sub-Debt Holders; and (b) obtained the agreement of the Customer and the Lender regarding a marketing and sale process to sell the assets and/or undertaking of the Supplier as a going concern (the "Marketing and Sale Process").
- ii. By October 7, 2005, Supplier must have obtained Court approval of the Marketing and Sale Process.
- iii. By November 8, 2005 the Supplier must have entered into a binding letter of intent with respect to a sale of the Supplier's business and/or assets as a going concern to a Qualified Buyer (as defined below) acceptable to the Lender and the Customer, each acting reasonably.

- iv. By no later than November 30, 2005 the Supplier must have entered into an agreement of purchase and sale with a Qualified Buyer for a going concern sale, obtained an Order of the Court approving such sale and closed such sale.

For purposes of this Agreement "Qualified Buyer" means: (a) with regard to a going concern purchaser, a buyer: (i) who demonstrates to the satisfaction of all parties that it has the financial capability to close the proposed transaction; (ii) who demonstrates to the satisfaction of the Customer that it possesses the financial capabilities, business plan and management structure to operate the business; and (iii) whose offer exceeds the forced liquidation value of the undertaking, property and assets of the Supplier (excluding any Post-Agreement Payable and Eligible Inventory after the Effective Date) (collectively, the "Fixed Assets") as agreed to between the Customer, the Lender and the Sub-Debt Holders; and (b) with regard to a liquidation purchaser, demonstrates to the satisfaction of the Supplier, Customer, the Lender, and Sub-Debt Holders, that: (i) it has the financial capability to close the proposed transaction; and (ii) the offer exceeds the forced liquidation value of the Fixed Assets of the Supplier as agreed to between the Customer, the Lender and the Sub-Debt Holders.

Upon notice by the Customer and the Lender that the Supplier has failed to satisfy any of the milestones noted above, the Supplier will immediately (and in any event, not more than 3 business days) provide to the Customer, the Lender and the Sub-Debt Holders a plan to wind-down the business that allows for an orderly re-sourcing of production of the Component Parts (which shall include the building of necessary part banks as requested by the Customer) and wind-down of the business. The actual dates and milestones of the proposed wind-down plan must be acceptable to the Lender and the Customer and will be determined by the parties acting reasonably and in good faith but in no event shall such wind-down period extend beyond July 31, 2006.

D. Cash Management.

Supplier will operate the Business during the Funding Period and at all times consistent with the Budget.

E. Maintenance of Equipment

The Supplier will maintain the equipment in good order and repair at all times and shall use the equipment in the Business in a manner consistent with prior experience, subject only to normal wear and tear.

F. Replacement of deposits, etc.

Supplier agrees to pay to the Lender such amounts that, in the opinion of the Supplier, represent collectible deposits or amounts pre-paid by the Supplier prior to the Effective Date. such payment to be made on the earlier of the date that is 5 business days after such determination is made by the Supplier or September 30, 2005.

G. Other Acts.

Supplier agrees to do any other act, whether by corporate action or by assurance to the Customer or the Lender, as is or may be reasonably necessary to effectuate the terms of this Agreement, subject to the Supplier reserving the right to seek further direction of the Court.

H. Payment for other value received.

Supplier agrees to pay to the Lender such amounts that, in the opinion of the Supplier, represent actual value that the Supplier has received for such other items such as tax credits and other like amounts, such payment to be made to the Lender on the earlier of the date that is 5 business days after such determination is made by the Supplier or September 30, 2005.

5. Customer Owned Property. Supplier, Sub-Debt Holders and the Lender acknowledge and agree that certain tooling, fixtures, gauges, jigs, patterns, casting patterns, cavities, dies and molds used by Supplier in connection with its manufacture of the Component Parts for the Customer, together with such appurtenances, accessions and accessories (collectively, "Tooling"), exclusive of the "Unpaid Tooling" (defined below), are owned by the Customer (or affiliates of the Customer) and are being held by Supplier and, to the extent that Supplier has transferred the Tooling to third parties, by such third parties, as bailees-at-will. Immediately upon payment to or on behalf of Supplier of the unamortized portion of the purchase order price (which Customer obligations are subject to and shall be reduced by setoff, deduction or recoupment in respect of payments made to the Supplier by the Customer after the Effective Date) for any item of Unpaid Tooling (defined below), such item shall thereafter be included in the definition of Tooling that is not Unpaid Tooling under this Agreement. For purposes of this Agreement, the term "Unpaid Tooling" means, subject to the foregoing, all Tooling for which the Customer has not made full payment of the applicable purchase order price or which is not subject to a purchase order issued by the Customer. Each of the Supplier and the Customer will provide all parties hereto with their list of the Tooling by September 9, 2005. In the event of any dispute, the Supplier, the Customer, the Lender and the Sub-Debt Holders shall work in good faith to resolve the dispute within thirty business days of execution of this Agreement. Such parties agree to work in good faith to create and approve a list of the Unpaid Tooling acceptable to all of them, including the amounts owed in respect of any such Unpaid Tooling, within thirty business days of execution of this Agreement.

Neither Supplier, the Sub-Debt Holders or the Lender, nor any other person or entity other than the Customer (or its affiliates), has any right, title or interest in the Tooling that is not Unpaid Tooling and other than Supplier's rights, subject to the Customer's unfettered discretion to

utilize the Tooling in the manufacture of the Component Parts. The Customer, its affiliates or its designees shall have the right to take immediate possession of the Tooling that is not Unpaid Tooling at any time, without payment of any kind from the Customer to Supplier (other than as required by this Agreement) should the Customer elect to exercise such right, and Supplier hereby agrees to cooperate with the Customer in their taking possession of the Tooling that is not Unpaid Tooling. Customer agrees not to remove tooling during Funding Period, or any extension thereof, in any way that jeopardizes a going concern sale of the Business (insofar as that manner of sale is being pursued in accordance with paragraph 4C hereof) or the plan for the orderly wind-down approved by the Customer and the Lender under section 4C hereof unless there is a Default pursuant to any of paragraphs 7(a)-(e) or 7(i) hereunder. Subject to the terms and conditions of this Agreement and absent any material Default by the Customer hereunder, effective immediately upon written notice to Supplier and the Lender, without further notice or order of the Court, which rights, if any, are hereby waived, the Customer shall have the right to immediately enter the premises of Supplier and take possession of any and all Tooling that is not Unpaid Tooling, and Supplier and the Lender (if it has control of Supplier's premises) agree to provide the Customer or its nominee(s) with such access. The Supplier, the Sub-Debt Holders and the Lender each hereby authorize the Customer to record financing statements, with respect to such Tooling that is not Unpaid Tooling. Supplier also authorizes the Customer to affix any plate, stamp or other evidence of the Customer' ownership upon each item of Tooling that is not Unpaid Tooling.

6. Access: Right of Access. Supplier agrees that the Customer, the Sub-Debt Holders and the Lender, and their respective designees, agents and representatives, shall have access to Supplier's operations, books and records at any time during business hours, or outside of business hours upon reasonable request and prior notice. for the purposes of monitoring

Supplier's compliance with the terms of this Agreement and any other agreements and contracts between Supplier and the Customer or the Lender, including, but not limited to, the Purchase Orders and the Loan Documents.

7. **Default.** For the purpose of this Agreement, "Default" shall mean:

- (a) a material adverse change in the financial condition, business, operations or property and assets of the Supplier has occurred after the Effective Date (except a failure to achieve a "Milestone" under paragraph 4C hereof;
- (b) the Supplier repudiates, breaches or threatens to breach any of the terms of this Agreement or any Purchase Order which threatens the immediate production of the Customer;
- (c) the Supplier fails to perform or threatens not to perform services or deliver goods in accordance with any Purchase Order which threatens the immediate production of the Customer;
- (d) the Supplier ceases to satisfy the Customer's requirements pursuant to releases issued by the Customer to the Supplier in accordance with the Purchase Orders so as to result in the imminent interruption of the Customer's assembly operations;
- (e) the Supplier fails or refuses for any reason to ship or produce any Component Part, the consequence of which is that production at any of the Customer's assembly plant is interrupted;
- (f) the Customer fails to timely pay any of the amounts due to the Lender pursuant to paragraphs 1B(i), 1E, 1F or 1H hereof;
- (g) the Customer fails to provide the Working Capital Loans in accordance with paragraph 1C hereof;

- (h) the Receiver fails to maintain the equipment in accordance with paragraph 4E hereof or fails to remit to the Lender any funds required to be paid to the Lender in accordance with paragraph 3B hereof; and
- (i) a material breach of this Agreement by any of the parties hereto.

8. **Enforcement of security by Lender upon Default.** The Customer, the Supplier and the Sub-Debt Holders agree that the Lender is entitled to immediate possession of all assets subject to its security (the "Secured Assets"). In the event of a Default pursuant to any of paragraphs 7 (a) or (f) – (i) that is not waived by the Lender, each of the Customer, Supplier and Sub-Debt Holders consent to the immediate enforcement of the security and if necessary to an order of the Court, including an order to lift the stay under the Receivership Order, granting the Lender possession, control or any other ancillary or incidental relief in respect of the Secured Assets. Unless otherwise agreed with the Customer, the Lender will only take possession or control of the accounts receivable and inventory of the Supplier purchased or created (as the case may be) after the Effective Date of this Agreement if the Working Capital Loans have been paid in full.

9. **Contributions by Other Customers.** Supplier and the Customer agree to cooperate and use their reasonable efforts to obtain (a) contributions deemed adequate by the Customer from customers whose business makes up 5% or more of Supplier's total production (the "Other Customer") to fund operating losses via financial accommodations including but not limited to price increases, accelerated payment terms, payment of receivables owing to Supplier prior to August 5, 2005 and inventory buyback arrangements (collectively, "Financial Accommodations") such that the Customer and the Other Customer contribute equitably toward funding any operating losses incurred during the Funding Period, (b) agreements from the Other Customer to limit setoffs and recoupments on their respective accounts substantially similar to

the limitations set forth in the Agreement by the Customer, and (c) agreements not to resource during the Funding Period. To the extent an Other Customer refuses to sign a limitation of setoff agreement as provided above, unless otherwise consented to by the parties to this agreement, such Other Customer will be shipped product by Suppliers only on a cash in advance basis. Further, to the extent an Other Customer refuses to provide Financial Accommodations, Supplier agrees that it will cease using all funding and other accommodations provided by the Customer to fund that Other Customer's production upon three days notice.

10. Reservation of Rights. Except to the extent expressly provided in this Agreement, the Customer, the Sub-Debt Holders and the Lender reserve and do not waive any claims, rights and remedies that they individually may have against Supplier in connection with any prior, existing or future defaults under the Purchase Orders, any other agreements between the parties or otherwise applicable law, and the Customer and the Lender expressly reserve all such claims, rights and remedies they have under this Agreement, any Purchase Orders, the Loan Documents or any other agreements between the parties and otherwise applicable law. For the purposes of this section, and notwithstanding Recital "G", "Supplier" in this section means VSA, LLC and not the Receiver.

11. Continuation After Funding Period. Except as expressly set forth herein, the obligations created herein shall survive the expiration of the Funding Period.

12. Notice. Any notice or other instrument to be given hereunder shall be in writing and shall be deemed to be duly given if delivered by hand or sent by facsimile to the party to whom such communication is intended to be given and any notice so delivered or sent shall be deemed to have been duly given at the time of service on the day on which it was so delivered or sent, and if mailed, shall be deemed to be given three (3) days following the date of mailing. Until

changed by notice in the manner described above, the addresses of the parties for the purpose of notice shall be:

If to Customer:	DaimlerChrysler Corporation CIMS 483-03-12 800 Chrysler Drive Auburn Hills, Michigan 48326-2757 Attention: Kenneth P. Munn Facsimile: (248) 576-8394
And:	DaimlerChrysler Corporation CIMS 485-13-32 1000 Chrysler Drive Auburn Hills, Michigan 48326-2766 Attention: Kim R. Kolb Facsimile: (248) 512-4885
With a copy to:	Borden Ladner Gervais LLP 40 King Street West, Suite 4400 Toronto, Ontario M5H 3Y4 Attention: Craig J. Hill Facsimile: (416) 361-7301
If to Supplier:	VSA LLC 30505 Bainbridge Road, Suite 100 Solon, Ohio 44139 Attention: Philip Daetwyler Facsimile: (440) 349-8589
With a copy to:	Fraser Milner Casgrain LLP Attention: Joseph Marin Facsimile: (416) 863-4592
After the appointment of Receiver: (and instead of Supplier)	Zeifman Partners Inc. 1 Toronto Street, Suite 910 Toronto, Ontario M5C 2V6 Attention: Allan A. Rutman Facsimile: (416) 256-4001
With a copy to:	Minden Gross Grafstein and Greenstein LLP Attention: Kenneth L. Kallish Facsimile: 416-864-9223
If to the Lender:	The Huntington National Bank HC0733, Huntington Center 41 South High Street Columbus, Ohio 43287 Attention: Michael L. Reeves Facsimile: (614) 480-3795

With a copy to: Porter Wright Morris & Arthur LLP
41 South High Street, 31st Floor
Columbus, Ohio 43215
Attention: Jack R. Pigman, Esq.
Facsimile: (614) 227-2100

And: Blake Cassels & Graydon LLP
Attention: Steven Weisz
Facsimile: (416) 863-2653

If to Sub-Debt Holders: Buckingham, Doolittle & Burroughs, LLP
Attention: Patrick Keating
Facsimile: (330) 258-6559

With a copy to: Jay Schabel
Facsimile: (440) 349-8589

13. General Terms.

A. This Agreement together with the other documents executed in connection herewith, constitutes the entire understanding of the parties in connection with the subject matter hereof. This Agreement may not be modified, altered or amended except by an agreement in writing signed by all parties.

B. The parties executing this Agreement as representatives warrant that they have the power and authority to execute this Agreement on behalf of the corporation or entity that they represent and that their signatures bind said corporations or entities to the terms of this Agreement.

C. Supplier may not assign or transfer, directly or indirectly, any of its rights under this Agreement without the prior written consent of all the parties to this Agreement. Likewise, this Agreement is not intended for the benefit of any third parties, including, without limitation, other customers of Supplier (other than affiliates of the Customer). For clarity, the adoption of this Agreement by the Receiver shall not be considered to be an assignment thereof.

D. No delay or failure of the Customer or the Lender to exercise any right, power or privilege hereunder shall affect such right, power or privilege, nor shall any single or partial

exercise thereof preclude any further exercise thereof, nor the exercise of any other right, power or privilege.

E. Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.

F. Supplier agrees that it will not enter into any other arrangements or agreements that would in any way materially impair the rights of the other parties hereunder.

G. Nothing in this Agreement shall be interpreted to constitute an agency relationship for any purpose between any two or more of the following groups: (i) the Lender; (ii) the Customer; (iii) the Sub-Debt Holders; and (iv) the Supplier.

H. As to the Customer, this Agreement is intended to supplement and modify the terms and conditions of their respective Purchase Orders, which terms and conditions shall otherwise remain in full force and effect. To the extent that any term or provision in this Agreement is inconsistent with any term or condition of the respective Purchase Orders, the terms and conditions of this Agreement shall control.

I. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and taken together shall constitute but one and the same instrument. The parties agree that their respective signatures may be delivered by facsimile, and that facsimile signatures shall be treated as originals for all purposes.

J. This Agreement shall be governed by the laws of Ontario and the laws of Canada applicable in the province of Ontario (save and except for issues relating to the Loan Documents, which shall be governed by the law specified in such documents) and the parties irrevocably consent and attorn to be exclusive jurisdiction of the courts of Ontario in respect of the matters relating to the receivership and the terms of this Agreement.

K. Each party acknowledges that an application for the appointment of the Receiver will not be a material default under this Agreement. Contemporaneously with an application for the appointment of the Receiver in accordance with the Receivership Order, the Court will be asked to authorize the Receiver to assume and adopt the terms of this Agreement.

14. Representations. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE BEFORE EXECUTING THIS AGREEMENT AND ARE DOING SO WITHOUT DURESS, INTIMIDATION, OR COERCION AND WITHOUT RELIANCE UPON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES OR COMMITMENTS SET FORTH IN THIS AGREEMENT OR IN THE AGREEMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT.

15. Jury Trial Waiver. THE PARTIES HERETO ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY AND WITHOUT DURESS, INTIMIDATION, OR COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES EXECUTED IN CONNECTION WITH THIS AGREEMENT. NO PARTY SHALL BE DEEMED TO HAVE RELINQUISHED THE BENEFIT OF THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO WHICH SUCH RELINQUISHMENT WILL BE CHARGED.

DAIMLERCHRYSLER CORPORATION, on its
own behalf and on behalf of
DAIMLERCHRYSLER CANADA INC. and
DAIMLERCHRYSLER MOTORS COMPANY,
LLC

By: _____
Its: _____

THE HUNTINGTON NATIONAL BANK

By: *[Signature]*
Its: *Senior Vice President*

Witness

Witness

Witness

VSA, LLC

By: _____
Its: _____

VIKING MANAGEMENT, LLC

By: _____
Its: _____

TRIUNE HOLDINGS, LLC.

By: _____
Its: _____

PATRICK JAMES

JAY SCHABEL

MICHAEL KLINGINSMITH

..ODMA\PCDOCS\TOR01\3051248\8

DAIMLERCHRYSLER CORPORATION, on its
own behalf and on behalf of
DAIMLERCHRYSLER CANADA INC. and
DAIMLERCHRYSLER MOTORS COMPANY,
LLC

By: Katherine T. McFarland
Its: SR MGR, SUPPLIES & TRANSPORTATION
FINANCIAL ANALYSIS
THE HUNTINGTON NATIONAL BANK

By: _____
Its: _____

Witness

Witness

Witness

;;GDMAVPCDOCS\TOR0130512485

VSA, LLC

By: _____
Its: _____

VIKING MANAGEMENT, LLC

By: _____
Its: _____

TRIUNE HOLDINGS, LLC.

By: _____
Its: _____

PATRICK JAMES

JAY SCHABEL

MICHAEL KLINGINSMITH

DAIMLERCHRYSLER CORPORATION, on its own behalf and on behalf of DAIMLERCHRYSLER CANADA INC. and DAIMLERCHRYSLER MOTORS COMPANY, LLC

By: _____
Its: _____

THE HUNTINGTON NATIONAL BANK

By: _____
Its: _____

Jay Schabel
Witness
[Signature]
Witness
[Signature]
Witness

VSA, LLC

By: Jay Schabel
Its: Member

VIKING MANAGEMENT, LLC

By: Jay Schabel
Its: Member

TRIUSE HOLDINGS, LLC

By: Jay Schabel
Its: Member

[Signature]
PATRICK JAMES
Jay Schabel
JAY SCHABEL
[Signature]
MICHAEL KLINGENSMITH

...CONSULTANTS ORDER FORM...

SCHEDULE 1
BUDGET

VSA, LLC

Forecasted Income Statement

Period From August 6, 2005 Through February 5, 2006

(Expressed in Canadian Dollars ,000 Omitted)

	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Total
Total Sales	\$ 2,443	\$ 2,662	\$ 3,333	\$ 2,796	\$ 1,990	\$ 2,250	\$ 446	\$ 15,920
Direct Material Costs	1,649	1,663	1,917	1,608	1,144	1,294	257	9,532
Direct Labor	305	333	417	349	249	281	56	1,990
Indirect Labor	220	240	300	252	179	203	40	1,433
Utilities	24	27	33	28	20	23	4	159
Maintenance	49	53	67	56	40	45	9	318
Repair Tools - Molds	37	40	50	42	30	34	7	239
Premium Freight	24	27	33	28	20	23	4	159
Supplies	24	27	33	28	20	23	4	159
Equipment Lease	12	13	17	14	10	11	11	89
Total Direct Costs	2,345	2,422	2,867	2,404	1,711	1,935	393	14,078
Gross Margin	\$ 98	\$ 240	\$ 467	\$ 391	\$ 279	\$ 315	\$ 53	1,842
Net Tooling Revenue (Cost)	-	-	-	-	-	-	-	-
Indirect Costs								
Salaries - Production & S, G & A	265	265	265	265	265	205	37	1,569
Rent	52	52	52	52	52	52	52	367
General Insurance	12	12	12	12	12	12	12	82
Taxes	17	17	17	17	17	17	17	116
Travel/Auto	14	14	14	14	14	14	2	85
Office Expenses	40	40	40	40	40	40	7	247
Professional Fees	32	32	32	32	32	32	6	196
Bad Debt Expenses	15	15	15	15	15	15	3	95
Misc Expenses	10	10	10	10	10	10	2	64
Total Indirect Costs	457	457	457	457	457	397	137	2,820
E.B.I.T.D.A.	\$ (360)	\$ (218)	\$ 9	\$ (66)	\$ (179)	\$ (82)	\$ (84)	(978)
Interest (accrual only) - Lender & Sub-Debt	67	54	39	36	36	36	11	279
Management Fees (Contract Employees)	-	36	36	18	18	18	3	129
(Gain)/Loss on disposal of fixed assets	-	-	-	-	-	-	-	-
Excess Manufacturing Costs & Inefficiencies	140	144	166	143	108	117	27	845
Unusual non-recurring (income)/expense	24	24	24	24	24	24	4	147
E.B.T.D.A.	\$ (550)	\$ (475)	\$ (256)	\$ (287)	\$ (365)	\$ (276)	\$ (128)	\$(2,377)
Total Depreciation & Amortization	120	120	120	120	120	120	21	739
E.B.T.P.S	\$ (710)	\$ (595)	\$ (375)	\$ (406)	\$ (484)	\$ (396)	\$ (150)	(3,116)
Profit Sharing	-	-	-	-	-	-	-	-
Net Income (Loss)	\$ (710)	\$ (595)	\$ (375)	\$ (406)	\$ (484)	\$ (396)	\$ (150)	\$(3,116)
Gross Margin	4.00%	9.00%	14.00%	14.00%	14.00%	14.00%	11.98%	11.57%
Material Percent to Sales	67.50%	62.50%	75.50%	67.50%	67.50%	67.50%	67.50%	59.87%

**SCHEDULE 1
BUDGET**

**VSA, LLC
Forecasted Cash Flow
Period From August 6, 2005 Through February 5, 2006
(Expressed in Canadian Dollars ,000 Omitted)**

	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Wind-Down Period	Total
<u>Beginning Cash</u>	\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ -	\$ -		\$ -
Receipts of Cash -for Ongoing Operations (One Month Lag)		524	179	226	188	132	158	175	1,581
DCC Drawings for Ongoing Operations	3,505	6,568	4,323	2,808	1,992	2,500	21	(1,560)	20,158
Other Cash Receipts	-	-	-	-	-	-	-	-	-
Total Cash Receipts from Ongoing Operations	3,505	7,093	4,501	3,033	2,180	2,632	178	(1,385)	21,738
<u>Disbursements of Cash - For On-Going Operations</u>									
Total Direct Costs	2,345	2,472	2,867	2,404	1,711	1,935	393		14,078
Total Indirect Costs	457	457	457	457	457	397	137		2,820
Total Non-Recuring Costs	24	24	24	24	24	24	4		147
Excess Manufacturing Costs & Inefficiencies	140	144	166	143	108	117	27		845
Management fees (Contract Employees)	-	36	36	18	18	18	3		129
Interest Expense - Accrual Only	-	-	-	-	-	-	-		-
Change in Working Capital	539	-	-	-	-	-	(539)		-
Total On-Going Operating Disbursements	3,505	3,083	3,550	3,047	2,319	2,490	25	-	18,018
<u>Disbursements of Cash - For Liquidating Operations</u>									
Estimated R/S&S Inventory based on physical count		2,940	610						3,550
Consumption of Purchased Inventory (90% of Total)		-	-	(305)	(305)			(2,585)	(3,195)
Professional Fees (Receiver and Related Legal Only)		250	75	75	50	50	50	150	700
Professional Fees (Company and Sub-Debt Holders)		50							50
Professional Fees (Bank loan provisions)		227	24	24	24	24	36		359
Employee Costs (Severance, KERP, Vacation, Final P/R)								1,200	1,200
Deposits		200						(150)	50
Estimated Heritage Payments		250	200	150	50	25	25		700
Environmental Study		50							50
Access Fees - Adequate Protection		43	43	43	43	43	43		256
Total Disbursements for Liquidating Operations	-	4,010	951	(13)	(138)	142	154	(1,385)	3,720
Ending Cash Available/(Deficit)	\$ -	\$ -	\$ -	\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ (0)
<u>DCC Revolving Loan</u>									
Beginning Loan Balance	\$ -	\$3,505	\$8,155	\$9,995	\$9,695	\$9,079	\$9,721	\$7,649	\$ -
Plus: Borrowings for Ongoing Operations - Forecasted	0	6,568	4,323	2,808	1,992	2,500	21	(1,560)	16,653
Plus: Borrowings for Ongoing Operations - Actual Thru 8/31	3,505								3,505
Less: Collections of Accounts Receivable (One Month Lag)		1,919	2,483	3,108	2,608	1,858	2,093	271	14,340
Ending Balance -DCC Revolving Loan	\$3,505	\$8,155	\$9,995	\$9,695	\$9,079	\$9,721	\$7,649	\$5,818	\$5,818

US\$ Equivalent	\$4,771
(Conversion at .82)	

Schedule 2

12 parts to be resourced from VSA:

04743515AB	SUPPORT-RR SUSP BMPR
04682496AB	BRACKET-INTER P/BRAKE CABLE MTG
52013520AB	BRACKET ASSY-ENG SUPT FRT RT
52013521AB	BRACKET ASSY-ENG SUPT FRT LT
52013522AB	BRACKET ASSY-ENG SUPT FRT RT
52013523AB	BRACKET ASSY-ENG SUPT FRT LT
04294592AA*	STOP PLATE-SLDG DR UPR HINGE OVERTRAVEL
04294593AA*	STOP PLATE-SLDG DR UPR HINGE OVERTRAVEL
52070364AD*	SEAT-SPRING RR AXLE HOUSING
52070348AB	BRACKET SHOCK MOUNTING
52070349AB	BRACKET SHOCK MOUNTING
55366041AA	BRACKET ASSY TRANS RR SUPPORT

IN THE MATTER OF AN APPLICATION UNDER SECTION 47(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985,
c.B-3 AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C-43, AS AMENDED

DAIMLERCHRYSLER CORPORATION - and - VSA, LLC

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

ORDER

BORDEN LADNER GERVAIS LLP

Barristers & Solicitors
Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3Y4

CRAIG J. HILL

Direct Dial (416) 367-6156
Direct Fax (416) 361-7301
LSUC Reg. No. 31888K

Solicitors for the Applicant