Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

REVSTONE INDUSTRIES BURLINGTON INC.

Respondent

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and under section 101 of *Courts of Justice Act*, R.S.O. 1990, c. C.43

APPLICATION RECORD
(Returnable December 28, 2011)

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
TORONTO, Ontario
M5X 1G5

Clifton P. Prophet (LSUC 34845K)
Frank Lamie (LSUC #54035S)

Telephone: (416) 862-3509 / (416) 862-3609
Facsimile: (416) 862-7661

Solicitors for the Applicant, Royal Bank of Canada

TO: THE SERVICE LIST

INDEX

Tab	Document
1	Notice of Application, to be issued
A	Draft Appointment Order
2	Affidavit of Linda M. Vanderburgt, sworn December 22, 2011
A	**Exhibit "A":** RIBI Corporate Profile Report
B	**Exhibit "B":** Order of the Honourable Madam Justice Hoy, dated June 11, 2009
C	**Exhibit "C":** Credit Agreement dated June 12, 2009, and subsequent amendments
D	**Exhibit "D":** General Security Agreement dated June 12, 2009
E	**Exhibit "E":** Collateral Charge/Mortgage on 3245 Mainway Drive, Burlington
F	**Exhibit "F":** Assignment of Insurance dated June 12, 2009
G	**Exhibit "G":** Direction to Pay issued on June 19, 2009
H	**Exhibit "H":** Master Lease Agreement dated June 12, 2010
I	**Exhibit "I":** Personal Property Security Registration System Certificate
J	**Exhibit "J":** Parcel Register for 3245 Mainway Drive, Burlington, Ontario
K	**Exhibit "K":** Participation Agreement dated as of January 1, 2011
L	**Exhibit "L":** Letter from RBC dated September 1, 2010
M	**Exhibit "M":** Accommodation Agreement dated November 1, 2010
N	**Exhibit "N":** Accommodation Agreement dated January 1, 2011
O	**Exhibit "O":** Demand Letter and Notice of Intention to Enforce Security
P	**Exhibit "P":** Consent to Act of Duff & Phelps Canada Restructuring Inc.

TAB 1

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N :

ROYAL BANK OF CANADA

Applicant

- and -

REVSTONE INDUSTRIES BURLINGTON INC.

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the applicant. The claim made by the applicant is set out on the following pages.

THIS APPLICATION will come on for a hearing on December 28, 2011 at 10:00 a.m., or as soon thereafter as the application can be heard, at the Courthouse located at 330 University Avenue, Toronto.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38C prescribed by the *Rules of Civil Procedure*, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2:00 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: December 28, 2011

Issued by _____
Local Registrar

Address of Court Office:
330 University Avenue
Toronto, Ontario

TO: THE SERVICE LIST

1. **ROYAL BANK OF CANADA ("RBC"), MAKES APPLICATION FOR** an Order substantially in the form attached hereto as **Schedule "A"**, *inter alia*:

(a) Abridging the time for service of the Notice of Application and Application Record, if necessary, and declaring that this motion is properly returnable on December 28, 2011, and dispensing with further service thereof;

(b) Appointing Duff & Phelps Canada Restructuring Inc. **("D&P")** as receiver of all of the property, assets, and undertaking of Revstone Industries Burlington Inc. **("RIBI"** or the **"Company")** pursuant to s. 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the **"BIA")** and s. 101 of the *Court of Justice Act*, R.S.O. 1990, c. C-43 (the **"CJA")**; and

(c) such further and other relief as may be just and equitable.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

(a) RIBI is a company incorporated pursuant to Ontario's *Business Corporations Act* with its head office located in Burlington, Ontario. RIBI is a privately owned corporation carrying on business as a producer of high-pressure aluminum die-castings, supplying the global automotive market;

(b) RIBI is indebted and liable to RBC in an approximate amount totaling $8,336,619.25 pursuant to, *inter alia*, a Credit Agreement dated June 12, 2009, and subsequent amendments thereto, and a Master Lease Agreement dated June 12, 2010;

(c) RIBI's indebtedness to RBC and on general account is secured by, *inter alia*, a properly perfected security interest in all of the property, assets and undertakings of RIBI (the **"Security")**;

(d) RBC, the senior secured creditor of RIBI, is seeking the appointment of the Receiver because a material adverse change in RIBI's business has occurred as a result of the

loss of its major customers and RIBI's current financial circumstances seriously impair its viability and negatively impact the value of RBC's collateral;

(e) RIBI is insolvent and will be unable to pay the Debt;

(f) On December 12, 2011, RBC made written demand for repayment of the Debt and provided RIBI with notice of its intention to enforce its security in accordance with section 244 of the BIA;

(g) The appointment of the proposed Receiver is necessary and urgently required in order to secure the property and assets of RIBI and to proceed with an orderly realization for the benefit of stakeholders.;

(h) The appointment of a receiver is in the interests of justice and is just, convenient and necessary for the protection of RIBI, its estate, and the interests of RBC and other creditors;

(i) Section 243 of the *BIA*;

(j) Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43;

(k) Rules 1.04, 3.02, and 16.08 of the *Rules of Civil Procedure*, R.R.O. 1990, c. C.43; and

(l) Such further and other grounds as counsel may advise and this Honourable Court permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Application:

(a) The Affidavit of Linda M. Vanderburgt; and

(b) Such further material as counsel may advise and this Honourable Court may permit.

Date: December 28, 2011

GOWLING LAFLEUR HENDERSON LLP
Barrister and Solicitors
Suite 1600, First Canadian Place
100 King Street West
Toronto, ON M5X 1G5

Clifton P. Prophet / Frank Lamie
LSUC No.: 34345K / 54035S
Tel: (416) 369-3509 / (416) 862-3609
Fax: (416) 862-7661

Solicitors for the Applicant, Royal Bank of Canada

TAB A

Schedule "A"

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	**WEDNESDAY, THE 28th DAY**
	)	
JUSTICE	)	**OF DECEMBER, 2011**

ROYAL BANK OF CANADA

Applicant

- and -

REVSTONE INDUSTRIES BURLINGTON INC.

Respondent

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

ORDER

THIS APPLICATION made by the Royal Bank of Canada **("RBC"** or the **"Applicant")** for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the **"BIA")** and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the **"CJA")** appointing Duff & Phelps Canada Restructuring Inc. **("D&P")** as receiver (in such capacity, the **"Receiver")** without security, of all of the assets, undertakings and properties of Revstone Industries Burlington Inc. **("Revstone"** or the **"Debtor")** acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

DRAFT

ON READING the Affidavit of Linda Vanderburgt sworn December 22, 2011 **(the "Vanderburgt Affidavit")**, and the Exhibits thereto and on hearing the submissions of counsel for RBC, Revstone, and D&P, no one appearing for any other party although duly served as appears from the Affidavit of Service of **[NAME]** sworn December 23, 2011 and on reading the consent of D&P to act as the Receiver,

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect 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 Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $100,000, provided that the aggregate consideration for all such transactions does not exceed $300,000; 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*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

4. **THIS COURT ORDERS AND DIRECTS** that the Receiver shall not carry on the business of Revstone for the purpose of producing auto parts for customers as at the date of this Appointment Order or anytime thereafter.

5. **THIS COURT ORDERS AND DECLARES** that the Receiver is hereby empowered to assert the rights of Revstone under the Accommodation Agreement (as defined in the Vanderburgt Affidavit) (the **"Accommodation Agreement"**).

6. **THIS COURT AUTHORIZES AND DIRECTS** the Receiver to recognize the Accommodation Agreement and to perform or cause agents to perform Revstone's obligations under the Accommodation Agreement.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

7. **THIS COURT ORDERS** that (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 (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.

8. **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 5 or in paragraph 6 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.

9. **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

10. **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

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

13. **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

14. **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

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

EMPLOYEES

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

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

17. **THIS COURT ORDERS AND DECLARES** that the amounts remitted or deemed payable in respect of employee payroll and vacation pay, up to and including the date of appointment of the Receiver pursuant to this Appointment Order, shall not be reviewable under the BIA.

18. **THIS COURT ORDERS AND DECLARES** that the Receiver is hereby authorized and directed to receive amounts from Ford Motor Company **("Ford")** to be held and applied by the Receiver as funding for key employee retention payments **("KERP Payments")** and to be disbursed to certain key employees identified by Ford, upon Ford giving notice to the Receiver that the conditions to payment of the KERP Payments have been satisfied.

PIPEDA

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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

20. **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

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

RECEIVER'S ACCOUNTS

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

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

24. **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

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

26. **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.

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

28. **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

29. **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.

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

31. **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.

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

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

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 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.

_____

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that Duff & Phelps Canada Restructuring Inc., the receiver (the **"Receiver"**) of the assets, undertakings and properties of Revstone Industries Burlington Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the **"Property"**) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) dated the ___ day of _____, 20__ (the **"Order"**) made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the **"Lender"**) the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

Duff & Phelps Canada Restructuring Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

ROYAL BANK OF CANADA	**v.**	**Court File No.:** **REVSTONE INDUSTRIES BURLINGTON INC.**

ONTARIO
SUPERIOR COURT OF JUSTICE

(PROCEEDING COMMENCED AT TORONTO)

APPOINTMENT ORDER

Gowling Lafleur Henderson LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
TORONTO, Ontario
M5X 1G5

Clifton P. Prophet / Frank Lamie
LSUC No.: 34345K / 54035S

Telephone: (416) 862-3509 / (416) 862-3609
Facsimile: (416) 862-7661

Solicitors for Royal Bank of Canada

ROYAL BANK OF CANADA	**- and -**	**Court File No.** **RIBI INDUSTRIES BURLINGTON INC.**

ONTARIO
SUPERIOR COURT OF JUSTICE

(PROCEEDING COMMENCED AT TORONTO)

NOTICE OF APPLICATION

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
TORONTO, Ontario
M5X 1G5

Clifton P. Prophet / Frank Lamie
LSUC No.: 34345K / 54035S

Telephone: (416) 369-7399 / (416) 862-3609
Facsimile: (416) 862-7661

Solicitors for the Applicant,
Royal Bank of Canada

TAB 2

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

REVSTONE INDUSTRIES BURLINGTON INC.

Respondent

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

AFFIDAVIT OF LINDA VANDERBURGT
(Sworn December 22, 2011)

I, LINDA VANDERBURGT, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Director, Special Loans and Advisory Services, of Royal Bank of Canada **("RBC"** or the **"Applicant")**. I have day to day responsibility for the Revstone Industries Burlington Inc. **("RIBI"** or the **"Company")** account on behalf of RBC and as such I have personal knowledge of the matters herein deposed, save and except where I refer to matters based on information and belief, in which case I verily believe that information to be true.

I. PURPOSE

2. I am swearing this affidavit in support of an application by RBC for an Order pursuant to s. 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the **"*BIA*"**) and s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43 (the **"*CJA*"**), *inter alia*, appointing Duff & Phelps Canada Restructuring Inc. **("D&P")** as receiver and manager (in such capacities, the "**Receiver**"), without security, of all of the assets, property and undertaking (collectively, the **"Property")** of RIBI.

3. RBC, the senior secured creditor of RIBI, is seeking the appointment of the Receiver because a material adverse change in RIBI's business has occurred as a result of the loss of its major customers and RIBI's current financial circumstances seriously impair its viability and negatively impact the value of RBC's collateral, as is set out in more detail below.

4. As at December 20, 2011, RIBI is indebted to RBC in the amount of $8,336,619.25.

II. BACKGROUND

5. RIBI is a corporation incorporated pursuant to Ontario's *Business Corporations Act* with its head office located in Burlington, Ontario. RIBI is a privately-owned corporation carrying on business as a producer of high-pressure aluminum die-castings, supplying the global automotive market. RIBI carries on business from three plant locations in South-western Ontario, two being located in Burlington, Ontario and one in Cambridge, Ontario. A corporate profile report in respect of RIBI is appended hereto and marked as **Exhibit "A"**.

6. RIBI acquired its business following the insolvency and *Companies' Creditors Arrangement Act* proceedings of the prior owner, Burlington Technologies Inc. **("BTI")**.

7. By Order of the Honourable Madam Justice Hoy, as she then was, dated June 11, 2009 (the **"BTI Approval & Vesting Order")**, this Honourable Court (a) approved an Agreement of Purchase and Sale dated May 28, 2009 (the **"BTI Sale Agreement")**, made between BTI, as vendor, and RIBI, as purchaser, for the sale of BTI's equipment, inventory, accounts receivable, prepaid expenses, goodwill, books and records, intellectual property, contracts, and certain real

property, and (b) vested in RIBI BTI's right, title and interest in and to the assets as described in the BTI Sale Agreement. A copy of the BTI Approval & Vesting Order is attached hereto and marked as **Exhibit "B"**.

8. As part of the BTI transaction, RIBI agreed to assume all of BTI's obligations to RBC in connection with leased equipment financed by RBC, ultimately entering into new lease finance arrangements with RBC on the closing of the transaction. In addition to this lease financing, RBC also provides operating financing to RIBI, as is set out in more detail below.

III. RIBI DEBT AND RBC SECURITY

9. RBC is RIBI's largest secured creditor. Pursuant to a Credit Agreement dated June 12, 2009, and subsequently amended by letter agreements between RBC and RIBI dated August 13, 2009, August 26, 2009, December 21, 2009, April 16, 2010, June 30, 2010 and October 7, 2010, and August 9, 2011 (collectively, the **"Credit Agreement")** RBC made available to RIBI credit in the aggregate principal amount of $18,050,000, by means of a revolving term facility and up to a maximum of $5,000,000, subject to certain short-term, temporary availability increases and applicable margin limits (the **"Operating Facility")** and a lease line of credit in the amount of $13,050,000 (the **"Lease Facility"**, together with the Operating Facility, the **"RBC Loan")**. Following amendments to the Credit Agreement, the total availability provided under the Operating Facility was ultimately reduced to $2,250,000. A true copy of the Credit Agreement and the letter agreements making amendments thereto are attached as **Exhibit "C"**.

10. All of RIBI's indebtedness to RBC under the Credit Agreement and on general account is secured, *inter alia*, by:

(a) a General Security Agreement dated June 12, 2009 (the **"GSA")**, creating in favour of RBC a first ranking security interest and charge on all of the assets of RIBI, a true copy of which GSA is attached as **Exhibit "D"**;

(b) a Collateral Charge/Mortgage in the principal amount of $20 million, creating in favour of RBC a first ranking charge/mortgage (the **"RBC Charge/Mortgage")** over the land bearing the municipal address 3245

Mainway Drive, Burlington, Ontario (the **"Burlington Property"**), a true copy of which is attached as **Exhibit "E"**;

(c) an Assignment of Insurance dated June 12, 2009, a true copy of which is attached as **Exhibit "F"**;

(d) a Direction to Pay issued on June 19, 2009, in connection with the assignment of insurance policies from RIBI to RBC, a true copy of which is attached as **Exhibit "G"**; and

(e) a Master Lease Agreement dated June 12, 2009 made between RBC and RIBI, and certain specific leases thereunder (the **"Master Lease Agreement"**), wherein RBC agreed to lease certain production equipment to RIBI under fourteen (14) specific lease agreements (together with the Master Lease, the **"Leases"**). A true copy of the Master Lease Agreement dated June 12, 2010, is attached hereto and marked as **Exhibit "H"**. The specific Leases entered into between RIBI and RBC pursuant to the Master Lease will be available to the Court if required;

collectively, the **"RBC Security"**, and together with the Credit Agreement, the **"Loan Documents"**.

11. RBC's security interests pursuant to the GSA and the Leases were perfected in the Province of Ontario by registrations under the *Personal Property Security Act* (the **"PPSA"**). A Personal Property Security Registration System Certificate in respect of RIBI with a file currency date of December 16, 2011, together with a corresponding summary, is attached hereto and marked as **Exhibit "I"**.

12. The RBC Charge/Mortgage was registered against the Burlington Property on June 22, 2009. A true copy of the Parcel Register for the Burlington Property dated December 16, 2011, is attached hereto and marked as **Exhibit "J"**.

13. Contrary to the Loan Documents, RIBI has suffered a material adverse change in its financial condition and operation and is facing a financial crisis to its business, the details of which are set out below.

IV. OTHER SECURED CREDITORS AND INTER-CREDITOR ARRANGEMENTS

14. Based on information provided to me by Mary Van Santvoort, a representative of RIBI, I understand that RIBI had historical secured indebtedness to Maple Trade Finance Inc. (**"Maple"**), Export Development Corporation (**"EDC"**) and Deutsche Bank AG (**"Deutsche Bank"**), but that all of this indebtedness has been satisfied in full by RIBI and the credit facilities provided by these lenders have been terminated.

15. As described below, as part of accommodation arrangements entered into involving RIBI, Ford Motor Company (**"Ford"**), Bendix Commercial Vehicle Systems LLC (**"Bendix"**), General Motors LLC and TRW Odyssey Inc. (the **"Participating Customers"**), these customers provided RIBI with deficit financing. This deficit financing took the form of fully subordinated, last-out participations held by the Participating Customers in the RBC Loans. These participations were governed by a participation agreement dated as of January 1, 2011 among Bendix, Ford, RBC and RIBI (the **"Participation Agreement"**), a copy of which is attached hereto and marked as **Exhibit "K"**.

16. Among other things, the Participation Agreement provides that RBC is sole agent and attorney for the Participating Customers in respect of their participations and that the Participating Customers have no right to any of RBC's rights or powers under the Loan Documents. The Participation Agreement further provides that RBC requires no instructions or approvals from the Participating Customers in relation to the exercise of RBC's rights under the Loan Documents.

17. At present, the total principal sum of US$1,459,940 is owed to the Participating Customers by RIBI in accordance with the Participation Agreement, which amount is fully subordinated to the RBC Loans.

18. In addition to the claims of the Participating Customers, I am advised by Shoshanah Webber of Gowling Lafleur Henderson LLP, the solicitors for RBC, that the records maintained under the PPSA reflect only a limited number of additional registrations dealing either with the terminated credit facilities provided by Maple, EDC and Deutsche Bank or with limited and specific equipment financing.

V. ACCOMMODATION ARRANGEMENTS

19. On or about June 30, 2010, RIBI was in default under the Loan Documents. In particular, RIBI was in default of its financial covenants under the Loan Documents insofar as RIBI's EBITDA for the quarter ending June 30, 2010 was outside covenant. Attached as **Exhibit "L"** is a letter from RBC dated September 1, 2010, which notifies RIBI of this default.

20. On November 1, 2010, RBC and certain customers of RIBI, including Bendix Commercial Vehicle Systems LLC **("Bendix")** and Ford Motor Company **("Ford")**, entered into an Accommodation Agreement with RIBI which provided RIBI with various accommodations in order to sustain its business and operations (the **"Initial Accommodation Agreement").** A true copy of the Initial Accommodation Agreement is attached hereto as and marked as **Exhibit "M"**.

21. On January 1, 2011, RBC and RIBI's customers Bendix and Ford entered into a further Accommodation Agreement with RIBI which provided RIBI with various accommodations in order to sustain its business and operations (the **"Subsequent Accommodation Agreement",** and together with the Initial Accommodation Agreement, the **"Accommodation Agreement")**. A true copy of the Subsequent Accommodation Agreement is attached hereto as and marked as **Exhibit "N"**.

22. The terms and conditions of the Accommodation Agreement required RIBI, among other things, to (a) continue to manufacture component parts for Bendix and Ford, (b) produce and deliver a rolling 13 week cash flow, (c) provide monthly financial reporting, (d) comply with a restructuring plan, as set out in the Accommodation Agreement. In return, Ford and Bendix agreed to limit set off claims; to purchase inventory at the end of the accommodation period; and, to provide for other related matters, including the advance of subordinated deficit

financing in favour of RIBI. The Accommodation Agreement also provided for limits on Ford and Bendix's ability to resource during the period of accommodation. On its face, the Accommodation Agreement was to expire December 31, 2011, or earlier in the event of default.

23. Under the Accommodation Agreement, RBC agreed to continue to make financing available for the accommodation period subject to termination for default and agreed to make certain specified amendments to the Credit Agreement.

24. RBC has recently been advised by the representatives of Ford and Bendix that these customers intend to fully perform their remaining obligations under the Accommodation Agreement.

25. If appointed and authorized by this Honourable Court, the proposed Receiver has advised that it intends to abide by the terms of the Accommodation Agreement and continue arrangements to ship all remaining inventory and related goods and customer-owned tooling to Ford and Bendix.

VI. RIBI'S FINANCIAL PROBLEMS

26. I am advised by Mary Van Santvoort of RIBI that by the fall of 2011, RIBI's only remaining significant customers were Bendix and Ford. In early December, 2011, both of these customers notified RIBI that they would cease doing business with RIBI and would not submit any further purchase orders to RIBI. Subsequently, Ford confirmed this information directly with me on December 8, 2011.

27. In view of the discontinuance of future orders by RIBI's critical customers, the business of RIBI is unsustainable and the company is no longer a viable business as a going concern. Accordingly, a material adverse change in RIBI's business has occurred and RIBI is in default under the Loan Documents.

28. Currently, the company is not able to meet its liabilities as they come due. In particular, RIBI cannot repay the RBC Loans, or the debts owed to the Participating Customers

for deficit financing provided under the Accommodation Agreement and the Participation Agreement.

29. As a result of the problems described above, and in particular the loss of its two critical customers, RIBI is unable to continue in operation and the appointment of a receiver and manager is necessary in order to permit an orderly realization and maximization of the value of RIBI's assets.

VII. DEMAND, NOTICE OF INTENTION TO ENFORCE SECURITY, AND CONSENT

30. As a result of the material adverse change in RIBI's business, by letter dated December 12, 2011 (the **"Demand Letter"**), RBC made demand for immediate repayment of the indebtedness owed by RIBI. Attached to the Demand Letter was a Notice of Intention to Enforce Security pursuant to section 244 of the BIA (the **"244 Notice"**). Attached hereto as **Exhibit "O"** is a copy of the Demand Letter and the 244 Notice.

31. RIBI's representatives have advised me that they will consent to the appointment of the Receiver pursuant to the RBC Security.

VIII. UNSECURED CREDITORS

Trade Creditors

32. As at December 21, 2011, I am advised by D&P that RIBI's records reflect that it owed approximately $3,800,000 of unsecured trade debt to 219 trade creditors.

Tax Arrears

33. Based on information provided by Mary Van Santvoort of RIBI, I do not believe that the company is in arrears in respect of amounts required to be withheld at source from employee wages and remitted, or in respect of HST. In this regard, I am further advised by Mary Van Santvoort that RIBI has remitted all necessary source deduction amounts through its payroll service and that it is in a credit position in respect of HST.

Employees

34. Until December 16, 2011, RIBI employed approximately 320 people. Approximately 200 of these employees are members of the Canadian Auto Workers' union, local 504 (the **"CAW"**). I have been advised by Mary Van Santvoort of RIBI that following the resourcing of customer orders, production of auto parts by RIBI has now ceased and RIBI has discontinued its operations and laid off all but approximately 21 or its employees, including all but 5 of the CAW members.

35. RIBI's payroll remittances are up to date. Based on recent discussions with RIBI management, RBC understands that RIBI has paid and will pay all wages earned by employees for work performed and has paid and will pay all amounts to which employees are entitled in respect of accrued vacation pay. Based on information obtained from RIBI and D&P, RBC notes that amounts paid for vacation pay are in excess of the priority amounts mandated under ss. 81.3 and 81.4 of the BIA. RBC has supported this application of RIBI's assets.

36. I am similarly advised by Mary Van Santvoort (which information has been confirmed by D&P) that all required contributions to applicable pension plans are current.

IX. NEED FOR A RECEIVER

37. Based on information provided to RBC by D&P and information provided directly to RBC by RIBI, and as indicated above, I believe that RIBI is currently insolvent.

38. The appointment of the proposed Receiver is necessary and urgently required in order to secure the property and assets of RIBI and to proceed with an orderly realization for the benefit of stakeholders. In this regard, RBC is concerned that there may be no effective ongoing management of RIBI following the anticipated resignation of its board of directors. I am informed by Eric Feige, counsel for RIBI, and do verily believe that Joseph Bianco resigned from RIBI's board of directors on December 16, 2011 and that the resignation of the remaining director of the company is imminent.

39. Should this Honourable Court see fit to appoint the proposed Receiver, the Receiver intends to engage in a limited marketing plan with a view to maximizing the value of the RIBI's assets. The proposed Reciever, if appointed, also intends to complete the performance of the Accommodation Agreement, which will help maximize the value of RIBI's property and assets. The proposed Receiver does not, however, intend to operate any part of RIBI's business as a going concern and will not be producing auto parts.

40. From September, 2010, to December 21, 2011, D&P has acted as RBC's advisor in relation to RIBI and has reviewed the financial position of RIBI. In support of RBC's application to appoint a receiver, I understand that D&P will be delivering a pre-filing report setting out certain of the details of RIBI's current financial and operational situation.

X. CONCLUSION

41. A material adverse change in RIBI's business has occurred. RIBI is insolvent and unable to meet all of its obligations as they become due. RBC is concerned that immediate steps must be taken in order to preserve the value of the Property. In particular, a receiver is necessary to ensure that the plants operated by RIBI are properly dealt with following the cessation of production.

42. Failure to appoint a Receiver will likely result in a significant decrease in the value of the RIBI business and a reduction in recoveries for its stakeholders.

43. For the reasons set out above, I believe that it is just and equitable and in the interests of RBC, RIBI, and its stakeholders that D&P is appointed Receiver of RIBI.

44. D&P has consented to act as Receiver, if so appointed by this Honourable Court. Attached hereto and marked as **Exhibit "P"** is a copy of the consent of D&P.

45. I swear this affidavit in support of RBC's motion for the appointment of D&P as the Receiver of RIBI and for no other or improper purpose.

SWORN before me at the City of Toronto, in the Province of Ontario, on December 22, 2011.

Commissioner for Taking Oaths

LINDA M. VANDERBURGT

This is **Exhibit "A"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

LIST OF CURRENT BUSINESS NAMES REGISTERED BY A CORPORATION

Ontario Corporation Number
1722786

CORPORATION NAME
REVSTONE INDUSTRIES BURLINGTON INC.

REGISTRATION DATE	BUSINESS NAME	EXPIRY DATE	BUSINESS ID NUMBER
2009/08/05	BURLINGTON TECHNOLOGIES INDUSTRIES	2014/08/04	190791939

THE REPORT SETS OUT ALL BUSINESS NAMES REGISTERED OR RENEWED BY THE CORPORATION IN THE PAST 5 YEARS AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. IF MORE DETAILED INFORMATION IS REQUIRED, YOU MAY REQUEST A SEARCH AGAINST INDIVIDUAL NAMES SHOWN ON THIS REPORT.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

CORPORATION DOCUMENT LIST

Ontario Corporation Number
1722786

Corporation Name
REVSTONE INDUSTRIES BURLINGTON INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
CIA	ANNUAL RETURN 2010 PAF: LYNCH, KELVIN	1C	2011/04/30	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2009 PAF: LYNCH, KELVIN	1C	2010/10/06	
CIA	CHANGE NOTICE PAF: FEIGE, R. ERIC	1	2010/08/03	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: FEIGE, R. ERIC	1	2010/02/10	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: FEIGE, R. ERIC	1	2009/11/23	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: FEIGE, R. ERIC	1	2009/11/03	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2008 PAF: LYNCH, KELVIN	1C	2009/10/09	
CIA	ANNUAL RETURN 2007 PAF: VANSANTVOORT, MARY	1C	2009/10/09	
CIA	CHANGE NOTICE PAF: FEIGE, R. ERIC	1	2009/05/27	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: FEIGE, R. ERIC	1	2009/05/11	(ELECTRONIC FILING)
BCA	ARTICLES OF AMENDMENT	3	2009/05/04	
BCA	ARTICLES OF INCORPORATION	1	2007/01/19	

CORPORATION DOCUMENT LIST

Ontario Corporation Number
1722786

Corporation Name
REVSTONE INDUSTRIES BURLINGTON INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1722786	REVSTONE INDUSTRIES BURLINGTON INC.	2007/01/19
		Jurisdiction
		ONTARIO
Corporation Type	**Corporation Status**	**Former Jurisdiction**
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

3267 MAINWAY

BURLINGTON
ONTARIO
CANADA L7M 1A6

Mailing Address

3267 MAINWAY ROAD

BURLINGTON
ONTARIO
CANADA L7M 1A6

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE
New Amal. Number	**Notice Date**
NOT APPLICABLE	NOT APPLICABLE
	Letter Date
	NOT APPLICABLE
Revival Date	**Continuation Date**
NOT APPLICABLE	NOT APPLICABLE
Transferred Out Date	**Cancel/Inactive Date**
NOT APPLICABLE	NOT APPLICABLE
EP Licence Eff.Date	**EP Licence Term.Date**
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1722786	REVSTONE INDUSTRIES BURLINGTON INC.

Corporate Name History	Effective Date
REVSTONE INDUSTRIES BURLINGTON INC.	2009/05/04
MW HALLMARK TECHNOLOGIES INC.	2007/01/19

Current Business Name(s) Exist:	YES
Expired Business Name(s) Exist:	NO

Administrator:
Name (Individual / Corporation)

JOSEPH
BIANCO

Address

40 LOWINGER AVENUE

ANCASTER
ONTARIO
CANADA L9K 1P7

Date Began	First Director	
2010/07/27	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number

1722786

Corporation Name

REVSTONE INDUSTRIES BURLINGTON INC.

Administrator:
Name (Individual / Corporation)

GEORGE

HOFMEISTER

Address

2250 THUNDERSTICK DRIVE

Suite # 1203
LEXINGTON
KENTUCKY
UNITED STATES OF AMERICA 40505

Date Began

2007/01/19

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

N

Administrator:
Name (Individual / Corporation)

GEORGE

HOFMEISTER

Address

2250 THUNDERSTICK DRIVE

Suite # 1203
LEXINGTON
KENTUCKY
UNITED STATES OF AMERICA 40505

Date Began

2007/01/19

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

N

CORPORATION PROFILE REPORT

Ontario Corp Number

1722786

Corporation Name

REVSTONE INDUSTRIES BURLINGTON INC.

Administrator:
Name (Individual / Corporation)

GEORGE

HOFMEISTER

Address

2250 THUNDERSTICK DRIVE

Suite # 1203
LEXINGTON
KENTUCKY
UNITED STATES OF AMERICA 40505

Date Began

2009/04/27

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

N

Administrator:
Name (Individual / Corporation)

DAVID

JAEGER

Address

21177 HILLTOP STREET

SOUTHFIELD
MICHIGAN
UNITED STATES OF AMERICA 48033

Date Began

2009/10/31

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

VICE-PRESIDENT

Resident Canadian

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1722786	REVSTONE INDUSTRIES BURLINGTON INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2010	1C	2011/04/30 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

This is **Exhibit "B"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

Court File No. 08-CL-7888-00-CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MADAM	)	THURSDAY, THE 11th DAY OF
	)	
JUSTICE HOY	)	JUNE, 2009

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BURLINGTON TECHNOLOGIES INC.

APPROVAL AND VESTING ORDER

THIS MOTION, made by Burlington Technologies Inc. ("**BTI**"), for an order in the form attached as schedule "A" to the notice of motion of BTI dated June 1, 2009 (the "**Notice of Motion**") *inter alia*: (i) abridging and validating the timing and method of service of this Motion Record so that this Motion is properly returnable today; and (ii) approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between BTI and Revstone Industries Burlington Inc. (the "**Purchaser**") made as of May 28, 2009 and appended in redacted form to the eighth report of BDO Dunwoody Ltd. in its capacity as court appointed Monitor of BTI (the "**Monitor**") dated June 1, 2009 (the "**Eighth Report**"), and vesting in the Purchaser BTI's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Eighth Report and on hearing the submissions of counsel for BTI, the Monitor, Royal Bank of Canada ("**RBC**"), Export Development Canada ("**EDC**"), and the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Laura Bowles-Dove sworn June 1, 2009 filed:

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 hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, ~~and that the Sale Agreement is commercially reasonable and in the best interests of BTI and its stakeholders~~. The execution of the Sale Agreement by BTI is hereby authorized and approved, and BTI is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of BTI's right, title and interest in and to the Purchased Assets described in the Sale Agreement, including without limitation the real property described on Schedule "B" hereto (the "**Real Property**"), shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial, proprietary, ownership or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Campbell dated December 9, 2008; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system including any Claims of DSM Leasing Ltd. or Gould Leasing Ltd. to ownership of equipment leased by either of them to BTI; and (iii) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on

Schedule "D") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3A. **THIS COURT ORDERS** that despite anything herein, Purchased Assets shall not include the accounts receivable related to Bendix Commercial Vehicle Systems LLC and its related entities previously sold to Deutsche Bank AG (**"DB"**) pursuant to certain agreements between DB and the Applicant approved by Order of the Honourable Mr. Justice Lederman dated January 30, 2009.

3B. **THIS COURT ORDERS** that despite anything herein, the Claims of Maple Trade Finance Inc. (**"Maple Trade"**) with respect to accounts receivable relating to parts produced for Ford Motor Company, General Motors Corporation or their affiliates (the **"Maple Trade Receivables"**), and which have been financed by Maple Trade and secured by an assignment of receivables and a security agreement each dated May 29, 2008 between BTI and Maple Trade, and such security (together with all registrations related thereto), shall remain as permitted encumbrances and shall not be expunged or discharged as against the Maple Trade Receivables, but shall be limited to the amount of the Claims assumed by the Purchaser in accordance with the Sale Agreement.

3C. **THIS COURT ORDERS** that despite anything herein, the Claims of RBC Financial Group (**"RBC Financial"**) with respect the RBC Capital Leased Equipment (as defined in the Sale Agreement), as secured by the security listed in Schedule "F" attached to this Order, and such security (together with all registrations related thereto) shall remain as a permitted encumbrance and shall not be expunged or discharged as against the RBC Capital Leased Equipment, but shall be limited to the amount of the Claims assumed by the Purchaser in accordance with the Sale Agreement.

3D. **THIS COURT ORDERS** that despite anything herein, the Claims of EDC with respect to the Collateral (as defined in the Security Agreement) (the **"EDC Security Agreement"**) dated as of June 17, 2007 made between BTI and EDC) which includes, for greater certainty, the accounts receivable listed in Schedule **"E"** (collectively, the **"EDC Collateral"**) secured by the EDC Security Agreement, and such security (together with all registrations related thereto), shall remain as a permitted encumbrance and shall not be expunged or discharged as against the EDC

Collateral, but shall be limited to the amount of the Claims assumed by the Purchaser in accordance with the Sale Agreement.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Title Division of Halton (the **"Land Registry Office"**) of an Application for Vesting Order or a Transfer/deed in the form prescribed by the *Land Registration Reform Act* and accepted by the Land Registry Office duly executed by BTI, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Real Property in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule "C" hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** and declares that the employment by BTI of the Excluded Employees (as defined in the Sale Agreement) shall be hereby deemed to be terminated immediately prior to the Closing of the Transaction.

8. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, BTI is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to BTI's past and current employees, including personal information of those employees listed on Schedule "1.1(y)" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by BTI.

9. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

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

(c) any assignment in bankruptcy made in respect of BTI;

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

10. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

11. **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 BTI, the Monitor and their 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE
DATED AT TORONTO THIS 19th DAY OF June 2009
FAIT A TORONTO LE JOUR DE
REGISTRAR GREFFIER

LA PRÉSENT ATTEST QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST REVÊTUE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE A TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU

ENTERED
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:
JUN 11 2009
PER / PAR:

Schedule A

Court File No. 08-CL-7888-00-CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BURLINGTON TECHNOLOGIES INC.

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Campbell of the Ontario Superior Court of Justice (the "**Court**") dated December 9, 2008, BDO Dunwoody Ltd. was appointed as the monitor (the "**Monitor**") of the undertaking, property and assets of Burlington Technologies Inc. ("**BTI**").

B. Pursuant to an Order of the Court dated June 5, 2009, the Court approved the agreement of purchase and sale made as of May 28, 2009 (the "**Sale Agreement**") between BTI and Revstone Industries Burlington Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of BTI's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by BTI and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and BTI has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by BTI and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Monitor.

4. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

BDO Dunwoody Ltd., in its capacity as court appointed monitor of Burlington Technologies Inc. and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Real Property

PIN: 07169-0470 (LT)

Lots 2 & 3 on Plan 1055, subject to 222537E & 238833E as partially released by 620380; Burlington.

Schedule C – Claims to be deleted and expunged from title to Real Property

(a) Instrument No. 568084 registered on December 15, 1982, being a Transfer in favour of Burlington Die Casting Co. Ltd.;

(b) Instrument No. 579796 registered on June 29, 1983, being a Transfer in favour of Burlington Die Castings Co. Ltd.;

(c) Instrument No. HR182248 registered on March 4, 2003, being an Application to Change Owner Name from Burlington Die Castings Co. Ltd. to Burlington Technologies Inc.;

(d) Instrument No. HR528412 registered on November 23, 2006 being a Charge in the principal amount of $5,000,000 in favour of Castings International Inc.;

(e) Instrument No. HR540666 registered on January 18, 2007 being a Transfer of Charge (relating to Instrument No. HR528412) from Castings International Inc. to Royal Bank of Canada;

(f) Instrument No. HR701134 registered on September 19, 2008 being a Charge in the principal amount of $5,000,000 in favour of Royal Bank of Canada;

(g) Instrument No. HR701141 registered on September 19, 2008 being a Notice of General Assignment of Rent in favour of Royal Bank of Canada relating to Instrument No. HR701134; and

(h) Instrument No. HR701161 registered on September 19, 2008 being a Postponement of Instrument Nos. HR528412 and HR540666 to Instrument No. HR701134 in favour of Royal Bank of Canada.

(i) Instrument No. HR722880 registered on December 9, 2008 being a Charge in the principal amount of $1,500,000 in favour of Royal Bank of Canada; and

(j) Instrument No. HR722891 registered on December 9, 2008 being a Postponement of Instrument Nos. HR528412 to Instrument No. HR722880 in favour of Royal Bank of Canada;

3.

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(unaffected by the Vesting Order)

(a) Instrument No. 119980 registered on January 25, 1961, being a Bylaw;

(b) Instrument No. E222537 registered on May 1, 1967, being a Transfer Easement in favour of The Corporation of the Town of Burlington;

(c) Instrument No. E238833 registered on December 18, 1967, being a Transfer Easement in favour of The Corporation of the Town of Burlington;

(d) Instrument No. 569936 registered on January 19, 1983, being a Notice of Agreement with The Corporation of the City of Burlington;

(e) Instrument No. 598856, registered on May 2, 1984, being a Notice of Agreement with The Corporation of the City of Burlington;

(f) Instrument No. 620380 registered on June 14, 1985, being a Notice of Quit Claim;

(g) Instrument No. HR187611 registered on March 31, 2003, being a Notice of Agreement with The Corporation of the City of Burlington.

4.

Schedule E – EDC Collateral

Buyer	Contract Amount	Approval Date	Currency
Ford	$118,275.00	09-Jul-08	Cdn
Ford	$761,570.00	09-Jul-08	Cdn
Ford	$154,200.00	09-Jul-08	Cdn
Ford	$539,766.00	25-Jun-08	Cdn
Ford	$63,134.00	25-Jun-08	Cdn
Ford	$480,101.00	05-Nov-08	Cdn
Ford	$408,696.00	05-Nov-08	Cdn
Ford	$ 561,300.00	27-Feb-09	Cdn
Ford	$282,948.00	27-Feb-09	Cdn
Ford	$793,873.00	08-Apr-09	Cdn
Ford	$453,118.00	08-Apr-09	Cdn
Gates	$284,560.00	27-Feb-09	Cdn
Gates	$51,000.00	27-Feb-09	Cdn
Gates	$51,000.00	27-Feb-09	Cdn
GM	$633,275.00	08-Apr-09	Cdn
Getrag	$ 233,900.00	08-Apr-09	USD

5.

Schedule F – RBC Financial Group Lease Security

1. Master Lease Agreement between Royal Bank of Canada and Burlington Technologies Inc. dated October 26, 2004

2. **Lease No. 62298**

   (a) Commitment to Lease dated June 6, 2002
   (b) Letter Agreement dated June 6, 2002
   (c) Supplementary Letter Agreement dated October 7, 2002
   (d) Equipment Lease No. 62298 dated October 15, 2002
   (e) Extension Agreement dated October 22, 2007

3. **Lease No. 63256**

   (a) Equipment Lease No. 63286 dated August 16, 2002
   (b) Extension Agreement dated August 8, 2007
   (c) Bill of Sale dated August 16, 2002
   (d) Waivers

4. **Lease No. 42521**

   (a) Commitment to Lease dated December 3, 2003
   (b) Supplementary Letter Agreement dated April 25, 2004
   (c) Supplementary Letter Agreement dated June 1, 2004
   (d) Supplementary Letter Agreement dated August 1, 2004
   (e) Interim Funding Agreement dated December 3, 2003
   (f) Lease Agreement No. 42521

5. **Lease No. 11746**

   (a) Commitment to Lease dated January 19, 2008
   (b) Interim Funding Agreement dated January 19, 2008
   (c) Supplementary Letter Agreement dated April 3, 2008
   (d) Leasing Schedule dated July 9, 2008

6. **Lease No. 27240**

   (a) Commitment to Lease dated April 25, 2007
   (b) Interim Funding Agreement dated April 25, 2007
   (c) Supplementary Letter Agreement dated November 9, 2007
   (d) Supplementary Letter Agreement dated February 26, 2008
   (e) Leasing Schedule No. 27240 dated May 8, 2008

7. **Lease No. 42117**

   (a) Equipment Lease Agreement No. 42117 dated September 11, 2003
   (b) Amending Agreement dated November 25, 2003
   (c) Bill of Sale dated September 11, 2003

6.

(d) Waivers
(e) Insurance

8. **Lease No. 6104**

(a) Commitment to Lease dated April 20, 2005
(b) Supplementary Letter Agreement dated July 15, 2005
(c) Supplementary Letter Agreement dated October 6, 2005
(d) Interim Funding Agreement dated April 20, 2005
(e) Master Lease Agreement between Royal Bank of Canada and Burlington Technologies Inc. dated October 26, 2004
(f) Leasing Schedule No. 6104 dated March 31, 2006

9. **Lease No. 6105**

(a) Commitment to Lease dated April 20, 2005
(b) Interim Funding Agreement dated April 20, 2005
(c) Master Lease Agreement between Royal Bank of Canada and Burlington Technologies Inc. dated October 26, 2004
(d) Leasing Schedule No. 6105 dated December 15, 2005
(e) Supplementary Letter Agreement dated November 30, 2005

10. **Lease No. 6106**

(a) Commitment to Lease dated April 20, 2005
(b) Interim Funding Agreement dated April 20, 2005
(c) Supplementary Letter Agreement dated November 1, 2005
(d) Master Lease Agreement between Royal Bank of Canada and Burlington Technologies Inc. dated October 26, 2004
(e) Leasing Schedule No 6106 dated December 14, 2005

11. **Lease No. 6143**

(a) Commitment to Lease dated July 12, 2005
(b) Interim Funding Agreement dated July 12, 2005
(c) Master Lease Agreement between Royal Bank of Canada and Burlington Technologies Inc. dated October 26, 2004
(d) Leasing Schedule No. 6143 dated September 18, 2006
(e) Supplementary Letter Agreement dated October 26, 2005
(f) Supplementary Letter Agreement dated November 30, 2005
(g) Supplementary Letter Agreement dated May 26, 2006
(h) Supplementary Letter Agreement dated August 11, 2006

12. **Lease No. 6236**

(a) Commitment to Lease dated December 28, 2005
(b) Interim Funding Agreement dated December 28, 2005
(c) Leasing Schedule No. 6236 dated February 12, 2007
(d) Supplementary Letter Agreement dated August 11, 2006

7.

13. **Lease No. 6240**

(a) Interim Funding Agreement dated January 18, 2008
(b) Leasing Schedule No. 6240 dated November 7, 2006

14. **Lease No. 6330**

(a) Leasing Schedule No. 6330 dated August 14, 2006
(b) Bill of Sale dated August 14, 2006
(c) Waivers
(d) Insurance

15. **Lease 6349**

(a) Commitment to Lease dated October 24, 2006
(b) Interim Funding Agreement dated October 24, 2006
(c) Leasing Schedule No. 6349 dated May 8, 2008
(d) Supplementary Letter Agreement dated February 13, 2007
(e) Supplementary Letter Agreement dated November 9, 2007
(f) Supplementary Letter Agreement dated April 3, 2007

Court File No: 08-CL-7888-00-CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BURLINGTON TECHNOLOGIES INC.

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

FRASER MILNER CASGRAIN LLP
1 First Canadian Place
100 King Street West,
Toronto, Ontario
M5X 1B2

Lawyer: R. Shayne Kukulowicz / Jane Dietrich
LSUC: 30729S / 49302U
Email: shayne.kukulowicz@fmc-law.com / jane.dietrich@fmc-law.com
Telephone: 416 863-4740 / 416-863-4467
Facsimile: 416 863-4592

Lawyers for the Applicant Burlington Technologies Inc.

This is **Exhibit "C"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

L.M. (Linda) Vanderburgt
Group Risk Management
Senior Manager

Royal Bank of Canada
20 King Street West, 9th Floor
Toronto, Ontario, M5H 1C4

Tel: (416) 955-8083
Fax: (416) 974-8508
Email: linda.vanderburgt@rbc.com

June 12, 2009

Private and Confidential

Revstone Industries Burlington Inc.
3267 Mainway Drive
Burlington, Ontario
L7M 1A6

Attention: Mr. Tom Weaver, Chief Financial Officer

Dear Sirs:

We are pleased to offer the credit facilities (the **"Credit Facilities"**) described below, subject to the following terms and conditions.

DEFINITIONS AND SCHEDULES

The attached schedules are incorporated into this agreement by reference. Schedule "A" contains definitions of capitalized terms used and not otherwise defined in this agreement. Unless otherwise provided, all dollar amounts are in Canadian currency and accounting terms are to be interpreted in accordance with GAAP.

BORROWER

Revstone Industries Burlington Inc. (the **"Borrower"**)

LENDER

Royal Bank of Canada (the **"Bank"**)

CREDIT FACILITIES

Facility (1): revolving term facility, by way of:

(a) RBP based loans (**"RBP Loans"**);

(b) RBUSBR based loans in US currency (**"RBUSBR Loans"**); or

(c) Letters of Guarantee (**"LGs"**) to a maximum amount of $100,000.

Facility (2): $13,050,000 lease line of credit, by way of Leases (the **"Lease Facility"**).

Each use of Facility (1) is a **"Borrowing"** and all such usages outstanding at any time are **"Borrowings"**. Schedule "B" contains notice provisions applicable to Borrowings that must be complied with. Schedule "C" contains terms and conditions applicable to Borrowings made otherwise than by way of RBP Loans or RBUSBR Loans which must be complied with.

Leases under Facility (2) will be governed by this agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this agreement and any such separate agreement delivered in connection with Leases, the terms of the separate agreement will govern. Any Leases which have been leased by the Borrower pursuant to the master lease agreement between the Borrower and the Bank dated on or about the date hereof are deemed to be Leases under Facility (2) (the "**Master Lease Agreement**").

PURPOSE

Facility (1)

Facility 1 will be for working capital and general corporate purposes.

Facility (2)

Facility 2 is to assist the Borrower with the assumption by the Borrower of certain leases between the Bank and Burlington Technologies Inc. (**"BTI"**) as contemplated by the Agreement of Purchase and Sale made as of May 28, 2009 among BTI and the Borrower (the **"Purchase Agreement"**). Upon the closing of the transaction contemplated by this Agreement and the satisfaction of the Conditions Precedent set-out below, the Bank acknowledges and agrees that any encumbrance of the Bank arising from the Leases between the Bank and BTI set out in Schedule F of the Vesting Order (as defined in the Purchase Agreement) shall be deemed to have been released provided that the foregoing shall not release the Borrower from its obligations under its Leases with the Bank nor the Bank's encumbrances, right, title and interest in and to the assets which are subject to such Leases between the Bank and the Borrower.

AVAILABILITY

Facility (1)

The Borrower may borrow, convert, repay and reborrow up to the amount of this revolving facility, provided the aggregate Borrowings outstanding under this facility (including, without limitation, the aggregate of the face amounts of all outstanding LGs) must not exceed at any time the lesser of (the **"Borrowing Limit"**):

(a) the sum of:

1) $5,000,000

plus

2) if applicable, $1,000,000 available at the closing of the Purchase Agreement until August 14, 2009 (the **"Temporary Bulge"**); and

(b) the sum of the following, without duplication:

1) 90% of Good EDC Accounts Receivable;

plus

2) 50% of the lesser of cost or net realizable value of Unencumbered Inventory, to a maximum of $3,000,000;

less

3) Potential Prior-Ranking Claims.

Facility (2)

This Facility is fully drawn. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern provided that with definition of "Event of Default" in the Master Lease Agreement or any other Lease shall be deleted and replaced with the definition of Event of Default set out in Schedule "A" of this Agreement.

REPAYMENT

Facility (1)

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, and regardless of the maturities of any outstanding instruments or contracts, Borrowings under this facility are repayable on demand. Borrowings under this Facility are expected to revolve with operating requirements. Amounts outstanding under this Facility, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. The Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LGs which are unmatured or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings.

The Borrower acknowledges and agrees that the Temporary Bulge shall be repaid and cancelled on or before August 14, 2009.

Facility (2)

As per applicable Leases.

INTEREST RATES AND FEES

Facility (1)

RBP Loans:	RBP plus 2.00% per annum.
RBUSBR Loans:	RBUSBR plus 2.00% per annum.
LGs:	fee to be quoted by the Bank at the time of issue of each LG, subject to a minimum fee of $100.

Facility (2)

As per applicable Lease.

Standby Fee

The Borrower shall pay standby fees monthly in arrears on the last day of each month at the rate of 0.35% per annum. These standby fees will be calculated monthly and will accrue daily on the unutilized and uncancelled portions of the amounts of each of Facility (1) from and including the date of acceptance of this agreement.

Revolvement Fee

An administration fee of $200 per month, for revolving RBP Loans and RBUSBR Loans under Facility (1) is payable monthly in arrears on the last day of each month.

Set-up Fee

The Borrower agrees to pay the Bank a set-up fee of $25,000 on the date of execution of this Agreement by the Borrower and the Bank.

CALCULATION AND PAYMENT OF INTEREST AND FEES

RBP Loans and RBUSBR Loans

The Borrower shall pay interest on each RBP Loan and RBUSBR Loan, monthly in arrears, on the last day of each month. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days. Interest on RBUSBR Loans shall be paid in US currency.

Letters of Guarantee fees

The Borrower shall pay an LG fee on the date of issuance of any LG calculated on the face amount of the LG issued and based on the number of days in the term thereof and a year of 365 days.

Limit on Interest

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this agreement in excess of what is permitted by Applicable Laws.

Overdue Payments

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum or, in the case of an amount in US currency, RBUSBR plus 5% per annum.

Equivalent Yearly Rates

The annual rates of interest or fees to which the rates calculated in accordance with this agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

Time and Place of Payment

Amounts payable by the Borrower hereunder shall be paid at the Branch of Account in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this agreement are payable both before and after any or all of default, maturity date, demand and judgement.

EXCHANGE RATE FLUCTUATIONS

If, for any reason, the amount of Borrowings outstanding under Facility (1), when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

INCREASED COSTS

The Borrower shall reimburse the Bank for any additional cost or reduction in income arising as a result of (i) the imposition of, or increase in, taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) the imposition of, or increase in, any reserve or other similar requirement, or (iii) the imposition of, or change in, any other condition affecting the Credit Facilities imposed by any Applicable Law or the interpretation thereof.

EVIDENCE OF INDEBTEDNESS

The Bank shall open and maintain at the Branch of Account accounts and records evidencing the Borrowings made available to the Borrower by the Bank under this agreement. The Bank shall record the principal amount of each Borrowing, the payment of principal and interest and all other amounts becoming due to the Bank under this agreement.

The Bank's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this agreement.

The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable by the Borrower to the Bank pursuant to this agreement including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

GENERAL ACCOUNT

The Borrower shall establish current accounts with the Bank in each of Canadian currency and US currency (each a **"General Account"**) for the conduct of the Borrower's day to day banking business. If the balance in a General Account:

(a) is a credit, the Bank may apply, at any time in its discretion, the amount of such credit or part thereof, rounded to the nearest $10,000 in Canadian currency or US currency, as applicable, as a repayment of Borrowings outstanding by way of RBP Loans or RBUSBR Loans, as applicable, under Facility (1), or

(b) is a debit, the Bank may, subject to availability, make available a Borrowing by way of RBP Loans or RBUSBR Loans, as applicable, under Facility (1) in an amount, rounded to the nearest $10,000 in Canadian currency or US currency, as applicable, as is required to place the General Account at not less than a zero balance.

CONDITIONS PRECEDENT

The availability of any Borrowing or any Lease is conditional upon the receipt of:

(a) a duly executed copy of this agreement;

(b) the security provided for herein, in form and substance satisfactory to the Bank, registered as required to perfect and maintain the security created thereby and such certificates, authorizations, resolutions and legal opinions as the Bank may reasonably require;

(c) in the case of any Lease, such further documentation and agreements as may be required by the Bank in respect of the Lease Facility and such Lease, in form and substance satisfactory the Bank;

(d) the Borrower shall have delivered to the Bank evidence of the Borrower's arrangements with Ford and the Bank shall have confirmed that they are satisfied with the Borrower's arrangements with Ford (condition satisfied);

(e) closing of the transaction contemplated by the Purchase Agreement and the delivery to the Bank of an issued and entered Vesting Order and Monitor's Certificate (as defined in the Purchase Agreement) confirming that the transaction contemplated under the Purchase Agreement has been completed; and

(f) such financial and other information or documents relating to the Borrower as the Bank may reasonably require.

SECURITY

The security for the Borrowings and all other obligations of the Borrower to the Bank, including without limitation any amounts owing under or in respect of any Leases, shall include:

(a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower, subject to Permitted Encumbrances (the "**GSA**");

(b) Collateral mortgage on the Bank's form 917 signed by the Borrower constituting a first charge over the real property known municipally as 3267 Mainway Drive, Burlington, Ontario (the "**Mainway Charge**");

(c) Certified copy of fire insurance policies evidencing coverage on buildings, equipment and inventory of the Borrower, with loss payable to the Bank on equipment and inventory and as first mortgagee of 3267 Mainway Drive, Burlington, Ontario;

(d) Accounts receivable policy of insurance issued by EDC evidencing coverage on select accounts receivables of the Borrower with EDC's maximum liability under such policy of not less than $6,000,000 (the "**EDC Insurance**"), and any amendments thereto or renewals thereof;

(e) Direction to pay in respect of the EDC Insurance executed by the Borrower in favour of the Bank and acknowledged by EDC together with such other documentation in support of such EDC Insurance as required by the Bank;

(f) Intercreditor Agreement with EDC with respect to financing provided for Buyer Contracts (as defined in the EDC Agreement);

(g) Intercreditor Agreement with such other lenders to the Borrower as the Bank may require;

(h) Master Lease Agreement and all schedules thereto among the Borrower and the Bank with respect to the Lease obligations of the Borrower to the Bank totalling $13,050,000;

(i) Assignment of Insurance executed by the Borrower in favour of the Bank; and

(j) Landlord waiver and access agreement along with consents of mortgagees for all leased premises.

The Bank acknowledges and agrees that if: (i) the Borrower cancels Facility (1) and all indebtedness, liabilities and obligations under Facility (1) are repaid; and (ii) the Borrower terminates all cash management and other service agreements with the Bank,

the Bank shall release and discharge the GSA and release its insurance interests in the assets and undertaking of the Borrower save and except for the assets and undertaking of the Borrower which are subject to the Lease obligations and the Mainway Charge.

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank, which representations and warranties are deemed to be repeated at the time of each Borrowing and at the time of the entering into or drawdown of any Lease, that:

(a) it is a corporation duly incorporated, validly existing and duly registered or qualified to carry on business in the Province of Ontario;

(b) the execution, delivery and performance by it of this agreement have been duly authorized by all necessary actions and do not violate its constating documents or any Applicable Laws or agreements to which it is subject or by which it is bound;

(c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, an Event of Default;

(d) it has filed all material tax returns which were required to be filed by it, paid or made provision for payment of all taxes (including interest and penalties) and Potential Prior-Ranking Claims which are due and payable, and provided adequate reserves for payment of any tax, the payment of which is being contested; and

(e) it maintains the EDC Insurance on select accounts receivable and there has been no default or failure by the Borrower or any party whose payables are insured under the provisions of such policy which would prevent the recovery by the Borrower from EDC of the full amount of any material insured loss; and further, there are no outstanding claims under such policy other than those listed under the most recent Borrowing Limit Certificate provided by the Borrower pursuant to paragraph (c) of the Reporting Covenants section below.

REPORTING COVENANTS

The Borrower covenants and agrees with the Bank, while this agreement is in effect, to provide the Bank with:

(a) annually by November 30th of each year, financial projections and a business plan, prepared on a monthly basis for the following fiscal year, segregated by business division of the Borrower;

(b) monthly company-prepared financial statements for the Borrower, within 30 days of each month end, including income statement segregated by business division, balance sheet, cash flow statement and variance to budget analysis, commencing with the month ended June 30, 2009;

(c) monthly Borrowing Limit Certificate, substantially in the form of Schedule "D" (or in a format otherwise agreeable to the Bank with breakdown by business division), within 30 days of each month end;

(d) monthly Compliance Certificate, substantially in the form of Schedule "E", within 30 days of each month end, certifying compliance with this agreement including the financial covenants set forth below;

(e) annual audited year end financial statements for the Borrower, within 120 days of each fiscal year end;

(f) quarterly, company prepared financial statements for the Borrower, with 45 days of each quarter end, commencing for the quarter ending September 30, 2009;

(g) annual buyer forecast by car line by November 30 of each year for the following fiscal year of the Borrower; and

(h) such other financial and operating statements and reports as and when the Bank may reasonably require.

GENERAL COVENANTS

The Borrower covenants and agrees with the Bank, while this agreement is in effect:

(a) to pay all sums of money when due by it under this agreement;

(b) to provide the Bank with prompt written notice of any event which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default;

(c) to give the Bank 30 days prior written notice of any intended change in the ownership of its shares and not to consent to or facilitate a change in the ownership of its shares without the prior written consent of the Bank;

(d) to keep its assets fully insured against such perils and in such manner as would be customarily insured by companies carrying on a similar business or owning similar assets;

(e) to file all material tax returns which are to be filed by it from time to time, to pay or make provision for payment of all taxes (including interest and penalties) and Potential Prior-Ranking Claims when due, and to provide adequate reserves for the payment of any tax, the payment of which is being contested;

(f) to comply in all material respects with all Applicable Laws including, without limitation, all Environmental Laws;

(g) not to grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights other than Permitted Encumbrances;

(h) not to, without the prior written consent of the Bank, create, incur, assume or suffer to exist, contingently or otherwise, indebtedness for and in respect of borrowed money including, without limitation, (i) obligations with respect to bankers' acceptances, letters of credit and letters of guarantee; (ii) indebtedness for the deferred purchase price of property or services represented by a note or other evidence of indebtedness or other security; (iii) indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by the Borrower; (iv) all finance leases; and (v) any guaranteed indebtedness save and except for indebtedness arising from Permitted Encumbrances and indebtedness arising from trade payables incurred in the ordinary course of the Borrower's business;

(i) not to, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than sales in the ordinary course of business and on commercially reasonable terms;

(j) not to, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;

(k) not to, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;

(l) to provide the Bank with prompt written notice of any non-compliance by the Borrower with any Environmental Laws or any Release from the land of the Borrower of a Contaminant into the natural environment and to indemnify and save harmless the Bank from all liability or loss as a result of an Environmental Activity or any non-compliance with any Environmental Law;

(m) to permit the Bank or its representatives, from time to time, to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information and discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower;

(n) to insure select accounts receivable through the EDC Insurance;

(o) to advise the Bank of any claim made under the accounts receivable insurance policy issued by EDC within 10 days of such a claim being filed. Accounts receivable from a debtor in respect of whom a claim has been filed shall be excluded from future Borrowing Limit calculations, unless the accounts receivable is covered by valid and enforceable EDC insurance coverage and the debtor's failure to pay that has given rise to the claim is by reason of an event or circumstance covered by such insurance;

(p) not to, directly or indirectly, use the proceeds of these Credit Facilities to fund any associate or affiliate of the Borrower;

(q) not to, directly or indirectly, make loans or advances to, or otherwise provide financial assistance by way of a guarantee or otherwise to, or repay any loans or advances due or owing to, or make any investment in, any associate or affiliate of the Borrower;

(r) not to, directly or indirectly, enter into any transactions with any affiliate or associate or other Person with whom it does not deal with at "arm's length" for the purposes of the *Income Tax Act* (Canada), except transactions on commercially reasonable terms that are no less favourable than would be obtained by the Borrower in a comparable arm's length transaction other than a management agreement between the Borrower and Revstone Industries, LLC (the "**Revstone Management Agreement**");

(s) not to, without the Bank's prior written consent, purchase, redeem or otherwise acquire any equity interest of the Borrower, declare or pay any dividends on any capital stock of the Borrower, return capital to any shareholder of the Borrower, make any other Corporate Distribution on any capital stock or make any other payments or Corporate Distributions to any Affiliate of the Borrower other than the payment of a management fee payable to Revstone Industries, LLC pursuant to the Revstone Management Agreement to a maximum aggregate amount for each fiscal year of the Borrower equal to the lesser of: (i) 2% of the Borrower's sales for such fiscal year; and (ii) $1,250,000 for the 2009 fiscal year and $2,250,000 for each fiscal year thereafter; and

(t) not to, without the Bank's prior written consent, permit the shareholders of the Borrower to pledge or otherwise encumber the capital stock of the Borrower.

FINANCIAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of Facility (1) or any other demand or other discretionary Credit Facility, the Borrower covenants and agrees with the Bank, while any availability exists or any Borrowings remain outstanding under Facility (1) or any availability exists under the Lease Facility or any amounts remain outstanding under any Lease, to maintain:

(a) at all times the Net Funded Debt of the Borrower shall not exceed $23,750,000; and

(b) EBITDA of the Borrower, calculated on a semi-annual basis, for the half year ended as of December 31, 2009, of greater than $1,150,000.

Nothing contained in the foregoing Reporting Covenants, General Covenants and Financial Covenants sections of this Agreement shall be interpreted or construed to limit the right of the Bank to: (i) cancel or restrict availability of any unutilized portion of Facility (1) or any right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility made available in connection with this agreement at any time; or (ii) amend the foregoing Reporting Covenants, General Covenants and Financial Covenants sections of this Agreement pursuant to the Bank's periodic reviews of the

affairs of the Borrower, as and when determined by the Bank, and in any event by not later than May 31, 2010, for the purpose of evaluating the financial condition of the Borrower.

DEMAND

In the event that the Bank demands repayment of Facility (1), the ability of the Borrower to make further Borrowings under Facility (1) shall immediately terminate and the Bank may, by written notice to the Borrower, declare the Borrowings outstanding under Facility (1) and all other obligations of the Borrower to the Bank under this agreement to be immediately due and payable. Upon receipt of such written notice, the Borrower shall immediately pay to the Bank all Borrowings outstanding under Facility (1) and all other obligations of the Borrower to the Bank under this agreement including, without limitation, an amount equal to the aggregate of the face amounts of all LGs which are unmatured or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such instruments or contracts. The Bank may enforce its rights to realize upon its security and retain an amount sufficient to secure the Bank for the Borrower's obligations to the Bank in respect of such contracts or instruments. Notwithstanding the inclusion of Events of Default in this agreement, nothing in this agreement shall be interpreted or construed to limit the right of the Bank to cancel or restrict availability of any unutilized portion of the Lease Facility or any right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility made available in connection with this agreement at any time.

SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

The Bank may assign all or part of its rights and obligations under this agreement to any Person. The rights and obligations of the Borrower under this agreement may not be assigned without the prior written consent of the Bank.

The Bank may disclose to potential or actual assignees confidential information regarding the Borrower (including, any such information provided by the Borrower to the Bank) and shall not be liable for any such disclosure.

GENERAL

Expenses

The Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation and documentation of this agreement and the security provided for herein and the operation or enforcement of this agreement and the security provided for herein.

General Indemnity

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands,

debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security by the Borrower, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower and iv) the breach of or non compliance with any Applicable Law by the Borrower.

Review

The Bank may conduct periodical reviews of the affairs of the Borrower, as and when determined by the Bank, and in any event by not later than May 31, 2010, for the purpose of evaluating the financial condition of the Borrower. The Borrower shall make available to the Bank such financial statements and other information and documentation as the Bank may reasonably require and shall do all things reasonably necessary to facilitate such review by the Bank.

Potential Prior-Ranking Claims

The Borrower hereby grants its consent (such grant to remain in force as long as this agreement is in effect or any Borrowings are outstanding) to any Person having information relating to any Potential Prior-Ranking Claim arising by any law, statute, regulation or otherwise and including, without limitation, claims by or on behalf of government to release such information to the Bank at any time upon its written request for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

Set Off

The Bank is authorized, but not obligated, at any time, to apply any credit balance, whether or not then due, to which the Borrower is entitled on any account in any currency at any branch or office of the Bank in or towards satisfaction of the obligations of the Borrower due to the Bank under this agreement. The Bank is authorized to use any such credit balance to buy such other currencies as may be necessary to effect such application.

Non-Merger

The provisions of this agreement shall not merge with any security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

Amendments and Waivers

No amendment or waiver of any provision of this agreement will be effective unless it is in writing signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any security document shall operate as a waiver thereof.

Severability

If any provision of this agreement is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor invalidate, affect or impair any of the remaining provisions of this agreement.

Life Insurance Options

The Borrower acknowledges that Borrowings are not insured under the Bank's Business Loan Insurance Plan.

Judgement Currency

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this agreement, it is necessary to convert into the currency of such jurisdiction (the **"Judgement Currency"**) any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this agreement.

Governing Law

This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

Whole Agreement

This agreement, the security and any other written agreement delivered pursuant to or referred to in this agreement constitute the whole and entire agreement between the parties in respect of the Credit Facilities. There are no verbal agreements, undertakings or representations in connection with the Credit Facilities.

Counterparts

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

Email and Fax Transmission

The Bank is entitled to rely on any report or certificate provided to the Bank by the Borrower, by way of email or fax transmission as though it were an originally signed document. The Bank is further entitled to assume that any communication from the Borrower received by email or fax transmission is a reliable communication from the Borrower.

Notices

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

Time

Time shall be of the essence in all provisions of this agreement.

Working Capital Adjustment

In accordance with section 2.8(b)(i) of the Purchase Agreement, if: (a) the Working Capital Adjustment (as defined in the Purchase Agreement) is a negative number which exceeds the aggregate value of the Promissory Note (as defined in the Purchase Agreement) and the Deposit (as defined in the Purchase Agreement) (such excess shall be referred to as the "**Working Capital Excess Amount**"); and (b) BTI does not pay the Working Capital Excess Amount within the time period specified by section 2.8(b) of the Purchase Agreement, then the Bank and the Borrower agree that the indebtedness and liabilities of the Borrower under the Leases shall be reduced from $13,050,000 by an amount equal to such Working Capital Excess Amount on a dollar for dollar basis to be applied against the first payments due under the Leases.

Acceptance

This offer is open for acceptance until noon on June 18, 2009, after which date it will be null and void, unless extended in writing by the Bank.

Please confirm your acceptance of this agreement by signing the attached copy of this letter in the space provided below and returning it to the undersigned.

Yours truly

ROYAL BANK OF CANADA
Per:

Name: Linda Vanderburgt
Title: Senior Manager

We acknowledge and accept the foregoing terms and conditions as of June 16, 2009.

REVSTONE INDUSTRIES BURLINGTON INC.

By: Thomas Weaver
Name: THOMAS WEAVER
Title: TREASURER

By: _____
Name:
Title:

I/We have authority to bind the Corporation.

We acknowledge and accept the foregoing terms and conditions as of June 18, 2009.

REVSTONE INDUSTRIES BURLINGTON INC.

By: _____
Name:
Title:

By: _____
Name: David A. Doster
Title: Vice President

I/We have authority to bind the Corporation.

Schedule "A" to the agreement dated June 12, 2009, between Revstone Industries Burlington Inc., as Borrower, and Royal Bank of Canada, as the Bank.

DEFINITIONS

For the purpose of this agreement, the following terms and phrases shall have the following meanings:

"**Applicable Laws**" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction;

"**affiliate**" and "**associate**" each have the meaning given to it in the *Business Corporations Act* (Ontario);

"Borrowing" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are **"Borrowings"**;

"**Borrowing Limit**" has the meaning given to it in the Availability section of this agreement;

"**Branch of Account**" means the branch of the Bank at which the Borrower's accounts are maintained. As at the date of this agreement, the "**Branch of Account**" is the Bank's branch at Main Branch, Toronto, 200 Bay Street, Main Floor, Toronto, Ontario, M5J 2J5;

"**Business Day**" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed in the province of the Branch of Account;

"**Contaminant**" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental Law;

"Corporate Distributions" means any payments to any shareholder, director or officer of the Borrower, or to any associate or holder of subordinated debt of the Borrower, or to any shareholder, director or officer of any associate or holder of subordinated debt of the Borrower, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business.

"**EBITDA**" means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

"**EDC**" means Export Development Canada;

"EDC Accounts Receivable" means trade accounts receivable of the Borrower, where the payment has been insured by EDC, and the Bank has been provided with a duly executed Direction to Pay on EDC Form E-6 supported by a copy of the applicable insurance policy and any renewals thereof;

"**EDC Credit Agreement**" means the credit assumption letter agreement between, *inter alia*, the Borrower and EDC dated June 12, 2009, as it may be amended, supplemented, modified, replaced or restated.

"**Environmental Activity**" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"**Environmental Laws**" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"**Equity**" means the total of share capital, (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt;

"**Equivalent Amount**" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"**Event of Default**" means the occurrence of any one or more of the following events:

(a) the Borrower fails to pay when due any principal, interest, fees or other amounts due under this agreement or a Lease;

(b) the Borrower breaches any provision of this agreement, a Lease or any security or other agreement with the Bank or any subsidiary or affiliate of the Bank;

(c) the Borrower defaults in the payment of any indebtedness to any Person other than the Bank including, without limitation, EDC where the amount of such indebtedness exceeds $50,000, or in the performance or observance of any agreement in respect of any such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated;

(d) any representation or warranty made or deemed to have been made in this Agreement, a Lease or in any certificate or security provided for herein shall be false or inaccurate in any materially adverse respect;

(e) there is, in the opinion of the Bank, a material adverse change in the financial condition, operation or ownership of the Borrower;

(f) the Borrower is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;

(g) any notice of intention is filed or any voluntary or involuntary case or proceeding is filed or commenced for (i) the bankruptcy, liquidation, winding-up, dissolution or suspension of general operations of the Borrower, or (ii) the composition, re-scheduling, reorganization, arrangement or readjustment of, or other relief from, or stay of proceedings to enforce, some or all of the debts of the Borrower, or (iii) the appointment of a trustee, receiver, receiver and manager, liquidator, administrator, custodian or other official for, all or any significant part of the assets of the Borrower, or (iv) the possession, foreclosure or retention, or sale or other disposition of, or other proceedings to enforce security over, all or any significant part of the assets of the Borrower;

(h) any secured creditor, encumbrancer or lienor, or any trustee, receiver, receiver and manager, agent, bailiff or other similar official appointed by or acting for any secured creditor, encumbrancer or lienor, takes possession of, or forecloses or retains, or sells or otherwise disposes of, or otherwise proceeds to enforce security over all or any significant part of the assets of the Borrower or gives notice of its intention to do any of the foregoing;

(i) any provision of this agreement, a Lease or any security agreement given in connection herewith becomes invalid or unenforceable for any reason whatsoever; or

(j) any governmental or regulatory approvals or licenses which are material to the business of the Borrower are revoked or suspended for any reason whatsoever,

"Financial Assistance" means any form of direct or indirect financial assistance of any other Person by means of a loan, guarantee or otherwise or any obligations (contingent or otherwise) intended to enable another Person to incur or pay any debt or comply with any agreements related thereto or to otherwise assure or protect creditors of another Person against loss in respect of debt or any other obligations of such other Person;

"**Ford**" means Ford Motor Company operating in Canada or the US;

"**Funded Debt**" means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

"**GAAP**" means, generally accepted accounting principles in effect from time to time in Canada applied in a consistent manner from period to period;

"**GM**" means General Motors Corporation;

"Good EDC Accounts Receivable" means EDC Accounts Receivable, excluding (i) all amounts due from any affiliate, (ii) bad or doubtful accounts, (iii) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (iv) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, or (v) any accounts which the Bank has previously advised to be ineligible;

"**Interest Expense**" means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, financing costs in respect of operating leases (interest), fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers' acceptances;

"Lease" means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

"**Letter of Guarantee**" or "**LG**" means a documentary or standby credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party.

"**Net Funded Debt**" means Funded Debt plus the present value of operating lease payment stream less cash balances;

"Overdrafts" means advances of credit by way of debit balances in the Borrower's current account;

"**Permitted Encumbrances**" means (i) purchase money security interests (as defined under the *Personal Properly Security Act* (Ontario)) over, or capital or operating leases of, personal property incurred or assumed in connection with the purchase, lease or acquisition of capital or office equipment in the ordinary course of business up to an aggregate amount outstanding at any time of $500,000, (ii) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such real property or its use for its intended purpose and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; (iii) security in favour of the Bank as provided for herein, (iv) security interests or other encumbrances granted by the Borrower with the prior written consent of the Bank; and (v) prior ranking security interests in favour of EDC over the EDC Collateral up to an aggregate amount of $2,200,000 pursuant to the EDC Credit Agreement;

"**Person**" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

"**Postponed Debt**" means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

"**Potential Prior-Ranking Claims**" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Bank's security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this agreement;

"**RBP**" and "**Royal Bank Prime**" each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

"**RBUSBR**" and "**Royal Bank US Base Rate**" each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

"**Release**" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

"**Tangible Net Worth**" means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;

"**Unencumbered Inventory**" means raw materials and castings in process of the Borrower, which are not subject to any security interest or other encumbrance or any other right or claim which ranks or is capable of ranking in priority to the Bank's security including, without limitation, rights of unpaid suppliers under the *Bankruptcy and Insolvency Act*, Canada, to repossess inventory within 30 days after delivery;

"**Unmargined Availability Amount**" has the meaning given to it in the Availability section of this agreement;

"**US**" means United States of America;

"**Visteon**" means Visteon Corp.

Schedule "B" to the agreement dated June 12, 2009, between Revstone Industries Burlington Inc., as Borrower, and Royal Bank of Canada, as the Bank.

NOTICE REQUIREMENTS

Notice Requirements:

Amount	Prior Notice
Under $10,000,000, Canadian or US currency	By 10:00 a.m. E.S.T. on the day of Borrowing

Schedule "C" to the agreement dated June 12, 2009, between Revstone Industries Burlington Inc., as Borrower, and Royal Bank of Canada, as the Bank.

BORROWING CONDITIONS

Borrowings made otherwise than by way of RBP Loans or RBUSBR Loans will be subject to the following terms and conditions:

LGs:

(a) each LG shall expire on a Business Day and shall have a term of not more than 365 days;

(b) at least 2 Business Days prior to the issue of an LG, the Borrower shall execute a duly authorized application with respect to such LG and each LG shall be governed by the terms and conditions of the relevant application for such instrument;

(c) an LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LG has been obtained; and

(d) if there is any inconsistency at any time between the terms of this agreement and the terms of the application for LG, the terms of the application for LG shall govern.

Schedule "D" to the agreement dated June 12, 2009, between Revstone Industries Burlington Inc., as Borrower, and Royal Bank of Canada, as the Bank.

BORROWING LIMIT CERTIFICATE

I, _____, the President, of Revstone Industries Burlington Inc. (the "**Borrower**") hereby certify as of _____, 20____;

1. I am familiar with and have examined the provisions of the letter agreement (the "**Agreement**") dated June 12, 2009 between Revstone Industries Burlington Inc., as Borrower, and Royal Bank of Canada (the "**Bank**"), as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Agreement have the same meanings where used in this certificate.

2. The Borrowing Limit is $_____, calculated as follows:

Marginable Good EDC Accounts Receivable			A $_____
Marginable Good EDC Accounts Receivable @ 90% of A			B $_____
Raw materials and castings in process inventory			$_____
Less:	(a)	inventory subject to prior encumbrances	($_____)
	(b)	inventory subject to 30 day supplier payables	($_____)
	(c)	other non-qualifying inventory	($_____)
Unencumbered Inventory			C $_____
Marginable Unencumbered Inventory @ 50% of C, to a maximum of $3,000,000			D $_____
Less:	Potential Prior-Ranking claims	E $_____	
Borrowing Limit B + D – E			$_____
Less:	Facility (1) Borrowings (including LGs)	($_____)	
Margin Surplus (Deficit)			$_____

3. Annexed hereto are the following reports in respect of the Borrower:

   (a) aged lists of accounts receivable segregated by business division;

   (b) status of inventory detailing raw materials and castings in process segregated by business division;

   (c) listing of Potential Prior-Ranking Claims;

   (d) list of claims made by the Borrower under the EDC Insurance; and

   (e) all reports required pursuant to, or in connection with, this agreement, the EDC Insurance or any other agreement between the Bank or the Borrower and EDC.

4. The reports and information provided herewith are accurate and complete in all respects and all amounts certified as Potential Prior-Ranking Claims are current amounts owing and not in arrears.

Dated this ____ day of _____, 20____.

Per: _____
Name:

Schedule "E" to the agreement dated June 12, 2009, between Revstone Industries Burlington Inc., as Borrower, and Royal Bank of Canada, as the Bank.

COMPLIANCE CERTIFICATE

I, _____, the President of Revstone Industries Burlington Inc. (the "**Borrower**") hereby certify as of _____, 20____:

1. I am familiar with and have examined the provisions of the letter agreement (the "**Agreement**") dated June 12, 2009, between Revstone Industries Burlington Inc., as Borrower, and Royal Bank of Canada (the "**Bank**"), as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Agreement have the same meanings when used in this certificate.

2. The representations and warranties contained in the Agreement are true and correct.

3. The Borrower is in compliance in all respects with all terms, conditions and requirements of this agreement, the EDC Insurance or any other agreement between the Borrower and EDC or the Bank.

4. No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute an Event of Default under the Agreement and there is no reason to believe that during the next following fiscal quarter, any such event or circumstance will occur.

5. The aggregate Net Funded Debt as at the most recent fiscal quarter end of the Borrower is _____.

6. Minimum EBITDA calculated for the period from June 12, 2009 to December 31, 2009 is $_____, being greater than $1,150,000.

9. The detailed calculations of the foregoing ratios and covenants are set forth in the addendum annexed hereto and are true and correct in all respects.

Dated this ____ day of _____, 20____.

Per: _____
Name:
Title:

L.M. (Linda) Vanderburgt
Group Risk Management
Senior Manager

Royal Bank of Canada
20 King Street West, 9th Floor
Toronto, Ontario, M5H 1C4

Tel: (416) 955-8083
Fax: (416) 974-8508
Email: linda.vanderburgt@rbc.com

August 13, 2009

Revstone Industries Burlington Inc.
3267 Mainway Drive
Burlington, Ontario
L7M 1A6

Attention: Mr. Tom Weaver, Chief Financial Officer

Dear Sirs:

We refer to the letter loan agreement dated June 12, 2009 from Royal Bank of Canada ("**RBC**") to Revstone Industries Burlington Inc. ("**Borrower**"), and accepted by the Borrower on June 18, 2009 (the "**Credit Agreement**"). Each capitalized term used and not otherwise defined in this letter shall have the meaning ascribed thereto in the Credit Agreement.

You have requested an extension to the Temporary Bulge under Facility (1). We are prepared to provide such extension upon the terms and conditions set out herein.

1. Amendment: Subject to the acknowledgement and agreement of the Borrower to this amending letter, the Credit Agreement is amended as follows:

   Clause 2) of paragraph (a) which sets out the Borrowing Limit for Facility (1) under the Section entitled "Availability" is deleted and replaced with the following:

   "2) $1,000,000 available at the closing of the Purchase Agreement until September 4, 2009 (the "**Temporary Bulge**"); and".

2. Confirmation of Credit Agreement and Security:

   (a) The terms of this amending letter are in addition to and, unless specifically provided for hereunder, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Credit Agreement. The Credit Agreement shall henceforth be read and construed in conjunction with this amending letter and the Credit Agreement, as amended by this amending letter, together with all of the powers, provisions, conditions, covenants and agreements contained or implied therein shall be and shall continue to be in full

force and effect. All references to the "agreement", "credit agreement", "loan agreement" or similar terms in the Credit Agreement or, to the extent referring to the Credit Agreement, in any other agreements or documents (including mortgages and security agreements) delivered in connection with the Credit Agreement shall mean the Credit Agreement, as amended hereby, and as may further be amended, supplemented, restated or replaced from time to time.

(b) The security described in the Security section of the Credit Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this amending letter shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of RBC under, or any provision of, the Credit Agreement, as amended hereby, or any of the security delivered in connection therewith.

Please acknowledge your agreement with the terms of this amendment by executing a copy of this letter and returning the same to RBC on or before August 14, 2009.

Yours truly,

Per: Linda Vanderburgt
Linda Vanderburgt
Senior Manager
Group Risk Management

We hereby acknowledge and agree to the foregoing amendments to the Credit Agreement and the other terms and conditions set out above as of August 14, 2009.

REVSTONE INSDUSTRIES BURLINGTON INC.

Per: Thomas Weaver
Name: THOMAS WEAVER
Title: TREASURER, CFO

Per:
Name: DAVID DOSTER
Title: VICE PRESIDENT

I/We have authority to bind the Corporation.

L.M. (Linda) Vanderburgt
Group Risk Management
Senior Manager

Royal Bank of Canada
20 King Street West, 9th Floor
Toronto, Ontario, M5H 1C4

Tel: (416) 955-8083
Fax: (416) 974-8508
Email: linda.vanderburgt@rbc.com

August 26, 2009

Revstone Industries Burlington Inc.
3267 Mainway Drive
Burlington, Ontario
L7M 1A6

Attention: Mr. Tom Weaver, Chief Financial Officer

Dear Sirs:

We refer to the letter loan agreement dated June 12, 2009 from Royal Bank of Canada ("**RBC**") to Revstone Industries Burlington Inc. ("**Borrower**"), and accepted by the Borrower on June 18, 2009, as amended by a letter agreement dated August 13, 2009 (collectively, the "**Credit Agreement**"). Each capitalized term used and not otherwise defined in this letter shall have the meaning ascribed thereto in the Credit Agreement.

You have requested this amendment in order to accommodate the completion of the financing program between the Borrower and Deutsche Bank AG New York Branch. We are prepared to amend the Credit Agreement and consent to the Borrower entering into the financing program with Deutsche Bank AG New York Branch upon the terms and conditions set out herein:

1. Amendment: Subject to the acknowledgement and agreement of the Borrower to this amending letter, the Credit Agreement is amended as follows:

   (a) Repayment of Facility (1):

   The second paragraph of the clause which sets out the repayment of Facility (1) on page 3 of the Credit Agreement is deleted and replaced with the following:

   > "The Borrower acknowledges and agrees that the Temporary Bulge shall be repaid and cancelled on or before September 4, 2009."

(b) New Definitions:

Schedule "A" to the Credit Agreement is amended by adding the following new definitions:

> "**DB Agreement**" means the db-eBills Agreement dated June 25, 2009 between the Borrower and Deutsche Bank AG New York Branch as it may be amended, supplemented or otherwise modified from time to time;
>
> "**DB Acquired Accounts**" those accounts of the Borrower sold to Deutsche Bank AG New York Branch from time to time pursuant to the DB Agreement;

(c) Replacement Definitions

Schedule "A" to Credit Agreement is amended by deleting the definitions of "**Good EDC Accounts Receivable**" and "**Permitted Encumbrances**" and replacing them with the following:

> **"Good EDC Accounts Receivable"** means EDC Accounts Receivable, excluding (i) all amounts due from any affiliate, (ii) bad or doubtful accounts, (iii) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (iv) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (v) any accounts which the Bank has previously advised to be ineligible, or (vi) the DB Acquired Accounts;
>
> "**Permitted Encumbrances**" means (i) purchase money security interests (as defined under the *Personal Properly Security Act* (Ontario)) over, or capital or operating leases of, personal property incurred or assumed in connection with the purchase, lease or acquisition of capital or office equipment in the ordinary course of business up to an aggregate amount outstanding at any time of $500,000, (ii) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such real property or its use for its intended purpose and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; (iii) security in favour of the Bank as provided for herein, (iv) security interests or other encumbrances granted by the Borrower with the prior written consent of the Bank; (v) prior ranking security interests in favour of EDC over the EDC Collateral up to an aggregate amount of $2,200,000 pursuant to the EDC Credit Agreement, and (v) prior ranking security interests in favour of Deutsche Bank AG New York Branch over the DB Acquired Accounts up to an aggregate amount of $1,500,000 pursuant to the DB Agreement,

2. Confirmation of Credit Agreement and Security:

(a) The terms of this amending letter are in addition to and, unless specifically provided for hereunder, shall not limit, restrict, modify, amend or release any of

the understandings, agreements or covenants as set out in the Credit Agreement. The Credit Agreement shall henceforth be read and construed in conjunction with this amending letter and the Credit Agreement, as amended by this amending letter, together with all of the powers, provisions, conditions, covenants and agreements contained or implied therein shall be and shall continue to be in full force and effect. All references to the "agreement", "credit agreement", "loan agreement" or similar terms in the Credit Agreement or, to the extent referring to the Credit Agreement, in any other agreements or documents (including mortgages and security agreements) delivered in connection with the Credit Agreement shall mean the Credit Agreement, as amended hereby, and as may further be amended, supplemented, restated or replaced from time to time.

(b) The security described in the Security section of the Credit Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this amending letter shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of RBC under, or any provision of, the Credit Agreement, as amended hereby, or any of the security delivered in connection therewith.

Please acknowledge your agreement with the terms of this amendment by executing a copy of this letter and returning the same to RBC on or before August 31, 2009.

Yours truly,
ROYAL BANK OF CANADA

Per: _____
Linda Vanderburgt
Senior Manager
Group Risk Management

We hereby acknowledge and agree to the foregoing amendments to the Credit Agreement and the other terms and conditions set out above as of August 26, 2009.

REVSTONE INDUSTRIES BURLINGTON INC.

Per: Thomas Weaver
Name: THOMAS WEAVER
Title: TREASURER

Per:
Name: DAVID DOSTER
Title: VICE PRESIDENT

I/We have authority to bind the Corporation.

L.M. (Linda) Vanderburgt
Senior Manager
Group Risk Management

Royal Bank of Canada
20 King Street West, 9th Floor
Toronto, Ontario M5H 1C4

Tel: (416) 955-8083
Fax: (416) 974-8508
Email: Linda.Vanderburgt@rbc.com

December 21, 2009

Revstone Industries Burlington Inc.
3267 Mainway Drive
Burlington, Ontario
L7M 1A6

Attention: Mr. Tom Weaver, Chief Financial Officer

Dear Sirs:

We refer to the letter loan agreement dated June 12, 2009 from Royal Bank of Canada ("RBC") to Revstone Industries Burlington Inc. (the "**Borrower**"), and accepted by the Borrower on June 18, 2009, as amended by a letter agreement dated August 13, 2009 between RBC and the Borrower and as further amended by a letter agreement dated August 26, 2009 between RBC and the Borrower (collectively, the "**Credit Agreement**"). Each capitalized term used and not otherwise defined in this letter shall have the meaning ascribed thereto in the Credit Agreement.

The purpose of this letter is to set out the amendments to the Credit Agreement to which we have mutually agreed.

1. **Amendment to Availability of Credit Facilities**. The "**AVAILABILITY**" Section of the Credit Agreement is amended by deleting Subsection (a) of Facility (1) in its entirety and replacing it with the following:

> "(a) during the period:
>
> (1) commencing on December 21, 2009 up to and including March 15, 2010, $5,500,000, and
>
> (2) effective March 16, 2010 and thereafter, $5,000,000; and;".

2. **Amendment to Interest Rates and Fees**. The "**INTEREST RATES AND FEES**" Section of the Credit Agreement is amended by deleting the first two lines under the Facility (1) heading in their entirety and replacing them with the following:

"RBP Loans: RBP plus 3.00% per annum.

RBUSBR Loans: RBUSBR plus 3.00% per annum."

3. **Amendment to Security**. The "**SECURITY**" Section of the Credit Agreement is amended by deleting the word "and" at the end of Subsection (i), deleting the period and adding a semicolon ";" at the end of Subsection (j) and adding the following paragraphs as new Subsections (k) and (l):

"(k) A subordination and postponement agreement, in form and substance satisfactory to the Bank and its legal counsel, from each direct or indirect shareholder of the Borrower in respect of certain shareholder loans provided by each such shareholder to the Borrower; and

(l) An intercreditor agreement, in form and substance satisfactory to the Bank and its counsel, among Maple Trade Finance Inc., the Bank and the Borrower.".

4. **Amendment to Reporting Requirements**. The "**REPORTING COVENANTS**" Section of the Credit Agreement is amended by deleting Subsection (e) in its entirety and replacing it with the following:

"(e) annual audited year end financial statements for the Borrower, within 120 days of each fiscal year end (save and except for the annual audited year end financial statements of the Borrower for the fiscal year ending 2009 which shall be delivered on or before March 1, 2010);".

5. **Amendment to Working Capital Adjustment Note Payment Date**. The "Working Capital Adjustment" subsection of the "**GENERAL**" Section of the Credit Agreement is amended by adding the following words "as extended by the Bank to January 22, 2010," in the sixth sentence immediately after the words "within the time period specified by section 2.8(b) of the Purchase Agreement,".

6. **Amendments to Definitions**.

(a) Schedule "A" (**DEFINITIONS**) of the Credit Agreement is amended by adding the following definitions:

"**Maple Trade Agreement**" means an agreement to be entered into between Maple Trade Finance Inc. and the Borrower in respect of the establishment of an accounts receivable operating facility in the maximum principal amount of $2,500,000.

"**Maple Trade Acquired Accounts**" means those accounts of the Borrower sold to, and acquired by, Maple Trade Finance Inc. from time to time pursuant to the terms and conditions of the Maple Trade Agreement.

(b) Schedule "A" (**DEFINITIONS**) of the Credit Agreement is amended by deleting the following definitions in their entirety and replacing them with the following:

"**Good EDC Accounts Receivable**" means EDC Accounts Receivable, excluding (i) all amounts due from any affiliate, (ii) bad or doubtful accounts, (iii) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (iv) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (v) any accounts which the Bank has previously advised to be ineligible, (vi) the DB Acquired Accounts, and (vii) the Maple Trade Acquired Accounts.

"**Permitted Encumbrances**" means (i) purchase money security interests (as defined under the *Personal Property Security Act* (Ontario)) over, or capital or operating leases of, personal property incurred or assumed in connection with the purchase, lease or acquisition of capital or office equipment in the ordinary course of business up to an aggregate amount outstanding at any time of $500,000, (ii) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such real property or its use for its intended purpose and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; (iii) security in favour of the Bank as provided for herein, (iv) security interests or other encumbrances granted by the Borrower with the prior written consent of the Bank; (v) prior ranking security interests in favour of EDC over the EDC Collateral up to an aggregate amount of $2,200,000 pursuant to the EDC Credit Agreement, (v) prior ranking security interests in favour of Deutsche Bank AG New York Branch over the DB Acquired Accounts up to an aggregate amount of $1,500,000 pursuant to the DB Agreement and (vi) prior ranking security interests in favour of Maple Trade Finance Inc. over the Maple Trade Acquired Accounts up to an aggregate amount of $2,500,000 pursuant to the Maple Trade Agreement.

7. **Waiver of Financial Covenant**.

(a) The Borrower has advised RBC that as at December 31, 2009, the EBITDA of the Borrower, calculated on a semi-annual basis, will be approximately negative $882,000 and therefore less than $1,150,000 as required pursuant to Subsection (b) under the heading "**FINANCIAL COVENANTS**" of the Credit Agreement (the "**EBITDA Default**"). The Borrower hereby acknowledges and agrees that

the EBITDA Default shall constitute an Event of Default under the Credit Agreement and has requested that RBC waive such EBITDA Default.

(b) RBC hereby waives the EBITDA Default with effect on December 31, 2009. For greater certainty, RBC does not waive, and shall be under no circumstances be deemed to have waived, (i) any other Event of Default, or (ii) failure by the Borrower to comply with the terms of the Credit Agreement or any security document contemplated under the Credit Agreement or otherwise delivered in favour of RBC (collectively, the "**Security Documents**"), in each case, existing as of the date of this amending letter or at any future time.

(c) Notwithstanding anything to the contrary contained in this amending letter and notwithstanding the waiver provided in the immediately preceding Subsection, RBC hereby reserves the right to exercise all of its rights, remedies and recourses under the provisions of the Credit Agreement, the Security Documents and at law. No action or inaction on the part of RBC has or shall constitute or be construed as constituting a waiver of any rights under the Credit Agreement or any Security Document as a result of and arising out of the EBITDA Default or any other existing or future Event of Default under or non-compliance with the Credit Agreement or any Security Document unless memorialized in writing and signed by RBC. This amending letter shall not be construed as a modification, acceptance or waiver of any right or remedy of RBC under the Credit Agreement, any Security Document or at law.

(d) For greater certainty, no term, condition or other provision contained in this amending letter or the Credit Agreement shall be interpreted or construed to limit the right of the Bank to amend or reset any Reporting Covenant, Financial Covenant and/or General Covenant section of the Credit Agreement based on RBC's periodic reviews of the business and affairs of the Borrower, as and when determined by RBC, for purposes of evaluating and monitoring the financial condition of the Borrower.

8. **Management Fees**. Notwithstanding Subsection (s) under the heading "**GENERAL COVENANTS**" under the Credit Agreement:

(a) No management fees as contemplated under the Revstone Management Agreement (the "**Management Fees**") shall be paid by the Borrower to Revstone Industries, LLC during the period commencing from January 1, 2010 and ending on April 30, 2010 (the "**Deferral Period**"). For greater certainty, the Management Fees may accrue during the Deferral Period but shall not be paid by the Borrower to Revstone Industries, LLC.

(b) The Borrower shall not pay to Revstone Industries, LLC any Management Fees that: (i) have accrued during the Deferral Period and are owing to the Borrower, and (ii) have been earned by, and are due and payable to, the Borrower in the future and from time to time, in each case, unless the following conditions have been satisfied: (A) the Deferral Period has expired, (B) RBC has provided its prior

written consent, (C) at the time of and immediately after making any such payment, no default or Event of Default under the Credit Agreement shall have occurred and be continuing or would result therefrom, and (D) at the time of and immediately after making any such payment, the Borrower shall be in compliance with all financial covenants set out in the Credit Agreement.

9. **Consent to Maple Trade Accounts Receivable Operating Facility**. RBC hereby consents to the accounts receivable operating facility up to a maximum amount of $2,500,000 established by Maple Trade Finance Inc. in favour of the Borrower provided that all terms and conditions outlined in this amending letter are satisfied and complied with by the Borrower.

10. **Representations and Warranties**. To induce RBC to enter into this amending letter the Borrower represents and warrants to RBC that:

(a) the representations and warranties set out in the Credit Agreement are true, complete and correct in every material respect as at the date of this amending letter; and

(b) there is no Event of Default which has occurred and is continuing as at the date of this amending letter.

11. **Conditions Precedent to this Amending Letter**. This amending letter shall not come into effect and the Credit Agreement shall not be amended to reflect the amendments contained herein, until RBC has received the following documents (each in form and substance satisfactory to RBC) and upon each of the following events having occurred to the satisfaction of RBC:

(a) a duly executed copy of this amending letter from the Borrower;

(b) RBC having received an executed copy of the note amending agreement from the Borrower;

(c) no Event of Default shall have occurred and is continuing;

(d) RBC having received an executed subordination and postponement agreement, in form and substance satisfactory to RBC, from each direct or indirect shareholder of the Borrower;

(e) RBC having received satisfactory evidence in writing confirming that the Borrower is in receipt of a working capital injection in a minimum amount of $300,000 by Revstone Industries, LLC by way of a shareholder loan;

(f) RBC having received an executed commitment letter from Maple Trade Finance Inc. in favour of the Borrower, the terms of which shall be satisfactory to RBC in its sole discretion, confirming the establishment of an accounts receivable operating facility in a principal amount of not greater than $2,500,000; and

(g) the execution and delivery of all such other agreements, instruments, comfort letters, opinions, certificates and other documents as RBC may reasonably require to effect the amendment contemplated in this amending letter.

The conditions stated in this Section 11 are inserted for the sole benefit of RBC and may be waived by it in whole or in part, and with or without terms or conditions.

12. **Confirmation of Credit Agreement and Security**.

(a) The terms of this amending letter are in addition to and, unless specifically provided for hereunder, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Credit Agreement. The Credit Agreement shall henceforth be read and construed in conjunction with this amending letter and the Credit Agreement, as amended by this amending letter, together with all of the powers, provisions, conditions, covenants and agreements contained or implied therein shall be and shall continue to be in full force and effect. All references to the "agreement", "credit agreement", "loan agreement" or similar terms in the Credit Agreement or, to the extent referring to the Credit Agreement, in any other agreements or documents (including mortgages and security agreements) delivered in connection with the Credit Agreement shall mean the Credit Agreement, as amended hereby, and as may further be amended, supplemented, restated or replaced from time to time.

(b) The security described in the "**SECURITY**" section of the Credit Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this amending letter shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of RBC under, or any provision of, the Credit Agreement, as amended hereby, or any of the security delivered in connection therewith.

13. **No Novation**. Nothing in this amending letter, nor in the Credit Agreement when read together with this amending letter, shall constitute novation, payment, re-advance, or otherwise of any existing indebtedness, liabilities and obligations of the Borrower to the RBC.

14. **Time**. Time shall be of the essence in all provisions of this amending letter.

15. **Successors and Assigns**. This amending letter shall be binding upon and enure to the benefit of the parties to this amending letter and their respective successors and permitted assigns.

16. **Severability**. If any provision of this amending letter is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor invalidate, affect or impair any of the remaining provisions of this amending letter.

17. **Governing Law**. This amending letter shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

18. **Counterpart Execution**. This amending letter may be executed in any number of counterparts and by different parties in separate counterparts, and by facsimile or electronic PDF counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

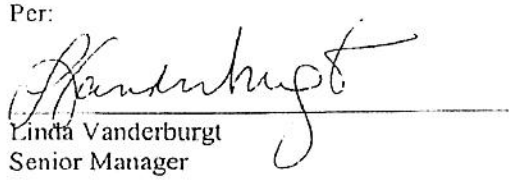
[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

This offer is open for acceptance until December 30, 2009 after which date it will be null and void, unless extended in writing by RBC.

Please confirm your acceptance of this amending letter by signing the attached copy of this letter in the space provided below and returning it to the undersigned.

Yours truly,

ROYAL BANK OF CANADA
Per:



Linda Vanderburgt
Senior Manager

We hereby acknowledge and agree to the foregoing amendments to the Credit Agreement and the other terms and conditions set out above as of December 30, 2009.

REVSTONE INDUSTRIES BURLINGTON INC.
Per:

Thomas Weaver

Name: THOMAS WEAVER
Title: TREASURER

Name: DAVID JAEGER
Title: VICE PRESIDENT

I/We have authority to bind the corporation.

L.M. (Linda) Vanderburgt
Group Risk Management
Senior Manager

Royal Bank of Canada
20 King Street West, 9th Floor
Toronto, Ontario, M5H 1C4

Tel: (416) 955-8083
Fax: (416) 974-8508
Email: linda.vanderburgt@rbc.com

April 16, 2010

Revstone Industries Burlington Inc.
3267 Mainway Drive
Burlington, Ontario
L7M 1A6

Attention: Mr. Frank Aguanno, Treasurer and Chief Financial Officer

Dear Sirs:

We refer to the letter loan agreement dated June 12, 2009 from Royal Bank of Canada ("**RBC**") to Revstone Industries Burlington Inc. (the "**Borrower**"), and accepted by the Borrower on June 18, 2009, as amended by a letter agreement dated August 13, 2009 between RBC and the Borrower and as further amended by a letter agreement dated August 26, 2009 between RBC and the Borrower and a letter agreement dated December 21, 2009 (collectively, the "**Credit Agreement**"). Each capitalized term used and not otherwise defined in this letter shall have the meaning ascribed thereto in the Credit Agreement.

The purpose of this letter is to set out the amendments to the Credit Agreement to which we have mutually agreed.

1. **Amendment to Availability of Credit Facilities**. The "**AVAILABILITY**" Section of the Credit Agreement is amended by deleting Subsection (a) of Facility (1) in its entirety and replacing it with the following:

> "(a) the sum of:
>
> (i) $5,000,000;
>
> plus
>
> (ii) if applicable, $500,000 available for the period starting on the date when all the conditions precedent set out in Section 6 have

been met through to June 30, 2010 (the "**Temporary Bulge**"); and"

2. **Amendment to Repayment**. The "**REPAYMENT**" Section of the Credit Agreement is amended by deleting the last two lines under the Facility (1) heading in their entirety and replacing them with the following:

> "The Borrower acknowledges and agrees that the Temporary Bulge shall be repaid and cancelled on or before June 30, 2010."

3. **Amendment to Financial Covenant**. The "**FINANCIAL COVENANTS**" Section of the Credit Agreement is deleted in its entirety and replaced by the following:

> "Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of Facility (1) or any other demand or other discretionary Credit Facility, the Borrower covenants and agrees with the Bank, while any availability exists or any Borrowings remain outstanding under Facility (1) or any availability exists under the Lease Facility or any amounts remain outstanding under any Lease, to maintain:
>
> (a) at all times the Net Funded Debt of the Borrower shall not exceed $22,000,000; and
>
> (b) EBITDA of the Borrower, calculated on a cumulative basis, commencing with the quarter beginning April 1, 2010:
>
> (i) for the quarter ending June 30, 2010, of greater than $460,000;
>
> (ii) for the quarter ending September 30, 2010, of greater than $1,475,000;
>
> (iii) for the quarter ending December 31, 2010, of greater than $3,250,000; and
>
> (iv) for the quarter ending March 30, 2011, of greater than $4,000,000.
>
> Nothing contained in the foregoing Reporting Covenants, General Covenants and Financial Covenants sections of this Agreement shall be interpreted or construed to limit the right of the Bank to: (i) cancel or restrict availability of any unutilized portion of Facility (1) or any right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility made available in connection with this agreement at any time; or (ii) amend the foregoing Reporting Covenants, General Covenants and Financial Covenants sections of this Agreement pursuant to the Bank's periodic reviews of the affairs of the Borrower, as and when determined

by the Bank, and in any event by not later than May 31, 2011, for the purpose of evaluating the financial condition of the Borrower."

4. **Management Fees**. Notwithstanding Subsection (s) under the heading "**GENERAL COVENANTS**" under the Credit Agreement:

   (a) No management fees as contemplated under the Revstone Management Agreement (the "**Management Fees**") shall be paid by the Borrower to Revstone Industries, LLC during the period commencing from January 1, 2010 and ending on June 30, 2010 (the "**Deferral Period**"). For greater certainty, the Management Fees may accrue during the Deferral Period but shall not be paid by the Borrower to Revstone Industries, LLC.

   (b) The Borrower shall not pay to Revstone Industries, LLC any Management Fees that: (i) have accrued during the Deferral Period and are owing to the Borrower, and (ii) have been earned by, and are due and payable to, the Borrower in the future and from time to time, in each case, unless the following conditions have been satisfied: (A) the Deferral Period has expired, (B) RBC has provided its prior written consent, (C) at the time of and immediately after making any such payment, no default or Event of Default under the Credit Agreement shall have occurred and be continuing or would result therefrom, and (D) at the time of and immediately after making any such payment, the Borrower shall be in compliance with all financial covenants set out in the Credit Agreement.

5. **Representations and Warranties**. To induce RBC to enter into this amending letter the Borrower represents and warrants to RBC that:

   (a) the representations and warranties set out in the Credit Agreement are true, complete and correct in every material respect as at the date of this amending letter; and

   (b) there is no Event of Default which has occurred and is continuing as at the date of this amending letter.

6. **Conditions Precedent to this Amending Letter**. This amending letter shall not come into effect and the Credit Agreement shall not be amended to reflect the amendments contained herein, until RBC has received the following documents (each in form and substance satisfactory to RBC) and upon each of the following events having occurred to the satisfaction of RBC:

   (a) a duly executed copy of this amending letter from the Borrower;

   ~~(b) RBC having received as executed copy of the note amending agreement from the Borrower;~~

   (c) no Event of Default shall have occurred and is continuing; and

(d) the execution and delivery of all such other agreements, instruments, comfort letters, opinions, certificates and other documents as RBC may reasonably require to effect the amendment contemplated in this amending letter.

The conditions stated in this Section 6 are inserted for the sole benefit of RBC and may be waived by it in whole or in part, and with or without terms or conditions.

7. **Confirmation of Credit Agreement and Security**.

(a) The terms of this amending letter are in addition to and, unless specifically provided for hereunder, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Credit Agreement. The Credit Agreement shall henceforth be read and construed in conjunction with this amending letter and the Credit Agreement, as amended by this amending letter, together with all of the powers, provisions, conditions, covenants and agreements contained or implied therein shall be and shall continue to be in full force and effect. All references to the "agreement", "credit agreement", "loan agreement" or similar terms in the Credit Agreement or, to the extent referring to the Credit Agreement, in any other agreements or documents (including mortgages and security agreements) delivered in connection with the Credit Agreement shall mean the Credit Agreement, as amended hereby, and as may further be amended, supplemented, restated or replaced from time to time.

(b) The security described in the "**SECURITY**" section of the Credit Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this amending letter shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of RBC under, or any provision of, the Credit Agreement, as amended hereby, or any of the security delivered in connection therewith.

8. **No Novation**. Nothing in this amending letter, nor in the Credit Agreement when read together with this amending letter, shall constitute novation, payment, re-advance, or otherwise of any existing indebtedness, liabilities and obligations of the Borrower to the RBC.

9. **Time**. Time shall be of the essence in all provisions of this amending letter.

10. **Successors and Assigns**. This amending letter shall be binding upon and enure to the benefit of the parties to this amending letter and their respective successors and permitted assigns.

11. **Severability**. If any provision of this amending letter is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor invalidate, affect or impair any of the remaining provisions of this amending letter.

12. **Governing Law**. This amending letter shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

13. **Counterpart Execution**. This amending letter may be executed in any number of counterparts and by different parties in separate counterparts, and by facsimile or electronic PDF counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

This offer is open for acceptance until April 23, 2010 after which date it will be null and void, unless extended in writing by RBC.

Please confirm your acceptance of this amending letter by signing the attached copy of this letter in the space provided below and returning it to the undersigned.

Yours truly,

ROYAL BANK OF CANADA
Per:

Linda Vanderburgt
Senior Manager

We hereby acknowledge and agree to the foregoing amendments to the Credit Agreement and the other terms and conditions set out above as of April 16, 2010.

REVSTONE INDUSTRIES BURLINGTON INC.
Per:

Name: F. AGUANNO
Title: TREASURER & CFO

Name: K. LYNCH
Title: PRESIDENT

I/We have authority to bind the corporation.

L.M. (Linda) Vanderburgt
Group Risk Management
Senior Manager

Royal Bank of Canada
20 King Street West, 9th Floor
Toronto, Ontario, M5H 1C4

Tel: (416) 955-8083
Fax: (416) 974-8508
Email: linda.vanderburgt@rbc.com

June 30, 2010

Revstone Industries Burlington Inc.
3267 Mainway Drive
Burlington, Ontario
L7M 1A6

Attention: Mr. Frank Aguanno, Treasurer and Chief Financial Officer

Dear Sirs:

We refer to the letter loan agreement dated June 12, 2009 from Royal Bank of Canada ("**RBC**") to Revstone Industries Burlington Inc. (the "**Borrower**"), and accepted by the Borrower on June 18, 2009, as amended by a letter agreement dated August 13, 2009 between RBC and the Borrower; by a letter agreement dated August 26, 2009 between RBC and the Borrower; by a letter agreement dated December 21, 2009 between RBC and the Borrower and, by a letter agreement dated April 16, 2010 between RBC and the Borrower (collectively, the "**Credit Agreement**"). Each capitalized term used and not otherwise defined in this letter shall have the meaning ascribed thereto in the Credit Agreement.

The purpose of this letter is to set out the amendments to the Credit Agreement to which we have mutually agreed.

1. **Amendment to Availability of Credit Facilities**. The "**AVAILABILITY**" Section of the Credit Agreement is amended by deleting Subsection (a) of Facility (1) in its entirety and replacing it with the following:

"(a) the sum of:

(i) $5,000,000;

plus

(ii) if applicable, $500,000 available for the period starting on the date when all the conditions precedent set out in Section 5 of the

amending letter agreement dated June 30, 2010 between the Bank and the Borrower have been met, through to October 31, 2010 (the "**Temporary Bulge**"); and"

2. **Amendment to Repayment**. The "**REPAYMENT**" Section of the Credit Agreement is amended by deleting the last two lines under the Facility (1) heading in their entirety and replacing them with the following:

> "The Borrower acknowledges and agrees that the Temporary Bulge shall be repaid and cancelled on or before October 31, 2010."

3. **Management Fees**. Notwithstanding Subsection (s) under the heading "**GENERAL COVENANTS**" under the Credit Agreement:

   (a) No management fees as contemplated under the Revstone Management Agreement (the "**Management Fees**") shall be paid by the Borrower to Revstone Industries, LLC during the period commencing from January 1, 2010 and ending on November 30, 2010 (the "**Deferral Period**"). For greater certainty, the Management Fees may accrue during the Deferral Period but shall not be paid by the Borrower to Revstone Industries, LLC.

   (b) The Borrower shall not pay to Revstone Industries, LLC any Management Fees that: (i) have accrued during the Deferral Period and are owing to the Borrower, and (ii) have been earned by, and are due and payable to, the Borrower in the future and from time to time, in each case, unless the following conditions have been satisfied: (A) the Deferral Period has expired, (B) RBC has provided its prior written consent, (C) at the time of and immediately after making any such payment, no default or Event of Default under the Credit Agreement shall have occurred and be continuing or would result therefrom, and (D) at the time of and immediately after making any such payment, the Borrower shall be in compliance with all financial covenants set out in the Credit Agreement.

4. **Representations and Warranties**. To induce RBC to enter into this amending letter the Borrower represents and warrants to RBC that:

   (a) the representations and warranties set out in the Credit Agreement are true, complete and correct in every material respect as at the date of this amending letter; and

   (b) there is no Event of Default which has occurred and is continuing as at the date of this amending letter.

5. **Conditions Precedent to this Amending Letter**. This amending letter shall not come into effect and the Credit Agreement shall not be amended to reflect the amendments contained herein, until RBC has received the following documents and things (each in form and substance satisfactory to RBC) and upon each of the following events having occurred to the satisfaction of RBC:

(a) a duly executed copy of this amending letter from the Borrower;

(b) no Event of Default shall have occurred and be continuing;

(c) the Borrower has paid RBC a credit agreement amendment fee of $5,000; and,

(d) the execution and delivery of all such other agreements, instruments, comfort letters, opinions, certificates and other documents as RBC may reasonably require to effect the amendment contemplated in this amending letter.

The conditions stated in this Section 5 are inserted for the sole benefit of RBC and may be waived by it in whole or in part, and with or without terms or conditions.

6. **Confirmation of Credit Agreement and Security**.

(a) The terms of this amending letter are in addition to and, unless specifically provided for hereunder, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Credit Agreement. The Credit Agreement shall henceforth be read and construed in conjunction with this amending letter and the Credit Agreement, as amended by this amending letter, together with all of the powers, provisions, conditions, covenants and agreements contained or implied therein shall be and shall continue to be in full force and effect. All references to the "agreement", "credit agreement", "loan agreement" or similar terms in the Credit Agreement or, to the extent referring to the Credit Agreement, in any other agreements or documents (including mortgages and security agreements) delivered in connection with the Credit Agreement shall mean the Credit Agreement, as amended hereby, and as may further be amended, supplemented, restated or replaced from time to time.

(b) The security described in the "**SECURITY**" section of the Credit Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this amending letter shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of RBC under, or any provision of, the Credit Agreement, as amended hereby, or any of the security delivered in connection therewith.

7. **Release**. ~~The Borrower agrees that upon the execution of this amending letter, it shall~~ absolutely ~~and irrevocably~~ release the Bank, its officers, ~~directors, employees~~, solicitors and agents (the "**Releasees**") ~~of and from~~ any and all claims which the Borrower may have in respect of ~~the Releasees~~ up to ~~and including~~ the date hereof including, without limitation, ~~any~~ actions taken by the Bank in dealing ~~with the~~ Borrower, the Credit ~~Facilities or with the administration of the Borrower's accounts with the Bank.~~ Deleted

8. **No Novation**. Nothing in this amending letter, nor in the Credit Agreement when read together with this amending letter, shall constitute novation, payment, re-advance, or

otherwise of any existing indebtedness, liabilities and obligations of the Borrower to the RBC.

9. **Time**. Time shall be of the essence in all provisions of this amending letter.

10. **Successors and Assigns**. This amending letter shall be binding upon and enure to the benefit of the parties to this amending letter and their respective successors and permitted assigns.

11. **Severability**. If any provision of this amending letter is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor invalidate, affect or impair any of the remaining provisions of this amending letter.

12. **Governing Law**. This amending letter shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

13. **Counterpart Execution**. This amending letter may be executed in any number of counterparts and by different parties in separate counterparts, and by facsimile or electronic PDF counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

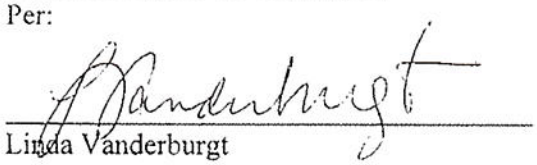
[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

This offer is open for acceptance until June 30, 2010 after which date it will be null and void, unless extended in writing by RBC.

Please confirm your acceptance of this amending letter by signing the attached copy of this letter in the space provided below and returning it to the undersigned.

Yours truly,

ROYAL BANK OF CANADA
Per:



Linda Vanderburgt
Senior Manager

We hereby acknowledge and agree to the foregoing amendments to the Credit Agreement and the other terms and conditions set out above as of June 30, 2010.

REVSTONE INDUSTRIES BURLINGTON INC.

Per: _____

Name: F. AGUANNO
Title: TREASURER & CFO

_____

Name: CURTIS FRENCH
Title: VP & GENL MGR

I/We have authority to bind the corporation.

L.M. (Linda) Vanderburgt
Group Risk Management
Senior Manager

Royal Bank of Canada
20 King Street West, 9th Floor
Toronto, Ontario, M5H 1C4

Tel: (416) 955-8083
Fax: (416) 974-8508
Email: linda.vanderburgt@rbc.com

October 7, 2010

Revstone Industries Burlington Inc.
3267 Mainway Drive
Burlington, Ontario
L7M 1A6

Attention: Mr. Curtis French, President and CEO

Dear Sirs:

We refer to the letter loan agreement dated June 12, 2009 from Royal Bank of Canada ("**RBC**") to Revstone Industries Burlington Inc. (the "**Borrower**"), and accepted by the Borrower on June 18, 2009, as amended by a letter agreement dated August 13, 2009 between RBC and the Borrower; by a letter agreement dated August 26, 2009 between RBC and the Borrower; by a letter agreement dated December 21, 2009 between RBC and the Borrower; by a letter agreement dated April 16, 2010 between RBC and the Borrower; and by a letter agreement dated June 30, 2010 (collectively, the "**Credit Agreement**"). Each capitalized term used and not otherwise defined in this letter shall have the meaning ascribed thereto in the Credit Agreement.

The purpose of this letter is to set out the amendments to the Credit Agreement to which we have mutually agreed.

1. **Amendment to Availability of Credit Facilities**. The "**AVAILABILITY**" Section of the Credit Agreement is amended by deleting Subsection (a) of Facility (1) in its entirety and replacing it with the following:

> "(a) the sum of:
>
> (i) $5,000,000;
>
> plus
>
> (ii) if applicable, $500,000 available for the period starting on the date when all the conditions precedent set out in Section 5 of the

amending letter agreement dated June 30, 2010 between the Bank and the Borrower have been met, through to October 31, 2010 (the "**Temporary Bulge**");

Plus

(iii) if applicable, $110,000 available for the period starting on the date when all the conditions precedent set out in Section 4 of the amending letter agreement dated October 7, 2010 between the Bank and the Borrower have been met, through to October 15, 2010 (the "**October Bulge**"),and"

2. **Amendment to Repayment**. The "**REPAYMENT**" Section of the Credit Agreement is amended by deleting the last two lines under the Facility (1) heading in their entirety and replacing them with the following:

"The Borrower acknowledges and agrees that the Temporary Bulge shall be repaid and cancelled on or before October 31, 2010.

The Borrower acknowledges and agrees that the October Bulge shall be repaid and cancelled on or before October 15, 2010."

3. **Representations and Warranties**. To induce RBC to enter into this amending letter the Borrower represents and warrants to RBC that:

(a) the representations and warranties set out in the Credit Agreement are true, complete and correct in every material respect as at the date of this amending letter; and

(b) there is no Event of Default which has occurred and is continuing as at the date of this amending letter other than the Default set out in the letter from RBC to the Borrower dated September 1, 2010, a copy of which is attached hereto as Schedule "A".

4. **Conditions Precedent to this Amending Letter**. This amending letter shall not come into effect and the Credit Agreement shall not be amended to reflect the amendments contained herein, until RBC has received the following documents and things (each in form and substance satisfactory to RBC) and upon each of the following events having occurred to the satisfaction of RBC:

(a) a duly executed copy of this amending letter from the Borrower;

(b) no Event of Default shall have occurred and be continuing other than the Default set out in the letter from RBC to the Borrower dated September 1, 2010, a copy of which is attached hereto as Schedule "A"; and,

(c) the execution and delivery of all such other agreements, instruments, comfort letters, opinions, certificates and other documents as RBC may reasonably require to effect the amendment contemplated in this amending letter.

The conditions stated in this Section 4 are inserted for the sole benefit of RBC and may be waived by it in whole or in part, and with or without terms or conditions.

5. **Confirmation of Credit Agreement and Security**.

(a) The terms of this amending letter are in addition to and, unless specifically provided for hereunder, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Credit Agreement. The Credit Agreement shall henceforth be read and construed in conjunction with this amending letter and the Credit Agreement, as amended by this amending letter, together with all of the powers, provisions, conditions, covenants and agreements contained or implied therein shall be and shall continue to be in full force and effect. All references to the "agreement", "credit agreement", "loan agreement" or similar terms in the Credit Agreement or, to the extent referring to the Credit Agreement, in any other agreements or documents (including mortgages and security agreements) delivered in connection with the Credit Agreement shall mean the Credit Agreement, as amended hereby, and as may further be amended, supplemented, restated or replaced from time to time.

(b) The security described in the "**SECURITY**" section of the Credit Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this amending letter shall not, except as expressly provided herein, operate as a waiver of:

(i) any breach or default under the Credit Agreement, as amended hereby, or any of the security delivered in connection therewith; or

(ii) any right, power or remedy of RBC under, or any provision of, the Credit Agreement, as amended hereby, or any of the security delivered in connection therewith.

RBC expressly reserves all of its existing and future rights and remedies under the Credit Agreement (as amended by this amending agreement), any security granted to RBC by the Borrower and at law.

6. **No Novation**. Nothing in this amending letter, nor in the Credit Agreement when read together with this amending letter, shall constitute novation, payment, re-advance, or otherwise of any existing indebtedness, liabilities and obligations of the Borrower to the RBC.

7. **Time**. Time shall be of the essence in all provisions of this amending letter.

8. **Successors and Assigns**. This amending letter shall be binding upon and enure to the benefit of the parties to this amending letter and their respective successors and permitted assigns.

9. **Severability**. If any provision of this amending letter is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor invalidate, affect or impair any of the remaining provisions of this amending letter.

10. **Governing Law**. This amending letter shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

11. **Counterpart Execution**. This amending letter may be executed in any number of counterparts and by different parties in separate counterparts, and by facsimile or electronic PDF counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

This offer is open for acceptance until October 8, 2010 after which date it will be null and void, unless extended in writing by RBC.

Please confirm your acceptance of this amending letter by signing the attached copy of this letter in the space provided below and returning it to the undersigned.

Yours truly,

ROYAL BANK OF CANADA
Per:

_____
Linda Vanderburgt
Senior Manager

We hereby acknowledge and agree to the foregoing amendments to the Credit Agreement and the other terms and conditions set out above as of October ____, 2010.

REVSTONE INDUSTRIES BURLINGTON INC.
Per:

_____
Name:
Title:

_____
Name:
Title:

I/We have authority to bind the corporation.

SCHEDULE "A"

SEPTEMBER 1, 2010 LETTER

See Attached.

L.M. (Linda) Vanderburgt
Special Loans & Advisory Services
Director

Royal Bank of Canada
20 King Street West, 9th Floor
Toronto, Ontario, M5H 1C4

Tel: (416) 955-8083
Fax: (416) 974-8508
Email: linda.vanderburgt@rbc.com

August 9, 2011

Revstone Industries Burlington Inc.
3267 Mainway Drive
Burlington, Ontario
L7M 1A6

Attention: Mr. Curtis French, President and CEO

Dear Sirs:

We refer to the letter loan agreement dated June 12, 2009 from Royal Bank of Canada (the "**Bank**") to Revstone Industries Burlington Inc. (the "**Borrower**"), and accepted by the Borrower on June 18, 2009, as amended by a letter agreement dated August 13, 2009 between the Bank and the Borrower; by a letter agreement dated August 26, 2009 between the Bank and the Borrower; by a letter agreement dated December 21, 2009 between the Bank and the Borrower; by a letter agreement dated April 16, 2010 between the Bank and the Borrower; by a letter agreement dated June 30, 2010 and by a letter agreement dated October 7, 2010 (collectively, the "**Credit Agreement**"). Each capitalized term used and not otherwise defined in this letter shall have the meaning ascribed thereto in the Credit Agreement.

The purpose of this letter is to set out the amendments to the Credit Agreement to which we have mutually agreed.

1. Amendment to Reporting Covenants. Item (c) of the "REPORTING COVENANTS" Section of the Credit Agreement is deleted in its entirety and replaced it with the following:

> "(c) bi-weekly Borrowing Limit Certificate to be received by the Bank on every second Tuesday commencing on August 23, 2011 providing calculations showing Borrowing Limit compliance as of the previous Friday;"

All other terms and conditions outlined in the Credit Agreement remain unchanged and shall continue in full force and effect.

2. **Representations and Warranties.** To induce the Bank to enter into this amending letter the Borrower represents and warrants to the Bank that:

(a) the representations and warranties set out in the Credit Agreement are true, complete and correct in every material respect as at the date of this amending letter; and

(b) there is no Event of Default which has occurred and is continuing as at the date of this amending letter other than:

(i) The Credit Agreement requires that the Borrower's EBITDA for the quarter ending June 30, 2010 be greater than $460,000. The Borrower has certified that its EBITDA for the quarter ending June 30, 2010 was negative $384,000.

For greater certainty, pursuant to the amended and restated accommodation agreement (the "**Accommodation Agreement**") dated January 1, 2011 between, among others, Ford Motor Company and Bendix Commercial Vehicle Systems LLC and the Borrower and acknowledged by the Bank, the financial covenants set out in the Credit Agreement are not being measured through to December 31, 2011 and, therefore, any Event of Default that may have occurred and be continuing as a result of non-compliance with the financial covenants set out in the Credit Agreement has not been referenced in this Section 2(b). Failure to reference any such Event of Default resulting from non-compliance with the financial covenants in the Credit Agreement should not be construed as in any way constituting a waiver of any such existing defaults of Financial Covenants set out in the Credit Agreement.

3. **Conditions Precedent to this Amending Letter.** This amending letter shall not come into effect and the Credit Agreement shall not be amended to reflect the amendments contained herein, until the Bank has received the following documents and things (each in form and substance satisfactory to the Bank) and upon each of the following events having occurred to the satisfaction of the Bank:

(a) a duly executed copy of:

(i) this amending letter from the Borrower; and

(ii) the consent and acknowledgment to this amending agreement from each of the following:

(A) Bendix Commercial Vehicle Systems LLC;

(B) Ford Motor Company;

(C) the Borrower;

(D) Revstone Industries, LLC;

(E) Nelson E. Clemmens, in his capacity as trustee of and on behalf of the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1981, and a Trust Agreement dated August 17, 1992, as amended (the "Family Trust"), (b) the separate trusts created by the Family Trust and sometimes referred to as the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Megan G. Hofmeister, the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Scott R. Hofmeister, and the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Jamie S. Hofmeister; and

(F) Douglas Holmes, in his capacity as trustee of (x) the Megan G. Hofmeister Irrevocable Trust, (y) the Scott R. Hofmeister Irrevocable Trust, and (z) the Jamie S. Hofmeister Irrevocable Trust, all under trust agreements dated June 17, 2004

(b) no Event of Default shall have occurred and be continuing; and,

(c) the execution and delivery of all such other agreements, instruments, comfort letters, opinions, certificates and other documents as the Bank may reasonably require to effect the amendment contemplated in this amending letter.

The conditions stated in this Section 3 are inserted for the sole benefit of the Bank and may be waived by it in whole or in part, and with or without terms or conditions.

4. Confirmation of Credit Agreement and Security.

(a) The terms of this amending letter are in addition to and, unless specifically provided for hereunder, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Credit Agreement. The Credit Agreement shall henceforth be read and construed in conjunction with this amending letter and the Credit Agreement, as amended by this amending letter, together with all of the powers, provisions, conditions, covenants and agreements contained or implied therein shall be and shall continue to be in full force and effect. All references to the "agreement", "credit agreement", "loan agreement" or similar terms in the Credit Agreement or, to the extent referring to the Credit Agreement, in any other agreements or documents (including mortgages and security agreements) delivered in connection with the Credit

Agreement shall mean the Credit Agreement, as amended hereby, and as may further be amended, supplemented, restated or replaced from time to time.

(b) The security described in the "SECURITY" section of the Credit Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this amending letter shall not, except as expressly provided herein, operate as a waiver of:

(i) any breach or default under the Credit Agreement, as amended hereby, or any of the security delivered in connection therewith; or

(ii) any right, power or remedy of the Bank under, or any provision of, the Credit Agreement, as amended hereby, or any of the security delivered in connection therewith.

the Bank expressly reserves all of its existing and future rights and remedies under the Credit Agreement (as amended by this amending agreement), any security granted to the Bank by the Borrower and at law.

5. No Novation. Nothing in this amending letter, nor in the Credit Agreement when read together with this amending letter, shall constitute novation, payment, re-advance, or otherwise of any existing indebtedness, liabilities and obligations of the Borrower to the the Bank.

6. Time. Time shall be of the essence in all provisions of this amending letter.

7. Successors and Assigns. This amending letter shall be binding upon and enure to the benefit of the parties to this amending letter and their respective successors and permitted assigns.

8. Severability. If any provision of this amending letter is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor invalidate, affect or impair any of the remaining provisions of this amending letter.

9. Governing Law. This amending letter shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

10. Counterpart Execution. This amending letter may be executed in any number of counterparts and by different parties in separate counterparts, and by facsimile or electronic PDF counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

-remainder of this page intentionally left blank, signature page follows-

This offer is open for acceptance until August 23, 2011 after which date it will be null and void, unless extended in writing by the Bank.

Please confirm your acceptance of this amending letter by signing the attached copy of this letter in the space provided below and returning it to the undersigned.

Yours truly,

ROYAL BANK OF CANADA
Per:

Linda Vanderburgt
Director

We hereby acknowledge and agree to the foregoing amendments to the Credit Agreement and the other terms and conditions set out above as of August 24, 2011.

REVSTONE INDUSTRIES BURLINGTON INC.
Per:

Name: CURTIS C. FRENCH
Title: VICE PRESIDENT GENERAL MANAGER

Name:
Title:

I/We have authority to bind the corporation.

CONSENT & ACKNOWLEDGEMENT

The undersigned are parties to an amended and restated accommodation agreement (the "Accommodation Agreement") dated January 1, 2011 between, among others, FORD MOTOR COMPANY and BENDIX COMMERCIAL VEHICLE SYSTEMS LLC (collectively, the "Customers") and REVSTONE INDUSTRIES BURLINGTON, INC. (the "Borrower") and acknowledged by Royal Bank of Canada (the "Bank").

Each of the undersigned hereby acknowledges and agrees to the foregoing amendments to the Credit Agreement and the other terms and conditions set out above.

Each of the undersigned hereby acknowledges, agrees and confirms that:

1. all references to the "Credit Agreement" in the Accommodation Agreement will be deemed to be references to the Credit Agreement as amended by this agreement and as may be further amended, restated, modified or replaced from time to time;

2. Item 15 (b) in Schedule 1 of the Accommodation Agreement shall be deleted in its entirety and replaced by:

> "(b) bi-weekly Borrowing Limit Certificate to be received by the Bank on every second Tuesday commencing on August 23, 2011 providing calculations showing Borrowing Limit compliance as of the previous Friday;" and

3. all other terms and conditions outlined in the Accommodation Agreement remain unchanged and shall continue in full force and effect and time shall continue to be of the essence.

-remainder of this page intentionally left blank, signature page follows-

BENDIX COMMERCIAL VEHICLE SYSTEMS LLC

By: Bob Legat

Its: Vice President, Global Purchasing Excellence

FORD MOTOR COMPANY

By: _____

Its: _____

REVSTONE INDUSTRIES BURLINGTON, INC.

By: Martin A. Jack

Its: VICE PRESIDENT, GENERAL MANAGER

REVSTONE INDUSTRIES , LLC

By: _____

Its: _____

ROYAL BANK OF CANADA

By: _____
Linda Vanderburgt

Its: Director, Special Loans & Advisory Services

Consent to Intercreditor and Security Agreement

Nelson E. Clemmens, in his capacity as trustee of and on behalf of the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1981, and a Trust Agreement dated August 17, 1992, as amended (the "Family Trust"), (b) the separate trusts created by the Family Trust and sometimes referred to as the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Megan G. Hofmeister, the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Scott R. Hofmeister, and the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Jamie S. Hofmeister

By: _____
Nelson E. Clemmens, trustee

Nelson Clemmens, in his capacity as trustee of (x) the Megan G. Hofmeister Irrevocable Trust, (y) the Scott R. Hofmeister Irrevocable Trust, and (z) the Jamie S. Hofmeister Irrevocable Trust, all under trust agreements dated June 17, 2004

By: _____
Nelson Clemmens, trustee

BENDIX COMMERCIAL VEHICLE SYSTEMS LLC

By: _____

Its: _____

FORD MOTOR COMPANY

By: _____

Its: _____

REVSTONE INDUSTRIES BURLINGTON, INC.

By: _____

Its: _____

REVSTONE INDUSTRIES , LLC

By: _____

Its: _____

ROYAL BANK OF CANADA

By: _____
Linda Vanderburgt

Its: Director, Special Loans & Advisory Services

BENDIX COMMERCIAL VEHICLE SYSTEMS LLC

By: Bob Legat

Its: Vice President, Global Purchasing Excellence

FORD MOTOR COMPANY

By: _____

Its: _____

REVSTONE INDUSTRIES BURLINGTON, INC.

By: Curtis A. Fox

Its: VICE PRESIDENT, GENERAL MANAGER

REVSTONE INDUSTRIES , LLC

By: G. W. Hofmeister

Its: Chairman

ROYAL BANK OF CANADA

By: _____
Linda Vanderburgt

Its: Director, Special Loans & Advisory Services

Nelson E. Clemmens, in his capacity as trustee of and on behalf of the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1981, and a Trust Agreement dated August 17, 1992, as amended (the "Family Trust"), (b) the separate trusts created by the Family Trust and sometimes referred to as the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Megan G. Hofmeister, the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Scott R. Hofmeister, and the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Jamie S. Hofmeister

By: _____
Nelson E. Clemmens, trustee

Nelson Clemmens, in his capacity as trustee of (x) the Megan G. Hofmeister Irrevocable Trust, (y) the Scott R. Hofmeister Irrevocable Trust, and (z) the Jamie S. Hofmeister Irrevocable Trust, all under trust agreements dated June 17, 2004

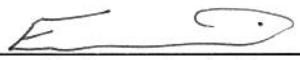
By: _____
Nelson Clemmens, trustee

This is **Exhibit "D"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.



A Commissioner for taking Affidavits, etc.

GENERAL SECURITY AGREEMENT

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

(i) all inventory of whatever kind and wherever situate;

(ii) all equipment (other than inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

(iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

(iv) all lists, records and files relating to Debtor's customers, clients and patients;

(v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(vi) all contractual rights and insurance claims;

(vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personalty rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

(viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceed", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., and the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the *Personal Property Security Act* (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notice RBC promptly of:

(i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,

(ii) the details of any significant acquisition of Collateral,

(iii) the details of any claims or litigation affecting Debtor or Collateral,

(iv) any loss or damage to Collateral,

(v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and

(vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,

(iii) all financial statements prepared by or for Debtor regarding Debtor's business,

(iv) all policies and certificates of insurance relating to Collateral, and

(v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

(i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

(ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor or any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to

preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A.

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a wavier thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed and construed in accordance with the laws of the province in which the herein mentioned branch of RBC is located, as those laws may from time to time be in effect, including where applicable, the P.P.S.A.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

REVSTONE INDUSTRIES BURLINGTON INC.			
3267 MAINWAY DRIVE	BURLINGTON	ONTARIO	L7M 1A6

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 12th day of June, 2009.

WITNESS Eric Fetzer

WITNESS Paul Seaman

REVSTONE INDUSTRIES BURLINGTON INC. (Seal)

Per: Thomas Weaver

Name: Thomas Weaver

Title: Treasurer

I have authority to bind the Corporation

Per: Ken Carpenter (Seal)

Name: Ken Carpenter

Title: President

I have authority to bind the Corporation

BRANCH ADDRESS

20 King Street West, 9th Floor
Toronto, Ontario
M5H 1C4

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

(i) the Permitted Encumbrances (as defined in the letter agreement dated June 12, 2009 between RBC and the Debtor as it may be amended, restated, supplemented, modified or replaced from time to time);

(ii) Security in favour of RBC as provided for herein; and

(iii) Security interests or other encumbrances granted by the Debtor with the prior written consent of RBC.

SCHEDULE "B"

1. Locations of Debtor's Business Operations

a) 3267 Mainway Drive, Burlington, Ontario, L7M 1A6

b) 1670 Bishop Street, Cambridge, Ontario, N1R 7J3

c) 920 Century Drive, Burlington, Ontario, L7L 5P2

2. Locations of Records relating to Collateral (if different from 1. above)

As above.

3. Locations of Collateral (if different from 1. above)

As above.

SCHEDULE "C"

(DESCRIPTION OF PROPERTY)

All present and after acquired personal property of the Debtor, subject to the Encumbrances listed in Schedule "A" hereto.

TOR_LAW\ 7132874\3

This is **Exhibit "E"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

Properties

PIN	07169 - 0470 LT *Interest/Estate* Fee Simple
Description	LTS 2 & 3 , PL 1055 , S/T 222537E & 238833E AS PARTIALLY RELEASED BY 620380 ; BURLINGTON
Address	3245 MAINWAY BURLINGTON

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name	REVSTONE INDUSTRIES BURLINGTON INC.
Address for Service	3267 Mainway Drive, Burlington, Ontario, L7M 1A6

I, Thomas Weaver, Treasurer, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name	ROYAL BANK OF CANADA
Address for Service	180 Wellington Street West 5th Floor Toronto, Ontario, M5J 1J1

Provisions

Principal	$20,000,000.00	*Currency*	CDN
Calculation Period			
Balance Due Date	On demand		
Interest Rate	Prime Rate plus 15% per annum		
Payments			
Interest Adjustment Date			
Payment Date	On demand		
First Payment Date			
Last Payment Date			
Standard Charge Terms	20015		
Insurance Amount	full insurable value		
Guarantor			

Signed By

Julian Papes	3300–130 Adelaide St. W. Toronto M5H 3P5	acting for Chargor (s)	Signed	2009 06 19

Tel 416-366-8833
Fax 4163663992
I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

FEIGE, NAWROCKI	3300–130 Adelaide St. W. Toronto M5H 3P5	2009 06 22

Tel 416-366-8833
Fax 4163663992

Fees/Taxes/Payment

Statutory Registration Fee	$60.00

Fees/Taxes/Payment

Total Paid $60.00

File Number

Chargee Client File Number : T960673

LAND REGISTRATION REFORM ACT

CHARGE TERMS

SET OF STANDARD CHARGE TERMS FOR ELECTRONIC DOCUMENTS (COLLATERAL CHARGES)

ROYAL BANK OF CANADA
ROYAL TRUST CORPORATION OF CANADA

Filed by:
ROYAL BANK OF CANADA and
ROYAL TRUST CORPORATION OF CANADA

Filing Date: June 28, 2001
Filing Number: 20015

The following set of standard charge terms shall apply to electronic documents submitted for registration under Part III of the *Land Registration Reform Act,* R.S.O 1990, c.L.4, as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this set of standard charge terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act.

Any charge in an electronic format of which this set of standard charge terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge". Whenever reference is made in this set of standard charge terms to the Charge it shall include this set of standard charge terms and all terms and provisions of this set of standard charge terms.

Any reference to the "Computer Field" in the Charge means a computer data entry field in a charge registered pursuant to Part III of the Land Registration Reform Act into which the terms and conditions of the Charge may be inserted.

1. **CHARGE**

The chargor or chargors indicated in the Computer Field of the Charge entitled "Chargor" (the "Chargor") charges the lands and premises indicated in the Computer Field of the Charge entitled "Description" (the "Charged Premises") with the payment to the chargee indicated in the Computer Field of the Charge entitled "Chargee" (the "Chargee") of the principal and interest and all other monies secured by the Charge upon the terms as set out in the Charge.

2. **COLLATERAL SECURITY**

The Chargor has at the request of the Chargee agreed to give the Charge as a continuing collateral security for payment and satisfaction to the Chargee of all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, at any time owing by the Chargor to the Chargee incurred or arising either before or after the delivery for registration of the Charge and whether incurred by or arising from agreement or dealings between the Chargor and the Chargee or from any agreement or dealings with any third party by which the Chargee may be or become in any manner whatsoever a creditor of the Chargor or however otherwise incurred or arising anywhere within or outside Canada and whether the Chargor be bound alone or with another or others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (such obligations, debts and liabilities being herein called the "Liabilities"). It is agreed by the Chargor and the Chargee that the Charge at any one time will secure only that portion of the aggregate principal component of the Liabilities outstanding at such time which does not exceed the sum set out in the Computer Field in the Charge entitled "Principal" (herein called the "Principal Amount"), together with any interest or compound interest accrued on the portion of the Principal Amount outstanding at such time at the Charge Rate, as hereinafter defined, plus such costs and expenses to which the Chargee is entitled pursuant to the Charge.

3. **COVENANTS REGARDING LIABILITIES**

The Chargor and the Chargee agree as follows:

(a) That the Chargor covenants to pay to the Chargee each and every amount, indebtedness, liability and obligation forming part of the Liabilities in the manner agreed to in respect of such amount, indebtedness, liability or obligation.

(b) That no part of the Liabilities existing at the date of the Charge or incurred or arising thereafter, shall be deemed to be unsecured by the Charge.

(c) That the Charge is and shall be a continuing collateral security to the Chargee for the amount of the Liabilities and interest and costs as provided in the Charge and shall be deemed to be taken as security for the ultimate balance of the Liabilities; and the Charge shall not, nor shall anything therein contained operate so as to create any merger or discharge of any debt owing to the Chargee or of any lien, bond, promissory note, bill of exchange or other security held by the Chargee either before or after registration of the Charge from the Chargor or from any other person or persons and the Charge shall not in any way prejudicially affect any security held either before or after the registration of the Charge by the Chargee for the Liabilities or any part thereof, or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Chargee for or on account of the Liabilities or any part or parts thereof, nor shall the remedies of the Chargee in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of the Charge.

(d) That any and all payments made in respect of the Liabilities and interest and the monies or other proceeds realized from the sale of any securities held therefor, including the Charge, may be applied and reapplied notwithstanding any previous application on such part or parts of such Liabilities or interest as the Chargee may see fit or may be held unappropriated in a separate collateral account for such time as the Chargee may see fit.

(e) That the Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities and guarantees from and give the same and any and all existing securities and guarantees up to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept compositions from and may otherwise deal with the Chargor and all other persons, securities and guarantees as the Chargee may see fit without prejudicing the rights of the Chargee under the Charge.

(f) That the taking of judgement in respect of the Liabilities or any instrument or instruments now or hereafter representing or evidencing the Liabilities or under any of the covenants in the Charge or in any such instrument contained or implied shall not operate as a merger of the Liabilities or such instrument, instruments or covenants, nor affect the Chargee's right to interest at the rate and times provided in the Charge, nor affect nor prejudice any rights or remedies given to the Chargee by the terms of the Charge.

4. **INTEREST**

(a) VARIABLE INTEREST RATE

If the interest rate indicated in the Computer Field of the Charge entitled "Rate" is based upon the Prime Rate, as hereinafter defined, the rate of interest chargeable on the Principal Amount is a rate equal to the Prime Rate per annum as the same will vary from time to time, plus the number of percentage points per annum, if any, indicated in the Computer Field of the Charge entitled "Rate" (the "Variable Interest Rate") and shall be payable monthly, and calculated monthly, not in advance, as well after as before maturity of the Charge, and both before and after default and judgment until paid.

The Variable Interest Rate will vary automatically, without notice to the Chargor, each time there is a change in the Prime Rate. The Variable Interest Rate will always be the Prime Rate plus the number of percentage points per annum, if any, indicated in the Computer Field of the Charge entitled "Rate", payable monthly and calculated monthly, not in advance, as well after as before maturity of the Charge and both before and after default and judgement until paid.

"Prime Rate" means the annual rate of interest announced from time to time by the Chargee being a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada. In the event that it may be necessary at any time for the Chargee to prove the Prime Rate applicable as at any time or times, it is agreed that the certificate in writing of the Chargee setting forth the Prime Rate as at any time or times shall be deemed to be conclusive evidence as to the Prime Rate as set forth in the said certificate.

(b) FIXED INTEREST RATE

If the interest rate indicated in the Computer Field of the Charge entitled "Rate" is a specified annual percentage not based on the Prime Rate (the "Fixed Interest Rate"), the rate of interest chargeable on the Principal Amount is that Fixed Interest Rate per annum, payable monthly, and calculated monthly, as well after as before maturity of the Charge, and both before and after default and judgment until paid.

(c) For the purposes of the Charge the Fixed Interest Rate or the Variable Interest Rate, as the case may be, are hereinafter referred to as the "Charge Rate". Whenever reference is made to the Charge Rate it shall mean the rate of interest indicated in the Computer Field of the Charge entitled "Rate", and interest shall be calculated and payable as set out in the Charge.

5. **DEFEASANCE**

The provisions relating to defeasance contained in subsection 6(2) of the Land Registration Reform Act, shall be and are hereby expressly excluded from the terms of the Charge.

Provided the Charge shall be void upon the Chargor paying on demand to the Chargee the ultimate balance of the Liabilities, such balance not to exceed the Principal Amount, and all promissory notes, bills of exchange and any other instruments whatsoever from time to time representing the Liabilities or any part thereof, together with interest thereon either: a) where the Charge provides for a Variable Interest Rate, at the Variable Interest Rate per annum, calculated and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the Charge Rate; or b) where the Charge provides for a Fixed Interest Rate, at the Fixed Interest Rate per annum, calculated and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the same rate as on the Principal Amount and all other amounts payable by the Chargor under the Charge and paying any taxes, rates, levies, charges or assessments upon the Charged Premises no matter by whom or what authority imposed and observing and performing all covenants, provisos and conditions contained in the Charge.

6. **COMPOUND INTEREST**

It is agreed that if default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the Charge Rate, and in case the interest and compound interest are not paid on the next payment date after the date of default a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the Charged Premises and shall be secured by the Charge.

7. **TAXES**

With respect to municipal taxes, school taxes and local improvement rates (hereinafter referred to as "taxes") chargeable against the Charged Premises, it is mutually agreed between the parties to the Charge that:

(a) The Chargee may deduct from any advance of monies to the Chargor an amount sufficient to pay the taxes which have become or will become due and payable at the date of such advance and are unpaid at the date of such advance.

(b) The Chargor shall pay to the Chargee in monthly instalments on the dates on which instalments of principal and interest are payable under the Charge, sums sufficient to enable the Chargee to pay the whole amount of taxes on or before the due date for payment thereof or, if such amount is payable in instalments, on or before the due date for payment of the first instalment of taxes.

(c) Where the period between the date of the advance and the end of the calendar year is less than one year the Chargor shall pay to the Chargee in equal monthly instalments, during such period and during the next succeeding 12 months period, an amount estimated by the Chargee to be sufficient to pay, on or before the expiration of the said 12 months period, all taxes which shall become due and payable during the said two periods and during the balance of the year in which the said 12 months period expires; and the Chargor shall also pay to the Chargee on demand the amount, if any, by which the actual taxes exceed such estimated amount.

(d) Except as provided in the last preceding clause, the Chargor shall, in each and every month, pay to the Chargee one-twelfth of the amount (as estimated by the Chargee) of the taxes next becoming due and payable; and the Chargor shall also pay to the Chargee on demand the amount, if any, by which the said actual taxes exceed such estimated amount.

(e) The Chargee shall allow the Chargor interest on the average monthly balances standing in the Charge account from time to time to the credit of the Chargor for payment of taxes at a rate per annum, and at such times, as the Chargee may determine in itssole discretion; and the Chargor shall be charged interest at the Charge Rate, on the debit balance, if any, in the Charge account outstanding after payment of taxes by the Chargee, until such debit balance is fully repaid.

(f) The Chargor shall reimburse the Chargee, on demand, for any fees paid or charges incurred by the Chargee to a municipality or other tax authority from time to time in connection with the administration of the tax account, including any fees or charges for the obtaining of information or searches or certificates in respect thereof, or the payment of taxes in any manner and the Chargor authorizes the Chargee to deduct the amount of such fees or charges from the tax account.

The Chargee agrees to apply the foregoing deductions and payments to the taxes chargeable against the Charged Premises so long as the Chargor is not in default under any covenant, proviso or agreement contained in the Charge, but nothing contained in the Charge shall obligate the Chargee to apply such payments on account of taxes more often than yearly. Provided, however, that if, before any sum or sums so paid to the Chargee shall have been so applied, there shall be default by the Chargor in respect of any payment of principal or interest as provided in the Charge, the Chargee may apply such sum or sums in or towards payment of the principal and or interest in default. The Chargor further covenants and agrees to transmit to the Chargee the assessment notices, tax bills and other notices affecting the imposition of taxes forthwith after the receipt of same by the Chargor.

Notwithstanding the provisions set out in this section, the Chargee may elect not to require payment of taxes to it in which case the Chargor will pay all taxes as they fall due and will provide the Chargee with receipts confirming payment of same as the Chargee may require.

8. **DEEMED COVENANTS EXCLUDED**

The covenants deemed to be included in a charge by subsection 7(l) of the Land Registration Reform Act, shall be and are hereby expressly excluded from the terms of the Charge.

9. **COVENANTS IN LIEU OF STATUTORY COVENANTS**

The Chargor does hereby covenant, promise and agree to and with the Chargee as follows:

(a) To Pay and Observe Covenants

That the Chargor shall pay or cause to be paid to the Chargee, without deduction or abatement, the Principal Amount secured by the Charge with interest at the Charge Rate at the times and in the manner limited for payment thereof in the Charge, and shall do, observe, perform, fulfil and keep all the provisions, covenants, agreements and stipulations particularly set forth in the Charge, and, without limitation, shall pay any taxes, rates, levies, charges or assessments including, without limitation, utility charges, upon the Charged Premises or in respect thereof, no matter by whom or by what authority imposed, which the Chargee has paid or has been rendered liable to pay and shall also pay all other sums as the Chargee may be entitled to under the Charge.

(b) For Good Title

That the Chargor, at the time of delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible title in fee simple to the Charged Premises free of any trusts, reservations, limitations, provisos or conditions (except those contained in the original grant thereof from the Crown) or any other matter or thing to alter, charge, change, encumber or defeat the same.

(c) Right to Charge

That the Chargor has good right, full power and lawful and absolute authority to charge the Charged Premises with their appurtenances unto the Chargee in the manner set out in the Charge.

(d) Quiet Possession on Default

That from and after default in the payment of the Principal Amount, or the interest thereon, or any part thereof, or in the doing, observing, performing, fulfilling or keeping of one or more of the provisions, agreements or stipulations contained in the Charge, contrary to the true intent and meaning thereof, then in every such case, it shall be lawful for the Chargee, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the Charged Premises or the lands and premises intended to be charged by the Charge, with their appurtenances, without the let, suit, hindrance, interruption or denial of the Chargor, or any other person or persons whomsoever, free and clear of all arrears of taxes and assessments whatsoever due or payable upon or in respect of the Charged Premises or any part thereof and of and from all former conveyances, mortgages, charges, rights, annuities, debts, executions and recognizance and of any other charges or encumbrances whatsoever.

(e) Further Assurances

That from and after default shall happen to be made of or in the payment of the Principal Amount then outstanding, or the interest thereon, or any part of the Principal Amount or interest, as set forth in the Charge or of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations in the Charge contrary to the true intent and meaning thereof, then and in every such case the Chargor, and all and every person or persons whosoever having, or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the Charged Premises by, from, under or in trust for the Chargor, shall and will, from time to time, and at all times thereafter, make, do, suffer and execute, deliver, authorize and register or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying, charging and assuring the Charged Premises unto the Chargee, as by the Chargee, or its solicitor shall or may be lawfully and reasonably devised, advised, or required.

(f) Done No Act to Encumber

That the Chargor has not at any time heretofore made, done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby the Charged Premises or the premises intended to be charged by the Charge, or any part thereof, are, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate, or otherwise howsoever.

(g) Insurance

i) That the Chargor will forthwith insure and during the continuance of the Charge keep insured in favour of the Chargee against loss or damage by fire, lightning, windstorm, hail, earthquake, explosion, impact, vandalism, malicious acts, civil disturbance or riot, smoke, falling objects and other risks, hazards and perils which the Chargee might require to the full extent of their replacement cost in lawful money of Canada, each and every building on the Charged Premises and which may hereafter be erected thereon, both during erection and thereafter, and all fixtures as hereinafter defined or referred to, and all other risks, hazards and perils of any nature or kind which the Chargee might require depending on the nature of the Charged Premises or the use thereof, with a company or companies approved by the Chargee and shall pay all premiums and sums of money necessary for such purpose as the same shall become due; each policy of insurance shall provide that loss, if any, shall be payable to the Chargee as its interest may appear, subject to a standard form of mortgage clause or other mortgage clause approved by the Chargee and the Chargor will forthwith assign, transfer and deliver over unto the Chargee the policy of insurance and receipts thereto appertaining; and if the Chargor shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Chargee at least fifteen days before the termination of any insurance, evidence of renewal thereof, the Chargee shall be entitled, but shall not be obliged, to insure the said buildings or any of them, and if the Chargee shall pay any premiums or sums of money for insurance for the Charged Premises or any part thereof the amount of such payment shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate from the time of such payments and shall be payable at the time appointed for the next ensuing payment of interest on the said debt; and the Chargor shall forthwith on the happening of any loss or damage, furnish at the Chargor's own expense all necessary proofs and do all necessary acts to enable the Chargee to obtain payment of the insurance monies and the production of a printed copy of the Charge shall be sufficient authority for the said insurance company to pay any such loss to the Chargee, and the said insurance company is hereby directed thereupon to pay the same to the Chargee; and any insurance monies received may, at the option of the Chargee, be applied in rebuilding, reinstating or repairing the Charged Premises or be paid to the Chargor or any other person appearing by the registered title to be or to have been the owner of the Charged Premises or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Chargee, in whole or in part on account of the amounts secured by the Charge or any part thereof whether due or not then due.

(ii) If the Charged Premises are part of a Condominium the insurance provisions set out in paragraph (a) above will not apply and the following will apply to the Charge:

That the Chargor or the Condominium Corporation or both of them will forthwith insure and during the continuance of the Charge keep insured in favour of the Chargee against loss or damage by fire, lightning, windstorm, hail, explosion, impact, vandalism, malicious acts, earthquake, civil disturbance or riot, smoke, falling objects and other risks, hazards and perils which the Chargee might require to the full extent of their replacement cost in lawful money of Canada, each and every building on the said land and which may hereafter be erected thereon, both during erection and thereafter and all fixtures as hereinafter defined or referred to and all other risks, hazards and perils of any nature or kind which the Chargee might require depending on the nature of the Charged Premises or the use thereof, with a company or companies approved by the Chargee; and the Chargor will forthwith assign, transfer and deliver unto the Chargee the policy or policies of insurance and receipts thereof appertaining and if the Chargor or Condominium Corporation or both of them shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or produce to the Chargee at least fifteen days before the termination of any insurance, evidence of renewal thereof the Chargee shall be entitled but shall not be obligated to insure the said buildings or any of them; and

the Chargor or the Condominium Corporation or both of them shall forthwith on the happening of any loss or damage comply fully with the terms of the policies of insurance and, without limiting the generality of the obligation of the Chargor to observe and perform all the duties and obligations imposed on him by the Condominium Act, R.S.O 1990, c.C.26, as amended or replaced (the "Condominium Act") and by the Declaration and By-laws of the Condominium Corporation as hereinafter provided, shall comply with the insurance provisions of the Declaration; and the Chargor as a member of the Condominium Corporation shall seek the full compliance by the Condominium Corporation of the aforementioned covenants.

10. **RELEASE**

The Chargor has released, remised and forever quitted claim, and by these presents does release, remise, and forever quit claim unto the Chargee, all right, title, interest, claim and demand whatsoever of, in, unto and out of the Charged Premises and every part thereof, so as that the Chargor shall not or may not at any time hereafter have, claim, pretend to, challenge or demand the Charged Premises or any part thereof, in any manner howsoever, subject always to the proviso for defeasance.

11. ENTRY AFTER DEFAULT AND POWER OF SALE

Provided that the Chargee on default by the Chargor of payment of the portion of the Principal Amount then outstanding and interest or any part thereof required by the Charge or in the observing, performing, fulfilling or keeping of one or more of the covenants of the Chargor provided in the Charge may enter into possession of the Charged Premises or the lands and premises intended to be charged and take the rents, issues and profits and, whether in or out of possession, make such lease or leases as it shall think fit, and also on fifteen days' default as aforesaid and after giving at least thirty-five days' written notice to the persons and in the manner prescribed by Part III of the Mortgages Act, R.S.O. 1990, c. M.40, as amended (the "Mortgages Act"), may sell the Charged Premises or the lands and premises intended to be charged by the Charge or any part or parts thereof by public auction or private contract, or partly the one and partly the other, and may convey and assure the same when so sold to the purchaser or purchasers thereof as the purchaser shall direct and may do all such assurances, acts, matters and things as may be found necessary for the purposes aforesaid, and the Chargee shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid unless the same shall happen by reason of its wilful neglect or default. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by leaving it with a grown-up person on the Charged Premises, if occupied, or by placing it on some portion of the Charged Premises, if unoccupied, or at the option of the Chargee, by mailing it by registered mail addressed to the Chargor at the Chargor's last known address and such notice shall be sufficient although not addressed to any person or persons by name or designation and notwithstanding that any person or persons to be affected thereby may be unknown, unascertained or under disability. It is hereby further agreed that the proceeds of sale under the Charge may be applied in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the Charged Premises or by reason of non-payment or procuring payment of monies, secured hereby or otherwise, and that the Chargee may sell all or any part of the Charged Premises on such terms as to credit and otherwise as shall appear to it most advantageous and for such price as can reasonably be obtained therefor and may make any stipulation as to title or evidence or commencement of title or otherwise which it may deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the Charged Premises and resell without being answerable for loss occasioned thereby, and, in the case of a sale on credit, the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as it shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease under the Charge; and that the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no case had arisen to authorize the exercise of such power or that such power had been improperly or irregularly exercised, or that such notice had not been given in compliance with the Mortgages Act, or had been given improperly, but any person damnified by an unauthorized, improper, or irregular exercise of the power shall have his remedy against the person exercising the power in damages only. The Chargee may sell fixtures, machinery, crops and standing or fallntrees apart from the lands, and the purchaser as well as the Chargee shall have all necessary access for securing, cutting and removal. It is agreed between the parties to the Charge that nothing in this section contained shall prejudice or diminish any other rights and remedies and powers of the Chargee in the Charge contained or existing at law by virtue thereof.

And it is further agreed between the parties to the Charge that until such sale or sales shall be made as aforesaid, the Chargee shall and will stand possessed of the rents and profits of the Charged Premises in case it shall take possession of them on default as aforesaid and after such sale or sales shall stand possessed of the monies to arise and be produced from such sales, or which might arise from any insurance upon the Charged Premises or any part thereof upon trust firstly in payment of all the expenses incident to the sales, leases, conveyances, or attempted sales, leases or conveyances, secondly in payment of all costs, charges, damages and expenses of the Chargee relating to taxes, rents, insurance, repairs, utilities and any other amounts which the Chargee may have paid relating to the Charged Premises,

thirdly in discharge of all interest and costs then due in respect of the Charge, fourthly in discharge of the portion of the Principal Amount then outstanding secured by the Charge, fifthly in payment of any subsequent encumbrancers according to their priorities and the residue shall be paid to the Chargor as the Chargor may direct and shall also, in such event, at the request, cost and expense of the Chargor, transfer, release and assure unto the Chargor or to such person or persons as the Chargor shall direct and appoint, all such parts of the Charged Premises as shall remain unsold for the purposes aforesaid, discharged from all the Charge, but no person who shall be required to make or execute any such assurances shall be compelled for the making thereof to go or travel from his usual place of abode. Provided always, and it is hereby further declared and agreed by and between the parties to the Charge, that notwithstanding the power of sale and the other powers and provisions contained in the Charge, the Chargee shall have and be entitled to its right of foreclosure of the fee interest or equity of redemption of the Chargor in the Charged Premises as fully and effectually as it might have exercised and enjoyed the same in case the power of sale, and the other former provisos and trusts incident thereto had not been contained in the Charge.

12. DISTRESS

Provided that and it is further stipulated, provided and agreed by and between the parties to the Charge that the Chargee may distrain for arrears of interest against the Charged Premises or any part thereof and recover by way of rent reserved as in the case of a demise the arrears of interest and all costs and expenses incurred in such levy or distress and may also distrain for arrears of principal and monthly payments of taxes, if required, in the same manner as if the same were arrears of interest.

13. PRINCIPAL DUE ON DEFAULT OF PERFORMANCE OF COVENANTS

It is agreed by the Chargor and the Chargee that if any default shall occur in the performance of any covenant, proviso or agreement contained in the Charge or if any waste be committed or suffered on the Charged Premises, then, at the option of the Chargee, the principal amount secured by the Charge shall forthwith become due and payable subject to any relief afforded to the Chargor at law. The Chargee may, however, waive its right to call in the Principal Amount or any portion thereof then outstanding and shall not be therefore debarred from asserting and exercising its right to call in the principal amount upon the happening of any future default or breach.

14. CHARGOR'S QUIET POSSESSION UNTIL DEFAULT

Provided and it is agreed that until default in the payment of principal or interest secured by the Charge or intended so to be, or any part of either of the same, or in the performance of any of the provisions set forth in the Charge contrary to the true intent and meaning thereof, it shall be lawful for the Chargor peaceably and quietly to have, hold, use, occupy, possess and enjoy the Charged Premises, and receive and take the rents and profits thereof to the Chargor's own use and benefit, without let, suit, hindrance, interruption, or denial by the Chargee, or of or by any other person or persons whomsoever lawfully claiming, or who shall, or may lawfully claim by, from, under or in trust for the Chargee.

15. BUILDINGS, ADVANCES AND COST OF SEARCH

It is the intention of the parties to the Charge that the building or buildings erected or to be erected on the Charged Premises form part of the security for the full amount of the monies secured by the Charge; and that all advances are to be made in such manner, at such times and in such amounts up to the full amount of said monies as the Chargee, in its sole discretion, may determine. The Chargor agrees that notwithstanding the Chargor's authorization of registration and the registration of the Charge or the advancement of any part of the monies, the Chargee is not bound to advance the monies or any unadvanced portion thereof and the advance of the monies and any part thereof from time to time shall be in the sole discretion of the Chargee, but nevertheless the Charge shall take effect forthwith upon the delivery for registration of the Charge and the expenses of the examination of the title and of the Charge and valuation are to be secured hereby, the same to be charged by the Charge upon the Charged Premises and shall be without demand thereof, payable forthwith with interest at the Charge Rate and in default the Chargee's power of sale hereby given, and all other remedies under the Charge or at law shall be exercisable.

16. FIXTURES

It is hereby mutually covenanted and agreed by and between the Chargor and the Chargee that all erections and improvements fixed or otherwise either on the date of delivery for registration of the Charge or thereafter put upon the Charged Premises, including but without limiting the generality of the foregoing, all fences, heating, piping, plumbing, aerials, air conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, cleaning and drying equipment, window blinds, radiators and covers, fixed mirrors, fitted blinds, storm windows and storm doors, window screens and screen doors, shutters and awnings, floor coverings, and all apparatus and equipment appurtenant thereto, and all farm machinery and improvements, fixed or otherwise and even though not attached to the lands otherwise than by their own weight, are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the Charged Premises and shall be a portion of the security for the amounts secured by the Charge.

17. PARTIAL RELEASE

Provided that the Chargee may at all times release any part or parts of the Charged Premises or any other security or any surety for payment of all or any part of the monies secured by the Charge or may release the Chargor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Chargee and without thereby releasing any other part of the Charged Premises, or any other securities or covenants contained in the Charge, it being especially agreed that notwithstanding any such release the Charged Premises, securities and covenants remaining unreleased shall stand charged with the whole of the monies secured by the Charge and all legal and other expenses incurred by the Chargee in connection with such release or releases.

18. DEFAULT IN PRIOR CHARGES

It is hereby agreed by and between the Chargor and the Chargee that should default be made by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in any mortgage, charge, lien or other encumbrance to which the Charge is subject or subordinate, then and in that event the monies secured by the Charge shall forthwith become due and be payable, at the option of the Chargee, and all the powers in and by the Charge conferred shall become exercisable, and the powers of sale contained in the Charge may be exercised as therein provided.

19. LIENS AND CONSTRUCTION

Provided also that upon the registration of any lien against the Charged Premises, or in the event of any buildings being erected thereon being allowed to remain unfinished or without any work being done on them for a period of ten (10) days, the portion of the Principal Amount then outstanding and interest and all other amounts secured by the Charge shall, at the option of the Chargee, forthwith become due and payable. In the event that a construction lien is registered against the Charged Premises, the Chargee shall have the right, but not the obligation to pay into court such amounts as may be required to remove the lien from title to the Charged Premises. Any amounts so paid by the Chargee, together with all expenses incurred by the Chargee in connection therewith, including all solicitor's charges or commissions, as between a solicitor and his client, shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

20. WASTE, VACANCY, REPAIR AND BUILDING COMPLETION

The Chargor covenants and agrees with the Chargee that the Chargor will not permit waste to be committed or suffered on the Charged Premises and that the Chargor will maintain the buildings or other improvements on the Charged Premises in good order and repair to the satisfaction of the Chargee and will not permit or suffer them to become or remain vacant and the Chargee may, but shall not be obliged to, make such repairs, improvements and alterations as it may deem necessary or complete the construction or reconstruction of any building on the Charged Premises, and the cost of repair, construction or reconstruction shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

21. **INSPECTION**

The Chargee, its agent, employees, and independent contractors may, at any time, enter upon the Charged Premises to fully inspect the Charged Premises and where deemed necessary and/or advisable by the Chargee, an notwithstanding section 14 hereof, to conduct investigations including intrusive testing and sampling on the Charged Premises for the purpose of determining the presence of or the potential for environmental contamination and the reasonable cost of such inspection shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate, and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

22. **ALTERATIONS**

The Chargor covenants and agrees with the Chargee that the Chargor will not make or permit to be made any alterations or additions to the Charged Premises without the prior written consent of the Chargee.

23. **PROHIBITION AGAINST RENTAL**

If the Charged Premises are or are intended to be used as residential premises then the following provisions shall apply:

(a) The Chargor represents, warrants, covenants and agrees that no part of the Charged Premises are rented or occupied by a Tenant (as defined herein) and further covenants and agrees not to rent, lease, enter into a tenancy agreement of or allow occupancy by a Tenant of the whole or any part of the Charged Premises (any of the aforesaid being hereinafter referred to as "Renting") without first obtaining the consent in writing of the Chargee which consent may be refused at the sole discretion of the Chargee; further the Chargor covenants and agrees not to enter into any negotiations with respect to Renting without the consent in writing of the Chargee, which consent may be refused, restricted or made conditional at the sole discretion of the Chargee; if a restricted or conditional consent to Renting or negotiations relating to Renting is given, the Chargor covenants and agrees to abide by such restrictions or conditions;

(b) The Renting of the whole or any part of the Charged Premises without the written consent of the Chargee shall be deemed to have been done with the object of discouraging the Chargee from taking possession of the Charged Premises on default or adversely affecting the value of the Chargee's interest in the Charged Premises within the meaning of Section 52(1) of the Mortgages Act.

(c) In the event that any of the covenants contained in this section shall be breached then, at the option of the Chargee, all monies hereby secured with accrued interest thereon shall forthwith become due and payable;

(d) If the whole or any part of the Charged Premises are rented to a Tenant with or without the consent of the Chargee, at such time as the Chargee is entitled to enforce its rights under the Charge by reason of default of the Chargor, the Chargee may, at its discretion, pay to any Tenant a sum of money, in such amount as it considers advisable, as consideration for obtaining the cooperation of such Tenant in selling the Charged Premises, showing the Charged Premises and obtaining possession from the Tenant or for any one or more of the above. It is recognized that the payment of such amount will be a cost of realization on this security and the amount so paid shall be added to the debt hereby secured and be a charge on the Charged Premises and shall bear interest at the Charge Rate and shall have priority over all encumbrances subsequent to the Charge and shall be payable forthwith by the Chargor to the Chargee; the Chargorappoints the Chargee to be its true and lawful attorney and agent to enforce all the terms of any tenancy agreement entered into by the Chargor with respect to all or any part of the Charged Premises and to cancel or terminate any such tenancy agreement and in this connection to make, sign and execute any and all documents in the name of the Chargor which it, as Chargee, may consider desirable;

(e) When used in this section Tenant shall have the meaning set out in Section 1 of the Tena Protection Act, 1997, S.O. 1997, c.24, as amended.

24. **NON-MERGER**

Provided and it is agreed, that the taking of a judgment or judgments on any of the covenants contained in the Charge shall not operate as a merger of the said covenant or affect the Chargee's right to interest at the rate and times provided in the Charge; and further that said judgement shall provide that interest thereon shall be computed at the Charge Rate and in the same manner as provided in the Charge until the said judgement shall have been fully paid and satisfied.

25. **RIGHTS ON DEFAULT**

And the Chargor covenants and agrees with the Chargee that in the event of default in the payment of any instalment of principal, interest or taxes secured by the Charge or any other monies payable under the Charge by the Chargor or on breach of any covenant, proviso or agreement contained in the Charge after all or any part of the monies secured by the Charge have been advanced, the Chargee may at such time or times as it may deem necessary and without the concurrence of any other person enter upon the Charged Premises and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the Charged Premises, or for inspecting, taking care of, leasing, collecting the rents of, and managing generally the Charged Premises, and for environmental remediation to bring the Charged Premises into compliance with recognized environmental standards, statutory or otherwise, as it may deem expedient, and all reasonable costs, charges and expenses including allowances for the time and service of any employee of the Chargee or other person appointed for the above purposes shall be forthwith payable by the Chargor to the Chargee, and shall be a charge upon the Charged Premises prior to all claims thereon subsequent to the Charge and shall bear interest at the Charge Rate until paid.

26. **OBLIGATIONS SURVIVE SALE**

Provided further that no sale or other dealing by the Chargor with the Charged Premises or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies secured by the Charge.

27. **DUE ON SALE**

Provided that in the event of the Chargor selling, conveying, transferring, or entering into any agreement of sale or transfer of the title of the Charged Premises then, at the option of the Chargee, all monies secured by the Charge shall forthwith become due and payable.

28. **PRIOR ENCUMBRANCES**

It is further stipulated, provided and agreed, that the Chargee may pay the amount of any encumbrance ,lien or charge existing now or existing after the date of the Charge, or to arise or to be claimed upon the Charged Premises having priority over the Charge, including, without limitation, any taxes, utility charges or other rates on the Charged Premises, any construction lien, or any amounts payable to a Condominium Corporation, and may pay all costs, charges and expenses and all solicitor's charges or commissions, as between a solicitor and his client, which may be incurred in taking, recovering and keeping possession of the Charged Premises and generally in any proceedings or steps of any nature whatever properly taken in connection with or to realize upon this security, or in respect of the collection of any overdue interest, principal, insurance premiums or any other monies whatsoever payable by the Chargor under the Charge whether any action or any judicial proceedings to enforce such payments has been taken or not, and the amount so paid and insurance premiums for fire or other risks or hazards and any other monies paid under the Charge by the Chargee shall be added to the debt secured by the Charge and be a charge on the Charged Premises and shall bear interest at the Charge Rate, and shall be payable forthwith by the Chargor to the Chargee, and the non-payment of such amount shall be a default of payment within the meaning of those words in the paragraph dealing with power of sale and shall entitle the Chargee to exercise the power of sale and all other remedies hereby given. In the event of the Chargee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the monies advanced on the security or otherwise, it shall be entitled to all the rights, equities and securities of the person or persons, company, corporation, or government so paid off, and is hereby authorized to retain any discharge thereof, without registration, for a longer period than six months if it thinks proper to do so.

29. **ONTARIO NEW HOME WARRANTIES PLAN ACT**

If the Chargee incurs any cost or expense of any nature or kind in any way arising from or relating to the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O.31, as amended (the "ONHWPA"), including, without any limitation whatsoever, any cost or expense relating to registration as a vendor under the ONHWPA or enrolling the Charged Premises or entering into any agreement or agreements relating to performance of warranty obligations or performing any warranty obligations, all such cost and expense shall be added to the debt hereby secured and be a charge on the Charged Premises in priority to all other encumbrances registered or arising subsequent to the Charge and shall bear interest at the Charge Rate and shall be payable forthwith by the Chargor to the Chargee.

30. **EXTENSIONS**

Provided that no extension of time given by the Chargee to the Chargor, or anyone claiming under the Chargor or any other dealing with the owner of the Charged Premises, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the monies hereby secured.

31. **DISCHARGE**

The Chargee shall have a reasonable time after payment in full of the monies secured by the Charge within which to prepare and register a discharge or, if requested, and if required by law to do so, an assignment of the Charge, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee and all legal and other expenses for the preparation and registration of such discharge or assignment and any administrative charge or fee of the Chargee shall be borne by the Chargor.

32. **OTHER SECURITY**

The Charge is in addition to and not in substitution for any other security held by the Chargee including any promissory note or notes for all or any part of the monies secured under the Charge, and it is understood and agreed that the Chargee may pursue its remedies thereunder or under the Charge either concurrently or successively at its option. Any judgment or recovery under the Charge or under any other security held by the Chargee for the monies secured by the Charge shall not affect the right of the Chargee to realize upon this or any other such security.

Without limiting the generality of the foregoing, the Charge is in addition to, and not in substitution for, any other charges now or hereafter held by the Chargee over the Charged Premises as security for monies secured under the Charge or any other monies due to the Chargee.

It is understood and agreed that the aggregate of principal amounts secured by the Charge and any such other charges shall be the aggregate of the Principal Amount of the Charge and the principal amounts secured under any such other charges.

33. **PLACE OF PAYMENT AND WITHHOLDINGS FROM PAYMENTS**

(a) **Place of Payment.** Provided that all such payments secured by the Charge shall be made at the branch of the said Chargee designated in the Charge, or at such other place as the Chargee may designate in writing to the Chargor, in lawful money of Canada.

(b) **Withholdings from Payments.** If the Chargor is required by law to make any deduction or withholding from any sum payable by the Chargor to the Chargee under the Charge, then the sum payable by the Chargor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Chargee receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or been required to be made; and the Chargor shall pay the full amount to be deducted or withheld to the relevant taxation or other authority within the time allowed for such payment under applicable law and shall deliver to the Chargee within thirty days after the Chargor has made such payment to the applicable authority a receipt issued by such authority evidencing such payment.

(c) **Tax on Loan.** The Chargor shall pay to the Chargee, on demand, the amount of any income, corporate, withholding or similar taxes (other than the Chargee's income taxes) (the "Income Taxes") that may be imposed upon or in respect of the Principal Amount from time to time outstanding, together with interest thereon that the Chargee may be called upon to pay, together with interest from the date on which such Income Taxes are paid by the Charge at the rate and compounded in the manner provided in the Charge.

34. **SPOUSE'S CONSENT**

The spouse of the Chargor so named in the Charge hereby consents to the transaction evidenced by the Charge and releases all interest in the Charged Premises to the extent necessary to give effect to the rights of the Chargee under the Charge, and agrees that the Chargee may, without further notice, deal with the Charged Premises and the debt created by the Charge as the Chargee may see fit.

35. **FAMILY LAW ACT**

The Chargor covenants and agrees that:

(a) the Chargor or the owner from time to time of the Charged Premises will advise and keep advised the Chargee as to whether the Chargor or the owner from time to time is a spouse as defined in the Family Law Act, R.S.O. 1990, c. F.3, as amended (the "Family Law Act"), and if so, the name of the Chargor's spouse, and of any change in the Chargor's spousal status or in the status of the Charged Premises as a matrimonial home within the meaning of the Family Law Act, and

(b) forthwith on request the Chargor will furnish the Chargee with such evidence in connection with any of the matters referred to in clause (a) above as the Chargee may from time to time require, including, without limitation, the Chargor's and the Chargor's spouse's name, address and birth date and the Chargor's and the Chargor's spouse's authorization to the Registrar under the Vital Statistics Act, R.S.O. 1990, c.V.4, as amended, to provide the Chargee from time to time on request all information in its possession relative to any marriage, divorce or death of the Chargor or the Chargor's spouse, and on default the Principal Amount, interest and all other monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable.

36. **SEVERABILITY OF ANY INVALID PROVISIONS**

It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with the provisions of any applicable statute or regulation thereunder or any other applicable law, or would by reason of the provisions of any such statute or regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the advances secured by the Charge which it would otherwise be able to collect under such statute or regulation or other applicable law, then such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

37. **NO PREJUDICE FROM FAILURE TO ENFORCE RIGHTS**

Provided that no failure to enforce at any time or from time to time any of the rights of the Chargee under the Charge shall prejudice such rights or any other rights of the Chargee; no performance or payment by the Chargee in respect of any breach or default under the Charge of the Chargor shall relieve the Chargor from any default thereunder; and no waiver at any time or frotime to time of any such rights of the Chargee shall prejudice such rights in the event of any future default or breach.

38. **FARM LANDS**

If the Charged Premises are farm lands, the Chargor will in each year during the currency of the Charge either put into crop or summer fallow in good, proper and husbandlike manner every portion of the Charged Premises which has been or may hereafter be brought under cultivation, and will keep the Charged Premises clean and free from all noxious weeds and generally see that the Charged Premises do not depreciate in any way.

39. **CHANGE OF CORPORATE CONTROL**

Where the Chargor is a corporation the Chargor covenants and agrees that in the event that:

(a) the Chargor fails to supply to the Chargee, in a form satisfactory to the Chargee, such information relating to the ownership of its shares as the Chargee may from time to time require; or

(b) without the written consent of the Chargee first had and obtained,

(i) the Chargor issues or redeems any of its shares or transfers any of its shares,

(ii) there is a sale or sales of the shares of the Chargor which result in the transfer of the legal or beneficial interest of any of the shares of the Chargor, or

(iii) the Chargor amalgamates, merges or consolidates with any other corporation,

and the result of any of the foregoing is a change in the effective control of the majority of the voting shares of the Chargor, then all monies secured by the Charge together with accrued interest thereon shall forthwith become due and payable at the option of the Chargee and the Chargee's powers of sale hereby given and all other remedies for enforcement shall be exercisable.

40. **COMPLIANCE WITH THE LAW AND ENVIRONMENTAL COMPLIANCE**

The Chargor hereby represents and warrants to the Chargee that:

(a) there is not in, on or about the Charged Premises any product or substance or condition (including, without restriction, contaminants, wastes, moulds or hazardous or toxic materials), equipment or anything else which contravens any statute, regulation, by-law, order, direction or equivalent relating to the protection of the environment or which isnot being dealt with according to best recognized practices relating to the environment;

(b) to the best of the knowledge of the Chargor, no circumstance has existed on the Charged Premises or exists or has existed on any land adjacent to the Charged Premises which constitutes or could reasonably constitute contravention of any statute, regulation, order, by-law, direction or equivalent relating to the protection of the environment;

(c) no claim or notice of any action, investigation or proceeding of any kind has been threatened, made or issued or is pending relating to an environmental condition on the Charged Premises; and

(d) the Charged Premises are being used in compliance with all statutes, regulations, orders, by-laws, directions and equivalent relating to the protection of the environment.

The Chargor hereby covenants and agrees with the Chargee as follows:

(a) the Chargor shall give to the Chargee immediate notice of any material change in circumstances in respect of the Charged Premises or adjacent land which would cause any of the representations and warranties contained in the immediately preceding paragraphs (a) to (d) inclusive to become untrue; and

(b) the Chargor shall not permit or create, and shall not allow anyone else to permit or create, any circumstance on the Charged Premises which would constitute or could reasonably constitute a contravention of any statute, regulation, order, by-law, direction or equivalent relating to the protection of the environment.

The Chargor further covenants and agrees with the Chargee at all times promptly to observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders, regulations and equivalent of every government authority dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, pollution of the environment, contaminants, wastes, hazardous or toxic materials, building construction, public health and safety, and all private covenants and restrictions affecting the Charged Premises or any portion thereof and the Chargor shall from time to time, upon request of the Chargee, provide to the Chargee evidence of such observance and compliance and pay immediately when due the cost of removal of any such contaminants, wastes and materials, and shall at its own expense make any and all improvements thereon or alterations to the Charged Premises structural or otherwise and shall take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order, regulation, covenant or equivalent; and the Chargor shall cause its tenants, agents and invitees to comply with all the foregoing at their own expense.

The Chargor shall indemnify and hold harmless the Chargee (and its directors, officers, employees and agents) from and against all loss, cost, damage or expenses (including, without limitation, legal fees and costs incurred in the investigation, defence and settlement of any claim) due to the Chargor's failure to comply with any of the covenants and agreements in this clause, or due to the presence of any contaminant, waste, mould or hazardous or toxic material referred to in this clause, as well as any lien or priority asserted with respect thereto, and this indemnity shall survive the discharge of the Charge or the release from the Charge of part or all of the Charged Premises.

41. **CONDOMINIUMS**

If the Charge is of a unit or units within a Condominium the following provisions shall apply:

(a) The Chargor covenants and agrees at all times and from time to time to observe and perform all duties and obligations imposed on the Chargor by the Condominium Act and by the Declaration, the by-laws, and the rules as amended from time to time, of the Condominium Corporation, by virtue of the Chargor's ownership of the Charged Premises. Any breach of the said duties and obligations shall constitute a breach of covenant under the Charge.

(b) Without limiting the generality of the foregoing, the Chargor covenants and agrees that the Chargor will pay promptly when due any contributions to common expenses required of the Chargor as an owner of the Charged Premises and in the event of default in doing so the Chargee, at its option, may pay the same and the amount so paid shall be added to the debt secured by the Charge and shall be a charge on the Charged Premises and shall bear interest at the Charge Rate from the time of such payments and shall be payable forthwith by the Chargor to the Chargee whether or not any payment in default has priority to the Charge or any part of the monies secured thereby.

(c) The Chargor hereby irrevocably authorizes and empowers the Chargee to exercise the right of the Chargor as an owner of the Charged Premises to vote or to consent in all matters relating to the affairs of the Condominium Corporation provided that:

(i) the Chargee may at any time or from time to time give notice in writing to the Chargor and the said Condominium Corporation that the Chargee does not intend to exercise the said right to vote or consent and in that event until the Chargee revokes the said notice the Chargor may exercise the right to vote. Any such notice may be for an indeterminate period of time or for a limited period of time or for a specific meeting or matter;

(ii) the Chargee shall not by virtue of the assignment to the Chargee of the right to vote or consent be under any obligation to vote or consent or to protect the interests of the Chargor; and

(iii) the exercise of the right to vote or consent shall not constitute the Chargee a chargee in possession.

(d) The Chargor covenants and agrees to advise the Condominium Corporation to send all notices to the Chargee and to notify the Chargee of any breaches by the Condominium Corporation that come to the attention of the Chargor in order that the Chargee is kept fully informed.

42. **RECEIVERSHIP**

Notwithstanding anything contained in the Charge, it is declared and agreed that at any time and from time to time when there shall be default under the provisions of the Charge, the Chargee may, at such time and from time to time and with or without entry into possession of the Charged Premises, or any part thereof, by instrument in writing appoint any person, whether an officer or officers or an employee or employees of the Chargee or not, to be a receiver (which term as used herein includes a receiver manager and also includes the plural as well as the singular) of the Charged Premises, or any part thereof, and of the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any receiver and appoint another in such receiver's stead, and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor, but no such appointment shall be revocable by the Chargor. Upon the appointment of any such receiver from time to time the following provisions shall apply:

(a) Every such receiver shall have unlimited access to the Charged Premises as agent and attorney for the Chargor (which right of access shall not be revocable by the Chargor) and shall have full power and unlimited authority (which power and authority shall not be revocable by the Chargor) to:

(i) collect the rents and profits from tenancies whether created before or after these presents;

(ii) rent any portion of the Charged Premises which may be or become vacant on such terms and conditions as the receiver considers advisable and enter into and execute leases, accept surrenders and terminate leases;

(iii) complete the construction of any building or buildings or other erections or improvements on the Charged Premises left by the Chargor in an unfinished state or award the same to others to complete and purchase, repair and maintain any personal property including, without limitation, appliances and equipment, necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances) and property of every kind and description; and

(iv) manage, operate, repair, alter or extend the Charged Premises or any part thereof.

The Chargor undertakes to ratify and confirm whatever any such receiver may do in the Charged Premises.

(b) The Chargee may at its discretion vest the receiver with all or any of the rights and powers of the Chargee.

(c) The Chargee may fix the reasonable remuneration of the receiver who shall be entitled to deduct the same out of the revenue or the sale proceeds of the Charged Premises.

(d) Every such receiver shall be deemed to be the agent or attorney of the Chargor and, in no event, the agent of the Chargee and the Chargee shall not be responsible for the receiver's acts or omissions.

(e) The appointment of any such receiver by the Chargee shall not result in or create any liability or obligation on the part of the Chargee to the receiver or to the Chargor or to any other person and no appointment or removal of a receiver and no actions of a receiver shall constitute the Chargee a chargee in possession of the Charged Premises.

(f) No such receiver shall be liable to the Chargor to account for monies other than monies actually received by the receiver in respect of the Charged Premises, or any part thereof, and out of such monies so received every such receiver shall, in the following order, pay:

(i) the remuneration of the receiver aforesaid;

(ii) all costs and expenses of every nature and kind incurred by the receiver in connection with the exercise of the receiver's powers and authority hereby conferred;

(iii) interest, principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to the Charge, including taxes;

(iv) to the Chargee, all interest, principal and other monies due under the Charge to be paid in such order as the Chargee in its discretion shall determine;

(v) and thereafter, every such receiver shall be accountable to the Chargor for any surplus.

The remuneration and expenses of the receiver shall be paid by the Chargor on demand and shall be a charge on the Charged Premises and shall bear interest from the date of demand at the Charge Rate

(g) Save as to claims for accounting under clause (f) of this paragraph, the Chargor hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under the Chargor by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud.

(h) The Chargee may, at any time and from time to time, terminate any such receivership by notice in writing to the Chargor and to any such receiver.

(i) The statutory declaration of an officer of the Chargee as to default under the provisions of the Charge and as to the due appointment of the receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a receiver who is ostensibly exercising powers provided for in the Charge and such dealing shall be deemed, as regards such person, to be valid and effectual.

(j) The rights and powers conferred in and by the Charge in respect of the receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.

43. **COMPLIANCE WITH THE LAW**

The Chargor covenants and agrees at all times to promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders and regulations of every governmental authority and agency whether federal, provincial, municipal or otherwise, including, without limiting the generality of the foregoing, those dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, pollution of the environment, toxic materials or other environmental hazards, building construction, public health and safety, and all private covenants and restrictions affecting the Charged Premises or any portion thereof and the Chargor will from time to time, upon request of the Chargee, provide to the Chargee evidence of such observance and compliance, and will at its own expense make any and all improvements thereon or alterations to the Charged Premises structural or otherwise and will take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order or regulation.

44. **CHARGEE EXPENSES**

The Chargor agrees to pay the reasonable and necessary costs, charges and expenses of and incidental to the Charge, and to any and all other documents required in connection therewith, and of any amendment or renewal thereof, and of anything done in connection with the enforcement of the security granted thereby or the procuring of the payment of any monies payable under the Charge, including, without limiting the generality of the foregoing, all solicitors' fees, on a solicitor and client basis, costs and expenses of examination of title, and the obtaining of the opinion of counsel for the Chargee thereon and all costs and expenses valuing the Charged Premises in connection with the foregoing and of anything done in connection with defending the validity or priority of the Charge as against third parties. The Chargor further agrees that such amounts shall be paid forthwith upon demand and until paid shall bear interest at the Charge Rate and shall be a charge on the Charged Premises secured by the Charge prior to all claims thereon subsequent to the Charge.

45. **INTERPRETATION**

And it is hereby agreed and declared that the expression "the Chargor" used in these standard charge terms and the Charge shall include the heirs, executors, personal representatives, administrators, successors and assigns of each and every Chargor and the expression "the Chargee" shall include the successors and assigns of the Chargee and (if the Charge affects a Condominium) the expression "Condominium Corporation" shall mean the Condominium Corporation referred to in the description and the expression "Declaration" shall mean the declaration registered in connection with the Condominium Corporation, and the words in the singular include the plural, and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders where the context so requires, and that all covenants, liabilities, and obligations entered into or imposed under the Charge upon each Chargor shall be equally binding upon his, her, its or their respective heirs, personal representatives, executors, administrators,

successors, and assigns and that all such covenants, liabilities and obligations shall be joint and several, and that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargee shall be equally secured to and exercisable by its successors and assigns; and if the Chargor is comprised of more than one person, all covenants by the Chargor herein contained or implied are and are to be construed as both joint and several.

46. **PARAGRAPH HEADINGS**

The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

47. **DATE OF CHARGE**

The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

48. **EFFECT OF DELIVERY**

The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in a written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor, and any other party to the Charge, agrees not to raise in any proceedings by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

RECEIPT

The Chargor(s) hereby acknowledges receipt of a true copy of the Charge and the foregoing Standard Charge Terms before signing the Charge.

DATED the 12 day of June, 2009.

[Insert Name of Chargor(s)]

Thomas Weever

The Guarantor(s) hereby acknowledges receipt of a true copy of the Charge and the foregoing Standard Charge Terms before signing the Charge.

DATED the _____ day of _____ , _____ .

[Insert Name of Guarantor (s)]

_____

_____

_____

_____

This is **Exhibit "F"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

ASSIGNMENT OF INSURANCE

For valuable consideration (the receipt and sufficiency of which are hereby acknowledged), **REVSTONE INDUSTRIES BURLINGTON INC.** (the "**Grantor**") in accordance with the terms of a credit agreement dated as of June 12, 2009 (as it may be further amended, modified, replaced, revised, extended, renewed, restated and supplemented from time to time, the "**Credit Agreement**") among the Grantor, as borrower, and **ROYAL BANK OF CANADA**, as lender (the "**Lender**"), assigns and transfers to the Lender, the Grantor's interest as insured under the policies of insurance described in Schedule "A" attached hereto and under any and all policies issued in replacement of or in substitution of such policies or as renewals of such policies (collectively, the "**Policies**"). The Policies will stand as continuing collateral security for the present and future indebtedness of the Grantor to the Lender under the Credit Facilities (as defined in the Credit Agreement) (collectively, the "**Secured Obligations**");

The Grantor hereby:

1. Directs the insurer in the Policies to pay all monies, other than in respect of liability insurance, originally payable under the Policies to the Grantor to the Lender in accordance with this Assignment of Insurance at the Lender's address of 20 King St. West, 9th Floor, Toronto, Ontario, M5H 1C4. The Lender is authorized to give its receipts therefor which shall be binding upon the Grantor.

2. Agrees that the Lender may collect, realize or otherwise deal with such monies in any manner and at such time or times as may seem to it advisable and without notice to the Grantor. Any such monies received by the Grantor are received as trustee for the Lender and shall be forthwith paid over to the Lender in accordance with the Credit Agreement.

3. Agrees that monies received by the Lender may be applied on account of such parts of the Secured Obligations as the Lender deems best without prejudice to its claims upon the Grantor for any deficiency.

4. Agrees that the Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the relevant insurer, the Grantor and others, and with such monies and other securities as the Lender sees fit, without prejudice to the liability of the Grantor or the Lender's right to hold and realize this security.

5. Agrees that the Lender shall not be liable or accountable for any failure to collect such monies or any part thereof. The Lender shall not be bound to institute proceedings for the purpose of collecting such monies or any part thereof or for the purpose of preserving any rights of the Lender, the Grantor or any other person in respect of the same.

6. Agrees that the Lender may charge on its own behalf and also pay to others, reasonable sums for expenses incurred and for services rendered (expressly including legal fees and disbursements) in or in connection with collecting, realizing and/or obtaining payment of the monies hereby assigned or any part thereof and may add the amount of such sums to the Secured Obligations.

7. Agrees to deliver in writing to the Lender, from time to time, upon reasonable request by the Lender, all information relating to the Policies and all monies payable to the Grantor

thereunder. The Lender shall be entitled, from time to time, to inspect any books, papers, documents or records evidencing or relating to such Policies and make copies thereof and for such purpose, the Lender shall have reasonable access to all premises containing such books, papers, documents and records occupied by the Grantor.

8. Agrees, upon request by the Lender, to do all acts and things to give such receipts, deeds, transfers, discharges and/or other instruments which may be necessary to enable the Lender to obtain payment of the monies hereby assigned or any part thereof or which such insurer may be entitled to receive from the Grantor.

9. Upon receipt from the respective insurer of original copies of each of the Policies in Schedule "A" attached hereto, agrees to forthwith provide the Lender with a certified copy of each such Policy, together with a certified copy of each Policy issued in replacement of or in substitution for any Policy or Policies in Schedule "A" or as a renewal of any Policy or Policies in Schedule "A".

10. Agrees that this Assignment of Insurance shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

11. Agrees that this Assignment of Insurance may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which shall constitute one agreement. All counterparts shall be construed together and shall constitute one and the same agreement. This Assignment of Insurance, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has executed this Assignment of Insurance as of June 12, 2009.

REVSTONE INDUSTRIES BURLINGTON INC.
Per:

Thomas Weaver

Name: Thomas Weaver
Title: Treasurer

Per:

Ken Carpenter

Name: Ken Carpenter
Title: President

I/We have authority to bind the Corporation.

SCHEDULE "A"
TO AN ASSIGNMENT OF INSURANCE EXECUTED BY
REVSTONE INDUSTRIES BURLINGTON INC.
IN FAVOUR OF ROYAL BANK OF CANADA

Please refer to certificate of insurance attached.

ACORD EVIDENCE OF COMMERCIAL PROPERTY INSURANCE SC

DATE (MM/DD/YYYY): 06/18/2009

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER NAME, CONTACT PERSON AND ADDRESS

PHONE (A/C, No, Ext): 440-461-1101
FAX (A/C, No): 440-446-0192
E-MAIL ADDRESS:

Todd Associates, Inc.
23825 Commerce Park, Suite A
Beachwood OH 44122

CODE: SUB CODE:
AGENCY CUSTOMER ID #: REVST-3

COMPANY NAME AND ADDRESS | NAIC NO:

Royal/Sun Alliance
1240 E. Diexl Road, #500
Naperville IL 60563-8200

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

NAMED INSURED AND ADDRESS

Revstone Industries
Burlington Inc
3267 Mainway
Burlington, ON CN L7M 1A6

ADDITIONAL NAMED INSURED(S)

LOAN NUMBER | POLICY NUMBER: 9350043515

EFFECTIVE DATE: 06/19/09 | EXPIRATION DATE: 09/30/10 | CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (Use additional sheets if more space is required)

LOCATION/DESCRIPTION
001
3267 Mainway
Burlington, Ontario CN L7M 1A6

Aluminum die casting with machining and assembly

COVERAGE INFORMATION

CAUSE OF LOSS FORM: [ ] BASIC [ ] BROAD [X] SPECIAL [ ] OTHER

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 75000000 DED: 50000

	YES	NO			
BUSINESS INCOME / RENTAL VALUE	X		If YES, LIMIT:	X	Actual Loss Sustained # of months:
BLANKET COVERAGE	X		If YES, indicate amount of insurance on properties identified above: $		
TERRORISM COVERAGE			Attach signed Disclosure Notice / DEC		
IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY?		X	If YES, SUB LIMIT:		DED:
IS COVERAGE A STAND ALONE POLICY?		X	If YES, LIMIT:		DED:
DOES COVERAGE INCLUDE DOMESTIC TERRORISM?			If YES, SUB LIMIT:		DED:
)VERAGE FOR MOLD		X	If YES, LIMIT:		DED:
MOLD EXCLUSION (If "YES", specify organization's form used)	X				
REPLACEMENT COST	X				
AGREED AMOUNT					
COINSURANCE		X	If YES, %		
EQUIPMENT BREAKDOWN (If Applicable)	X		If YES, LIMIT: 75000000		DED: 50000
LAW AND ORDINANCE - Coverage for loss to undamaged portion of building	X		If YES, LIMIT:		DED:
- Demolition Costs	X		If YES, LIMIT: 5000000		DED:
- Incr. Cost of Construction	X		If YES, LIMIT: 5000000		DED:
EARTHQUAKE (If Applicable)	X		If YES, LIMIT: 75000000		DED: 100000
FLOOD (If Applicable)	X		If YES, LIMIT: 75000000		DED: 50000
WIND / HAIL (If Separate Policy)		X	If YES, LIMIT:		DED:
PERMISSION TO WAIVE SUBROGATION PRIOR TO LOSS	X				

REMARKS - Including Special Conditions (Use additional sheets if more space is required)

Royal Bank of Canada, its successors and/or assigns are included as Loss Payee as their interests may appear in inventory and equipment at any location and as Mortgagee at 3267 Mainway, Burlington, ON, Canada L7M 1A6. This document is a DRAFT and will be superseded after execution and review of an Assets Purchase Agreement and/or if the terms and conditions of current policy 93500435-15 be materially altered, amended or revised.

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

Royal Bank of Canada
Business Service Center
180 Wellington St. W.
Toronto, Ontario CN M5J 1J1

LENDER SERVICING AGENT NAME AND ADDRESS

[X] MORTGAGEE [X] Lender Loss Payable
[X] LOSS PAYEE

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 2003

ACORD™

EVIDENCE OF PROPERTY INSURANCE
PROPERTY SCHEDULE

OP ID SC

DATE (MM/DD/YY) 06/18/09

Revstone Industries REVST-3 PAGE 2

PROPERTY INFORMATION

LOCATION/DESCRIPTION 002

3230 Mainway
Burlington, Ontario CN L7M 1A5

Warehouse

PROPERTY INFORMATION

LOCATION/DESCRIPTION 003

920 Century Drive
Burlington, Ontario CN L7L 5P2

Tool & die designing and manufacturing

PROPERTY INFORMATION

LOCATION/DESCRIPTION 004

1670 Bishop Street
Cambridge, Ontario CN N1R 7J3

Machining and assembly services

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

ATTACH TO EVIDENCE OF PROPERTY APPLICATION

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SC REVST-3 | DATE (MM/DD/YYYY) 06/18/09

PRODUCER

Todd Associates, Inc.
23825 Commerce Park, Suite A
Beachwood OH 44122
Phone: 440-461-1101 Fax:440-446-0192

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Revstone Industries
Burlington Inc.
3267 Mainway
Burlington, ON CN L7M 1A6

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property & Casualty	01701
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	TO BE ASSIGNED	06/19/09	06/19/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	TO BE ASSIGNED	06/19/09	06/19/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ None	TO BE ASSIGNED	06/19/09	06/19/10	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TO BE ASSIGNED	06/19/09	06/19/10	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Royal Bank of Canada, its successors and/or assigns are included as Additional Insured as their interests may appear in the premises and operations of the Named Insured.

CERTIFICATE HOLDER

ROYATO1

Royal Bank of Canada
Business Service Center
180 Wellington St. W.
Toronto, Ontario CN M5J 1J1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

INSURER'S ACKNOWLEDGEMENT

The undersigned insurance company acknowledges notice of assignment of the above described insurance policy/policies to **ROYAL BANK OF CANADA** and confirms that it has received no notice of any other assignment or pledge.

DATED at _____ this ___ day of _____, 2009.

[INSERT INSURER'S NAME]
Per:

_____
Name:
Title:

_____
Name:
Title:

I/We have authority to bind the Corporation.

This is **Exhibit "G"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

EDC

DIRECTION TO PAY

Policy No. GE 1 32680, issued to Revstone Industries Burlington Inc (the "Insured") on _____ (the "Policy").

This Direction to Pay is given in connection with the Policy. Terms defined in the Policy shall have the same meaning when used in this Direction to Pay. This Direction to Pay must be completed by the Insured and forwarded to EDC and EDC will send duly acknowledged copies directly to the Beneficiary and the Insured.

WE HEREBY DIRECT THE INSURERS TO:

1) pay directly to:

Name of beneficiary	Royal Bank of Canada (the "Beneficiary")		
Address (Street, City, Province, Country and Postal Code)	9th Floor, 20 King St. West Toronto, Ontario		
Contact Name	Linda Vanderburgt		
Telephone	416-955-8083	**Fax**	416-974-8508

any monies which are now payable or which may become payable to the Insured pursuant to the Policy (including any recoveries payable to the Insured) as a result of a Loss sustained by the Insured with respect to the following buyer or buyers:

☒ all buyers other than those financed by EDC ☐ Canadian buyers only ☐ non-Canadian buyers only

☐ specific buyer _____, with offices located at _____
(Street, City, Province, Country and Postal Code)

2) provide the Beneficiary with all information and documents requested by the Beneficiary concerning the Policy which is also available to the Insured, including, but not limited to, information concerning the Insured's compliance with the terms and conditions of the Policy, declarations, all credit approvals issued for all buyers, overdue reports, losses and claims;

3) provide the Beneficiary with access to information and documentation concerning the Policy which is now or hereafter made available to financial institutions on designated EDC website pages; and

4) send directly to the Beneficiary copies of all correspondence: (i) generated by EDC's buyer Credit Approval System with respect to the Policy, and (ii) concerning defaults under, and termination of, the Policy, in each case which is sent by the Insurers to the Insured after the date that this Direction to Pay has been noted in the Insurers' records.

Insured Name	Revstone Industries Burlington Inc.		
Authorized signature	Thomas Weaver R Cavalier	**Date**	June 19 2009

This Direction to Pay may not be revoked by the Insured without the written consent of the Beneficiary. This Direction to Pay is not an assignment of the Policy and does not give the Beneficiary any rights to file a claim or sue under the Policy. This Direction to Pay has been noted in the Insurers' records on _____, 20_____.

EXPORT DEVELOPMENT CANADA, for the Insurers

_____

EDC

DIRECTION TO PAY

Policy No. GE 1 32680, issued to Revstone Industries Burlington Inc. (the "Insured") on _____ (the "Policy").

This Direction to Pay is given in connection with the Policy. Terms defined in the Policy shall have the same meaning when used in this Direction to Pay. This Direction to Pay must be completed by the Insured and forwarded to EDC and EDC will send duly acknowledged copies directly to the Beneficiary and the Insured.

WE HEREBY DIRECT THE INSURERS TO:

1) pay directly to:

Name of beneficiary	Royal Bank of Canada	(the "Beneficiary")
Address (Street, City, Province, Country and Postal Code)	9th Floor, 20 King St. West	
	Toronto, Ontario	
Contact Name	Linda Vanderburgt	
Telephone	4 1 6 - 9 5 5 - 1 8 0 8 3	**Fax** 4 1 6 - 9 7 4 - 8 5 0 8

any monies which are now payable or which may become payable to the Insured pursuant to the Policy (including any recoveries payable to the Insured) as a result of a Loss sustained by the Insured with respect to the following buyer or buyers:

☒ all buyers other than those financed by EDC ☐ Canadian buyers only ☐ non-Canadian buyers only

☐ specific buyer _____, with offices located at _____ (Street, City, Province, Country and Postal Code)

2) provide the Beneficiary with all information and documents requested by the Beneficiary concerning the Policy which is also available to the Insured, including, but not limited to, information concerning the Insured's compliance with the terms and conditions of the Policy, declarations, all credit approvals issued for all buyers, overdue reports, losses and claims;

3) provide the Beneficiary with access to information and documentation concerning the Policy which is now or hereafter made available to financial institutions on designated EDC website pages; and

4) send directly to the Beneficiary copies of all correspondence: (i) generated by EDC's buyer Credit Approval System with respect to the Policy, and (ii) concerning defaults under, and termination of, the Policy, in each case which is sent by the Insurers to the Insured after the date that this Direction to Pay has been noted in the Insurers' records.

Insured Name	Revstone Industries Burlington Inc.		
Authorized signature	Thomas Deaver	**Date**	June 19 2009

This Direction to Pay may not be revoked by the Insured without the written consent of the Beneficiary. This Direction to Pay is not an assignment of the Policy and does not give the Beneficiary any rights to file a claim or sue under the Policy. This Direction to Pay has been noted in the Insurers' records on June 19, 2009.

EXPORT DEVELOPMENT CANADA, for the Insurers

J Barnes

This is **Exhibit "H"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

Master Lease Agreement

(PPSA - S)

This lease agreement (the "Lease Agreement") made as of the 12th day of June 2009, between

ROYAL BANK OF CANADA ("Lessor") and **REVSTONE INDUSTRIES BURLINGTON INC.** ("Lessee")

Address:
320 Front Street West
11th Floor,
Toronto, Ontario
M5V 3B6

Address:
3267 Mainway Drive
Burlington, Ontario
L7M 1A6
Attention: Tom Weaver
Telephone: 905-335-2742
Facsimile: 905-847-3748

Lessor and Lessee agree as follows:

1. Leasing of Equipment

1.1 Lessor may, from time to time, at its option, on the request of Lessee, acquire equipment for leasing to the Lessee (**"Equipment"**), pursuant to the terms of this Lease Agreement and the relevant supplemental agreement (**"Leasing Schedule"**).

1.2 Neither the Lessor, nor the Lessee on behalf of Lessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor pursuant to this Lease Agreement.

1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment to be purchased pursuant to this Lease Agreement, addressed to Lessor. A Leasing Schedule for that Equipment shall be entered into before payment is made for the Equipment.

1.4 Lessee shall conduct such acceptance testing of any Equipment to be purchased pursuant to this Lease Agreement as may be appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to the Lessor.

1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.

1.6 Each Leasing Schedule shall constitute a separate Lease of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern.

1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.

2. Payment of Equipment Cost

2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment acquired pursuant to this Lease Agreement on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

3. Rental

3.1 Lessee shall pay to Lessor the rental payable, as set out in the Leasing Schedule. The first installment is payable on the Commencement Date of the Term and the last of such installments is payable on the Termination Date of Term, all as shown on the relevant Leasing Schedule.

4. Rent Payment

4.1 The Total Rental Installments shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

5. Ownership

5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in the Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule.

6. Personal Property

6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.

6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.

6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of the Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, the Lessee grants a security interest in any interest of the Lessee in the Equipment to the Lessor.

7. Licence

7.1 Lessee agrees that Lessor:

(a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;

(b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and

(c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

8. Exclusion of Warranties

8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended by Lessee.

8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.

8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.

8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against the supplier(s), and no such right shall affect the Lessor's obligations.

9. Maintenance and Use

9.1 Lessee will, at its own expense:

(a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and

(b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.

9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of the Lessor, and be free of all adverse claims.

10 Inspection

10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by the Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

11. **Insurance**

11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:

(a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This property damage insurance shall specifically state by its wording or by endorsement that it:
   i) includes Lessor (as owner) as an additional named insured,
   ii) includes a loss payable clause in favour of Lessor,
   iii) includes a waiver of subrogation clause in favour of Lessor;

(b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
   i) extends to cover the liabilities of the Lessee from the use or possession of the Equipment,
   ii) includes Lessor as an additional named insured, and
   iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.

11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

12. Taxes

12.1 Lessee shall pay punctually all sales taxes, licence fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor.

13. Adverse Claims

13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:
   a) gives Lessor notice of the adverse claim;
   b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
   c) contests the adverse claim with all due dispatch.

14. Laws and Regulations

14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

15. Alterations

15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Leasing Agreement and the relevant Leasing Schedule.

16. Loss of Equipment

16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of the Lessor, to a total loss of the Equipment through theft, damage, destruction, or even by superior force and (ii) any expropriation or other compulsory taking or use of the Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated by discounting the aggregate amount of all Rental Instalments, including the Purchase Option amount, if any, specified under the applicable Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of;
   i) five percent (5%);
   ii) the bond rate at the date, for the equivalent term to maturity, of the applicable Leasing Schedule; and
   iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America).

16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, an no further rental payment shall be payable thereafter with respect to that Equipment. All Federal and Provincial sales or transfer taxes, licence fees and similar assessments connected with the transfer of Lessor's right, title and interest to the Equipment to Lessee shall be paid by Lessee.

17.Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

(a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and

(b) intends to treat the lease of Equipment to the Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

18. Events of Default

18.1 Any of the following is an "Event of Default":

(a) Failure by Lessee to pay any Total Rental Installment or other amount pursuant to any Leasing Schedule.

(b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.

(c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.

(d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or

against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.

e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.

(f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.

(g) Failure of the Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of it's subsidiaries.

(h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

19. Lessor's Remedies on Default

19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located. Lessor may sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable. This includes, without limitation, the right in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, without terminating or being deemed to have terminated the relevant Leasing Schedule, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Lease. All of these rights are without prejudice to Lessor's other rights and recourses against Lessee, at law or in equity.

19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:

a) an amount calculated by discounting the aggregate amount of all Rental Instalments, including the Purchase Option amount, if any, specified under the applicable Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of;
   i) five percent (5%);
   ii) the bond rate at the date, for the equivalent term to maturity, of the applicable Leasing Schedule; and
   iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus.

b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus

c) the amount of any Total Rental Installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus

d) any cost of disposition of the Equipment; less

e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.

19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.

19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of the Lessor to be exercised by notice hereunder, immediately end and terminate and neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

21. Option to Purchase

21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.

21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.

21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.

21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.

21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon this Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.

21.6 Lessee shall bear the cost of any taxes, licence or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

22. Remedying Defaults

22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor incurring any such default shall be payable by Lessee on demand.

23. Indemnification

23.1 Lessee will indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which the Lessor may be or become liable, resulting from:

(a) the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;

(b) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;

(c) the moving, delivery, maintenance, repair, use, operation or possession of the Equipment by Lessee or the ownership thereof or other rights held therein by Lessor; or

(d) the failure of Lessee to comply with any of its obligations under the Lease Agreement or a Leasing Schedule;

unless caused by the act or neglect of Lessor, its servants or agents.

24. Assignment of Warranties

24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.

25. Patent Infringement

25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.

26. Overdue Payment

26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated

monthly whether before or after judgement, from the date it is due until paid.

27. Delivery at Termination

7.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.

27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession of or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.

28. Notice

28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered or sent by facsimile or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two business days after the due mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery or facsimile.

28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

29. Assignment and Sub-Letting

29.1 Lessee will not assign any Lease or sub-let any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-letting of any Equipment shall relieve the Lessee of its obligations hereunder nor shall any subletting be for a term which extends beyond the expiration of the term of the Lease Agreement.

30.Corporate Waiver

'0.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.

30.2 The Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish the Lessee's indebtedness under any such Lease or other collateral security.

31. Limitation of Civil Rights - Saskatchewan

31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease Agreement or any Leasing Schedule.

32. Successors and Assigns

32.1 The Lease Agreement and each Leasing Schedule shall enure to the benefit of, and be binding upon Lessor and Lessee, their successor and permitted assigns and the sub-lessees of Lessee. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

33. Location of Equipment

33.1 Lessee shall not part with possession of the Equipment.

33.2 Lessee declares that the Equipment will be located at the "Place of Use" in the relevant Leasing Schedule. If the location changes, Lessee will promptly give to Lessor notice of the new location not later than five (5) days after the change.

34. Records

34.1 Lessee shall maintain a record describing each item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.

35. Offset

35.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

36. Remedies Cumulative

36.1 All rights and remedies of Lessor hereunder are cumulative and not alternative and may be exercised by Lessor separately or together, in any order, sequence of combination.

37. Time

37.1 Time is and shall be in all respects of the essence of any Lease.

38. Entire Transaction

38.1 This Lease Agreement and Leasing Schedules represent the entire transaction between the parties hereto relating to the subject matter.

38.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.

39. No Merger in Judgment

39.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.

40. Further Assurances/Copy of Agreement

40.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.

40.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

41. Proper Law

41.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the laws of the Province of Ontario.

42. Currency

42.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing Schedule.

43. Language

43.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.
Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.

44.General

44.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.

44.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

45. Facsimile Language

45.1 The Lessor will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted to the Lessor by facsimile, and will produce them to the Lessor upon request. Lessor and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

46. Financial Information

46.1 Lessee will provide to the Lessor from time to time such information about Lessee and Lessee's business as the Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

In witness whereof the parties hereto have executed this Lease Agreement on the 12th day of June, 2009 over the hands of their proper signing officers duly authorized in that behalf:

ROYAL BANK OF CANADA

Per_____
Lynda Vanderburgt
Senior Manager, Retail Loans

Per_____

REVSTONE INDUSTRIES BURLINGTON INC.

Per_____
Thomas Weaver, Treasurer

Per_____
Ken Carpenter
President

Revised 12/05

TOR_LAW\ 7143578\3

This is **Exhibit "I"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

SUMMARY OF PPSA AND UCC SEARCHES

Ontario

1. **Name of Debtor:** **Revstone Industries Burlington Inc.**
   File Currency Date: December 15, 2011

	SECURED PARTY	REFERENCE FILE NUMBER/ REGISTRATION NUMBER/ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
1.	Ryder Truck Rental Canada Ltd.	633377682/ 20070309 1950 1531 7915/ 8 years	Equipment, Motor Vehicle/ Motor Vehicle Description 2007 Manac Dry Trailer VIN 2M592161071115332	**20091118 1946 1531 6710** Amend debtor's name from Burlington Technologies Inc. to Revstone Industries Burlington Inc./DBA Burlington Technologies Industries.
2.	Ryder Truck Rental Canada Ltd.	633377475/ 20070309 1950 1531 7894/ 7 years	Equipment, Motor Vehicle/ Motor Vehicle Description 2007 Freightliner CL 120 64 ST VIN 1FUJA6CK27LZ24409	**20091118 1946 1531 6709** Amend debtor's name from Burlington Technologies Inc. to Revstone Industries Burlington Inc./DBA Burlington Technologies Industries.
3.	Ryder Truck Rental Canada Ltd.	634352787/ 20070416 1048 1529 2365/ 8 years	Equipment, Motor Vehicle Motor Vehicle Description 2007 Manac 53' Reefer Trailer VIN 2M592161971115331	**20091118 1946 1531 6711** Amend debtor's name from Burlington Technologies Inc. to Revstone Industries Burlington Inc./DBA Burlington Technologies Industries.
4.	Export Development Canada	646120314/ 20080616 1539 1862 3276/ 7 years	Inventory, Equipment, Accounts, Other General Collateral Description The partial transfer of secured party's security interest in all assets sold by Burlington Technologies Inc. to Revstone Industries Burlington Inc. pursuant to an Agreement of Purchase and Sale dated May 28, 2009.	**20090622 1050 8075 2293** Burlington Technologies Inc. shown as an additional Debtor. Prescription of Partial Transfer added to general collateral description
5.	Export Development Canada	654053175/ 20090609 1031 8075 2272/ 5 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	
6.	Royal Bank of Canada, as agent	654052734/ 20090609 1005 1862 8600/ 7 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	**20101117 1033 1862 6118** Assignment from Royal Bank of Canada to Royal Bank of Canada, as agent
7.	Royal Bank of Canada 80956-16207	654363738/ 20090622 1311 6005 3609/ 10 years	Equipment, Accounts, Other	

	SECURED PARTY	REFERENCE FILE NUMBER/ REGISTRATION NUMBER/ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
8.	Ferro Technique Limited	656965485/ 20091015 1124 9097 0603/ 1 year	Equipment General Collateral Description Chiron DZ18.2 KWM, Serial Number 272-08 including accessories listed on Agreement 2009-10-12-01	**20101014 1438 9097 0698** 1 year renewal **20111013 0940 9097 0878** 1 year renewal
9.	Deutsche Bank	658146006/ 20091211 1046 1901 1226/ 5 years	Accounts General Collateral Description This financing statement covers the following types or items of property, in each case whether now owned or hereafter acquired and whether now existing or hereafter arising and regardless of where located? (A) Each "account", as defined in section 9-102 of the New York Uniform Commercial Code as in effect on the date of the DB-Ebills Agreement and the DB-Ebills DB-Supplier Finance – Special terms and conditions referred to below (including, but not limited to, each "discounted claim") now or hereafter owed by Bendix Commercial Vehicle Systems LLC (and its successors and assigns) which from time to time is sold and assigned or purported to be sold and assigned by debtor to secured party in accordance with the framework agreement relating to the supplier financing services for the discounting of claims constituted by the DB-Ebills Agreement and the DB-Ebills DB-Supplier Finance – Special terms and conditions, each dated as of August 18, 2009, as the same may from time to time be amended, supplemented or otherwise modified, between debtor and secured party, and any security, guaranty or other supporting obligation in respect thereof and any instrument, chattel paper or other evidence thereof? and (b) all proceeds (including, but not limited to, all "proceeds" as defined in the New York Uniform Commercial Code as in effect on the date of such	**20100324 1428 1902 7985** Amendment To change collateral description

	SECURED PARTY	REFERENCE FILE NUMBER/ REGISTRATION NUMBER/ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
			DB-Ebills Agreement and DB-Ebills DB-Supplier Finance – Special terms and conditions), products, rents, issues and profits of, and all distributions and payments in respect of, any of the foregoing property.	
10.	Indcom Leasing Inc.	658322955/ 20091221 1204 2203 4593/ 3 years	Equipment, Other **General Collateral Description** OCE Plotware 300 Digital Print Systems with all accessories and attachments	Note: Burlington Technologies and Burlington Technologies Industries shown as additional Debtors
11.	DSM Leasing Ltd.	662259366/ 20100617 1703 1462 5361/ 4 years	Inventory, Equipment, Accounts, Other	Note: Burlington Technologies Industries shown as an additional Debtor
12.	General Motors LLC Ford Motor Company TRW Odyssey Inc. Bendix Commercial Vehicle Systems LLC	666388044/ 20101206 1656 1862 7515/ 3 years	Inventory, Equipment, Accounts, Other, Motor Vehicle	
13.	CBSC Capital Inc.	670739175/ 20110616 1450 1530 7498/ 5 years	Equipment, Other	
14.	CBSC Capital Inc.	670860207/ 20110621 1950 1531 5580/ 5 years	Equipment, Other	

RUN NUMBER : 350
RUN DATE : 2011/12/16
ID : 20111216101742.56

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(3625)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.

FILE CURRENCY : 15DEC 2011

ENQUIRY NUMBER 20111216101742.56 CONTAINS 73 PAGE(S), 14 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

GOWLINGS
BOX 104
PGP
TORONTO ON M5X 1G5

CONTINUED... 2

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crfj2 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	670860207									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		REGISTRATION PERIOD	
01		01		001		20110621 1950 1531 5580	P	PPSA	5	

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC.					ONTARIO CORPORATION NO.	
04		ADDRESS	3267 MAINWAY STREET			BURLINGTON		ON	L7M 1A6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME						ONTARIO CORPORATION NO.	
07		ADDRESS							

08	SECURED PARTY / LIEN CLAIMANT	CBSC CAPITAL INC.					
09		ADDRESS	100-1235 NORTH SERVICE RD W		OAKVILLE	ON	L6M 2W2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10			X		X				X

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT	D+H LIMITED PARTNERSHIP				
17		ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	670739175									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		01		001		20110616 1450 1530 7498	P PPSA	5		
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR									
03	NAME	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC.							
04		ADDRESS	1670 BISHOP STREET NORTH			CAMBRIDGE		ONTARIO CORPORATION NO.	ON	N1R 7J3
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR									
06	NAME	BUSINESS NAME								
07		ADDRESS						ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT		CBSC CAPITAL INC.							
09		ADDRESS	100-1235 NORTH SERVICE RD W			OAKVILLE			ON	L6M 2W2

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X		X					X

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL									
14	COLLATERAL									
15	DESCRIPTION									
16	REGISTERING AGENT		D+H LIMITED PARTNERSHIP							
17		ADDRESS	SUITE 200, 4126 NORLAND AVENUE			BURNABY			BC	V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fr 11/2009)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
666388044

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		006		20101206 1656 1862 7515	P PPSA	3

02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03	NAME	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC.					
04		ADDRESS	3267 MAINWAY ROAD		BURLINGTON	ONTARIO	CORPORATION NO. ON	L7M 1A6
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
06	NAME	BUSINESS NAME						
07		ADDRESS					ONTARIO CORPORATION NO.	
08	SECURED PARTY / LIEN CLAIMANT		GENERAL MOTORS LLC					
09		ADDRESS	30009 VAN DYKE ROAD, P.O. BOX 9025 MAIL		WARREN		MI	48090-9025

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT		MILLER, CANFIELD, PADDOCK AND STONE, LLP				
17		ADDRESS	443 OUELLETTE AVENUE, SUITE 300	WINDSOR		ON	N9A 6R4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(cjlfr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 666388044

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		006		20101206 1656 1862 7515		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS	CODE 480-206-136		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT				
17		ADDRESS			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 666388044

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		006		20101206 1656 1862 7515		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.

08	SECURED PARTY / LIEN CLAIMANT	FORD MOTOR COMPANY			
09		ADDRESS	20100 ROTUNDA DRIVE 3A033 MAIL CODE MD	DEARBORN	MI 48124

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 666388044

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		004		006		20101206 1656 1862 7515		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS 3042

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 666388044

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		005		006		20101206 1656 1862 7515		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.

08	SECURED PARTY / LIEN CLAIMANT	TRW ODYSSEY INC.				
09		ADDRESS	12001 TECH CENTER DRIVE	LIVONIA	MI	41850

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

		YEAR MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT
17	ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fr 11/2009)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 666388044

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		006		006		20101206 1656 1862 7515		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT	BENDIX COMMERCIAL VEHICLE SYSTEMS LLC			
09		ADDRESS	901 CLEVELAND STREET	ELYRIA	OH 44035

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crjtfi 11/2009)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 662259366								
01	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
		01		002		20100617 1703 1462 5361	P PPSA	4	
02	DEBTOR	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		
03	NAME	BUSINESS NAME	REVST - INDUSTRIES BURLINGTON INC.						
04		ADDRESS	3267 MAINWAY			BURLINGTON	ONTARIO CORPORATION NO. 001722786 ON	L7M1A6	
05	DEBTOR	DATE OF BIRTH		FIRST GIVEN NAME		INITIAL	SURNAME		
06	NAME	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC.						
07		ADDRESS	1670 BISHOP STREET N			CAMBRIDGE	ONTARIO CORPORATION NO. 001722786 ON	N1R7J3	
08	SECURED PARTY / LIEN CLAIMANT		DSM LEASING LTD.						
09		ADDRESS	1300 BAY STREET, SUITE 400			TORONTO	ON	M5R3K8	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OP	NO FIXED MATURITY DATE
10		X	X	X	X					

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT	DSM LEASING LTD.			
17	ADDRESS	1300 BAY STREET, SUITE 400	TORONTO	ON	M5P3K8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fr 11/2008)

Ontario

RUN NUMBER : 350
RUN DATE : 2011/12/16
ID : 20111216101742.56

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 11
(3635)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 662259366

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		002		20100617 1703 1462 5361	P PPSA	4

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	BURLINGTON TECHNOLOGIES INDUSTRIES					
04		ADDRESS	1670 BISHOP STREET N			CAMBRIDGE	ONTARIO CORPORATION NO. ON	N1R7J3
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	BURLINGTON TECHNOLOGIES INDUSTRIES					
07		ADDRESS	3267 MAINWAY			BURLINGTON	ONTARIO CORPORATION NO. ON	L7M1A6
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT	DSM LEASING LTD.				
17	ADDRESS	1300 BAY STREET, SUITE 400	TORONTO	ON	M5R3K8	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	658322955

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20091221 1204 2203 4593	P PPSA	03

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			ONTARIO CORPORATION NO.	
02	DEBTOR								
03	NAME	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC.						
04		ADDRESS	3267 MAINWAY			BURLINGTON	ON		L7M 1A6
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC.						
07		ADDRESS	920 CENTURY DRIVE			BURLINGTON	ON		L7L 5P2
08	SECURED PARTY / LIEN CLAIMANT		INDCOM LEASING INC.						
09		ADDRESS	5061 URE STREET			OLDCASTLE	ON		N0R 1L0

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY	DATE
10			X		X					

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL	OCE PLOTWAVE 300 DIGITAL PRINT SYSTEM WITH ALL ACCESSORIES AND
14	COLLATERAL	ATTACHMENTS
15	DESCRIPTION	

16	REGISTERING AGENT	
17	ADDRESS	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 658322955

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20091221 1204 2203 4593		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME	BURLINGTON TECHNOLOGIES			
04		ADDRESS	3267 MAINWAY	BURLINGTON	ONTARIO CORPORATION NO. ON	L7M 1A6
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME	BURLINGTON TECHNOLOGIES			
07		ADDRESS	920 CENTURY DRIVE	BURLINGTON	ONTARIO CORPORATION NO. ON	L7L 5P2
08	SECURED PARTY / LIEN CLAIMANT					
09		ADDRESS				

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 658322955

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20091221 1204 2203 4593		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	BURLINGTON TECHNOLOGIES INDUSTRIES		
04		ADDRESS	3267 MAINWAY	BURLINGTON	ONTARIO CORPORATION NO. ON L7M 1A6
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME	BURLINGTON TECHNOLOGIES INDUSTRIES		
07		ADDRESS	920 CENTURY DRIVE	BURLINGTON	ONTARIO CORPORATION NO. ON L7L 5P2
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj1fi 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
00	658146006								
01			001		17		20091211 1046 1901 1226	P PPSA	05

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC.						
04		ADDRESS	3267 MAINWAY			BURLINGTON		ONTARIO CORPORATION NO. ON	L7M 1A6
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
06	NAME	BUSINESS NAME							
07		ADDRESS						ONTARIO CORPORATION NO.	
08	SECURED PARTY / LIEN CLAIMANT		DEUTSCHE BANK						
09		ADDRESS	60 WALL STREET 25TH FLOOR			NEW YORK		NY	10005

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10				X				

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL	THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF
14	COLLATERAL	PROPERTY, IN EACH CASE WHETHER NOW OWNED OR HEREAFTER ACQUIRED AND
15	DESCRIPTION	WHETHER NOW EXISTING OR HEREAFTER ARISING AND REGARDLESS OF WHERE

16	REGISTERING AGENT		-VS SYSTEMS INC.				
17		ADDRESS	17A 100 KAL LAKE RD.		VERNON	BC	V1T 9G1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	658146006							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		17		20091211 1046 1901 1226		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION: LOCATED? (A) ANY AND ALL PRESENT AND FUTURE INDEBTEDNESS OWED OR PURPORTED TO BE OWED TO DEBTOR BY REVSTONE INDUSTRIES BURLINGTON INC. (THE "CLIENT") UNDER OR IN CONNECTION WITH EACH CONTRACT (EACH, A

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 658146006

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		17		20091211 1046 1901 1226		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		
04		ADDRESS		ONTARIO CORPORATION NO.
05	DEBTOR			
06	NAME	BUSINESS NAME		
07		ADDRESS		ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

"TRANSACTION CONTRACT") BETWEEN DEBTOR AND THE CLIENT PURSUANT TO WHICH THE CLIENT PURCHASES GOODS OR OBTAINS SERVICES FROM DEBTOR (INCLUDING BUT NOT LIMITED TO ANY SALES TAXES OR VALUE-ADDED TAXES IN

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	658146006							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		004		17		20091211 1046 1901 1226		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				
04		ADDRESS				ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				
07		ADDRESS				ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT					
09		ADDRESS				

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
RESPECT OF ANY AMOUNTS SO OWED) (COLLECTIVELY, "CLAIMS"), INCLUDING BUT NOT LIMITED TO EACH CLAIM (EACH, A "DISCOUNTED CLAIM") WHICH IS SOLD AND ASSIGNED OR PURPORTED TO BE SOLD AND ASSIGNED TO SECURED

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 658146006

CAUTION FILING | PAGE NO. | OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
01 005 17 20091211 1046 1901 1226

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
02 DEBTOR
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
PARTY IN ACCORDANCE WITH THE FRAMEWORK AGREEMENT RELATING TO THE SUPPLIER FINANCING SERVICES FOR THE DISCOUNTING OF CLAIMS CONSTITUTED BY THE DB-EBILLS AGREEMENT AND THE DB EBILLS DB-SUPPLIER FINANCE --

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETES MOBILIÈRES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER						
00	658146006						
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		006	17		20091211 1046 1901 1226		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		
04		ADDRESS		ONTARIO CORPORATION NO.
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		
07		ADDRESS		ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	SPECIAL TERMS AND CONDITIONS, EACH DATED AS OF AUGUST 18 2009,
14	COLLATERAL	BETWEEN DEBTOR AND SECURED PARTY? (B) WITH RESPECT TO EACH DISCOUNTED
15	DESCRIPTION	CLAIM, ALL ANCILLARY CLAIMS, RIGHTS AND COLLATERAL (PRESENT AND

16	REGISTERING AGENT	
17		ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 656146006

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		007		17		20091211 1046 1901 1226		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY	DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

FUTURE) RELATING TO A DISCOUNTED CLAIM (COLLECTIVELY, THE "RELATED COLLATERAL"), INCLUDING, WITHOUT LIMITATION, (I) ANY AND ALL RIGHTS UNDER ANY LETTER OF CREDIT ISSUED IN FAVOR OF DEBTOR TO ASSURE

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj1fr 11/2009)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	658146006

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		008		17		20091211 1046 1901 1226		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
PAYMENT OF THE CLAIM? (II) ALL OTHER PAYMENT CLAIMS AGAINST THE CLIENT ARISING FROM, AND IN CONNECTION WITH, SUCH DISCOUNTED CLAIM AND THE RELATED TRANSACTION CONTRACT INCLUDING INDEMNITY CLAIMS,

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 658146006

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		009		17		20091211 1046 1901 1226		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
CLAIMS FOR NON-PERFORMANCE OR DEFAULT INTEREST, RESTITUTION CLAIMS AND CLAIMS FOR THE PROVISION OF COLLATERAL. (III) ANY OWNERSHIP INTEREST OR SECURITY INTEREST (WHICH INCLUDES ALL RETENTION OF TITLE

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PEVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 658146006

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		010		17		20091211 1046 1901 1226		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL	RIGHTS OF DEBTOR TO OR ANY OTHER RIGHT IN REM WITH RESPECT TO GOODS
14	COLLATERAL	SOLD UNDER THE RELATED TRANSACTION CONTRACT, AND ANY AGREEMENT OR
15	DESCRIPTION	ARRANGEMENT GRANTING, OR HAVING THE EFFECT OF GRANTING, A SECURITY

16	REGISTERING AGENT	
17		ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 658146006

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		011		17		20091211 1046 1901 1226		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL INTEREST) IN FAVOUR OF DEBTOR WHICH SECURES THE PAYMENT OF SUCH
14 COLLATERAL DISCOUNTED CLAIM? (IV) ALL POSSESSORY AND OTHER RIGHTS OF DEBTOR IN
15 DESCRIPTION RESPECT OF SUCH DISCOUNTED CLAIM OR THE GOODS WHOSE SALE OR

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
658146006

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		012		17		20091211 1046 1901 1226		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				
04		ADDRESS				ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				
07		ADDRESS				ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

DISPOSITION GAVE RISE TO SUCH DISCOUNTED CLAIM AND ALL RIGHTS, BENEFITS AND ENTITLEMENTS OF DEBTOR UNDER THE RELATED TRANSACTION CONTRACT OR IN RESPECT OF SUCH DISCOUNTED CLAIM, INCLUDING, BUT NOT

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 658146006

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		013		17		20091211 1046 1901 1226		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL	LIMITED TO, TO THE EXTENT APPLICABLE, (A) THE OWNERSHIP OF SUCH
14	COLLATERAL	GOODS, (B) ANY CLAIM DEBTOR ACQUIRES FROM THE CLIENT OBLIGATED ON
15	DESCRIPTION	SUCH DISCOUNTED CLAIM PURSUANT TO THE PROVISIONS GOVERNING ANY FORM

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 658146006

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		014		17		20091211 1046 1901 1226		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			
04		ADDRESS			ONTARIO CORPORATION NO.
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT				
09		ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
OF RETENTION OF TITLE SUBSISTING BETWEEN SUCH CLIENT AND DEBTOR, (C) ALL RECLAMATION RIGHTS OF DEBTOR IN RESPECT OF THE GOODS UNDERLYING SUCH DISCOUNTED CLAIM, (D) ALL RIGHTS IN ANY RETURNED GOODS

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 2

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fr 11/2009)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 658146006

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		015		17		20091211 1046 1901 1226		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				
04		ADDRESS				ONTARIO CORPORATION NO.
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				
07		ADDRESS				ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT					
09		ADDRESS				

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL	UNDERLYING A DISCOUNTED CLAIM AND (E) ALL RIGHTS OF AN UNPAID SELLER
14	COLLATERAL	UNDER THE NEW YORK UNIFORM COMMERCIAL CODE OR THE UNITED STATES
15	DESCRIPTION	BANKRUPTCY CODE IN RESPECT OF SUCH DISCOUNTED CLAIM? AND (V) ALL

16	REGISTERING AGENT	
17		ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fr 11/2009)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
658146006

01 CAUTION FILING | PAGE NO. | OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD

016 | 17 | 20091211 1046 1901 1226

02 DEBTOR
03 NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | BUSINESS NAME

04 ADDRESS | ONTARIO CORPORATION NO.

05 DEBTOR
06 NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | BUSINESS NAME

07 ADDRESS | ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

10 CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE

11 MOTOR
12 VEHICLE — YEAR | MAKE | MODEL | V.I.N.

13 GENERAL
14 COLLATERAL
15 DESCRIPTION — RECORDS RELATED TO A DISCOUNTED CLAIM AND/OR THE RELATED COLLATERAL? AND (C) ALL PROCEEDS (INCLUDING, BUT NOT LIMITED TO, ALL "PROCEEDS" AS DEFINED IN THE NEW YORK UNIFORM COMMERCIAL CODE AS NOW IN EFFECT),

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 31

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
658146006

01 CAUTION FILING | PAGE NO. OF TOTAL PAGES 017 17 | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER 20091211 1046 1901 1226 | REGISTERED UNDER | REGISTRATION PERIOD

02 DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 BUSINESS NAME

04 ADDRESS | ONTARIO CORPORATION NO.

05 DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
06 BUSINESS NAME

07 ADDRESS | ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

10 CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE

11 MOTOR VEHICLE | YEAR | MAKE | MODEL | V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION
14 PRODUCTS, RENTS, ISSUES AND PROFITS OF, AND ALL DISTRIBUTIONS AND
15 PAYMENTS IN RESPECT OF, ANY OF THE FOREGOING PROPERTY.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 32

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. | OF TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER
01 | 001 | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED: FILE NUMBER 658146006

22 PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED A AMENDMENT | RENEWAL YEARS | CORRECT PERIOD

23 REFERENCE DEBTOR/TRANSFEROR: FIRST GIVEN NAME | INITIAL | SURNAME
24 BUSINESS NAME: REVSTONE INDUSTRIES BURLINGTON INC.

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION: GENERAL COLLATERAL CHANGE FROM THIS FINANCING STATEMENT COVERS THE
28 FOLLOWING TYPES OR ITEMS OF PROPERTY, IN EACH CASE WHETHER NOW OWNED
OR HEREAFTER ACQUIRED AND WHETHER NOW EXISTING OR HEREAFTER ARISING

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE: BUSINESS NAME
06
04/07 ADDRESS | ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION: THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF
PROPERTY, IN EACH CASE WHETHER NOW OWNED OR HEREAFTER ACQUIRED AND
16 WHETHER NOW EXISTING OR HEREAFTER ARISING AND REGARDLESS OF WHERE

REGISTERING AGENT OF: AVS SYSTEMS INC.
17 SECURED PARTY/LIEN CLAIMANT: ADDRESS 17A - 100 KAL LAKE ROAD | VERNON | BC | V1T 9G1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 33

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2009)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. | OF TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER
01 | 002 | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED FILE NUMBER 658146006

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD
22

23 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
24 DEBTOR/ TRANSFEROR BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION AND REGARDLESS OF WHERE LOCATED? (A) ANY AND ALL PRESENT AND FUTURE
28 INDEBTEDNESS OWED OR PURPORTED TO BE OWED TO DEBTOR BY REVSTONE
02/ INDUSTRIES BURLINGTON INC. (THE "CLIENT") UNDER OR IN CONNECTION
05 DEBTOR/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03/ TRANSFEREE BUSINESS NAME
06
04/07 ADDRESS ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL LOCATED? (A) EACH "ACCOUNT", AS DEFINED IN SECTION 9-102 OF THE NEW
14 COLLATERAL YORK UNIFORM COMMERCIAL CODE AS IN EFFECT ON THE DATE OF THE
15 DESCRIPTION DB-EBILLS AGREEMENT AND THE DB-EBILLS DB-SUPPLIER FINANCE -- SPECIAL
16 REGISTERING AGENT OF
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 34

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2009)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER
01 | 003 | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED FILE NUMBER 658146006

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD
22

23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME | FIRST GIVEN NAME | INITIAL | SURNAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION WITH EACH CONTRACT (EACH, A "TRANSACTION CONTRACT") BETWEEN DEBTOR
28 AND THE CLIENT PURSUANT TO WHICH THE CLIENT PURCHASES GOODS OR
OBTAINS SERVICES FROM DEBTOR (INCLUDING BUT NOT LIMITED TO ANY SALES
02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06
04/07 ADDRESS | ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION TERMS AND CONDITIONS REFERRED TO BELOW (INCLUDING, BUT NOT LIMITED TO, EACH "DISCOUNTED CLAIM") NOW OR HEREAFTER OWED BY BENDIX COMMERCIAL VEHICLE SYSTEMS LLC (AND ITS SUCCESSORS AND ASSIGNS) WHICH
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 35

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		004		25		20100324 1428 1902 7985	

21 RECORD REFERENCED — FILE NUMBER 658146006

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22					

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			

24 DEBTOR/ TRANSFEROR — BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION — TAXES OR VALUE ADDED TAXES IN RESPECT OF ANY AMOUNTS SO OWED)
28 (COLLECTIVELY, "CLAIMS"), INCLUDING BUT NOT LIMITED TO EACH CLAIM
(EACH, A "DISCOUNTED CLAIM") WHICH IS SOLD AND ASSIGNED OR PURPORTED

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05 DEBTOR/				
03/ TRANSFEREE	BUSINESS NAME			
06				

04/07 ADDRESS — ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL COLLATERAL DESCRIPTION — FROM TIME TO TIME IS SOLD AND ASSIGNED OR PURPORTED TO BE SOLD AND ASSIGNED BY DEBTOR TO SECURED PARTY IN ACCORDANCE WITH THE FRAMEWORK AGREEMENT RELATING TO THE SUPPLIER FINANCING SERVICES FOR THE

16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 36

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj2fr 11/2009)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. | OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER
01 | 005 | | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED FILE NUMBER 658146006

22 PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME | INITIAL | SURNAME
24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/ DESCRIPTION: TO BE SOLD AND ASSIGNED TO SECURED PARTY IN ACCORDANCE WITH THE
27 FRAMEWORK AGREEMENT RELATING TO THE SUPPLIER FINANCING SERVICES FOR
28 THE DISCOUNTING OF CLAIMS CONSTITUTED BY THE DB-EBILLS AGREEMENT AND
02/ DATE OF BIRTH
05 DEBTOR/ TRANSFEREE — FIRST GIVEN NAME | INITIAL | SURNAME
03/ BUSINESS NAME
06
04/07 ADDRESS — ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR VEHICLE
12
13 GENERAL COLLATERAL DESCRIPTION: DISCOUNTING OF CLAIMS CONSTITUTED BY THE DB-EBILLS AGREEMENT AND THE
14 DB-EBILLS DB-SUPPLIER FINANCE -- SPECIAL TERMS AND CONDITIONS, EACH
15 DATED AS OF AUGUST 18 2009, AS THE SAME MAY FROM TIME TO TIME BE
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 37

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2009)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. | OF TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER
01 | 006 | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED FILE NUMBER 658146006

22 PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME | INITIAL | SURNAME
24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION THE DB-EBILLS DB-SUPPLIER FINANCE -- SPECIAL TERMS AND CONDITIONS,
28 EACH DATED AS OF AUGUST 18 2009, BETWEEN DEBTOR AND SECURED PARTY?
02/ (B) WITH RESPECT TO EACH DISCOUNTED CLAIM, ALL ANCILLARY CLAIMS,
05 DEBTOR/ — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03/ TRANSFEREE BUSINESS NAME
06
04/07 ADDRESS — ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED, BETWEEN DEBTOR AND
15 DESCRIPTION SECURED PARTY, AND ANY SECURITY, GUARANTY OR OTHER SUPPORTING
16 OBLIGATION IN RESPECT THEREOF AND ANY INSTRUMENT, CHATTEL PAPER OR
17 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 38

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(ci2f 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. | OF TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 | 007 | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED FILE NUMBER 658146006

22 PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME | INITIAL | SURNAME

24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/ DESCRIPTION RIGHTS AND COLLATERAL (PRESENT AND FUTURE) RELATING TO A DISCOUNTED
27 CLAIM (COLLECTIVELY, THE "RELATED COLLATERAL"), INCLUDING, WITHOUT
28 LIMITATION, (I) ANY AND ALL RIGHTS UNDER ANY LETTER OF CREDIT ISSUED

02/ DATE OF BIRTH — FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06

04/07 ADDRESS — ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION OTHER EVIDENCE THEREOF? AND (B) ALL PROCEEDS (INCLUDING, BUT NOT
LIMITED TO, ALL "PROCEEDS" AS DEFINED IN THE NEW YORK UNIFORM
COMMERCIAL CODE AS IN EFFECT ON THE DATE OF SUCH DR-EBILLS AGREEMENT
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 39

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES
(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. | OF TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 | 008 | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED: FILE NUMBER 658146006

22 PAGE AMENDED: NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

23 REFERENCE
24 DEBTOR/ TRANSFEROR: BUSINESS NAME | FIRST GIVEN NAME | INITIAL | SURNAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION: IN FAVOR OF DEBTOR TO ASSURE PAYMENT OF THE CLAIM? (II) ALL OTHER
28 PAYMENT CLAIMS AGAINST THE CLIENT ARISING FROM, AND IN CONNECTION
02/ WITH, SUCH DISCOUNTED CLAIM AND THE RELATED TRANSACTION CONTRACT
05 DEBTOR/
03/ TRANSFEREE: BUSINESS NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
06
04/07 ADDRESS | ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION: AND DB-EBILLS DB-SUPPLIER FINANCE -- SPECIAL TERMS AND CONDITIONS),
PRODUCTS, RENTS, ISSUES AND PROFITS OF, AND ALL DISTRIBUTIONS AND
16 PAYMENTS IN RESPECT OF, ANY OF THE FOREGOING PROPERTY.
REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT: ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 40

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETES MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER
01 | 009 | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED FILE NUMBER 658146006

22 PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME | INITIAL | SURNAME
24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/ DESCRIPTION INCLUDING INDEMNITY CLAIMS, CLAIMS FOR NON-PERFORMANCE OR DEFAULT
27 INTEREST, RESTITUTION CLAIMS AND CLAIMS FOR THE PROVISION OF
28 COLLATERAL (III) ANY OWNERSHIP INTEREST OR SECURITY INTEREST (WHICH
02/ DATE OF BIRTH
05 DEBTOR/ TRANSFEREE — FIRST GIVEN NAME | INITIAL | SURNAME
03/ BUSINESS NAME
06
04/07 ADDRESS — ONTARIO CORPORATION NO.

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR VEHICLE
12
13 GENERAL COLLATERAL DESCRIPTION
14
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT — ADDRESS
17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 41

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETES MOBILIÈRES
(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER
01		010	25		20100324 1428 1902 7985		
21	RECORD REFERENCED	FILE NUMBER	658146006				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD	
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME		
24	DEBTOR/ TRANSPEROR	BUSINESS NAME					
25	OTHER CHANGE						
26	REASON/	INCLUDES ALL RETENTION OF TITLE RIGHTS OF DEBTOR TO OR ANY OTHER					
27	DESCRIPTION	RIGHT IN REM WITH RESPECT TO GOODS SOLD UNDER THE RELATED					
28		TRANSACTION CONTRACT, AND ANY AGREEMENT OR ARRANGEMENT GRANTING, OR					
02/		ATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR/						
03/	TRANSFEREE	BUSINESS NAME					
06							
04/07		ADDRESS				ONTARIO CORPORATION NO.	
29	ASSIGNOR						
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08							
09		ADDRESS					
	COLLATERAL CLASSIFICATION						
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10								
	YEAR	MAKE		MODEL		V.I.N.		
11	MOTOR							
12	VEHICLE							
13	GENERAL							
14	COLLATERAL							
15	DESCRIPTION							
16	REGISTERING AGENT OR							
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS						

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 42

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 | 011 | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED FILE NUMBER 658146006

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

22

FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION HAVING THE EFFECT OF GRANTING, A SECURITY INTEREST) IN FAVOUR OF
28 DEBTOR WHICH SECURES THE PAYMENT OF SUCH DISCOUNTED CLAIMT (IV) ALL
02/ POSSESSORY AND OTHER RIGHTS OF DEBTOR IN RESPECT OF SUCH DISCOUNTED
DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06
04/07 ADDRESS | ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 43

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2009)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 | 012 | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED FILE NUMBER 658146006

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

22

FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION CLAIM OR THE GOODS WHOSE SALE OR DISPOSITION GAVE RISE TO SUCH
28 DISCOUNTED CLAIM AND ALL RIGHTS, BENEFITS AND ENTITLEMENTS OF DEBTOR UNDER THE RELATED TRANSACTION CONTRACT OR IN RESPECT OF SUCH

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06

04/07 ADDRESS | ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 44

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 013 25

21 RECORD REFERENCED FILE NUMBER 658146006 20100324 1428 1902 7985

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

22

FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION DISCOUNTED CLAIM, INCLUDING, BUT NOT LIMITED TO, TO THE EXTENT
28 APPLICABLE, (A) THE OWNERSHIP OF SUCH GOODS, (B) ANY CLAIM DEBTOR
02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06
04/07 ADDRESS | ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY | NO FIXED MATURITY | DATE OF

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 45

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		014	25		20100324 1428 1902 7985	
21	RECORD REFERENCED	FILE NUMBER	658146006			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED		RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME				
25	OTHER CHANGE					
26	REASON/	TO THE PROVISIONS GOVERNING ANY FORM OF RETENTION OF TITLE				
27	DESCRIPTION	SUBSISTING BETWEEN SUCH CLIENT AND DEBTOR, (C) ALL RECLAMATION				
28		RIGHTS OF DEBTOR IN RESPECT OF THE GOODS UNDERLYING SUCH DISCOUNTED				
02/	DATE OF BIRTH		FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/					
03/	TRANSFEREE	BUSINESS NAME				
06						
04/07	ADDRESS				ONTARIO CORPORATION NO.	
29	ASSIGNOR					
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
08						
09	ADDRESS					

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OF			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 46

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		015		25		20100324 1428 1902 7985	

21 RECORD REFERENCED — FILE NUMBER 658146006

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22					

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION — CLAIM, (D) ALL RIGHTS IN ANY RETURNED GOODS UNDERLYING A DISCOUNTED
28 CLAIM AND (E) ALL RIGHTS OF AN UNPAID SELLER UNDER THE NEW YORK
UNIFORM COMMERCIAL CODE OR THE UNITED STATES BANKRUPTCY CODE IN

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/05	DEBTOR/				
03/06	TRANSFEREE	BUSINESS NAME			
04/07		ADDRESS			ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 47

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fr 11/2009)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. | OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 016 25 20100324 1428 1902 7985

21 RECORD REFERENCED FILE NUMBER 658146006

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

22

FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME

25 OTHER CHANGE
26 REASON/ DESCRIPTION RESPECT OF SUCH DISCOUNTED CLAIM? AND (V) ALL RECORDS RELATED TO A
27 DISCOUNTED CLAIM AND/OR THE RELATED COLLATERAL? AND (C) ALL PROCEEDS
28 (INCLUDING, BUT NOT LIMITED TO, ALL "PROCEEDS" AS DEFINED IN THE

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06

04/07 ADDRESS | ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 48

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		017		25		20100324 1428 1902 7985	

21 RECORD REFERENCED — FILE NUMBER 658146006

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22					

23 REFERENCE — FIRST GIVEN NAME | INITIAL | SURNAME

24 DEBTOR/TRANSFEROR — BUSINESS NAME

25 OTHER CHANGE
26 REASON/DESCRIPTION — NEW YORK UNIFORM COMMERCIAL CODE AS NOW IN EFFECT), PRODUCTS, RENTS,
27 ISSUES AND PROFITS OF, AND ALL DISTRIBUTIONS AND PAYMENTS IN
28 RESPECT OF, ANY OF THE FOREGOING PROPERTY. TO THIS FINANCING

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/
03/ TRANSFEREE — BUSINESS NAME
06

04/07 ADDRESS — ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/LIEN CLAIMANT — ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 49

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. | OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER
01 | 018 | 25 | 20100324 1428 1902 7985

21 RECORD REFERENCED | FILE NUMBER | 658146006

22 | PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

23 REFERENCE | FIRST GIVEN NAME | INITIAL | SURNAME

24 DEBTOR/ TRANSFEROR | BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION | STATEMENT COVERS THE FOLLOWING TYPES OF ITEMS OF PROPERTY, IN EACH
28 | CASE WHETHER NOW OWNED OR HEREAFTER ACQUIRED AND WHETHER NOW
EXISTING OR HEREAFTER ARISING AND REGARDLESS OF WHERE LOCATED? (A)

02/ | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/
03/ TRANSFEROR | BUSINESS NAME

06
04/07 | ADDRESS | ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 | ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT | ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 50

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. | OF TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 | 019 | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED FILE NUMBER 658146006

22 PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME | INITIAL | SURNAME

24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION EACH "ACCOUNT", AS DEFINED IN SECTION 9-102 OF THE NEW YORK UNIFORM
28 COMMERCIAL CODE AS IN EFFECT ON THE DATE OF THE DB-EBILLS AGREEMENT
02/ AND THE DB-EBILLS DB-SUPPLIER FINANCE -- SPECIAL TERMS AND
05 DEBTOR/ DATE OF BIRTH — FIRST GIVEN NAME | INITIAL | SURNAME
03/ TRANSFEREE BUSINESS NAME
06
04/07 ADDRESS — ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR VEHICLE
12 GENERAL COLLATERAL
13 DESCRIPTION
14
15
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 51

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 020 25 20100324 1428 1902 7985

21 RECORD REFERENCED FILE NUMBER 658146006

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

22

23 REFERENCE DEBTOR/ TRANSFEROR | FIRST GIVEN NAME | INITIAL | SURNAME

24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION "DISCOUNTED CLAIM") NOW OR HEREAFTER OWED BY BENDIX COMMERCIAL
28 VEHICLE SYSTEMS LLC (AND ITS SUCCESSORS AND ASSIGNS) WHICH FROM TIME
02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06

04/07 ADDRESS | ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 52

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		021		25		20100324 1428 1902 7985	

21 RECORD REFERENCED — FILE NUMBER 658146006

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22					

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION — TO TIME IS SOLD AND ASSIGNED OR PURPORTED TO BE SOLD AND ASSIGNED
28 BY DEBTOR TO SECURED PARTY IN ACCORDANCE WITH THE FRAMEWORK
AGREEMENT RELATING TO THE SUPPLIER FINANCING SERVICES FOR THE

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/ 05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07		ADDRESS			ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16 REGISTERING AGENT OF
17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 53

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIÈRES
(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. | OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 | 022 | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED: FILE NUMBER 658146006

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

22

23 REFERENCE DEBTOR/ TRANSFEROR: FIRST GIVEN NAME | INITIAL | SURNAME

24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION: DISCOUNTING OF CLAIMS CONSTITUTED BY THE DB-EBILLS AGREEMENT AND THE
28 DB-EBILLS DB-SUPPLIER FINANCE -- SPECIAL TERMS AND CONDITIONS, EACH
02/ DATED AS OF AUGUST 18 2009, AS THE SAME MAY FROM TIME TO TIME BE

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/
03/ TRANSFEREE: BUSINESS NAME
06

04/07 ADDRESS | ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT: ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 54

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		023		25			
21	RECORD REFERENCED	FILE NUMBER		658146006		20100324 1428 1902 7985	

22 PAGE AMENDED: NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION: AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED, BETWEEN DEBTOR AND
28 SECURED PARTY, AND ANY SECURITY, GUARANTY OR OTHER SUPPORTING
02/ OBLIGATION IN RESPECT THEREOF AND ANY INSTRUMENT, CHATTEL PAPER OR

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					
04/07		ADDRESS			ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OF			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 55

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER

01 024 25 20100324 1428 1902 7985

21 RECORD REFERENCED FILE NUMBER 658146006

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD

22

FIRST GIVEN NAME | INITIAL | SURNAME

23 REFERENCE DEBTOR/ TRANSFEROR

24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/ DESCRIPTION OTHER EVIDENCE THEREOF? AND (B) ALL PROCEEDS (INCLUDING, BUT NOT
27 LIMITED TO, ALL "PROCEEDS" AS DEFINED IN THE NEW YORK UNIFORM
28 COMMERCIAL CODE AS IN EFFECT ON THE DATE OF SUCH DB-EBILLS AGREEMENT

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06

04/07 ADDRESS | ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR NO FIXED MATURITY DATE

10

YEAR | MAKE | MODEL | V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OF
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 56

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER
01 | 025 | 25 | | 20100324 1428 1902 7985 |

21 RECORD REFERENCED FILE NUMBER 658146006

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD
22

FIRST GIVEN NAME | INITIAL | SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION AND DB-EBILLS DB-SUPPLIER FINANCE -- SPECIAL TERMS AND CONDITIONS),
28 PRODUCTS, RENTS, ISSUES AND PROFITS OF, AND ALL DISTRIBUTIONS AND
02/ PAYMENTS IN RESPECT OF, ANY OF THE FOREGOING PROPERTY.
DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06
04/07 ADDRESS | ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY | OR | NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 57

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER									
00	656965485									
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD		
01		001		1		20091015 1124 9097 0603	P PPSA	01		
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
02	DEBTOR									
03	NAME	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC							
04		ADDRESS	3267 MAINWAY			BURLINGTON		ONTARIO CORPORATION NO.	ON	L7M 1A6
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME					
05	DEBTOR									
06	NAME	BUSINESS NAME								
07		ADDRESS						ONTARIO CORPORATION NO.		
08	SECURED PARTY / LIEN CLAIMANT		PERPO TECHNIQUE LIMITED							
09		ADDRESS	5620 TIMBERLEA BLVD			MISSISSAUGA			ON	L4W 4M6

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X				639420			X

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	CHIRON DZ18.2 KWM, SERIAL NUMBER 272-08 INCLUDING ACCESSORIES LISTED
14	COLLATERAL	ON AGREEMENT 2009-10-12-01
15	DESCRIPTION	

16	REGISTERING AGENT	
17	ADDRESS	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 58

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIÈRES
(crjtfr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		1		20101014 1438 9097 0698	

21 RECORD REFERENCED — FILE NUMBER 656965485

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		B RENEWAL	01	

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			
24 DEBTOR/ TRANSFEROR — BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC		

25 OTHER CHANGE
26 -REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05 DEBTOR/				
03/ TRANSFEREE	BUSINESS NAME			
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10								

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE			

12 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT OR		FERRO TECHNIQUE LIMITED				
17 SECURED PARTY/ LIEN CLAIMANT	ADDRESS	5620 TIMBERBLEA BLVD	MISSISSAUGA	ON	L4W 4M6	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 59

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01		001	1		20111013 0940 9097 0878		
21	RECORD REFERENCED	FILE NUMBER	656965485				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD	
				B RENEWAL	01		
23	REFERENCE	FIRST GIVEN NAME		INITIAL	SURNAME		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC				
25	OTHER CHANGE						
26	REASON/						
27	DESCRIPTION						
28							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR/						
03/	TRANSFEREE	BUSINESS NAME					
06							
04/07		ADDRESS				ONTARIO CORPORATION NO.	
29	ASSIGNOR						
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08							
09		ADDRESS					

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OF		FERRO TECHNIQUE LIMITED	
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	5620 TIMBERLEA BLVD	MISSISSAUGA ON L4W 4M6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 60

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : PEVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 654363738

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20090622 1311 6005 3609	P PPSA	10

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	PEVSTONE INDUSTRIES BURLINGTON INC.		
04		ADDRESS	3267 MAINWAY	BURLINGTON	ONTARIO CORPORATION NO. ON L7M 1A6
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT		ROYAL BANK OF CANADA 80956-16207		
09		ADDRESS	180 WELLINGTON ST W, 5TH FLOOR	TORONTO	ON M5J 1J1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10			X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 61

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(cj)fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 654052734

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		001		20090609 1005 1862 8600	P PPSA	7

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	3267 MAINWAY DRIVE			BURLINGTON	ON	L7M 1A6

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME					ONTARIO CORPORATION NO.	
07		ADDRESS						

08	SECURED PARTY / LIEN CLAIMANT	ROYAL BANK OF CANADA					
09		ADDRESS	20 KING STREET WEST, 9TH FLOOR	TORONTO	ON	M5H 1C4	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X	X				

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT	GOWLING LAFLEUR HENDERSON LLP			
17	ADDRESS	SUITE 1600, 100 KING STREET WEST	TORONTO	ON	M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 62

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIERES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		001		20101117 1033 1862 6118	

21 RECORD REFERENCED — FILE NUMBER 654052734

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	D ASSIGNMENT		

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			
24 DEBTOR/TRANSFEROR — BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC.		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05 DEBTOR/				
03/ TRANSFEREE	BUSINESS NAME			

06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR — ROYAL BANK OF CANADA
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 ROYAL BANK OF CANADA, AS AGENT
09 ADDRESS — 9TH FLOOR, 20 KING STREET WEST — TORONTO — ON — M5H 1G4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL
13 COLLATERAL
14 DESCRIPTION
15
16 REGISTERING AGENT OR — GOWLING LAFLEUR HENDERSON LLP (SFW)
17 SECURED PARTY/LIEN CLAIMANT — ADDRESS — SUITE 1600, 100 KING STREET WEST — TORONTO — ON — M5X 1G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 63

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 654053175

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		1		20090609 1031 8075 2272	P PPSA	05

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC.					
04		ADDRESS	130 ADELAIDE STREET WEST, SUITE 3300			TORONTO	ONTARIO CORPORATION NO. ON	M5H 3P5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME						
07		ADDRESS					ONTARIO CORPORATION NO.	
08	SECURED PARTY / LIEN CLAIMANT		EXPORT DEVELOPMENT CANADA					
09		ADDRESS	151 O'CONNOR STREET			OTTAWA	ON	K1A 1K3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY	DATE
10		X	X	X	X	X				

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT	CHAITONS LLP (34141/DL)			
17	ADDRESS	185 SHEPPARD AVENUE WEST	TORONTO	ON	M2N 1M9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 64

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 646120314

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		001		20080616 1539 1862 3276	P PPSA	7

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR				
03	NAME	BUSINESS NAME	BURLINGTON TECHNOLOGIES INC.		
04		ADDRESS	2380 SOUTH SERVICE ROAD	OAKVILLE	ONTARIO CORPORATION NO. ONT L6L 5M9
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR				
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT	EXPORT DEVELOPMENT CANADA			
09		ADDRESS	151 O'CONNOR STREET	OTTAWA	ONT K1A 1K3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10		X	X	X	X			

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16	REGISTERING AGENT	ROSS & MCBRIDE LLP (PAUL D. PARADIS)			
17		ADDRESS	1 KING STREET WEST	HAMILTON	ON L8P 1A4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 65

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	2		20090622 1050 8075 2293	

21 RECORD REFERENCED — FILE NUMBER 646120314

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED H PART TRANSF	RENEWAL YEARS	CORRECT PERIOD
22					

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR — BUSINESS NAME	BURLINGTON TECHNOLOGIES INC.		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

		FIRST GIVEN NAME	INITIAL	SURNAME
02/	DATE OF BIRTH			
05	DEBTOR/			
03/	TRANSFEREE — BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC.		
06				

04/07 ADDRESS 2380 SOUTH SERVICE ROAD — OAKVILLE — ONTARIO CORPORATION NO. — ON — L6L 5M9

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
10		X	X	X	X			

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE			

12 GENERAL COLLATERAL DESCRIPTION — THE PARTIAL TRANSFER OF SECURED PARTY'S SECURITY INTEREST IN ALL ASSETS SOLD BY BURLINGTON TECHNOLOGIES INC. TO REVSTONE INDUSTRIES BURLINGTON INC. PURSUANT TO AN AGREEMENT OF PURCHASE AND SALE DATED

16 REGISTERING AGENT OF — CHAITONS LLP (34141/DL)

17 SECURED PARTY/ LIEN CLAIMANT — ADDRESS 185 SHEPPARD AVEBUE WEST — TORONTO — ON — M2N 1M9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 66

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES
(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		002	2		20090622 1050 8075 2293	

21 RECORD REFERENCED FILE NUMBER 646120314

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22					

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/ 05	DEBTOR/				
03/ 06	TRANSFEREE	BUSINESS NAME			
04/07		ADDRESS			ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL MAY 28, 2009.
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 67

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 634352787

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20070416 1048 1529 2365	P PPSA	8

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02 DEBTOR						
03 NAME	BUSINESS NAME	BURLINGTON TECHNOLOGIES INC.				
04	ADDRESS	150 GARDEN AVE		BRANTFORD	ONTARIO CORPORATION NO. ON	N3S 7W4
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05 DEBTOR						
06 NAME	BUSINESS NAME					
07	ADDRESS				ONTARIO CORPORATION NO.	
08 SECURED PARTY / LIEN CLAIMANT		RYDER TRUCK RENTAL CANADA LTD.				
09	ADDRESS	4255 WESTON ROAD		NORTH YORK	ON	M9L 1W8

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X			X	29434	16MAR2015		

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR	2007	MANAC	53' REEFER TRAILER	2M5921619711151231
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT — CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS — 4126 NORLAND AVENUE — BURNABY — BC — V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 68

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETÉS MOBILIÈRES
(crjlfr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01		01	001		20091118 1946 1531 6711		
21	RECORD REFERENCED	FILE NUMBER	634352787				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED X	RENEWAL YEARS	CORRECT PERIOD	
				A AMENDMENT			
23	REFERENCE	FIRST GIVEN NAME		INITIAL	SURNAME		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BURLINGTON TECHNOLOGIES INC.				
25	OTHER CHANGE						
26	REASON/	AMEND DEBTOR'S NAME FROM BURLINGTON TECHNOLOGIES INC. TO REVSTONE					
27	DESCRIPTION	INDUSTRIES BURLINGTON INC./DBA BURLINGTON TECHNOLOGIES INDUSTRIES.					
28							
02/		DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME	
05	DEBTOR/						
03/	TRANSFEREE	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC/ DBA BURLINGTON TECHNOLOGIES IN				
06			DUSTRIES				
04/07		ADDRESS	3267 MAINWAY		BURLINGTON	ONTARIO CORPORATION NO. ON	L7M 1A6
29	ASSIGNOR						
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08							
09		ADDRESS					

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT OR		CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 69

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 633377475

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20070309 1950 1531 7894	P PPSA	7

02	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03	NAME	BUSINESS NAME	BURLINGTON TECHNOLOGIES INC.		
04		ADDRESS	150 GARDEN AVE	BRANTFORD	ONTARIO CORPORATION NO. ON N3S 7W4
05	DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06	NAME	BUSINESS NAME			
07		ADDRESS			ONTARIO CORPORATION NO.
08	SECURED PARTY / LIEN CLAIMANT		RYDER TRUCK RENTAL CANADA LTD.		
09		ADDRESS	4255 WESTON ROAD	NORTH YORK	ON M9L 1W8

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X			X	91639	02SEP2013		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR	2007	FREIGHTLINER		
12	VEHICLE			CL 120 64 ST	1FUJA6CK27LZ24409

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS: 4126 NORLAND AVENUE, BURNABY, BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 70

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01		01	001		20091118 1946 1531 6709		
21	RECORD REFERENCED	FILE NUMBER	633377475				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD	
			X	A AMENDMENT			
23	REFERENCE	FIRST GIVEN NAME		INITIAL	SURNAME		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	BURLINGTON TECHNOLOGIES INC.				
25	OTHER CHANGE						
26	REASON/	AMEND DEBTOR'S NAME FROM BURLINGTON TECHNOLOGIES INC. TO REVSTONE					
27	DESCRIPTION	INDUSTRIES BURLINGTON INC./DBA BURLINGTON TECHNOLOGIES INDUSTRIES.					
28							
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR/						
03/	TRANSFEREE	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC/ DBA BURLINGTON TECHNOLOGIES IN				
06			DUSTRIES				
04/07		ADDRESS	3267 MAINWAY			ONTARIO CORPORATION NO.	
				BURLINGTON	ON	L7M 1A6	
29	ASSIGNOR						
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08							
09		ADDRESS					

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT OR		CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 71

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj2fr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 633377682

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		001		20070309 1950 1531 7915	P PPSA	8

02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03		BUSINESS NAME	BURLINGTON TECHNOLOGIES INC.			
04		ADDRESS	150 GARDEN AVE	BRANTFORD	ONTARIO CORPORATION NO. ON	N3S 7W4
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
06		BUSINESS NAME				
07		ADDRESS			ONTARIO CORPORATION NO.	
08	SECURED PARTY / LIEN CLAIMANT		RYDER TRUCK RENTAL CANADA LTD.			
09		ADDRESS	4255 WESTON ROAD	NORTH YORK	ON	M9L 1W8

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X			X	29434	02MAR2015		

		YEAR MAKE	MODEL	V.I.N.
11	MOTOR	2007 MANAC		
12	VEHICLE		DRY TRAILER	2M592161071115332

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS: 4126 NORLAND AVENUE, BURNABY, BC, V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 72

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETES MOBILIÈRES
(crjlfr 11/2008)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20091118 1946 1531 6710	

21 RECORD REFERENCED — FILE NUMBER 633377682

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ TRANSFEROR	BUSINESS NAME BURLINGTON TECHNOLOGIES INC.		

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION AMEND DEBTOR'S NAME FROM BURLINGTON TECHNOLOGIES INC. TO REVSTONE
28 INDUSTRIES BURLINGTON INC./DBA BURLINGTON TECHNOLOGIES INDUSTRIES.

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/ 05	DEBTOR/				
03/ 06	TRANSFEREE	BUSINESS NAME	REVSTONE INDUSTRIES BURLINGTON INC/ DBA BURLINGTON TECHNOLOGIES IN DUSTRIES		
04/07		ADDRESS	3267 MAINWAY		

			ONTARIO CORPORATION NO.
	BURLINGTON	ON	L7M 1A6

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			

16	REGISTERING AGENT OR		CANADIAN SECURITIES REGISTRATION SYSTEMS		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 73

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj2fr 11/2009)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : REVSTONE INDUSTRIES BURLINGTON INC.
FILE CURRENCY : 15DEC 2011

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
670860207	20110621 1950 1531 5580			
670739175	20110616 1450 1530 7498			
666388044	20101206 1656 1862 7515			
662259366	20100617 1703 1462 5361			
658322955	20091221 1204 2203 4593			
658146006	20091211 1046 1901 1226	20100324 1428 1902 7985		
656965485	20091015 1124 9097 0603	20101014 1438 9097 0698	20111013 0940 9097 0878	
654363738	20090622 1311 6005 3609			
654052734	20090609 1005 1862 8600	20101117 1033 1862 6118		
654053175	20090609 1031 8075 2272			
646120314	20080616 1539 1862 3276	20090622 1050 8075 2293		
634352787	20070416 1048 1529 2365	20091118 1946 1531 6711		
633377475	20070309 1950 1531 7894	20091118 1946 1531 6709		
633377682	20070309 1950 1531 7915	20091118 1946 1531 6710		

22 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(crfj2 11/2008)

Ontario

This is **Exhibit "J"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LTS 2 & 3 , PL 1055 , S/T 222537E & 238833E AS PARTIALLY RELEASED BY 620380 ; BURLINGTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1996/02/19

OWNERS' NAMES
REVSTONE INDUSTRIES BURLINGTON INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/02/19 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/02/19						
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1996/02/16 ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 1996/02/19 ***						
119980	1961/01/25	BYLAW				C
E222537	1967/05/01	TRANSFER EASEMENT			THE CORPORATION OF THE TOWN OF BURLINGTON	C
	REMARKS: SKETCH ATTACHED					
Z222537	1967/05/01	REST COV APL ANNEX		*** COMPLETELY DELETED ***		
E238833	1967/12/18	TRANSFER EASEMENT			THE CORPORATION OF THE TOWN OF BURLINGTON	C
	REMARKS: SKETCH ATTACHED					
Z238833	1967/12/18	REST COV APL ANNEX		*** COMPLETELY DELETED ***		
299436	1970/08/28	MECHANICS LIEN		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
302318	1970/10/23	CERTIFICATE		*** COMPLETELY DELETED ***		
568084	1982/12/15	TRANSFER		*** COMPLETELY DELETED ***	BURLINGTON DIE CASTINGS CO. LTD.	
569936	1983/01/19	AGREEMENT			THE CORPORATION OF THE CITY OF BURLINGTON	C
579796	1983/06/29	TRANSFER		*** COMPLETELY DELETED ***	BURLINGTON DIE CASTINGS CO. LTD.	
598856	1984/05/02	AGREEMENT			THE CORPORATION OF THE CITY OF BURLINGTON	C
20R6842	1984/12/20	PLAN REFERENCE				C
620380	1985/06/14	QUIT CLAIM NON TR				C
HR182248	2003/03/04	APL CH NAME OWNER		*** COMPLETELY DELETED *** BURLINGTON DIE CASTINGS CO. LTD.	BURLINGTON TECHNOLOGIES INC.	
HR187611	2003/03/31	NOTICE	$2	THE CORPORATION OF THE CITY OF BURLINGTON		C
HR528410	2006/11/23	CHARGE		*** COMPLETELY DELETED *** BURLINGTON TECHNOLOGIES INC.	BURLINGTON GROUP INC.	
HR528411	2006/11/23	CHARGE		*** COMPLETELY DELETED *** BURLINGTON TECHNOLOGIES INC.	CARPENTER, KENNETH	
HR528412	2006/11/23	CHARGE		*** COMPLETELY DELETED *** BURLINGTON TECHNOLOGIES INC.	CASTINGS INTERNATIONAL INC.	
HR540666	2007/01/18	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CASTINGS INTERNATIONAL INC.	ROYAL BANK OF CANADA	
REMARKS: HR528412						
HR542798	2007/01/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** CARPENTER, KENNETH		
REMARKS: RE: HR528411						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HR700130	2008/09/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** BURLINGTON GROUP INC.		
	REMARKS: RE: HR528410					
HR701134	2008/09/19	CHARGE		*** COMPLETELY DELETED *** BURLINGTON TECHNOLOGIES INC.	ROYAL BANK OF CANADA	
HR701141	2008/09/19	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** BURLINGTON TECHNOLOGIES INC.	ROYAL BANK OF CANADA	
	REMARKS: HR701134					
HR701161	2008/09/19	POSTPONEMENT		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA	ROYAL BANK OF CANADA	
	REMARKS: HR528412 & HR540666 TO HR701134					
HR703537	2008/09/29	APL DELETE REST		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BURLINGTON	
	REMARKS: RE: Z222537					
HR703538	2008/09/29	APL DELETE REST		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BURLINGTON	
	REMARKS: RE: Z238833					
HR712193	2008/10/29	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	BURLINGTON TECHNOLOGIES INC.	
	REMARKS: DELETES 299436,302318					
HR722880	2008/12/09	CHARGE		*** COMPLETELY DELETED *** BURLINGTON TECHNOLOGIES INC.	ROYAL BANK OF CANADA	
HR722891	2008/12/09	POSTPONEMENT		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA	ROYAL BANK OF CANADA	
	REMARKS: HR528412 TO HR540666					
HR760627	2009/06/22	APL VESTING ORDER	$2,350,000	ONTARIO SUPERIOR COURT OF JUSTICE	REVSTONE INDUSTRIES BURLINGTON INC.	C
HR760628	2009/06/22	CHARGE	$20,000,000	REVSTONE INDUSTRIES BURLINGTON INC.	ROYAL BANK OF CANADA	C

This is **Exhibit "K"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

THIS PARTICIPATION AGREEMENT dated as of the 1st day of January, 2011.

BETWEEN:

BENDIX COMMERCIAL VEHICLE SYSTEMS LLC and **FORD MOTOR COMPANY**(collectively, the "**Customers**" or individually, a "**Customer**")

AND:

ROYAL BANK OF CANADA
(the "**Bank**")

AND:

REVSTONE INDUSTRIES BURLINGTON, INC.
(the "**Borrower**")

WHEREAS:

A. The Bank has established Credit Facilities in favour of the Borrower pursuant to a credit agreement dated June 12, 2009 (as same has been or may be amended, restated, modified, supplemented or replaced from time to time, the "**Credit Agreement**") and has been granted the Security Documents (defined below) to secure the obligations of the Borrower to the Bank under the Credit Agreement;

B. The Customers; the Bank; the Borrower; Nelson E. Clemmens, in his capacity as trustee of (a) the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991, and a Trust Agreement dated August 17, 1992, as amended (the "**Family Trust**") and (b) the separate trusts created by the Family Trust and sometimes referred to as the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Megan G. Hofmeister, the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Scott R. Hofmeister, and the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Jamie S. Hofmeister (together with the Family Trust, the "**1991 Trusts**"); Douglas Holmes, in his capacity as trustee of (x) the Megan G. Hofmeister Irrevocable Trust, (y) the Scott R. Hofmeister Irrevocable Trust, and (z) the Jamie S. Hofmeister Irrevocable Trust, all under trust agreements dated June 17, 2004 (together with the Family Trust and the1991 Trusts, the "**Trusts**"); General Motors, LLC ("**GM**") and TRW Odyssey Inc. ("**TRW**") are parties to an accommodation agreement and participation agreement, each dated October 29, 2010 (together, the "**2010 Agreements**") which included an option for the Customers, GM and TRW to purchase fully subordinated last-out participations in the Bank's working capital loans to the Borrower to fund such Customer's share of Excess Cash Deficits, the Sale Process Funding, the Excess Sale Process Funding and the Contribution (as those terms are defined below);

C. The Customers, the Bank, the Borrower and the Trusts are parties to an accommodation agreement effective as of January 1, 2011 (as may be amended, restated, modified, supplemented

or replaced from time to time, the "**Accommodation Agreement**") which includes an option for each of the Customers to purchase fully subordinated last-out participations in the Bank's working capital loans to the Borrower to fund such Customer's share of Cash Deficits (defined below);

D. Either or both of the Customers may from time to time, choose to become a participating customer (each a "**Participating Customer**" and together the "**Participating Customers**") by purchasing from the Bank a fully subordinated last-out participation (the "**Participation**") in the Credit Agreement and the Security Documents as provided below;

E. The Bank has agreed to grant to the Participating Customers certain rights and benefits of the Bank in respect of the Security Documents on the basis, among other things, that each Customer who wishes to become a Participating Customer has provided satisfactory evidence to the Bank that they have funded the Cash Deficits; and

F. The parties wish to enter into this Agreement to confirm their respective rights and obligations, including the respective priorities of the Participating Customers and the Bank in connection with the indebtedness and obligations of the Borrower to the Creditors and the security therefor.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions. All capitalized terms used but not defined in this Agreement, have the meanings given to those terms in the Credit Agreement. In this Agreement, the terms below have the following meanings:

"**Bank Indebtedness**" means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description whatsoever and howsoever incurred (whether direct or indirect, absolute or contingent, matured or unmatured, whether as principal debtor, guarantor, surety or otherwise) of the Borrower to the Bank, including, without limitation principal, accrued interest, and all fees, costs and expenses of the Bank including, without limitation, legal fees, costs and expenses with respect to any Enforcement Action taken by the Bank with respect to the Borrower.

"**Bank Receiver**" means any receiver or receiver-manager of the Borrower appointed pursuant to, under or in connection with the Credit Agreement and/or the Security Documents;

"**Business Day**" means any day, other than a Saturday or Sunday, on which banks are generally open for business in the Province of Ontario;

"**Cash Deficits**" has the meaning given to that term in the Accommodation Agreement.

"**Cash Proceeds of Realization**" means the aggregate of (i) all Proceeds of Realization in the form of cash, and (ii) all cash proceeds of the sale or other disposition of non-cash Proceeds of Realization.

"**Creditors**" means the Bank and the Participating Customers, and "**Creditor**" means any one of the Creditors.

"**Debt**" means, collectively, the Bank Indebtedness and the Participant Indebtedness.

"**Debtor Assets**" means, collectively, all assets of the Borrower subject to a security interest or mortgage under the Security Documents and all proceeds therefrom.

"**Default**" means any of the defaults or events of default specified in any Loan Document or the Accommodation Agreement (including the failure to pay on Demand with respect to any demand obligation) including, without limitation, those entitling a Creditor to demand or accelerate payment of any Debt or enforce other remedies, (provided that no such default, event of occurrence shall constitute a "Default" for any purpose under this Agreement until after the expiration of any applicable cure period or grace period provided for under such applicable Loan Document or Accommodation Agreement).

"**Demand**" means any notification by a Creditor to the Borrower of a demand for payment under any Loan Document or the Accommodation Agreement and includes partial demand for payment and full demand for payment and acceleration of any Debt of any Creditor.

"**Enforcement Action**" means in respect of the Borrower and/or any Debtor Assets: (a) the acceleration of the time for payment of the Debt of any Creditor (which shall include the making of a Demand with respect to any demand obligation); (b) the commencement and continuation of the enforcement of the Security Documents or any action in furtherance thereof; (c) the appointment of a receiver, interim receiver, court appointed receiver, liquidator or receiver and manager of the Borrower or any of the Debtor Assets; (d) the commencement or initiation of any Insolvency Proceeding with respect to the Borrower; (e) the commencement or initiation of any action or proceeding to recover or receive payment of any Debt of any Creditor; (f) the exercise of any right of set-off, combination or similar right against the Borrower in respect of any Debt; or (g) in connection with realizing on any Debt, the exercise of any put option or the causing of the Borrower to honour any redemption obligation with respect to its securities.

"**Insolvency Proceeding**" means any proceeding seeking to adjudicate the Borrower an insolvent, seeking a receiving order against the Borrower under the *Bankruptcy and Insolvency Act* (Canada), seeking an order for relief under and/or commenced by the voluntary or involuntary filing of a petition under any chapter of the *U.S. Federal Bankruptcy Code* or any similar legislation in any applicable jurisdiction, or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief or composition of the Borrower or its debts or a stay of proceedings of the Borrower's creditors generally (or any class of creditors) or any other relief, under any federal, provincial or foreign law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada),), the *U.S. Federal Bankruptcy Code* and any similar legislation in any jurisdiction) or at common law or in equity.

"**Lien**" means any mortgage, charge, pledge, right of set-off, assignment by way of security, hypothecation, lien (statutory or otherwise), security interest or other encumbrance of any nature

or kind howsoever arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of any property that is prior to the right of any other unsecured creditor in respect of such property.

"**Payment**" means, with respect to any Debt: (a) any payment or distribution by any Person of cash, securities, or other form of property, including by the exercise of a right of set-off or in any other manner, on account of such Debt; or (b) any redemption, purchase or other acquisition of such Debt by any Person.

"**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

"**Proceeds of Realization**" means all cash and non-cash proceeds received by any Creditor in respect of any Security Documents:

(a) derived from any sale, disposition or other realization of any Debtor Assets:

  (i) after any Demand;

  (ii) pursuant to any Insolvency Proceeding; or

  (iii) upon the enforcement of, or any action taken with respect to, any of the Security Documents by or on behalf of the Bank after any applicable Default under the Loan Documents or the Accommodation Agreement;

(b) as insurance proceeds as a result of the loss of, destruction of or damage to any of the Debtor Assets which are not applied to the repair or replacement of such Debtor Assets in accordance with the terms of the Loan Documents and the Accommodation Agreement, as the case may be;

(c) as a result of the expropriation or other condemnation of any of the Debtor Assets; or

(d) as a result of the exercise of any right of set off or other similar right or remedy against the Borrower or Debtor Assets;

in each case net of all costs, charges and expenses or liabilities incurred in connection with such sale, disposition or realization, including legal fees and all proper costs, charges, expenses and liabilities of the Bank or any Bank Receiver. For the avoidance of doubt, no Payments paid to any Creditor which were paid by the Borrower in accordance with and were permitted to be received and retained by such Creditor under the provisions of this Agreement or the Accommodation Agreement shall under any circumstances be deemed to be Proceeds of Realization.

"**Security Documents**" means any and all guarantees, general security agreements, assignments, charges, mortgages and other security documents given by the Borrower or any other Person in connection with the Bank Indebtedness, including without limitation: the security documents described in the Credit Agreement and any and all other security at any time and from time to time given in respect of all or any part of the Bank Indebtedness, as the same may from time to time be modified, supplemented or amended and in effect.

1.2 **Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 **Number and Gender**. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 **Statute References.** Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

1.5 **Agreement References**. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein, including this Agreement, shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, and (c) the words "this Agreement", "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof.

1.6 **Section and Schedule.** References in this Agreement to Articles, Sections or Schedules shall be construed to refer to Articles, Sections or Schedules of this Agreement. The division of this Agreement into Articles, Sections and the insertion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2
PARTICIPATIONS

2.1 **Participating Customer Advances.** As of the date hereof, the Participating Customers have:

(a) advanced the amounts set out in Schedule "A" (the "**Participating Customer Advances**") to fund Excess Cash Deficits, Sale Process Funding, Excess Sale Process Funding or the Contribution pursuant to the 2010 Agreements;

(b) provided evidence satisfactory to the Bank of such advances; and

(c) received a participation certificate (a "**Participation Certificate**") in the form attached as Schedule "B" from the Bank setting out the amount of the Participating Customer Advances.

These Participating Customer Advances constitute the purchase price for Participations purchased pursuant to the 2010 Agreements.

2.2 **Additional Participating Customer Advances.** If subsequent to the date of this Agreement, a Customer wishes to become a Participating Customer or an existing Participating Customer wishes to purchase additional Participations, such Customer or existing Participating

Customer shall provide the Bank with evidence, satisfactory to the Bank, that it has funded Cash Deficits (the "**Additional Participating Customer Advances**") and the Bank shall issue to such Customer or existing Participating Customer a Participation Certificate setting out the amount of the Additional Participating Customer Advances. These Additional Participating Customer Advances will constitute the purchase price for Participations purchased after the date of this Agreement.

2.3 **Total Participation.** The total Participation of each Participating Customer will equal the aggregate amount of all Participation Certificates issued to such Participating Customer.

2.4 **Agent.** Each of the Participating Customers hereby appoints the Bank as sole agent and attorney for and in the name of such Participating Customer:

(a) to hold the Security Documents;

(b) to receive Payment;

(c) to collect, sue for, realize upon, demand, enforce, accelerate, exercise any and all remedies, forebear, compromise or otherwise deal with the Debtor Assets, the Debt, the Security Documents, all of the terms, conditions, right, title and benefit thereunder and all monies, payments, proceeds and other choses arising therefrom hereunder, without the necessity for any further action or direction of the Participating Customer;

(d) to receive Proceeds of Realization, sell, assign and transfer them to obtain Cash Proceeds of Realization (if applicable) and apply the Proceeds of Realization to and pay Cash Proceeds of Realization to the Bank and the Participating Customers in accordance with this agreement;

(e) to take action on the Participating Customer's behalf under the provisions of the Security Documents and to exercise such powers;

(f) to agree to or enter into any amendment, restatement, full or partial release or replacement of the Security Documents without the written instructions or consent of the Participating Customers;

(g) to take all action, including enforcement action, which it is entitled to take as agent under the Security Documents without seeking the instruction of the Participating Customers so long as such action is in compliance with applicable law.

The Bank hereby agrees that it holds the Security Documents, effective as at the date hereof, as agent for the benefit of itself and the benefit of the Participating Customers on the express terms of this Agreement, to secure the indebtedness, liabilities and obligations of the Borrower from time to time to the Bank and the Participating Customers.

2.5 **Participating Customer Authority**. Each of the Participating Customers agrees that it shall have no power, authority or right to exercise the powers, authorities and rights vested

in the Bank pursuant to Article 2 and the Bank shall not require instructions from the Participating Customers with respect to any actions or approvals or the exercise of any power, authority or right which, by the terms of any of this Agreement or the Security Documents, the Bank is permitted or required to take or to grant, and the Bank shall be absolutely entitled to refrain from taking any such action or to withhold any such approval and shall not be under any liability whatsoever as a result thereof.

2.6 **Agents Covenants.** The Bank in its capacity as agent covenants in favour of each of the Participating Customers that it:

(a) holds the Security Documents as agent for the Bank and the Participating Customers in accordance with the terms and conditions of this Agreement; and

(b) will retain the Payments and Cash Proceeds from Realization until the Bank Indebtedness is indefeasibly repaid in full and thereafter shall deliver Payments and Cash Proceeds to the Participating Customers to be distributed *pro rata* amongst the Participating Customers based on each Participating Customer's share of the Participations determined by amounts set out on the Participation Certificates issued to each such Participating Customer until the Debt due to the Participating Customers by the Borrower (the "**Participant Indebtedness**") is indefeasibly paid in full.

2.7 **Assignment of Security**. At any time after the Bank Indebtedness has been repaid in full, the Bank, if not in breach of this Agreement, will be entitled, upon notice in writing to the Participating Customers (a "**Put Notice**") to assign the Security Documents to the Participating Customers and require the Participating Customers to assume the Security Documents, on the date and at the time specified in the Put Notice. Upon receipt of the Put Notice, the Participating Customers will specify whether one or all of them will assume the Bank's position under the Security Documents. If none of the Participating Customers elect to assume the Bank's obligations under the Security Documents, the Bank may terminate this Agreement.

2.8 **Priority.** The Participating Customers and the Bank agree that the Security Documents secure the indebtedness, liabilities of the Borrower to each of them. Each of the Participating Customers agrees that the right to, and receipt of, payment of the Participant Indebtedness is subordinated to the indefeasible payment in full of the Bank Indebtedness, so that no Participating Customer will be entitled to receive any payment or satisfaction in respect of the Participant Indebtedness until the Bank Indebtedness has been indefeasibly paid and satisfied in full. Furthermore, the Customers agree that the right to receive, and receipt of, payment on account of the Participations purchased pursuant to this agreement are fully subordinated to the Participations purchased pursuant to the 2010 Agreements.

2.9 **Agent Duties.** The Bank undertakes to perform as agent on behalf of the Participating Customers such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Bank.

2.10 **Amendments to Registrations.** The Bank will amend the Bank's registrations under the *Personal Property Security Act* (Ontario) which have been made with respect to the Security Documents to reflect that it is acting as agent for and on behalf of itself and the Participating Customers in accordance with the terms of this Agreement.

2.11 **Limitation of Liability.** When acting within the scope of the agency set out in this Article 2, the Bank shall not be liable to the Participating Customers for any action taken or omitted to be taken by it hereunder or pursuant thereto, except for the failure to make available promptly (after actual receipt and final collection) to the Participating Customers such sums as are required to be remitted to the Participating Customers pursuant to this Agreement or for the gross negligence or wilful misconduct of the Bank.

2.12 **Authority.** In acting as agent for the Participating Customers hereunder, the Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper person(s) on behalf of the Participating Customers and the Bank shall not be bound to make any investigation in the facts or matters stated in any such resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document.

2.13 **Delegation.** The Bank may exercise its powers and perform its duties as agent by or through such attorneys, agents and servants as it shall appoint, and shall be entitled to the advice of counsel in anything done or omitted to be done in accordance with such advice. Subject to Sections 2.6(b), 2.9 and 4.1, the Bank shall not be required to take any action nor shall any provision herein set forth be deemed to impose a duty on the Bank to take any action, if the Bank shall have been advised by counsel that such action is contrary to the terms of any Security Documents or is otherwise contrary to law.

2.14 **Expenses of Agent.** No provisions hereof shall require the Bank to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties as agent for the Participating Customers. Without limiting the generality of the foregoing, Participating Customers shall indemnify the Bank and, upon the Bank's demand, the Participating Customers shall pay to the Bank a portion of the Bank's expenses, costs, claims, actions, demands and out-of-pocket expenses (including, without limitation, reasonable legal fees and expenses) as the Bank may suffer or incur in connection with the agency provided for in this Article 2, but in all cases limited to any payments or repayments made to the Participating Customers in respect of or on account of the Participant Indebtedness. The Bank may set off any such amounts against Payments or Proceeds of Realization due or payable to the Participant. Any Bank expenses and counsel fees in relating to this Agreement will be added to and constitute part of the Bank Indebtedness.

2.15 **Borrower's Agreement.** The Borrower agrees to be bound by the provisions of Article 2.

ARTICLE 3
ENFORCEMENT AND REMEDIES

3.1 **Restriction on Enforcement.** For the avoidance of doubt, any and all Proceeds of Realization received by the Participating Customers or the Bank (whether pursuant to an Enforcement Action or otherwise) shall be applied in accordance with Article 2.

ARTICLE 4
PAYMENTS

4.1 **Application.**

(a) All Cash Proceeds of Realization shall be applied and distributed, and the Security Documents shall be deemed to have the relative priorities which would result in the Cash Proceeds of Realization being applied and distributed, as follows:

(i) first, to the payment in full of all costs and expenses incurred by the Bank in the exercise of all or in full any of the powers granted to it under the Security Documents and in payment of all of the remuneration of any the Bank Receiver and all costs incurred by such the Bank Receiver in the exercise of all or any powers granted to it under the Security Documents; and

(ii) second, in accordance with Sections 2.6(b).

(b) Each Creditor acknowledges that the foregoing method of application of Cash Proceeds of Realization may be subject to the claims, if any, of prior secured creditors of the Borrower; however, this acknowledgement is not intended to, and shall not, constitute a subordination by either Creditor in favour of any other creditor of the Borrower or representative, assignee or trustee of the Borrower. For the purposes of this Agreement, the Debt shall not be considered to have been paid in full unless the Creditors have received indefeasible payment in cash of the full amount of all Debt. All Proceeds of Realization not in the form of cash shall be forthwith delivered (subject to the Bank's acceptance of such delivery) to the Bank and disposed of, or realized upon, by the Bank in a commercially reasonable manner so as to produce Cash Proceeds of Realization.

ARTICLE 5
GENERAL MATTERS

5.1 **Application of Agreement**. Subject to the provisions of Section 5.2 below, the rights of the Creditors and the priorities of the Debt and the security thereafter set out in this Agreement shall apply irrespective of any matter or thing, including:

(a) subject to Section 5.2, the validity or enforceability of any of the Security Documents;

(b) the time or sequence of creation, granting, execution, delivery, attachment, registration (to the extent registration is required), perfection, crystallation or enforcement of any security;

(c) the jurisdictions where any security is registered or the failure of either Creditor to properly register or perfect any of the security in any particular jurisdiction;

(d) the time or sequence of any loan or advance or other extension of credit made to the Borrower by either Creditor;

(e) the time of Default or Demand;

(f) any priority otherwise accorded to any security by any principle of law or in any statute;

(g) the provisions of the instruments or documents creating any security;

(h) the terms of any Security Documents; or

(i) any other matter whatsoever.

5.2 **Non-Application of Agreement.** Subject always to Section 4.1(b), as between the Creditors nothing contained in this Agreement shall be construed as entitling a Creditor to receive any Proceeds of Realization in respect of which the Security Document has been:

(a) disallowed by a trustee (including any trustee or debtor-in-possession in any Insolvency Proceeding) and such disallowance is not effectively reversed; or

(b) judicially determined by a final judgment to be invalid, unperfected or unenforceable against third parties.

5.3 **No Impact on Access Agreement**. Nothing in this Agreement shall amend, modify, impact or restrict any rights, remedies, duties or obligations of the Customers under the Access and Security Agreement dated on or about the date hereof between the Customers, the Bank and the Borrower.

5.4 **Remedies**. Each of the parties hereby agrees that all covenants, provisions and restrictions contained herein are necessary and fundamental in order to establish the respective priorities of the Creditors in connection with the Debt and the Security Documents, and that a breach of any such covenant, provision or restriction would result in damages that could not adequately be compensated by monetary award. Accordingly, each of the parties hereby agree that, in addition to all other remedies available to it, including any action for damages, each Creditor shall be entitled to the immediate remedy of a restraining order, interim injunction, injunction or other form of injunctive or other relief as may be decreed or issued by any court of competent jurisdiction to restrain or enjoin such party from breaching any such covenant, provision or restriction. Any action taken or thing done by a Creditor in contravention of this Agreement shall be null and void and of no effect.

5.5 **No Bank Liability**. The Bank shall not be liable to the Participating Customers for any action or inaction by it or on its behalf in respect of the Debt unless such action or inaction constitutes gross negligence or wilful misconduct on the part of the Bank or its officers, servants, employees or agents. For greater certainty, the Bank shall be under no duty or responsibility in favour of the Participating Customers to monitor the Debt.

5.6 **Waivers**. No failure or delay by a Creditor in exercising any right or power hereunder shall operate as a waiver thereof or acquiescence of any Default, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Creditors are cumulative and are not exclusive of any rights or remedies that they would otherwise have. Any waiver of any provision of this Agreement or consent to any departure by any party therefrom shall be effective only in the specific instance and for the purpose for which given.

5.7 **Amendments**. This Agreement or any provision hereof may not be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Creditors. Any such waiver, amendment or modification shall not require any consent or other agreement of the Borrower, notwithstanding that the Borrower may be a party to this Agreement.

5.8 **Severability**. Any provision of this Agreement which is prohibited unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability in any other jurisdiction.

5.9 **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, and may be executed and delivered by facsimile or pdf (or similar) file transmitted by e-mail, and all such counterparts, pdf files and facsimiles when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same Agreement.

5.10 **Further Assurances**. Each party shall promptly do, execute and deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement as may be necessary or desirable in order to give full effect to this Agreement and every part hereof, including all acts, deeds and agreements as may be necessary or desirable for the purpose of registering or filing notice of the terms of this Agreement. No party to this Agreement shall take any action whereby the priorities and rankings set out in this Agreement might be impaired or defeated.

5.11 **Communication**. Any communication required or permitted to be given under this Agreement shall be in writing and shall be effectively given if:

(a) delivered personally;

(b) sent by prepaid courier service or prepaid registered or certified mail, return receipt requested; or

(c) sent prepaid by facsimile transmission, e-mail or other similar means of electronic communication,

in each case to the addresses or facsimile numbers specified on the signature pages to this Agreement. Any communication so given shall be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a Business Day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication shall be deemed to have been given and to have been received on the following Business Day. Any communication sent by mail shall be deemed to have been given and to have been received on the fifth Business Day following mailing, provided that no disruption of postal service is in effect. Any party hereto may from time to time change its address or facsimile number for notice by giving notice to the other in accordance with the provisions of this Section.

5.12 **Successors and Assigns**.

(a) This Agreement shall enure to the benefit of, and be binding on, the parties hereto and their respective successors and permitted assigns. The Borrower may not sell, assign or otherwise transfer this Agreement or any right, title or interest therein.

(b) At all times when there exists no Default which is continuing, each of the Bank and the Participating Customers may sell, assign or otherwise transfer, in whole or in part, the Debt, this Agreement, or any right, title or interest therein to any Person that is not a competitor to the Borrower provided that any such assignee shall agree with the other Creditors to be bound by the terms and conditions of this agreement as if such had executed this Agreement as the assigning Creditor in the first instance hereunder, such acknowledgement and agreement to be in favour of and in form and substance satisfactory to the other Creditors, acting reasonably.

(c) On or after Default which is continuing, each of the Bank and the Participating Customers may sell, assign or otherwise transfer, in whole or in part, the Bank Indebtedness, and the Participant Indebtedness, respectively, this Agreement, or any right, title or interest therein to any Person provided that any such assignee shall agree with the other Creditors to be bound by the terms and conditions of this agreement as if such had executed this Agreement as the assigning Creditor in the first instance hereunder, such acknowledgement and agreement to be in favour of and in form and substance satisfactory to the other Creditors, acting reasonably

5.13 **Entire Agreement.** This Agreement constitutes the entire agreement among the Creditors pertaining to the subject matter of this Agreement and supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, pertaining to the subject matter hereof.

5.14 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

5.15 **Time of the Essence.** Time is of the essence of this Agreement.

5.16 **Paramountcy.** If there is a conflict or inconsistency between the provisions of this Agreement and the provisions of any other agreement which is referred to herein or delivered pursuant hereto, the provisions of this Agreement shall prevail, provided that nothing in this Agreement is intended to or will impair, as between the Borrower and the Creditors, the obligations of the Borrower to pay the Debt owing by it when due.

5.17 **No Rights Conferred on the Borrower.** Nothing in this Agreement shall be construed as conferring any rights upon the Borrower or any third party. The terms and conditions hereof are and shall be for the sole and exclusive benefit of the Creditors.

5.18 **Disgorgement.** If any Cash Proceeds of Realization, Payment or other payments are made to or received by any Creditor in contravention of this Agreement, such Creditor will hold such Payments in trust for the Creditor entitled to receive such Payment and will forthwith pay such Payments to such Creditor for application in accordance with the terms of this Agreement. Any action taken or thing done by a Creditor in contravention of this Agreement will be null and void and of no effect. The Creditors agree that if all or any part of any payment made on account of any Debt is recovered from any Creditor as a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or other law, any payment or distribution received by any other Creditor on any Debt will be deemed to have been received by it in trust for the Creditor entitled to priority in accordance with the terms of this Agreement and will promptly be paid over to such Creditor until such Creditor's prior ranking Debt under this Agreement is indefeasibly paid in full, unless at the time of receipt by any Creditor of such payment such Creditor was expressly permitted by the terms of this Agreement to receive and retain such payment. If any Creditor (a "**payor**") is required to remit any payment made to such Creditor to another Creditor, the Borrower and each Creditor agrees that the Borrower shall be indebted and liable to the payor in the amount of such payment, together with interest accruing thereon (at the rate applicable under the applicable Credit Agreement or other agreement, as the case may be), and that the Borrower's indebtedness and liabilities to the payor shall not have been satisfied by the receipt by the payor of such payment.

5.19 **Consent to Sharing of Information.** The Borrower consents to the Creditors sharing, from time to time and at any time, any and all information necessary in order to bring effect to the terms of this Agreement, including, without limitation, information about the Borrower, the Debt and the Security Documents.

- the balance of this page intentionally left blank; signature page follows -

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Royal Bank of Canada
9th Floor, 20 King Street West
Toronto, Ontario
M5H 1C4
Attention: Linda Vanderburgt
Facsimile: (416) 974-8508
Email: Linda.Vanderburgt@rbc.com

ROYAL BANK OF CANADA

Per _____
Name:
Title:

Per _____
Name:
Title:

Bendix Commercial Vehicle Systems LLC
901 Cleveland Street
Elyria, Ohio
44035
Attention: Robert J. Legato, Jr.
Facsimile: (440) 329-9203
Email: bob.legato@bendix.com

BENDIX COMMERCIAL VEHICLE SYSTEMS LLC

Per _____
Name: ROBERT J. LEGATO, JR
Title: VP - INTEGRATED SUPPLY CHAIN

Ford Motor Company
20100 Rotunda Drive 3A033
Mail Code: MD-3042
Dearborn, Michigan
48124
Attention: Jennifer Tuton
Facsimile: (313) 390-6654
Email: jpodesch@ford.com

FORD MOTOR COMPANY

Per _____
Name:
Title:

REVSTONE INDUSTRIES BURLINGTON, INC.

Per _____
Name:
Title:

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Royal Bank of Canada
9th Floor, 20 King Street West
Toronto, Ontario
M5H 1C4
Attention: Linda Vanderburgt
Facsimile: (416) 974-8508
Email: Linda.Vanderburgt@rbc.com

ROYAL BANK OF CANADA

Per _____
Name:
Title:

Per _____
Name:
Title:

Bendix Commercial Vehicle Systems LLC
901 Cleveland Street
Elyria, Ohio
44035
Attention: Robert J. Legato, Jr.
Facsimile: (440) 329-9203
Email: bob.legato@bendix.com

BENDIX COMMERCIAL VEHICLE SYSTEMS LLC

Per _____
Name:
Title:

Ford Motor Company
20100 Rotunda Drive 3A033
Mail Code: MD-3042
Dearborn, Michigan
48124
Attention: Jennifer Tuton
Facsimile: (313) 390-6654
Email: jpodesch@ford.com

FORD MOTOR COMPANY

Per _____
Name: JOSEPH J SZPYRKA
Title: GLOBAL PURCHASING VICE DIRECTOR

REVSTONE INDUSTRIES BURLINGTON, INC.

Per _____
Name:
Title:

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Royal Bank of Canada
9th Floor, 20 King Street West
Toronto, Ontario
M5H 1C4
Attention: Linda Vanderburgt
Facsimile: (416) 974-8508
Email: Linda.Vanderburgt@rbc.com

ROYAL BANK OF CANADA

Per _____
Name:
Title:

Per _____
Name:
Title:

Bendix Commercial Vehicle Systems LLC
901 Cleveland Street
Elyria, Ohio
44035
Attention: Robert J. Legato, Jr.
Facsimile: (440) 329-9203
Email: bob.legato@bendix.com

BENDIX COMMERCIAL VEHICLE SYSTEMS LLC

Per _____
Name:
Title:

Ford Motor Company
20100 Rotunda Drive 3A033
Mail Code: MD-3042
Dearborn, Michigan
48124
Attention: Jennifer Tuton
Facsimile: (313) 390-6654
Email: jpodesch@ford.com

FORD MOTOR COMPANY

Per _____
Name:
Title:

REVSTONE INDUSTRIES BURLINGTON, INC.

Per _____
Name: CURTIS C. FRENCH
Title: VICE PRESIDENT & GENERAL MANAGER

SCHEDULE "A"
2010 CUSTOMER ADVANCES

Participating Customer	Amount

COPY

PARTICIPATION CERTIFICATE

CERTIFICATE NO. 1

TO: **FORD MOTOR COMPANY (the "Customer Participant")**

DATE: **NOVEMBER 5, 2010**

RE: **PARTICIPATION AGREEMENT DATED JANUARY 1, 2011 BETWEEN ROYAL BANK OF CANADA, AS THE BANK AND BENDIX COMMERCIAL VEHICLE SYSTEMS LLC, FORD MOTOR COMPANY, (the "Participation Agreement")**

All capitalized terms used but not defined herein shall have the meanings given to those terms in the Participation Agreement.

ROYAL BANK OF CANADA, certifies the following:

1. The Customer Participant has provided satisfactory evidence to the Bank that the Customer Participant has advanced USD $506,000.00 to Revstone Industries Burlington, Inc. to fund Excess Cash Deficits, Sale Process Funding, Excess Sale Process Funding or the Contribution; and

2. The Customer Participant has purchased a Participation in the amount of USD $506,000.00.

ROYAL BANK OF CANADA

Per: _____
Name: Linda Vanderburgt
Title: Director

COPY

PARTICIPATION CERTIFICATE

CERTIFICATE NO. 2

TO: **FORD MOTOR COMPANY (the "Customer Participant")**

DATE: **NOVEMBER 5, 2010**

RE: **PARTICIPATION AGREEMENT DATED JANUARY 1, 2011 BETWEEN ROYAL BANK OF CANADA, AS THE BANK AND BENDIX COMMERCIAL VEHICLE SYSTEMS LLC, FORD MOTOR COMPANY, (the "Participation Agreement")**

All capitalized terms used but not defined herein shall have the meanings given to those terms in the Participation Agreement.

ROYAL BANK OF CANADA, certifies the following:

1. The Customer Participant has provided satisfactory evidence to the Bank that the Customer Participant has advanced USD $92,000.00 to Revstone Industries Burlington, Inc. to fund Excess Cash Deficits, Sale Process Funding, Excess Sale Process Funding or the Contribution; and

2. The Customer Participant has purchased a Participation in the amount of USD $92,000.00.

ROYAL BANK OF CANADA

Per: _____
Name: Linda Vanderburgt
Title: Director

COPY

PARTICIPATION CERTIFICATE

CERTIFICATE NO. 3

TO: **FORD MOTOR COMPANY (the "Customer Participant")**

DATE: **DECEMBER 21, 2010**

RE: **PARTICIPATION AGREEMENT DATED JANUARY 1, 2011 BETWEEN ROYAL BANK OF CANADA, AS THE BANK AND BENDIX COMMERCIAL VEHICLE SYSTEMS LLC, FORD MOTOR COMPANY, (the "Participation Agreement")**

All capitalized terms used but not defined herein shall have the meanings given to those terms in the Participation Agreement.

ROYAL BANK OF CANADA, certifies the following:

1. The Customer Participant has provided satisfactory evidence to the Bank that the Customer Participant has advanced CDN. $753,940.00 to Revstone Industries Burlington, Inc. to fund Excess Cash Deficits, Sale Process Funding, Excess Sale Process Funding or the Contribution; and

2. The Customer Participant has purchased a Participation in the amount of CDN. $753,940.00.

ROYAL BANK OF CANADA

Per: _____
Name: Linda Vanderburgt
Title: Director

This is **Exhibit "L"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

L.M. (Linda) Vanderburgt
Senior Manager
Group Risk Management

Royal Bank of Canada
20 King Street West, 9th Floor
Toronto, Ontario M5H 1C4

Tel: (416) 955-8083
Fax: (416) 974-8508
Email: Linda.Vanderburgt@rbc.com

September 1, 2010

Revstone Industries Burlington Inc.
3267 Mainway Drive
Burlington, Ontario
L7M 1A6

Attention: Mr. Curtis French, Vice President and General Manager

Dear Sirs and Mesdames:

We refer to the letter loan agreement dated June 12, 2009 from Royal Bank of Canada ("**RBC**") to Revstone Industries Burlington Inc. (the "**Borrower**"), and accepted by the Borrower on June 18, 2009, as amended by letter agreements between RBC and the Borrower dated August 13, 2009, August 26, 2009, December 21, 2009, April 16, 2010 and June 29, 2010 (collectively, the "**Credit Agreement**"). Each capitalized term used and not otherwise defined in this letter shall have the meaning ascribed thereto in the Credit Agreement.

RBC hereby gives notice to the Borrower that the Borrower is in default of the following obligation and covenant under the Credit Agreement (the "**Default**"):

1. The Credit Agreement requires that the Borrower's EBITDA for the quarter ending June 30, 2010 be greater than $460,000. The Borrower has certified that its EBITDA for the quarter ending June 30, 2010 was negative $384,000.

Subject to all other terms and conditions of the Credit Agreement being fully observed and performed, RBC is prepared to continue to provide the Credit Facilities to the Borrower with the caveat that in so doing RBC is in no manner acquiescing to the existence, continuation or exacerbation of the Default and specifically reserves any and all of the rights which RBC does or may enjoy under the Credit Agreement, any other agreements or documents (including mortgages, security agreements and leases) delivered in connection with the Credit Agreement (the "**Loan Documents**") and/or applicable law, as the case may be, which might arise from or relate to the Default. Neither the continuation of the Credit Facilities by RBC nor RBC's failure

to take steps to immediately enforce its security will in any way constitute a waiver of existing or future defaults or breaches under the Credit Agreement, the Loan Documents or under any other agreements between the Borrower and RBC.

Yours truly.

ROYAL BANK OF CANADA
Per:

Linda Vanderburgt
Senior Manager

This is **Exhibit "M"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

BURLINGTON ACCOMMODATION AGREEMENT

Bendix Commercial Vehicle Systems LLC ("Bendix"), Ford Motor Company ("Ford"), General Motors, LLC ("GM"), TRW Odyssey Inc. ("TRW", or together with Bendix, Ford and GM, collectively, the "Customers" or individually, a "Customer"), Revstone Industries Burlington, Inc. ("Burlington"), the Royal Bank of Canada ("Lender"), Nelson E. Clemmens, in his capacity as trustee (the "1991 Trust Trustee") of (a) the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991, and a Trust Agreement dated August 17, 1992, as amended (the "Family Trust"), (b) the separate trusts created by the Family Trust and sometimes referred to as the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Megan G. Hofmeister, the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Scott R. Hofmeister, and the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Jamie S. Hofmeister (together with the Family Trust, the "1991 Trusts"), and Douglas Holmes, in his capacity as trustee (the "Irrevocable Trust Trustee" or together with the 1991 Truste) of (x) the Megan G. Hofmeister Irrevocable Trust, (y) the Scott R. Hofmeister Irrevocable Trust, and (z) the Jamie S. Hofmeister Irrevocable Trust, all under trust agreements dated June 17, 2004 (the "New Trusts" or together with the 1991 Trust Trustee, the "Trusts"), hereby enter into this Accommodation Agreement (the "Agreement") as of the Effective Date (as defined below).

RECITALS

A. Pursuant to various purchase orders, supply agreements and/or releases issued by the Customers and accepted by Burlington (collectively, the "Purchase Orders" or individually, a "Purchase Order"), Burlington is obligated to manufacture the Customers' respective requirements of certain component parts, service parts or assembled goods (collectively, the "Component Parts" or individually, a "Component Part"). For certainty, Component Parts include service parts.

B. Burlington has indicated that for certain financial and operational reasons, it is unable to maintain production of the Component Parts without the extra-contractual accommodations by the Customers set forth below.

C. Subject to the terms of this Accommodation Agreement, the Customers have agreed to provide accommodations as set forth in this Accommodation Agreement.

D. The Trustees, on behalf of the Trusts has executed and delivered the Hofmeister Guarantee (as defined below) and the Hofmeister Mortgages (as defined below), with copies to the Lender.

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. Effectiveness; Termination Date. This Agreement will become effective as of November 1, 2010 provided all parties execute and deliver to the other parties to this Agreement of the signature of each party's duly authorized representative (the "Effective Date"), and unless extended in a writing executed by the parties, this Agreement will end upon the later to occur of: (i) December 31, 2010 and (ii) the Sale Process Termination Date, provided that if an Event of Default (defined below) has occurred, this Agreement shall immediately end on the date of such occurence (the "Termination Date").

2. Customer Accommodations:

(a) Payment of Pre-Effective Date Payables. The Customers acknowledge that as of October 10, 2010 (the "AP Calculation Date") the Customers have payables to Burlington in the amounts set forth by each Customer's name on Schedule "1" to this Agreement. The Customers will pay the payables arising before the Effective Date ("Pre-Effective Date Payables") subject to the Setoff Cap (as defined below) and less any "Premium Freight Debits" (as defined below) on the following terms: (i) Pre-Effective Date Payables arising up to the AP Calculation Date will be paid within three (3) business days after the Effective Date; and (ii) Pre-Effective Date Payables arising between the AP Calculation Date and the Effective Date ("Stub Period Payables") will be reconciled and paid within 10 business days following the Effective Date. "Premium Freight Debits" are debits, setoffs or deductions for premium freight incurred before the Effective Date. For certainty, Premium Freight Debits may not be asserted or taken against "Post Effective Date Payables" (defined below) and Premium Freight Debits against Pre-Effective Date Payables are not subject to the Setoff Cap.

(b) Setoff Limits. For purposes of this Agreement, "Allowed Setoffs" mean setoffs, deductions, or recoupment for short shipments, misshipments, billing errors (including overpayments), defective or non-conforming products and each Customer's professional fees and costs incurred in connection with Burlington[1]. For certainty, Allowed Setoffs exclude: (i) any Premium Freight Debits incurred by Burlington or a Customer for shipments of Component Parts made after the Effective Date; (ii) any special, punitive or consequential damages; or (iii) any costs incurred in relation to resourcing, whether such resourcing is Consensual Resourcing or otherwise and each Customer will be responsible for payment for outgoing premium freight arising from shipments of its Component Parts after the Effective Date through the Termination Date. For the purposes of this Agreement, the "Setoff Cap" means Allowed Setoffs to a maximum of four percent (4%) of the face amount of that Customer's *bona fide* Component Part accounts payables. If a Customer's Allowed Setoffs exceed the Setoff Cap, any unrealized portion of that Customer's Allowed Setoffs may be carried forward and set off against subsequent accounts payables so long as that Customer does not exceed the Setoff Cap ("Setoff Carry Forward") against any given accounts payable for the production of Component Parts arising through the Termination Date. The Setoff Carry Forward may not be setoff or deducted from any other payment required to be made

---

[1] In the case of TRW only, Allowed Setoffs include 50% of the price increase granted to Burlington by TRW effective June 1, 2010 but only in respect of Component Parts shipped after October 15, 2010 and invoices issued after October 15, 2010 and subject to the Setoff Cap.

by the Customers under this Agreement. The setoff limitations in this Agreement are for the benefit of the Lender only, and the Customers expressly reserve and do not waive all rights to assert setoffs against Burlington or any other parties.

(c) Expedited Payment Terms – Post Effective Date Payables. For accounts payable arising from shipments made by Burlington on or after the Effective Date through and including the Termination Date ("Post Effective Date Payables"), the Customers will pay Burlington on "net immediate" payment terms, as described in Schedule "2" hereto. The Customers will not assert setoff or deduction of any kind in respect of Post Effective Date Payables other than Allowed Setoffs, subject to the Setoff Cap. Bendix may continue to use its Deutsche Bank factoring program for its payables so long as such factoring arrangement provides the net equivalent benefit to Burlington as the expedited payment terms referenced in this Agreement.

(d) Non-Resourcing Covenant. On or before the Termination Date and absent an Event of Default and excluding "Consensual Resourcing" (as defined below), the Customers will not resource "Existing Business" (as defined below). For purposes of this Agreement: (i) "Existing Business" means current production under each Customer's issued Purchase Orders to Burlington; and (ii) "Consensual Resourcing" means (x) resourcing to which Burlington and a Customer agree in order to alleviate machine capacity constraints on machining lines on which capacity has been oversold, (y) resourcing by TRW, or (z) resourcing on which Burlington and an individual Customer have agreed pursuant to a separate written agreement between Burlington and the involved Customer ("Consensual Resourcing Agreement"). For informational purposes only, Burlington will give the Lender written notice immediately upon reaching a Consensual Resourcing Agreement. Notwithstanding the foregoing, the Customers are authorized to take all actions necessary to prepare for resourcing, including, and without limitation, entering into contingent agreements with alternative suppliers and otherwise making arrangements necessary to transition production. In the event of a Consensual Resourcing, and the Customer fails to resource prior to the date provided in the Consensual Resourcing Agreement, which failure is not caused by Burlington's action or inaction, as the case may be, in failing to cooperate fully and comply with the Agreement, including the resourcing plans of any individual Customer, the involved Customer acknowledges Burlington may institute price increases reasonably calculated to compensate Burlington for the increased costs in its over-all operations attributable to the continued production of such Customer's Component Parts. Customers reserve the right to dispute in good faith Burlington's computation of increased costs, in which case Burlington must substantiate the required price increases by providing documentation evidencing Burlington's actual increased costs of production. If a Customer is disputing Burlington's increased costs in such circumstances (each, an "Increase Dispute"), the involved Customer will continue making payment of amounts owing based on pre-increase prices, notwithstanding that an Increase Dispute is ongoing. In addition, and in relation to any resourcing, in the event that Burlington actually incurs additional exit costs not covered by either the price increases provided for in this section 2(d) or the bank build arrangements contemplated by section 4(h) of this Agreement, these costs shall be paid to Burlington by the relevant Customer after the Customer's receipt of documentation, in form and content reasonably satisfactory to the involved Customer, substantiating Burlington's incurrence of such additional exit costs. Any Increase Dispute shall be determined by a sole arbitrator, selected by agreement of the parties (the "Arbitrator") under the *Arbitration Act, 1991* (Ontario) (the "Arbitration Act"). If the parties cannot agree on the selection of an Arbitrator within seven (7) days of written notice putting

an Increase Dispute to arbitration, any party may apply to the Ontario Superior Court of Justice, in a summary fashion, for an order nominating an arbitrator. The Arbitrator is empowered to determine any question of fact or law, including questions as to jurisdiction and questions as to remedies. The Arbitrator's decision on an Increase Dispute will be final and binding and there will be no appeal of that determination on any ground.

(e) Inventory Purchase. Each Customer agrees to purchase, upon the occurrence of the Trigger Event, all "Useable" and "Merchantable" (each as defined below) raw materials and purchased components related to its Component Parts and Useable and Merchantable finished Component Parts. The purchase price for the foregoing inventory will be (i) in the case of raw materials and purchased components, Burlington's actual cost (determined with reference to the applicable vendor's invoice issued to Burlington in the normal course of business), and (ii) in the case of finished Component Parts, the applicable Purchase Order price (the "Purchase Price"). Each Customer agrees to pay the Purchase Price for any inventory it is required to purchase under this subsection without setoff or deduction for any claims or rights Customer may otherwise have against Burlington, which rights and claims each Customer otherwise reserves and does not waive. Customers will only be obligated to purchase inventory under this subsection if the applicable inventory can be delivered to the applicable Customer within 30 days of the occurrence of a Trigger Event, free and clear of the Lender's security interests and liens and on the date of purchase, the involved Customer is reasonably satisfied that the inventory purchased is free and clear of applicable liens.

For purposes of this subsection:

"Merchantable" means of good quality, not defective and conforming to any applicable standards or specifications, including applicable Purchase Order specifications.

"Trigger Event" means the occurrence of any one or more of the following: (i) an Event of Default, if as a result Lender commences enforcement action; (ii) a Consensual Resourcing by a Customer under the Agreement in which case the Customer is obligated to purchase only that inventory to which the Consensual Resourcing relates and, for the avoidance of doubt, no other Customer will be obligated to purchase inventory in the absence of another Trigger Event; or (iii) the Termination Date, but only if on the Termination Date, the involved Customer is resourcing production of Component Parts from Burlington.

"Unsatisfied Releases" in the case of inventory related to current model year Component Parts, means the quantity of Component Parts provided in the releases, fabrication, raw material or similar authorizations issued by Customer to Burlington, minus the quantities of Component Parts shipped by Burlington after receipt of such releases and authorizations. "Unsatisfied Releases" in the case of service parts inventory means no more than six times the average monthly purchases of such service parts by the Customer determined on a rolling 12 month basis.

"Usable" means finished goods, raw materials, and purchased components (as the case may be) relating to the Component Parts that are not obsolete and are usable by the applicable Customer (or the Customer's alternative supplier(s) of the Component Parts) in

connection with manufacturing the Component Parts for which the Customer has or will have Unsatisfied Releases.

(f) Deficit Funding Pre-January 1, 2011. Commencing on the Effective Date and continuing through and including the earlier of (x) an Event of Default; or, (y) December 31, 2010:

(i) the Customers will pay the Contribution (as defined below) in accordance with section 5 of this Agreement, on account of the "total availability deficiency" (the "Cash Deficits") reflected in the budget attached as Exhibit A (the "Budget"). For clarity, notwithstanding the occurrence of the Sale Process Trigger Date (as defined below), the Customers will continue to fund in accordance with the Budget through and including December 31, 2010; and,

(ii) If a Cash Deficit arises or remains following payment of the Contribution (an "Excess Cash Deficit"), the Lender shall give the Customers written notice of such Excess Cash Deficit (the "Lender Deficit Notice") and the Customers shall have the option, but not the obligation, (the "Deficit Funding Option") to fund all (but not part) of such Excess Cash Deficit. If the Customers elect to exercise the Deficit Funding Option , they shall do so by delivering to the Lender and Burlington a notice in writing ("Deficit Funding Notice") within one (1) business day of delivery of a Lender Deficit Notice, stating that the Customers will exercise a Deficit Funding Option, and by funding the Excess Cash Deficit to which the Deficit Funding Notice relates no later than one (1) business day after its delivery. In the event that a Deficit Funding Option is not exercised within the time provided, an Event of Default shall have occurred under this Agreement. For clarity, the Customers may exercise the Deficit Funding Option on multiple occasions under this Agreement.

(g) Deficit Funding Post-December 31, 2010. Upon the Sale Process Trigger Date, Burlington shall deliver an updated cashflow projection (the "Sale Process Budget") acceptable to the Customers and the Lender that reflects Burlington's operations and projected sale costs for the period (the "Sale Process Period") from January 1, 2011 to the Sale Process Termination Date (defined below). During the Sale Process Period, the Lender shall (absent a Lender Termination Event) continue to extend the forbearance and loan amendments provided for in sections 3(a) and 3(b) below. During the Sale Process Period, the Customers shall fund Burlington, in accordance with the agreed upon Sale Process Budget. (the "Sale Process Funding"). For clarity, (i) only those Customers continuing to have Component Parts produced by Burlington shall be obliged to pay the Sale Process Funding; and, (ii) in the event that funding for Burlington is required in excess of the Sale Process Budget ("Excess Sale Process Funding"), the Deficit Funding Option shall be available to Customers in relation to such funding requirements, on substantially the same terms as existed on December 31, 2010.

(h) Funding Mechanism. Each Customer's share (as determined pursuant to a separate agreement among the Customers) of the Excess Cash Deficits, the Sale Process Funding and the Excess Sale Process Funding will be funded by either, at each Customer's election in its sole discretion, (x) purchasing fully subordinated last-out participations in Lender's working capital loans to Burlington in an amount equal to such Customer's Share (the "Participations"), or (y) paying a lump-sum surcharge to Burlington, which surcharge shall be fully subordinated to the Lender and on a last out basis. . The Lender agrees to sell the Participations to the Customers pursuant to a participation agreement in form and content acceptable to the Lender and the Customers and to allow the amount of the Participations to be used by Burlington to satisfy its Cash Deficits and Sale Process Budget requirements.

3. Lender's Accommodations:

(a) Forbearance. Subject to the occurrence of a "Lender Termination Event" (as defined below) and to the payment of the Contribution (as defined below), Lender will extend financing to Burlington on existing terms and conditions under the credit agreements and all related documents in place between the Lender and Burlington (collectively, the "Loan Documents"), as such existing terms are modified in accordance with this Agreement and otherwise forbear from enforcing its rights and remedies prior to the Termination Date. For purposes of this Agreement and the Loan Documents, "Lender Termination Event" means (i) the breach by Burlington of one of more of the covenants set out in Schedule 3 attached hereto; and, (ii) the occurrence of an Event of Default under subparagraph 7(c) or 7(d) of this Agreement, in each case subject to the Lender providing the Customers and Burlington notice in writing of such event ("Lender Termination Notice") and the breach or Event of Default not having been fully cured by the Customers or Burlington within two (2) business days of the delivery of a Lender Termination Notice, except an Event of Default under 7(d) or a breach of section 14 of Schedule 3 to this Agreement, in respect of which payment of Excess Cash Deficits must be made within the time prescribed by section 2(f) ii above.

(b) Loan Amendments. In order to effectuate the terms of this Agreement, subject to the occurrence of a Lender Termination Event, Lender will either amend the Loan Documents, or, at Lender's discretion, temporarily permit non-compliance with the Loan Documents, so as to provide, in each case from the Effective Date through the Termination Date, (i) an increase in the working capital line limit to $5,500,000, (ii) an increase in advance rates against Eligible Inventory (as defined under the Loan Documents) to sixty percent (60%), (iii) a deferral of fifty percent (50%) of the principal and interest payments currently required under the Loan Documents in relation to any term debt and equipment leasing arrangements in favor of Burlington, (iv) maintain the advance rates against Eligible Accounts (as defined under the Loan Documents) at ninety percent (90%) and (v) refrain from setting additional reserves in the working capital loans in respect of claims of a different type or character than those currently reserved for, absent consultation with and the prior agreement of the Customers.

(c) Consents. Lender consents to and agrees to be bound by the Access Agreement, IP License, Tooling Acknowledgment and Option (as such terms are defined below), and agrees that if Burlington refuses to cooperate with the Customers, agrees to such Customers' rights as if Burlington had previously provided its consent.

4. Burlington's Accommodations and Sale Process:

(a) Production and Cooperation. Burlington will continue to manufacture Component Parts for the Customers in accordance with the terms of the Customers' respective Purchase Orders and related releases, and will cooperate fully with certain Customers to facilitate Consensual Resourcing. Available capacity will be first utilized on an equitable basis to produce each Customer's ordinary course of business requirements (*i.e.* not parts banks). Within ten (10) business days of the Effective Date, each of the Customers shall provide Burlington with the release schedule for its Component Parts from the Effective Date through the Termination Date. If, however, Burlington has a shortage of capacity, Burlington will allocate available capacity such that each Customer bears equitably the impact of the capacity shortage. Conversely, if Burlington has excess capacity after satisfying the Customers' ordinary course of business production requirements, Burlington will allocate such excess capacity so that each Customer obtains an equitable allocation for the building of banks.

(b) Sale Process. Upon the earlier of (the "Sale Process Trigger Date") (i) an Event of Default (as defined below) having occurred; (ii) Ford having delivered a Sale Process Notice (as defined below); or (iii) Ford, Bendix, Burlington and Lender having failed to enter into an agreement providing for the continued production of Component Parts for Ford and Bendix (the "Restructuring Agreement") and continuation of the rights provided to those Customers not participating in the Restructuring Agreement on the same terms as this Accommodation Agreement within forty-five (45) days of the Effective Date, or such later date as Ford, Bendix, the Lender and Burlington agree (the "Restructuring Date"), the parties agree to commence promptly a "Sale Process" (as defined below) and the parties will cooperate fully in the institution of any required insolvency proceedings to facilitate such sale that the Lender and the Customers agree are necessary or advisable. In the event the Sale Process is unsuccessful, those Customers who have not completely exited agree to cooperate with the Lender in its seeking the appointment of a Receiver acceptable to the Lender and these Customers (each acting reasonably) in relation to Burlington to wind up Burlington in an orderly fashion. In all cases, the parties will continue to perform their respective obligations under this Agreement.

For the purposes of this Agreement, Sale Process means a procedure for the sale of the Burlington business as a going concern which is agreed upon by the Lender and the Customers, including agreed upon milestones, provided that such Sale Process shall:

(iii) be concluded by the entering into of a binding agreement of purchase and sale with a buyer on or before the date which is three (3) months after its commencement date (the "Sale Process Termination Date") unless otherwise extended by agreement in writing of the Lender and the Customers;

(iv) require that any sale be to a "Qualified Buyer" (as defined below) acceptable to the Customers that are not resourcing production of their Component Parts;

(v) require that any sale that does not pay the Lender in full will be strictly subject to the Lender's prior written consent and that any sale be otherwise acceptable to the Lender; and,

(vi) be agreed upon by the Lender and the Customers as to its terms prior to its implementation and in any event within 7 days after delivery of the Sale Process Notice.

"Sale Process Notice" means a notice in writing delivered to the other Customers, Burlington and the Lender by Ford prior to the Restructuring Date stating that no Restructuring with Burlington will be possible and that Ford wishes to undertake the Sale Process

"Qualified Buyer" means a buyer who (i) possesses the financial capabilities, business plan and management structure to effect the acquisition and subsequent operation of Burlington; and (ii) agrees to assume the Customers' Purchase Orders without modification, unless the Customers and the prospective purchaser otherwise agree in writing.

(c) Budget. Burlington agrees to conduct its operations in accordance with the terms of the Budget and the Sales Process Budget, as applicable, which shall include specific line items for professional fees of the Lender and Burlington in such amounts as are acceptable to the Customers, which line item in the case of Burlington's professionals, constitutes a limitation on the professional fees that Burlington may incur for the period through and including the Termination Date. The Budget and the Sales Process Budget must also be acceptable to Lender and require the prior written consent of Lender.

(d) Factoring. Within 10 days after the Effective Date, Burlington will obtain the agreement of Maple Trade Finance Inc. to continue through and including the Termination Date the factoring arrangement in effect as of the Effective Date.

(e) Receivership. Subject to the other provisions of this Agreement, Burlington will cooperate with the Lender and the Customers in the appointment by the Lender of a Receiver or interim Receiver, as the case may be, over Burlington that is acceptable to the Lender and the Customers (each acting reasonably) as and when required by the Lender and the Customers.

(f) Access Agreement. Enter into an Access and Security Agreement (the "Access Agreement") in form and substance acceptable to the Customers, the Lender, and Burlington, in form and content identical to that attached as Exhibit B.

(g) Tooling Acknowledgement. Burlington acknowledges and agrees that with the exception of "Supplier Owned Tooling" (as defined below), all "Tooling" (as defined below) used in the manufacture of Component Parts is owned by the applicable Customer (or its Customer) (collectively, "Customer Tooling") and the Customers have the right to remove all of their respective Customer Tooling upon demand without any further payment of any kind to Burlington, save and except for any Unpaid Tooling, in respect of which Customers shall make all payments required under applicable Purchase Orders in respect of such Tooling, subject to the dispute mechanism set forth below, before being entitled to remove same. For purposes of this subsection and this Agreement:

(i) "Tooling" means all tooling, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, and documentation (including engineering specifications, PPAP books and records and test materials), together with any accessories,

attachments, parts, substitutions, replacements and appurtenances thereto, used in Burlington's business, other than the Supplier Owned Tooling.

(ii) "Supplier Owned Tooling" means the tooling described on Exhibit C, as the same may be supplemented from time to time by written notice from the Supplier to the Customers and the Bank, which tooling the Supplier claims it owns.

(iii) "Unpaid Tooling" means Customer Tooling in respect of which a balance remains owing by a Customer to Burlington in respect of such Tooling under a Tooling Purchase Order.

(iii) Dispute. If a dispute arises as to whether a particular item of tooling is Supplier Owned Tooling or Unpaid Tooling, the tooling subject to dispute is presumed to be Customer Tooling pending resolution of the dispute, and the applicable Customer will have the right to immediate possession of the tooling, but such tooling remains subject to any claim or right to payment (including tooling liens, if any, held by Burlington) for the disputed amount notwithstanding Burlington's relinquishment of possession. The rights contained in this subsection (g) are in addition to (and not in lieu of) the Customers' rights under other agreements with Burlington, including Customers' rights under Purchase Orders. The Customers shall use their respective best efforts to review Exhibit C within 14 days after the date of this Agreement (or in the case of any additions to Exhibit C proposed by the Supplier, within 14 days of receipt of written notice from the Supplier of its intent to supplement Exhibit C) and provide the Supplier and the Bank with written notice of any disputes as to the Supplier's ownership of the Tooling described on Exhibit C

(iv) Nothing in this section (f) will relieve a Customer of its obligations to make any payments called for by this Agreement. For convenience, the terms of this subparagraph (f) are referred to as the "Tooling Acknowledgement". The Tooling Acknowledgement will survive termination or expiration of this Agreement.

(h) Option.

(i) Burlington grants to each Customer an irrevocable and exclusive option ("Option") to purchase any Supplier Owned Tooling, any returnable containers or dunnage ("Production Material'), and any machinery or equipment and related or ancillary items which are owned by Burlington and dedicated to the manufacture, assembly or transport of Component Parts for a Customer ("Dedicated Equipment"), for a price (i) equal to, in the case of Dedicated Equipment, the gross orderly liquidation value as determined by an independent third party appraisal firm (on which the parties mutually agree), or in the case of Production Material, net book value, in each case on the date Customer exercises the Option; or (ii) agreed to by Burlington and Customer, with the prior consent of the Lender.

(ii) If any Dedicated Equipment is used for more than one Customer, both Customers must consent to Customer's exercise of its Option. An Option may be

exercised ("Exercise Period"), by written notice given to Burlington, immediately upon the occurrence of an Event of Default, the Option will remain open until the 30th day after Customer provides notice to Burlington that an Event of Default has occurred. More than one Option may be exercised, and Options may be exercised on more than one occasion and concerning any, some or all of the Dedicated Equipment, in each case, subject to the 30-day limitation described above. The parties agree to cooperate in good faith to develop a list of the Dedicated Equipment within 30 days after the Effective Date.

(iii) Any Dedicated Equipment purchased under this subsection (g) will be free and clear of the Lender's security interests and liens and on the date of purchase, the applicable Customer is otherwise reasonably satisfied that the sale is free and clear; provided, however, that if Dedicated Equipment is sold to a Customer during a Court-supervised insolvency proceeding, a vesting order will be obtained in form and content reasonably satisfactory to the Customer and the Lender, to release and discharge applicable liens. Customers will also be granted (for no additional consideration) a non-exclusive, royalty-free, fully-paid, irrevocable, perpetual and fully transferable worldwide license to use all Intellectual Property (defined below) necessary to use and maintain the Dedicated Equipment to produce, manufacture, assemble, package, distribute, import and export, and sell Component Parts (the "Equipment License"), and derivatives, modifications and replacements thereof, free and clear of the Lender's security interests and liens. A Customer's right to use the Equipment License includes the right to grant one or more third-party sublicenses for the production, manufacture, assembly, packaging, distribution, import and export, and sale of Component Parts for the duration of the program life of the Component Parts and any past model service obligations for so long as Customer has such obligations under contract or otherwise applicable law to provide past model service parts. This subsection (g) is not intended to limit any rights granted to a Customer under its Purchase Orders, including rights concerning licensing and other Intellectual Property, but is intended to expand those rights. Moreover, nothing in this Accommodation Agreement may be construed as an admission by a Customer of the validity of Burlington's claimed rights to Intellectual Property, including an admission that a license is required by a Customer to make, have made, sell, offer for sale and/or import its Component Parts. Each Customer will handle the Intellectual Property in accordance with the same practices employed by such Customer to safeguard its own intellectual property against unauthorized use and disclosure.

(i) Parts Banks. Subject to the involved Customer's and Burlington's prior agreement regarding any required incremental bank build expenses (which agreed upon expenses will be included in the Budget), and on prior notice in writing to the Lender, to the extent permitted by Burlington's production capacity, build an inventory bank of component and service parts for the Customers in accordance with a mutually acceptable schedule, with all banks to be shipped as produced.

(j) Access. Burlington will provide the Customers and their designee(s), agent(s) and representative(s) reasonable access to the Customers' operations, books and records for the

purposes of (i) inspecting and, if permitted subject to the terms of this Agreement, resourcing all Tooling involved with production of the Component Parts, (ii) monitoring production of the Component Parts (iii) meeting with Burlington's representatives, and (iv) monitoring Burlington's compliance with the terms of the agreements and contracts between Burlington, on the one hand and the Customers, on the other.

(k) Resourcing Cooperation. Burlington will cooperate fully with the Customers' preparation for and effectuation of resourcing including, without limitation, by providing the Customers copies of tool line-ups, tool processing sheets, bill of materials, PAPP packages and tool drawings and, by providing the Customers and their agents, representatives, designees, consultants, officers, employees and potential successor suppliers reasonable access to Burlington's manufacturing facilities. For informational purposes only, each of the Customers shall provide Burlington and the Lender with a detailed schedule of those Component Parts that is contemplating resourcing within ten (10) business days of the Effective Date.

(l) Financial Information and Reporting. Burlington will provide to the Customers and the Lender and their designee(s) all financial information and monthly reports as are reasonably requested by the Customers and the Lender, in addition to and not in substitution for the financial information, reports and other information which Burlington is currently required to provide. Burlington shall also provide reports as required by the Lender which reconcile Burlington's inventory purchases with the authorizations and releases given to Burlington by Customers.

(m) Other Customer Agreements. Burlington will not enter into any agreements containing terms more favorable to its other customers than the terms set forth in the Agreement, provided that any differences in disclosed "net immediate" payment terms as between Customers shall not constitute a violation of this section.

(n) Intellectual Property License. Burlington hereby grants to each Customer and its assignee(s) or designee(s) (a) an irrevocable, perpetual, fully paid, worldwide non-exclusive license to the Intellectual Property owned by Burlington and necessary for the manufacture of the Component Parts, and (b) to the extent it's capable, an irrevocable sublicense to the Intellectual Property licensed to Burlington (to the extent that Burlington has the right to grant these sublicenses) to make, have made, use, have used, modify, improve, prepare derivative works of, distribute, display, offer to sell, sell, import and do all other things and exercise all other rights in the licensed or sublicensed Intellectual Property for production of the Component Parts for the Customer ("License"). The License shall extend to Component Parts supplied or to be supplied under Customers' existing Purchase Orders (as such purchase orders may be modified, amended or extended). This Section is not intended to limit any rights granted to Customers under their Purchase Orders, including rights concerning licensing and other Intellectual Property, but is intended to expand those rights. Moreover, nothing in this Accommodation Agreement may be construed as an admission by Customers of the validity of Burlington's claimed rights to Intellectual Property, including an admission that a license is required by Customers to make, have made, sell, offer for sale and/or import their Component Parts. Customers will handle the Intellectual Property in accordance with the same practices employed by them to safeguard their own intellectual property against unauthorized use and disclosure. Customers or their designee will not use such Licenses until the occurrence of an Event of Default (as defined herein).

The term "Intellectual Property" means (a) all currently existing registered and applied-for intellectual property owned by Burlington (including, without limitation, all patents, patent applications, trademark registrations, trademark applications, copyright registrations, and copyright applications), (b) all agreements for intellectual property licensed to Burlington, and (c) any other intellectual property used in or to produce Component Parts (whether or not the intellectual property is identified, including, without limitation, unregistered copyrights, inventions, discoveries, trade secrets and designs, and regardless of whether those items are registerable or patentable in the future, and all related documents and software), which Burlington directly or indirectly sells to Customers.

(o) TRW Pricing. For all Component Parts shipped to TRW after October 15, 2010, Burlington, Lender and other Customers consent to TRW rescinding 50% of the price increase granted by TRW to Burlington that was effective as of June 1, 2010.

5. The Trusts' Accommodations. The Trusts agree to cause a cash contribution to be made to Burlington on or before the Effective Date, by way of a fully subordinated, last-out participation in Lender's working capital loans in the total amount of US $1.3 million (the "Contribution"), on the following terms:

(i) The Trusts provide a secured guarantee (the "Hofmeister Guarantee"), with recourse limited to the Hofmeister Mortgages (defined below) in favour of the Customers, or any of them, guaranteeing payment by Burlington of the full amount of the Contribution, in form and content satisfactory to the Customers and the Lender;

(ii) As collateral security for the Hofmeister Guarantee, the 1991 Trusts shall grant a junior priority mortgage on certain real property located in the State of Kentucky (the "Real Property") in favour of the Customers, or any of them, and the Irrevocable Trusts shall collaterally assign to the Customers, or any of them, a first priority mortgage on the Real Property and related indebtedness owned by the Irrevocable Trusts (the "Hofmeister Mortgages") to be in form and content satisfactory to the Customers and the Lender;

(iii) The Customers, or any of them, shall pay the Contribution as follows:

a. the sum of $1.1 million shall be paid to Burlington in full, on or prior to the Effective Date, to be used to fund operations; and,

b. the sum of $200,000 (the "Escrowed Contribution") shall be paid to Gowling Lafleur Henderson LLP ("Gowlings"), the solicitors for the Lender, to be held in escrow on terms to be agreed, which escrow terms shall include the requirement that the Escrow Contribution or any part thereof shall only be disbursed to Burlington upon the delivery of a certificate signed on behalf of the Lender stating that, in accordance with the Budget, the Contribution is required in order to permit Burlington to fund its operations and the requirement that any

balance of the Escrowed Contribution remaining undisbursed after the Termination Date shall be paid as directed by the Customers in writing.

c. the Customers will wire transfer all amounts to be funded under sections a and b above of this Agreement, including the Contribution and Escrow Amount, to the following Lender accounts, as applicable, in each case, in amounts denominated in Canadian Dollars or the equivalent amount in U.S. Dollars. Lender will convert any U.S.D. amounts to CDN denominated funds at the prevailing exchange rate in effect on the date of conversion:

USD Wire Instructions

PAY:	JP Morgan Chase Bank New York CHASUS33 ABA 021000021
Pay To/SWIFT:	ROYCCAT2
Beneficiary/For Account of	Revstone Industries Burlington, Inc. RBC TO Global Loans Admin
Address/Branch	200 Bay St., Toronto
Transit No.	00002
Account No.	000024005716
Attention	GLA USD

CAD Wire Instructions

PAY:	Royal Bank of Canada
Pay To/SWIFT:	ROYCCAT2
Beneficiary/For Account of	Revstone Industries Burlington, Inc. RBC TO Global Loans Admin
Address/Branch	200 Bay St., Toronto
Transit No.	00002
Account No.	000021026830
Attention	GLA CAD

(iv) No part of the Contribution paid to Burlington (including amounts disbursed to Burlington out of the Escrowed Contribution) shall be repaid by Burlington while any amount is due and owing to the Lender, absent the Lender's consent in writing. Notwithstanding the foregoing, the Customers may receive payments of proceeds of the Real Property or the Hofmeister Mortgages.

6. Reservation of Rights. Except to the extent expressly provided in this Accommodation Agreement, the parties reserve and do not waive any claims, rights and remedies that they individually may have under the Purchase Orders, the Accommodation Agreement, the Loan Documents and any other agreements between the parties and/or otherwise applicable law, and the parties expressly reserve all such claims, rights and remedies they have under this Accommodation Agreement, any Purchase Orders, the Loan Documents, or any other agreements between the parties and/or otherwise applicable law.

7. Events of Default and Remedies. For purposes of this Agreement, the term "Events of Default" means:

(a) a breach under a Customer's Purchase Orders or related releases, the consequence of which is a substantial likelihood that the involved Customer will experience an interruption in its production at one or more of its assembly plants world-wide;

(b) Burlington requests additional or further financial or related extra-contractual accommodations from the Customers (i.e., beyond those provided in this Agreement) and refuses to continue performing under a Customer's purchase orders absent the involved Customer agreeing to such additional accommodations;

(c) a material breach by the Customers or any of them, Burlington or Lender under this Agreement;

(d) the existence of an Excess Cash Deficit, Sale Process Funding requirement or Excess Sale Process Funding requirement which is not satisfied within the time and in the manner prescribed by this Agreement; or

(e) the occurrence of a "Default" under the Access Agreement.

Upon the occurrence of an Event of Default, a Customer will have the right to: (i) resource production of some or all of its Component Parts in accordance with the terms of this Agreement; (ii) subject to section 2(g) above, seek the appointment of a Receiver over Burlington; or, (iii) exercise its rights under the Access Agreement. In all cases, upon exercise of one or more of the remedies set forth in the preceding sentence, the exercising Customer must (i) continue to pay its payables on an expedited basis in accordance with this Agreement; (ii) if the Customer elects to not resource, to pay its pro-rata share of costs and expenses associated with any ongoing production; and (iii) continue the limitation of setoffs against any receivables generated following the Event of Default and purchase inventory in accordance with this Agreement.

Upon the occurrence of an Event of Default under subparagraph 7(c) or 7(d) above or a Lender Termination Event (subject to the cure rights with respect to Lender Termination Events set out in section 3 (a) above), and after the expiry of term of this Agreement, the Lender's obligations in relation to the Forbearance and the Loan Amendments provided for under this Agreement shall

terminate and the Lender shall have all of its rights under its Loan Documents, as such rights existed prior to the execution of this Agreement, without amendment, waiver or compromise.

The above remedies upon an Event of Default are not exclusive and the applicable Customers will also have all rights and remedies available under otherwise applicable law.

8. Confidentiality. The parties agree that they will not disseminate, disclose or communicate, either directly or indirectly, any of the information contained this Accommodation Agreement to any outside party other than its employees and professional advisors, provided that such outside party is subject to this same confidentiality provision. The parties will, in good faith, take all steps necessary to ensure that the contents of this Accommodation Agreement are kept secret and confidential.

9. Notice. Any notice or other instrument to be given hereunder must be in writing and, except as otherwise provided in this Accommodation Agreement, will be deemed to be duly given (i) if mailed, it will be deemed to be given three (3) days following the date of mailing, (ii) sent by facsimile or hand delivered to the party to whom such communication is intended to be given and any notice so delivered or sent will be deemed to have been duly given at the time of service on the day on which it was so delivered or (iii) by electronic mail to the addresses below with a pdf attachment. Until changed by notice in the manner described above, the addresses of the parties for the purpose of notice will be:

If to Bendix:
Bendix Commercial Vehicle Systems LLC
901 Cleveland Street
Elyria, OH 44035
Attention: Robert J. Legato, Jr.
Facsimile: 440-329-9203
Email: bob.legato@bendix.com

With a copy to:
Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario, Canada M5H 3C2
Attention: Alison Manzer
Facsimile: 416-350-6938
Email: amanzer@casselsbrock.com

If to Ford:
Ford Motor Company
20100 Rotunda Drive 3A033
Mail Code: MD-3042
Dearborn, Michigan 48124
Attention: Jennifer Tuton
Facsimile: (313) 390-6654
Email: jpodesch@ford.com

With a copy to:
Miller, Canfield, Paddock and Stone, P.L.C.
150 W. Jefferson Ave., Suite 2500

Detroit, Michigan 48226
Attention: Stephen S. LaPlante
Facsimile: (313) 496-8452
Email: laplante@millercanfield.com

If to GM:

General Motors LLC
30001 Van Dyke Road
Mail Code: 480-210-880
Warren, Michigan 48090-9020
Attention: Mark W. Fischer
Facsimile: (586) 575-3404
Email: mark.w.fischer@gm.com

With copies to:

Honigman Miller Schwartz and Cohn LLP
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226
Attention: Robert B. Weiss
Facsimile: (313) 465-7597
Email: rweiss@honigman.com

If to TRW:

TRW Odyssey Inc.
12001 Tech Center Drive
Livonia, Michigan 48150
Attention: Jeffrey M. Cooper
Facsimile: (734) 855-3250
Email: Jeff.Cooper@TRW.COM

With a copy to:

Honigman Miller Schwartz and Cohn LLP
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226
Attention: Donald F. Baty, Jr.
Facsimile: (313) 465-7315
Email: dbaty@honigman.com

If to Burlington:

Revstone Industries Burlington, Inc.
2250 Thunderstick
Suite 1203
Lexington, KY 40505
Attention: George Hofmeister
Facsimile:
Email:

With a copy to:

McDonald Hopkins LLC
39533 Woodward Avenue

Suite 318
Bloomfield Hills, MI 48304
Attention: Stephen M. Gross
Facsimile: 248-646-5075
Email: sgross@mcdonaldhopkins.com

If to Lender : Royal Bank of Canada
9th Floor, 20 King Street West
Toronto, Ontario, M5H 1C4
Attention: Linda Vanderburgt
Facsimile: (416) 974-8508
Email: linda.vanderburgt@rbc.com

With a copy to: Gowling Lafleur Henderson LLP
1 First Canadian Place, 100 King Street West
Suite 1600, Toronto, Ontario, M5X 1G5
Attention: Clifton Prophet
Facsimile: (416) 863-3509
Email: clifton.prophet@gowlings.com

If to the Trusts: 2250 Thunderstick
Suite 1203
Lexington, KY 40505
Attention: Nelson Clemmens and Douglas Holmes
Facsimile:
Email:

With a copy to: George Hofmeister
2250 Thunderstick
Suite 1203
Lexington, KY 40505
Facsimile:
Email:

10. General Terms.

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

(b) The parties executing this Accommodation Agreement as representatives warrant that they have the power and authority to execute this Accommodation 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 Accommodation Agreement.

(c) Burlington may not assign or transfer, directly or indirectly, any of its respective rights under this Accommodation Agreement without the prior written consent of all the parties to this Accommodation Agreement. Likewise, this Accommodation Agreement is not intended for the benefit of any third parties including any purchasers of Burlington's assets including, without limitation, other customers of Burlington (other than affiliates of Customers).

(d) No delay or failure of Customers or the Lender to exercise any right, power or privilege hereunder will affect such right, power or privilege, nor will 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 Accommodation Agreement be held invalid or unenforceable, the remainder of this Accommodation Agreement will not be affected thereby.

(f) Burlington agrees that it will not knowingly enter into any other arrangements or agreements that would in any way materially impair Customers' rights under this Accommodation Agreement.

(g) Nothing in this Accommodation Agreement will be interpreted to constitute Burlington as Customers' agent for any purpose.

(h) Except as specifically provided in this Accommodation Agreement, this Accommodation Agreement is not intended to modify the terms and conditions of the Purchase Orders or the Loan Documents, which terms and conditions will otherwise remain in full force and effect.

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

(j) This Agreement is made in the Province of Ontario and will be governed by, and construed and enforced in accordance with the laws of the Province of Ontario, without regard to conflicts of law principles. The parties hereby attorn to the non-exclusive jurisdiction of the Courts of Ontario

11. REPRESENTATIONS. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE BEFORE EXECUTING THIS ACCOMMODATION 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 ACCOMMODATION AGREEMENT.

12. JURY TRIAL WAIVER. THE PARTIES 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 ACCOMMODATION AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN THE PARTIES EXECUTED IN CONNECTION WITH THIS ACCOMMODATION AGREEMENT. NO PARTY WILL 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.

Exhibits

Exhibit A – Budget

Exhibit B – Access Agreement

Exhibit C – Supplier Owned Tooling

Schedules

Schedule 1 – AP Calculation Date Payables

Schedule 2 – Net Immediate" Payment Terms By Customer

Schedule 3 – Lending Covenants

BENDIX COMMERCIAL VEHICLE SYSTEMS LLC

By:_____

Its:_____

FORD MOTOR COMPANY

By:_____

Its:_____

[signatures continued on next page]

[signature page to Accommodation Agreement dated November 1, 2010]

GENERAL MOTORS LLC

By:_____

Its:_____

TRW ODYSSEY INC.

By:_____

Its:_____

REVSTONE INDUSTRIES BURLINGTON, INC.

By:_____

Its:_____

[signatures continued on next page]

[signature page to Accommodation Agreement dated November 1, 2010]

ROYAL BANK OF CANADA

By:_____
Linda Vanderburgt

Its: Senior Manager, Group Risk Management

[signatures continued on next page]

Nelson E. Clemmens, in his capacity as trustee of and on behalf of the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1981, and a Trust Agreement dated August 17, 1992, as amended (the "Family Trust"), (b) the separate trusts created by the Family Trust and sometimes referred to as the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Megan G. Hofmeister, the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Scott R. Hofmeister, and the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Jamie S. Hofmeister

By:_____
Nelson E. Clemmens, trustee

Douglas Holmes, in his capacity as trustee of (x) the Megan G. Hofmeister Irrevocable Trust, (y) the Scott R. Hofmeister Irrevocable Trust, and (z) the Jamie S. Hofmeister Irrevocable Trust, all under trust agreements dated June 17, 2004

By:_____
Douglas Holmes, trustee

Exhibit A

Budget

Burlington Technologies Industries
Cash Flow Forecast
(CAD 000's)

50% Bank reduction in fees
0% Decrease in Reserves
4% Offset

...tside (4).xlsx 11/2/2010 4:14 PM

	0	1	2	3	4	5	6	7	8	9	10	
						Week Ending						
	10/22/10	10/29/10	11/05/10	11/12/10	11/19/10	11/26/10	12/03/10	12/10/10	12/17/10	12/24/10	12/31/10	Total
Beginning Cash Balance		$ (5,223)	$ (1,834)	$ (2,478)	$ (2,357)	$ (2,774)	$ (2,745)	$ (3,069)	$ (3,520)	$ (4,162)	$ (4,239)	$ (5,223)
Receipts (A)												
Ford Tooling		-	-	291	-	-	-	-	-	-	-	291
TRW Tooling		-	-	-	-	-	-	-	-	-	-	-
HST Credit		-	-	220	-	-	-	220	-	-	-	440
Ford/GM Sales		5,167	1,061	977	977	977	977	895	895	895	895	13,716
Ford/GM Sales Offsets		(207)	(42)	(39)	(39)	(39)	(39)	(36)	(36)	(36)	(36)	(549)
less: Freight Payment		(1,347)										(1,347)
Bendix Sales (Deutsche Bank Factoring)		220	204	244	244	244	244	213	213	213	213	2,253
less: Bendix Sales (Deutsche Bank Factoring) Offset		(9)	(8)	(10)	(10)	(10)	(10)	(9)	(9)	(9)	(9)	(90)
Maple Financing (TRW/Gates/Getrag)		(15)	320	187	187	187	187	164	164	164	141	1,685
less: Maple Financing (TRW/Gates/Getrag) Offset		0	(10)	(6)	(6)	(6)	(6)	(5)	(5)	(5)	(4)	(51)
Other Primary Customer Sales		187	287	100	167	147	147	80	147	147		1,407
Par Customer Participation Purchase / Inventory		1,100	-	-	-	-	200	-	-	-	563	1,863
Total Receipts		$ 5,097	$ 1,812	$ 1,964	$ 1,520	$ 1,500	$ 1,700	$ 1,523	$ 1,369	$ 1,369	$ 1,764	$ 19,619
Disbursements (B)												
Material Vendors												
Metal		(400)	(400)	(400)	(400)	(400)	(400)	(400)	(400)	(400)	(150)	(3,750)
Components		(133)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(50)	(983)
Sub Rice Tool & Mant		(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	-	(180)
Sub Contech		(92)	(30)	(30)	(30)	(30)	(30)	(30)	(30)	(30)	-	(332)
Sub Gulan/Other		(200)	(125)	(125)	(125)	(125)	(125)	(125)	(100)	(100)	-	(1,150)
Sub Linamar		-	-	(230)	-	-	-	(230)	-	-	-	(460)
Linamar Tooling[4]		-	-	(25)	-	-	-	-	-	-	-	(25)
Other Trade AP		(442)	(300)	(300)	(300)	(300)	(300)	(300)	(300)	(300)		(2,842)
Crtical Vendor AP		(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(50)
Payroll/Benefits												-
Payroll + Taxes		(230)	(650)	(230)	(650)	(230)	(650)	(230)	(650)	(230)	(660)	(4,410)
Payroll Benefits		-	(150)	(35)	-	-	-	(150)	(35)	-	-	(370)
GM Sorting expense		-	-	(60)	-	-	-	(60)	-	-	-	(120)
Pivitol/All Staff/Contact		(40)	-	(20)	(120)	-	-	(20)	(120)	-	-	(320)
Debt Service												-
RBC Leases		-	(53)	(24)	(50)	-	(12)	(65)	(45)	-	-	(249)
Debt Service - Interest		-	(25)	-	-	-	(25)		-	-	(25)	(75)
Operational/Property Maintenance												-
Rent/Property Taxes		(51)	(40)	-	-	(51)	(40)		-	(51)	(40)	(273)
Utilities		-	(336)	(130)	-	(90)	(190)	(130)		(90)	-	(966)
Insurance Genl/Sec deposit		(11)	-	-	-	(11)	-	-	(70)	(11)	-	(103)
Capex/Tooling												-
Furnace Rebuild/Chiron Option		-	-	-	-	-	-	-	-	-	-	-
Ford 1754				-	-	-		-	-		-	-
Ford Fox Tooling				-	-	-		-	-		-	-
DSM (Chiron) Lease		-	(18)	-	(27)	-	(18)	-	(27)	-	-	(90)
Other												-
Professional Fees - Non RBC		(84)	(79)	(79)	(79)	(79)	(79)	(79)	(79)	(79)	(57)	(773)
Professional Fees - RBC		-	(125)	(30)	(30)	(30)	(30)	(30)	(30)	(30)	(30)	(365)
Other		-	-	-	-	-	-	-	-	-	-	-
EDC		-	-	-	-	-	-	-	-	-	-	-
Total Disbursements		$ (1,708)	$ (2,456)	$ (1,843)	$ (1,936)	$ (1,471)	$ (2,024)	$ (1,974)	$ (2,011)	$ (1,446)	$ (1,017)	$ (17,886)
Operating Cash Flow (A+B)		3,389	(644)	121	(416)	29	(325)	(451)	(642)	(77)	748	1,733
Ending Cash Balance	$ (5,223)	$ (1,834)	$ (2,478)	$ (2,357)	$ (2,774)	$ (2,745)	$ (3,069)	$ (3,520)	$ (4,162)	$ (4,239)	$ (3,491)	$ (3,491)
Borrowing Base												
RBC Accounts Receivable												
Beg A/R Balance		7,379	3,516	3,254	3,396	3,472	3,547	3,482	3,593	3,636	3,680	7,379
plus: Ford/GM /Other Sales		1,711	1,691	1,671	1,671	1,651	1,511	1,511	1,511	1,511	-	14,439

Burlington Technologies Industries
Cash Flow Forecast
(CAD 000's)

50% Bank reduction in fees
0% Decrease in Reserves
4% Offset

utside (4).xlsx 11/2/2010 4:14 PM

	0	1	2	3	4	5	6	7	8	9	10	
						Week Ending						
	10/22/10	10/29/10	11/05/10	11/12/10	11/19/10	11/26/10	12/03/10	12/10/10	12/17/10	12/24/10	12/31/10	Total
less: offset		(207)	(42)	(39)	(39)	(39)	(39)	(36)	(36)	(36)	(36)	(549)
less: Cash Received		(5,147)	(1,305)	(1,038)	(1,104)	(1,084)	(1,084)	(939)	(1,006)	(1,006)	(859)	(14,574)
Ending A/R Balance		3,736	3,859	3,848	3,924	3,999	3,935	4,018	4,062	4,106	2,785	6,696
A/R Ineligibles												
Bendix Sales		220	220	220	220	220	220	220	220	220		1,980
TRW/Gates/Getrag Sales		-	385	232	232	232	232	206	206	206		1,931
Total Ineligibles		(220)	(605)	(452)	(452)	(452)	(452)	(426)	(426)	(426)	-	(3,911)
Eligible A/R		3,516	3,254	3,396	3,472	3,547	3,482	3,593	3,636	3,680	2,785	2,785
% Advance		90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%
Available RBC A/R Borrowings		3,164	2,929	3,057	3,125	3,193	3,134	3,233	3,273	3,312	2,506	2,506
RBC Inventory												
Raw Materials		524	524	524	524	524	524	524	524	524	445	445
WIP		1,737	1,737	1,737	1,737	1,737	1,737	1,737	1,737	1,737	1,477	1,477
Finished Goods		1,496	1,496	1,496	1,496	1,496	1,496	1,496	1,496	1,496	1,271	1,271
Ineligible (neg)		(120)	(120)	(120)	(120)	(120)	(120)	(120)	(120)	(120)	(120)	(120)
Inventory Net		3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,636	3,073	3,073
% Advance		60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Available Inventory Borrowings		2,182	2,182	2,182	2,182	2,182	2,182	2,182	2,182	2,182	1,844	1,844
Prior Ranking Claims												
Pension CWIPP		(1,450)	(1,486)	(1,522)	(1,558)	(1,594)	(1,630)	(1,666)	(1,702)	(1,738)	(1,774)	(1,774)
Vacation		(724)	(724)	(724)	(724)	(724)	(724)	(724)	(724)	(724)	(724)	(724)
Borrowing Base		**3,172**	**2,900**	**2,992**	**3,024**	**3,056**	**2,962**	**3,025**	**3,029**	**3,032**	**1,852**	**1,852**
Borrowing Commitment [1]		5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Borrowing Base Limited by Commitment		**3,172**	**2,900**	**2,992**	**3,024**	**3,056**	**2,962**	**3,025**	**3,029**	**3,032**	**1,852**	**1,852**
Outstanding Loan		(1,834)	(2,478)	(2,357)	(2,774)	(2,745)	(3,069)	(3,520)	(4,162)	(4,239)	(3,491)	(3,491)
Total Availability		**$ 1,338**	**$ 422**	**$ 635**	**$ 251**	**$ 311**	**$ (107)**	**$ (495)**	**$ (1,134)**	**$ (1,207)**	**$ (1,639)**	**$ (1,639)**

Footnotes:

[1] Assumes Bank will extend $500,000 bulge agreement post 10.31.10

[2] Assumes Holiday Break

[3] Intentionally left blank

[4] Linamar Tooling A/P of $125k potentially pushed out to January

[5] Does not include $100k of Bendix Tooling A/R on Nov 9.

Exhibit B

Access Agreement

Exhibit C

Supplier Owned Tooling

BTI Owned Customer Specific Tooling

Tool I.D. #	Description	BTI Job Number				Inventory	Key Part #	Key Customer #
		1	2	3	4			
1	Reamer – 1418,1419	3C3E-6B280-AA Ford Windsor	3C3E-6B284-AA Ford Windsor	F7UE-6C267-AB Ford Windsor		6	1273E	F6ZE-8A587-BA
5	1.5mm Oil Drill – 1446	XW4E-6B280-AF Ford Cleveland				13		
9	Short Reamer – 1432,1434	F7UE-6C266-AB Ford Windsor	4C3E-6C272-CA Ford Windsor			24	1417H	XW4E-8A586-AC
15	Ball End Mill – 1432,1433	F7UE-6C266-AB Ford Windsor	F7UE-6C267-AB Ford Windsor			11		
16	3 mm Oil Drill – 1446	XW4E-6B280-AF Ford Cleveland				7	1417N	S4100089 (CZECH)
17	4.5 mm Oil Drill – 1432	F7UE-6C266-AB Ford Windsor				11		139905 (USA)
53	VM Face Mill Insert	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			51		(XW4E-8A586-AD)
54	Insert – Twin Head Bore - 1434	4C3E-6C272-CA Ford Windsor				9		
104	3/32" End Mill – 1434	4C3E-6C272-CA Ford Windsor				11	1417R	139915
109	Parlec Twin Head Bore - 1434	4C3E-6C272-CA Ford Windsor				2		(XW4E-6A586-BC)
113	Oil Slot Cutter – 1419 – VM1	3C3E-6B284-AA Ford Windsor				4		
138	L.H. Cartridge - Cam Cap Boring	3C3E-6B280-AA Ford Windsor	XW4E-6B280-AF Ford Cleveland	XW4E-6B280-BE Ford Cleveland		20	1418C	3C3E-6B280-AA
140	Thrust Cutter – 1446	XW4E-6B280-AF Ford Cleveland				7	1433A	F7UE-6C267-AB
151	Boring Bar - Single Insert	3C3E-6B280-AA Ford Windsor	XW4E-6B280-AF Ford Cleveland	XW4E-6B280-BE Ford Cleveland		2		
165	Thrust Face Cutter – 1434	4C3E-6C272-CA Ford Windsor				1	1419C	3C3E-6B284-AA
170	Reamer Bushing - VM1	3C3E-6B284-AA Ford Windsor				25	1432A	F7UE-6C266-AB
194	Face Mill Insert - CNC's	F7UE-6C266-AB Ford Windsor	F7UE-6C267-AB Ford Windsor			19	1434E	4C3E-8C272-CA
212	7mm 3 Flute Carbide Drill: 1432, 1434	F7UE-6C266-AB Ford Windsor	4C3E-6C272-CA Ford Windsor			6		
267	18.0 mm Carbide Spiral Flute Drill – VM10	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			7	1446F	XW4E-6B280-AF
288	1/4 - 18 NPSF Tap - 3" OAL	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			10	1447E	XW4E-6B280-BE
269	14.0 mm 3 Flute Carbide Drill - OFA's	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			15		
270	Insert - VM10 Barrel	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			16	1505G	1L2E-6881-EC
359	Ramstar Boring Cartridge For Variomatics – RC-1318-6	3C3E-6B280-AA Ford Windsor	XW4E-6B280-AF Ford Cleveland	XW4E-6B280-BE Ford Cleveland	3L3E-6B284-CA Ford Annex	4		
368	Boring Bar – 1555 Half Bore, VM11	3L3E-6B284-CA Ford Annex				1	1541H	VP7W1C-3550-AA
370	M6 x 1.0 Thriller - Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	9M8E-8A586-CA Ford Lima		4	1542B	VP8W7C-3550-AA
371	PCD Thrust Groove Cutter – 1555	3L3E-6B284-CA Ford Annex				3		
375	Fullerton .020 Slitting Saw - 1555	3L3E-6B284-CA Ford Annex				4	1546D	F-556975.01-0011
376	PCD Insert For 1418, 1555 Facemill	3C3E-6B280-AA Ford Windsor	XW4E-6B280-AF Ford Cleveland	XW4E-6B280-BE Ford Cleveland	3L3E-6B284-CA Ford Annex	18		
378	RC-1457-6 Boring Bar Cartridge – 1555	3L3E-6B284-CA Ford Annex				9	1547C	F-556974.01-0011
381	Cartridge For 1555 Facemill	3L3E-6B284-CA Ford Annex				6		
392	Komet Front Tool For Barrels	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			4	1555A	3L3E-6B284-CA
410	Swivot Swivel Clamps – VM10	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			2		
427	Diamond Locator – VM10 A-Load	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			4		
470	Clamp @ A-load – VM10	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			3	1639D	F-392766.14-0711
471	Komet – VM10, XD40 15530 TX6	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			5		
472	Komet Insert W/chipbreaker – 1418 Bore	3C3E-6B280-AA Ford Windsor	XW4E-6B280-AF Ford Cleveland	XW4E-6B280-BE Ford Cleveland	3L3E-6B284-CA Ford Annex	29	1674C	9T4E-8A586-AA
497	4.5 mm Carbide Drill – 1434	4C3E-6C272-CA Ford Windsor				2		
505	M22 Bore Inserts For New Port Cutter - OFA's	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			24	1676C	9U3E-8A586-AA
506	Small Face Inserts For New Port Cutter - OFA's	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			16		
507	Large Face Inserts For New Port Cutter - OFA's	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			21	1879D	8M8E-8A586-CA
512	Coolant Through Step G-Drill W/7.0 mm Lead	3L3E-6B284-CA Ford Annex				18		
520	5.18 mm Gun Drill	83417-STK-A110-M1 GTI				5		
522	PCD Form Tool, 1680/82 B-Datum, 250742/001024	7T4E-6881-EJ Mazda Hiroshima	7T4E-6881-DJ Mazda Hiroshima			3	1681F	7T4E-6881-EJ
523	7.2MM Coolant Thru Carbide Drill	7T4E-6881-EJ Mazda Hiroshima	7T4E-6881-DJ Mazda Hiroshima			12		
525	M22 x 1.5mm Thread Mill	7T4E-6881-EJ Mazda Hiroshima	7T4E-6881-DJ Mazda Hiroshima	AT4E-6881-CD Ford Lima	AT4E-6881-DD Ford Lima	7	1683F	7T4E-6881-DJ
526	Predrill For NWD Ports, 1680, 1682	7T4E-6881-EJ Mazda Hiroshima	7T4E-6881-DJ Mazda Hiroshima			11		
529	16mm Carbide Step Drill, TT1732 For 1680	7T4E-6881-EJ Mazda Hiroshima				11	1698A	9L3E-6881-BA
530	Long Predrill For NWD Port, TT1729	7T4E-6881-EJ Mazda Hiroshima				5		
531	Short Predrill For NWD Port, TT1730	7T4E-6881-EJ Mazda Hiroshima				23	1704C	83417-STK-A110-M1
533	Carbide Drill & Chamfer For 1/4-18 NPSF, VM10	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			10		
539	B-Load Clamp Arm For VM10	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			2	1725A	AL3E-6881-CA
581	Standard Carbide Insert For Water Outlets	3L3E-8594-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	AT4E-8A586-EA Ford Lima		39		
585	Short Drill Bushing - 1704	83417-STK-A110-M1 GTI				15		
586	Long Drill Bushing - 1704	83417-STK-A110-M1 GTI				7		
587	Carbide Insert For D35 Filter Face Cutter	AT4E-8881-CD Ford Lima	AT4E-8881-DD Ford Lima			24		
591	Sandvik PCD Inserts For 1434	4C3E-6C272-CA Ford Windsor				12		
592	19mm Step Drill For Makino, Short	9T4E-8A586-AA Ford Lima				7		
593	Barrel Profile Tool, Makino	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	9M9E-8A586-CA Ford Lima	AT4E-8A586-EA Ford Lima	8		
594	42.93mm PCD Reamer, Unimerco 250742/000852	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima			2		
595	5.5mm Drill & Chamfer Tool	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		23		
597	8mm Drill & Chamfer	9T4E-8A586-AA Ford Lima				6		
598	19mm Step Drill For Makino, Long	AT4E-8A586-EA Ford Lima				11		
599	42.93 PCD Reamer, Komet 596.30.056	AT4E-6A586-EA Ford Lima				4		
622	Serrated Adjustable Gripper, MCTH-08125x35, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		14		
623	Clamp Pad, CL-1-JRB, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		17		
624	Spring Pusher, CL-10-SLP-1, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		6		
625	Eccentric Bushing, CL-10-SL PE, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		3		
626	Spring Pusher Body, CL-10-SLPR-1, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		9		
627	OP10 Center Locator, 1284-006, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		3		
628	OP20 Center Locator, 1284-011, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		3		

629	OP10 Spring Pin, 1284-009, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		7
630	OP20 Spring Pin, 1284-010, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		20
631	Ball Spring Pusher, 1284-013, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		12
632	Modified M12 x 1.75 SHCS, 1284-201, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		26
633	Modified M8 x 40 SHCS, 1284-202, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		14
637	Modified Clamp Arm, 1284-200, Makino's	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		20
642	VM10 Center Clamp Arm, D5535-00FB-5 Detail 14	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			3
643	Fairlane Rest Pad, SRP-82-C, VM10	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			8
645	Komet PCD Barrel Form Mill, 493.40.4002	9T4E-8A586-AA Ford Lima	9U3E-8A586-AA Mazda Hiroshima	8M8E-8A586-CA Ford Lima		1
648	Emuge M6 Roll Tap, 4" OAL	AT4E-6881-DD Ford Lima				6
651	Carbide G-Drill For M22 Thread	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			5
652	PCD Cartridge, EDR-100-031-E1W4, 1749	A0025741 TRW				7
653	PCD Form Cutter, RD1540, 1749/50	A0025741 TRW	A0014133 TRW			2
657	1.0 MM Thread Mill Insert, EDP #85238, 1749	A0025741 TRW				28
661	PCD Insert, TPGW-21.51F, 1749/50	A0025741 TRW	A0014133 TRW			11
664	Carbide Boring Bar Insert, TPGX1303ZPRGD, 1749	A0025741 TRW				21
665	PCD Cartridge, SDR-100-031-E1W4, 1749/50	A0025741 TRW	A0014133 TRW			32
668	PCD insert, TCMW-32.52LF, 1749	A0025741 TRW				18
669	PCD insert, SPGW-32.51LF, 1749	A0025741 TRW				8
670	Integral PCD Reamer, 595.30.4005, 1749	A0025741 TRW				1
672	7.0 End Mill, 12227560, 1749	A0025741 TRW				21
673	6.44 MM TX Drill, 1759229-01, 1749	A0025741 TRW				10
674	Flat Bottom Drll W/chamfer, ZF1580D305108298V, 1749	A0025741 TRW				13
675	5.8 MM TX Step Drill, 1759412-01, 1749	A0025741 TRW				15
678	12.7 MM Ball Nose End Mill, #23232, 1749	A0025741 TRW				8
679	PCD Stepped Cutter, RD1538, 1750	A0014133 TRW				2
682	7.0 MM End Mill W/Chamfer, ZE382XD275809203P, 1750	A0014133 TRW				8
683	Integral PCD Cutter, RD1537, 1750	A0014133 TRW				3
684	Cogsdill Deburring Tool, CP-21	1L2E-6881-EC Ford Romeo	9L3E-6881-BA Ford Windsor			5
686	Carbide C-Bore Drill, UV9502830, 1788	BC3Q-3K738-AA Ford Chihuahua				2
688	Carbide C-Bore Drill, UV9502850, 1788	BC3Q-3K738-AA Ford Chihuahua				7
689	Carbide Step Drill, UV9502860, 1788	BC3Q-3K738-AA Ford Chihuahua				8
690	Carbide Step Drill, UV9502870, 1788	BC3Q-3K738-AA Ford Chihuahua				8
691	Carbide Step Drill, UV9502880, 1788	BC3Q-3K738-AA Ford Chihuahua				6
692	Carbide G-Drill, 14.5 MM, 1765	AT4E-6881-CD Ford Lima				3
693	Carbide Port Tool, 212861/001556, 1765/68	AT4E-6881-CD Ford Lima	AT4E-6881-DD Ford Lima			1
694	Carbide Straight Flut Drill, 212860/000353, 1765/68	AT4E-6881-CD Ford Lima	AT4E-6881-DD Ford Lima			8
695	Carbide Spiral Flute Drill, 212910/001480, 1768	AT4E-6881-DD Ford Lima				8
696	Carbide Spiral Flute Drill, 212850/004069, 1768	AT4E-6881-DD Ford Lima				5
697	Carbide Straight Flute Drill, 212860/000354, 1765/68	AT4E-6881-CD Ford Lima	AT4E-6881-DD Ford Lima			14
698	8 MM Carbide Straight Flute Drill, 1753	AT4E-8A586-EA Ford Lima				12
699	19 MM Carbide Straight Flute Drill, 1753	AT4E-8A586-EA Ford Lima				2
701	5.56 MM TX Drill, 1815397-01, 1750	A0014133 TRW				11
703	5.56 MM TX Step Drill, 1769837-01, 1750	A0014133 TRW				9
705	Integral PCD Cutter, RD1541, 1750	A0014133 TRW				2
706	1.5 MM Thread Mill Insert, TM25N150ISO, 1750	A0014133 TRW				12
708	1749, Carbide Boring Bar Body, T40	A0025741 TRW				1
709	Expanding Plug, Koenig MB-600-030	A0025741 TRW	A0014133 TRW			21
710	Expanding Plug, Koenig MB-600-040	A0025741 TRW	A0014133 TRW			24
711	Expanding Plug, Koenig MB-600-060	A0025741 TRW	A0014133 TRW			27
712	Expanding Plug, Koenig MB-600-080	A0025741 TRW	A0014133 TRW			156
713	Lee Compression Spring, LC-080-10M	A0014133 TRW				10
714	Pascal Swing Clamp Arm, CTH06-W1	A0025741 TRW				4
715	Ringspan Disc Pack, 080-4100-P2432-4	A0014133 TRW				2
716	Ringspan Disc Pack, 080-4100-P2422-5	A0025741 TRW				3
717	Part Marking Clamp Arm, Mod. Pascal CLH06-GL	A0014133 TRW				4
718	Part Marking Clamp Arm, Mod. Pascal CLH10-GL	A0025741 TRW				4
720	Pinion OP10 Locator Block, Detail 29	A0025741 TRW				8
721	Outboard OP20 Round Locator, Detail 11	A0014133 TRW				4
722	Position Retention Pin, MW-8-PRP-2	A0025741 TRW	A0014133 TRW			6
724	ER20 M6 Tap Collet, DIN 1420.06000.109	A0025741 TRW	A0014133 TRW			1
725	Greenfield Thread Mill Screw, EDP #85113	A0025741 TRW	A0014133 TRW			20
726	Pinion OP20 Pusher Nose, Detail 40	A0025741 TRW				22
727	OP20 Clamp Arm, Detail 4, Mod. Pascal CLH06-GL	A0014133 TRW				5
728	OP20 Clamp Arm, Detail 15, Mod. Pascal CLH10-GL	A0025741 TRW				4
729	PCD Milling Insert, R390-11T304E-P4-NL CD10	BC3Q-3K738-AA Ford Chihuahua				22
730	M5 Roll Form Tap, B521Q2000050	BC3Q-3K738-AA Ford Chihuahua				6
731	M8 Roll Form Tap, B521Q2000080	BC3Q-3K738-AA Ford Chihuahua				8
732	M10 Roll Form Tap, B521Q2000100	BC3Q-3K738-AA Ford Chihuahua				6
733	M6 x 2.5D Thriller, GF4422060060	BC3Q-3K738-AA Ford Chihuahua				5
734	PCD Profiling Mill	AT4E-8A586-EA Ford Lima				3
735	Round Locator Pin	AT4E-8A586-EA Ford Lima				8
736	Tapered Locator Pin	AT4E-8A586-EA Ford Lima				6
737	Carbide Step Drill, UV9502520	AL3E-10239-EB Ford Romeo				4

738	M10 x 1.5mm Roll Tap, TAS202038CR	AL3E-10239-EB Ford Romeo				2
739	Clamp Button, UDB 946035	AT4E-8A586-EA Ford Lima				6
741	Carbide Roll Form Tap, B19701000060	A0014133 TRW				15
742	Pinion OP20 Rest Pad, Detail 17	A0025741 TRW				4
743	Pinion OP20 Locating Knob, Detail 20	A0025741 TRW				1
744	Pinion OP20 Locating Knob, Detail 30	A0025741 TRW				0
745	Outboard OP20 Clamp Arm, Detail 8	A0014133 TRW				4
746	Outboard OP20 Clamp Arm, Detail 19	A0014133 TRW				4
747	Outboard OP10 Locating Knob, Detail 18	A0014133 TRW				17
748	Outboard OP10 Push Pull Block, Detail 26	A0014133 TRW				5
749	Outboard OP10 Clamp Arm, Detail 31	A0014133 TRW				4
750	Outboard OP10 Locator, Detail 35	A0014133 TRW				4
751	Clapp-Dico Milling Cutter, 30-SF03/08/RH, 1749	A0014133 TRW				1
752	Clapp-Dico Milling Cutter, 30-SF04/12/RH, 1750	A0014133 TRW				1
753	Clapp Dico Adjustment Screw, DLS-6, 1749/50	A0025741 TRW	A0014133 TRW			25
754	Clapp Dico Axial Adjustment Screws, SWS-38, 1749/50	A0025741 TRW	A0014133 TRW			10
755	Clapp Dico Wedges, HDW6EU4DD, 1749/50	A0025741 TRW	A0014133 TRW			5
756	Greenfield Thread Mill Body, EDP 85106, 1749/50	A0025741 TRW	A0014133 TRW			1
760	Large Carbide Port Tool, TT2476, 1725	AL3E-6881-CA Ford Romeo				5
761	Carbide Drill/Chamfer Tool, UV9502530, 1725	AL3E-6881-CA Ford Romeo				7
762	1/4-18 NPSF Roll Form Tap, EDP 02330-000, 1725	AL3E-6881-CA Ford Romeo				11
763	Long Flat Bottom Drill, UV9502540, 1725	AL3E-6881-CA Ford Romeo				7
764	Titex 3/8 Coolant Thru Carbide Drill, A6585TFT-3/8, 1788	BC3Q-3K738-AA Ford Chihuahua				2
765	Kennametal TM25D118L220Z5 Threadmill Body, 1750	A0014133 TRW				1
766	Carmex Thread Mill Body, SR 1180 J21-2, 1749	A0025741 TRW				1
767	7mm Stub Drill, HSCO TiAN, Sowa #134681, 1701	83417-STK-A110-M1 GTI				2
768	7mm Jobber Drill, HSCO TiAN, Sowa #134525	83417-STK-A110-M1 GTI				2
769	6.73MM Thru Coolant Carbide Drill, 1727	24230839 GM				14
770	5.45MM_5.11MM Coolant Thru Carbide Drill, 1727	24230839 GM				23
771	4.8MM Coolant Thru Carbide Drill, 1727	24230839 GM				6
772	6.39MM Coolant Thru Carbide Drill, 1727	24230839 GM				26
773	2MM Carbide Drill, 15041, 1727	24230839 GM				6
774	Weiler 8" Brush, 86118, 1727	24230839 GM				2
775	Pinion OP10 Rough Guide, Detail 3, 1749	A0025741 TRW				1
776	Single Point Boring Bar, 1759675, 1750	A0014133 TRW				1
777	Integral Step Bore Tool, 1800297-01, T52, 1749	A0025741 TRW				1
778	Integral Step Bore Tool, 1800296-01, T54, 1749	A0025741 TRW				1
779	M5 x .80MM HSS-E Roll Form Tap, TiCN Coated, 1727	24230839 GM				3
780	Outboard OP20 Locating Knob, Detail 9	A0014133 TRW				3
781	M6x1 Long Series Cut Tap, B0203000 0060, 1788	AT4E-6881-DD Ford Lima				9
782	Carbide Step Drill/Chamfer For M6 Cut Threads, 1768	AT4E-6881-DD Ford Lima				6
783	1.0 MM Thread Mill Insert, EDP #85227, 1749	A0025741 TRW				48
784	Insert, Sensor Hole Rougher, W83 13210.047710, 1749	A0025741 TRW				32
785	Sensor Hole Rougher, U10 71600 IP6, 1749	A0025741 TRW				1
789	Weiler 4" Brush, 86113, 1727	24230839 GM				8
790	Unimerco 19mm PCD Drill, 210861/001177, 1873/75	9T4E-8A586-AA Ford Lima	1876-Mazda Hiroshima			1
791	Clapp-Dico Indexable End Mill, 30-WSSEM1.0/02/RHS, 1749	A0025741 TRW				1
792	Clapp-Dico Clamp Screws, 30-SWS32/LH, 1749	A0025741 TRW				4

G. Smith
October 20, 2010

BTI - Burlington Division Owned Customer Specific Tooling

BTI Job#	Customer/Part #/Name	Tool ID #	Description	Unit Price	Inventory	Inventory Value	Program Status
1722A	GM #24220854 4L60 Bell Hsg	PTOL060	690.110160C0050 DIH	$ 1,063.40	2	$ 2,126.80	Current production - finished part machining (this tool is obsolete)
		PT0L061	BTI-1722 Back CHA	$ 475.00	0	$ -	Current production - finished part machining
		PT0L062	BTI-1722 Carbide F	$ 178.00	0	$ -	
		PTOL069	TFD4922158007333E	$ 545.50	6	$ 3,273.00	
		PTOL065	STSCR08CA-11 CHA	$ 109.00	3	$ 327.00	
		PTOL066	TCGW 21.51J T22 CH	$ 3.50	3	$ 10.50	
		PTOL067	TT2076 REV#3 PDCS	$ 76.00	29	$ 2,204.00	
		PTOL063	TCMW-21.51 PDC-S	$ 42.51	11	$ 467.61	
		PTOL064	UFP11 RIGIBORE CA	$ 404.47	1	$ 404.47	
		PTOL098	CCGX 3(1.5)2-AL-H10	$ 12.73	14	$ 178.22	
		PTOL099	STFCR08CA-09 CART	$ 149.80	4	$ 599.20	
		PTOL100	TCGX 1.8(1.5)1-AL-H	$ 13.45	43	$ 578.35	
						$ -	
1645A	GM #24241166 Trans Case Adaptor	PTOL042	M10 X 1.50 D10 DOR	$ 30.89	7	$ 216.23	Current production - finished part machining
		PTOL024	BTI-1645-B 9.2 MM G-	$ 23.00	2	$ 46.00	
		PTOL056	VBMW 332 PCD INSERT	$ 54.00	26	$ 1,404.00	
		PTOL057	W32 039900 455 PCD	$ 82.25	5	$ 411.25	
		PTOL058	W32 139900 855 PCD	$ 82.25	12	$ 987.00	
		PTOL059	WE1 3/8" TAP COL	$ 42.33	5	$ 211.65	
						$ -	
1728	GM #24241250 6 Speed 4-5-6 CLU Piston	PTOL069	NG3094R KD 100 PCD	$ 200.00	4	$ 800.00	Current production - used for quality porosity checks only
						$ -	
1403	Visteon (Ford) #F50F-14A638-CB Heat Sink	PTOL070	"G" Drill 3.24MM DI	$ 126.50	2	$ 253.00	Obsolete Program - finished part machining
						$ -	
1575	Ford #6L1E-2C125-AA BRKT VAC PUMP MTG	TDRL039	M8x1.25	$ 47.88	4	$ 191.52	Service - finished part machining
		TDRL035	BTI-1575-1 "G" DRILL	$ 500.00	4	$ 2,000.00	
		TDRL036	BTI-1575-2 SLOT DRI	$ 68.50	8	$ 548.00	
		PTOL071	EMB 1501 INSERT H	$ 370.00	1	$ 370.00	
		PTOL072	WE 1 5/16 TAP COLL	$ 42.53	3	$ 127.59	
						$ -	
6008	Bendix #112386 Mntg Plate-Dual Brake Valve	PTOL032	BTI-6008-1 CUTTER "	$ 170.00	2	$ 340.00	Current production - finished part machining
		PTOL007	#240040MOD 1-1/4 R	$ 124.00	1	$ 124.00	
		PTOL053	.380 X .500 X 6.025	$ 250.00	2	$ 500.00	
						$ -	
1016A	Bendix #K025894 D-2 Govenor Body	TDRL002	8.5MM #207 HIGH HELIxDRILL	$ 12.95	8	$ 103.60	Current production - finished part machining
		TDRL005	1/4 STUB DRILL DORMER	$ 2.95	7	$ 20.65	
		TDRL007	1/8 COBOLT DRILL	$ 2.60	22	$ 57.20	
						$ -	
1234	Bendix #T-240344 D-2 Upper Spring Set	TDRL001	1/4-20 TAP DORMER	$ 8.00	5	$ 40.00	Obsolete Program - finished part machining
						$ -	
						$ -	
						$ 18,920.84	

A. Susi
November 2, 2010

Schedule 1

AP Calculation Date Payables
(Unless otherwise noted, all amounts are before Premium Freight Debits and Allowed Setoffs)

General Motors LLC $245,000 (some or all of these accounts may have been paid already)

Ford Motor Company $1,687,751 (all of these accounts have been paid per Ford's records)

TRW Odyssey Inc. $932,968.82

Bendix Commercial Vehicle Systems LLC $9,986.83

Schedule 2

Net Immediate" Payment Terms By Customer

The following is intended to provide a general description and good faith estimate of the accounts payables' system processing and timing of the Customers' respective administration of the Customers' "net immediate" payables systems. The actual timing of and payment for Component Parts shipments is dependent upon receipt of Component Parts by the Customers and the generation of a payable in the respective Customers' accounts payable systems.

1. Bendix – "Net immediate" means, in respect of Bendix, that for shipments of Component Parts confirmed as received by Bendix at the applicable receiving location (as specified in the Purchase Orders), Bendix pays for such shipments, on average, within seven (7) days following confirmed receipt.

2. Ford – "Net immediate" means, in respect of Ford, that for shipments of Component Parts confirmed as received by Ford at the applicable receiving location (as specified in the Purchase Orders), Ford pays for such shipments, on average, within seven (7) days following confirmed receipt.

3. GM – "Net immediate" is a payables system setting in the GM accounts payables system and provides generally that for Component Parts confirmed as received by GM at the applicable receiving location (as specified in the Purchase Orders), GM pays for such shipments, on average, within seven (7) to ten (10) days following confirmed receipt.

4. TRW – Although TRW does not have a payables system setting of "net immediate", for purposes of this Agreement, "net immediate" means that Burlington can expect that for Component Parts received by TRW at the applicable receiving location (as specified in the Purchase Orders), TRW pays for such shipments, on average, within seven (7) to ten (10) days following receipt.

This is **Exhibit "N"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

BURLINGTON ACCOMMODATION AGREEMENT

Bendix Commercial Vehicle Systems LLC ("Bendix"); Ford Motor Company ("Ford", together with Bendix, the "Customers", or individually, a "Customer"); Revstone Industries Burlington, Inc. ("Burlington"); the Royal Bank of Canada ("Lender"); Nelson E. Clemmens, in his capacity as trustee of (a) the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991, and a Trust Agreement dated August 17, 1992, as amended (the "Family Trust") and (b) the separate trusts created by the Family Trust and sometimes referred to as the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Megan G. Hofmeister, the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Scott R. Hofmeister, and the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Jamie S. Hofmeister (together with the Family Trust, the "1991 Trusts"); Douglas Holmes, in his capacity as trustee of (x) the Megan G. Hofmeister Irrevocable Trust, (y) the Scott R. Hofmeister Irrevocable Trust, and (z) the Jamie S. Hofmeister Irrevocable Trust, all under trust agreements dated June 17, 2004 (together with the Family Trust and the1991 Trusts, the "Trusts"); and Revstone Industries, LLC (together with the Trusts, the "Hofmeister Parties") hereby enter into this Accommodation Agreement (the "Agreement") as of the Effective Date (as defined below).

RECITALS

A. Pursuant to various purchase orders, schedule agreements, supply agreements and/or releases issued by the Customers and accepted by Burlington (collectively, the "Purchase Orders" or each individually, a "Purchase Order"), Burlington is obligated to manufacture each Customer's respective requirements of certain component parts, service parts or assembled goods (collectively, the "Component Parts" or individually, a "Component Part"). For certainty, Component Parts include service parts.

B. In accordance with the terms of an Accommodation Agreement effective November 1, 2010 (the "Prior Accommodation Agreement"), the Customers and certain other customers agreed to provide certain accommodations as set forth therein.

C. In accordance with the Prior Accommodation Agreement, the Customers, Burlington and the Lender have reached a Restructuring Agreement (as defined in the Prior Accommodation Agreement). It is a condition of the Restructuring Agreement that the parties enter into a revised form of accommodation agreement providing for the matters set out herein.

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. Effectiveness; Termination Date. This Agreement will become effective as of January 1, 2011, provided all parties execute and deliver to the other parties to this Agreement of the signature of each party's duly authorized representative (the "Effective Date"), and unless extended in a writing executed by the parties, this Agreement will end upon the earlier of: (i) December 31, 2011, or (ii) the date upon which an Event of Default (defined below) has occurred, this Agreement shall immediately end on the date of such occurrence (the "Termination Date). Notwithstanding anything contained in this Agreement, obligations and rights which arose under the Prior Accommodation Agreement before the date of this Agreement shall be unaffected.

2. Customer Accommodations:

(a) Pricing and Financial Terms. Each Customer has agreed to additional accommodations ("Customer-Specific Accommodations"), specific to its commercial relationship with the Supplier. These accommodations are described in a letter from Ford dated December 16, 2010, to be included in new Ford Purchase Orders, and for Bendix, are set out in the Schedule Agreements and related standard terms already in place (each called, for convenience, "Purchase Orders").

(b) Expedited Payment Terms – Post Effective Date Payables. For all Accounts Payable (defined below) the Customers will pay Burlington for shipments of Component Parts confirmed as received by the Customer at the receiving location specified in the Purchase Orders within 7 days following confirmed receipt, on average. The Customers will not assert setoff or deduction of any kind in respect of Accounts Payable other than Allowed Setoffs, subject to the Setoff Cap. Prior to claiming Allowed Setoffs for professional fees, the Customers shall provide Burlington with information concerning such Allowed Setoffs in sufficient detail to allow Burlington to identify the basis for the Allowed Setoffs being claimed. Bendix may continue to use its Deutsche Bank factoring program for its payables so long as such factoring arrangement provides the net equivalent benefit to Burlington as the expedited payment terms referenced in this Agreement.

(c) Setoff Limits. For purposes of this Agreement, "Allowed Setoffs" mean setoffs, deductions, or recoupment arising after January 1, 2011 for short shipments, misshipments, billing errors (including overpayments), defective or non-conforming products, premium freight debits incurred for shipments of Component Parts and professional fees and costs incurred in connection with Burlington. For certainty, Allowed Setoffs exclude any special, punitive or consequential damages. For the purposes of this Agreement, the "Setoff Cap" means Allowed Setoffs to a maximum of four percent (4%) of a payment of the face amount of that Customer's *bona fide* accounts payables arising from shipments made by Burlington through and including the Termination Date ("Accounts Payable"). If a Customer's Allowed Setoffs exceed the Setoff Cap, any unrealized portion of that Customer's Allowed Setoffs may be carried forward and set off against subsequent accounts payables ("Setoff Carry Forward") so long as that Customer does not exceed the Setoff Cap against any given payment of accounts payable for the production of Component Parts arising through the Termination Date. The Setoff Carry Forward may not be setoff or deducted from any other payment required to be made by the Customers

under this Agreement. The setoff limitations in this Agreement are for the benefit of the Lender only, and the Customers expressly reserve and do not waive all rights to assert setoffs against Burlington or any other parties.

(d) Non-Resourcing Covenant. On or before the Termination Date and absent an Event of Default, the Customers will not resource "Existing Business" (as defined below). For purposes of this Agreement: (i) "Existing Business" means current production under each Customer's issued Purchase Orders (as amended or supplemented by the Customer-Specific Accommodations) to Burlington. Notwithstanding the foregoing, the Customers are authorized to take all actions necessary to prepare for resourcing, including, and without limitation, entering into contingent agreements with alternative suppliers and otherwise making arrangements necessary to transition production. In relation to resourcing arising as a result of an Event of Default, if Burlington actually incurs exit costs, specifically limited to additional labor costs to stage tooling, inventory and specialty equipment for removal by a Customer and any physical damage caused by such removal ("Exit Costs"), these costs shall be paid to Burlington by the relevant Customer after the Customer's receipt of documentation, in form and content reasonably satisfactory to the involved Customer, substantiating Burlington's incurrence of Exit Costs. Any dispute concerning Exit Costs (an "Exit Dispute") shall be determined by a sole arbitrator, selected by agreement of the parties (the "Arbitrator") under the *Arbitration Act, 1991* (Ontario) (the "Arbitration Act"). If the parties cannot agree on the selection of an Arbitrator within seven (7) days of written notice putting an Exit Dispute to arbitration, any party may apply to the Ontario Superior Court of Justice, in a summary fashion, for an order nominating an arbitrator. The Arbitrator is empowered to determine any question of fact or law, including questions as to jurisdiction and questions as to remedies. The Arbitrator's decision on an Exit Dispute will be final and binding and there will be no appeal of that determination on any ground.

(e) Inventory Purchase. Each Customer agrees to purchase, upon the occurrence of the Trigger Event, all "Useable" and "Merchantable" (each as defined below) raw materials and purchased components related to its Component Parts and Useable and Merchantable finished Component Parts. The purchase price for the foregoing inventory will be (i) in the case of raw materials and purchased components, Burlington's actual cost (determined with reference to the applicable vendor's invoice issued to Burlington in the normal course of business), and (ii) in the case of finished Component Parts, the applicable Purchase Order price (the "Purchase Price"). Each Customer agrees to pay the Purchase Price for any inventory it is required to purchase under this subsection without setoff or deduction for any claims or rights Customer may otherwise have against Burlington, which rights and claims each Customer otherwise reserves and does not waive. Customers will only be obligated to purchase inventory under this subsection if the applicable inventory can be delivered to the applicable Customer within 30 days of the occurrence of a Trigger Event, free and clear of the Lender's security interests and liens and on the date of purchase, the involved Customer is reasonably satisfied that the inventory purchased is free and clear of applicable liens.

For purposes of this subsection:

"Merchantable" means of good quality, not defective and conforming to any applicable standards or specifications, including applicable Purchase Order specifications.

"Trigger Event" means the occurrence of any one or more of the following: (i) an Event of Default, if as a result Lender commences enforcement action; or (ii) the Termination Date, but only if on the Termination Date, the involved Customer is resourcing production of Component Parts from Burlington.

"Unsatisfied Releases" in the case of inventory related to current model year Component Parts, means the quantity of Component Parts provided in the releases, fabrication, raw material or similar authorizations issued by Customer to Burlington, minus the quantities of Component Parts shipped by Burlington after receipt of such releases and authorizations. In the case of service parts inventory, "Unsatisfied Releases" means no more than six times the average monthly purchases of such service parts by the Customer determined on a rolling 12 month basis. In the case of raw materials inventory and purchased components, "Unsatisfied Releases" means the quantity needed to produce the quantities contained in the releases, fabrication, raw material or similar authorizations issued by Customer to Burlington, minus the quantities used in the Component Parts shipped by Burlington after receipt of such releases and authorizations and in the Component Parts purchased pursuant to this subsection. Notwithstanding the forgoing, in the case of (i) raw materials or purchased components customarily purchased by Burlington, or (ii) Component Parts manufactured by Burlington, both by way of economic order quantities, "Unsatisfied Releases" means the quantity provided for under such economic orders, to a maximum of three months current production requirements, minus the quantities of raw materials or purchased components used in the Component Parts or the finished Component Parts shipped by Burlington after receipt of the relevant economic order quantity and in the Component Parts purchased pursuant to this subsection.

"Usable" means finished goods, raw materials, and purchased components (as the case may be) relating to the Component Parts that are not obsolete and are usable by the applicable Customer (or the Customer's alternative supplier(s) of the Component Parts) in connection with manufacturing the Component Parts for which the Customer has or will have Unsatisfied Releases.

(f) Deficit Funding. Commencing on the Effective Date and continuing through and including the Termination Date, if a total availability deficiency is reflected in a Budget (as defined below) for the Budget Week (as defined below) next following the date upon which the said Budget has been delivered (a "Cash Deficit"), the Lender will give the Hofmeister Parties and the Customers written notice of the Cash Deficit ("Cash Deficit Notice") and the Hofmeister Parties will have the obligation to fund all of the Cash Deficit. The Hofmeister Parties will fund the Cash Deficit to which the Cash Deficit Notice relates no later than one business day after its delivery. In the event that a Cash Deficit is not funded within the time provided, an Event of Default will have occurred under this Agreement and, the Customers will have the option, but not the obligation, ("Deficit Funding Option") to fund all (but not part) of any Cash Deficit. If the Customers elect to exercise the Deficit Funding Option, they will do so by delivering to the Lender and Burlington a notice in writing ("Deficit Funding Notice") within one business day of the Hofmeister Parties' failure to fund the Cash Deficit in the time provided, stating that the Customers will exercise a Deficit Funding Option, and by funding the Cash Deficit to which the Deficit Funding Notice relates no later than two business days after its delivery. Once the

Customers pay the Cash Deficit, the Hofmeister Parties' Event of Default for failure to pay the Cash Deficit will be deemed cured. In the event that a Deficit Funding Option is not completed within the time provided, the Event of Default will not have been cured under this Agreement. For clarity, the Customers may exercise the Deficit Funding Option on multiple occasions under this Agreement.

(g) Funding Mechanism. Each share (as determined pursuant to a separate agreement among the Customers) of the Cash Deficits will be funded by the Customer, at its own election in its sole discretion, (x) purchasing fully subordinated last-out participations in Lender's working capital loans to Burlington in an amount equal to such Customer's Share (the "Participations"), or (y) paying a lump-sum surcharge to Burlington, which surcharge shall be fully subordinated to the Lender and on a last out basis. The Lender agrees to sell the Participations to the Customers pursuant to a participation agreement in form and content acceptable to the Lender and the Customers and to allow the amount of the Participations to be used by Burlington to satisfy its Cash Deficits. The parties agree that all funding by the Customers contemplated in the Prior Accommodation Agreement has been made. Burlington and the Hofmeister Parties agree that any and all repayment of debt by Burlington to the Hofmeister Parties or any of their affiliates, including shareholders, will be subordinate to repayment of the advances made by the Customers under the Prior Accommodation Agreement ("Customer Advances") and to all amounts owing to the Lender. The Hofmeister Parties agree that they defer all rights to payment of fees (of any kind) payable by Burlington to the Hofmeister Parties or any of their affiliates, including shareholders, until such time as all amounts owing to the Lender and the Customer Advances are paid in full. Any amounts advanced to Burlington by the Hofmeister Parties in relation to Cash Deficits shall be fully postponed and subordinated to the claims of the Lender and to the Customer Advances and the Hofmeister Parties shall be prohibited from exercising any rights (security or otherwise) against Burlington in respect of such advances until all amounts owing to the Lender and the Customer Advances are paid in full. The forgoing is in addition to and not in substitution for the obligations and restrictions provided for under the Loan Documents (defined below) in relation to payments by Burlington to Affiliates (as defined under the Loan Documents).

3. Lender's Accommodations:

(a) Forbearance. Subject to the occurrence of a "Lender Termination Event" (as defined below), Lender will extend financing to Burlington on existing terms and conditions under the credit agreements and all related documents in place between the Lender and Burlington (collectively, the "Loan Documents"), as such existing terms are modified in accordance with this Agreement and otherwise forbear from enforcing its rights and remedies prior to the Termination Date. For purposes of this Agreement and the Loan Documents, "Lender Termination Event" means (i) the breach by Burlington of one of more of the covenants set out in Schedule 1 attached hereto; and, (ii) the occurrence of an Event of Default under subparagraph 7(c) (other than as a result of default by the Lender) or 7(d) of this Agreement, in each case subject to the Lender providing the Customers and Burlington notice in writing of such event ("Lender Termination Notice") and the breach or Event of Default not having been fully cured by the Customers or Burlington within two (2) business days of the delivery of a Lender Termination Notice, except an Event of Default under 7(d) or a breach of section 14 of Schedule 1 to this Agreement, in respect of which payment of Excess Cash Deficits must be made within the time prescribed by section 2(f) above.

(b) Loan Amendments. In order to effectuate the terms of this Agreement, subject to the occurrence of a Lender Termination Event, Lender will either amend the Loan Documents, or, at Lender's discretion, temporarily permit non-compliance with the Loan Documents, so as to provide, in each case from the Effective Date through the Termination Date, as follows:

(i) Facility 1 (the working capital line) shall be subject to the following limits:

a. from January 1, 2011 to March 31, 2011, the lesser of:

(1) $3,250,000.00; and,

(2) the Borrowing Limit (as defined below).

b. from April 1, 2011 to June 30, 2011, the lessor of:

(1) $2,750,000; and,

(2) the Borrowing Limit (as defined below);

c. from July 1, 2011 to December 31, 2011, the lesser of:

(1) $2,250,000.00; and,

(2) the Borrowing Limit, as defined below;

(ii) the Borrowing Limit shall be determined in accordance with the Credit Agreement dated June 12, 2009 between the Lender and Burlington, except that 60% of Unencumbered Inventory and 90% of Good EDC

Accounts Receivable (both as defined under the Loan Documents) shall be allowed in the calculation of the Borrowing Limit.

(iii) the Lender will permit deferral of the rent/lease payments required under the Loan Documents for the first 3 months of 2011 (the "2011 Deferrals"), on condition that the amount of the 2011 Deferrals shall be amortized over a nine month period and added to regular rent/lease payments coming due on and after April 1, 2011, such that the full amount of the 2011 Deferrals are paid to the Lender by December 31, 2011.

(iv) the Lender will permit deferral of 50% of required rent/lease payments for the months of November and December 2010 ("2010 Deferral"), as provided for pursuant to the Prior Accommodation Agreement, shall be extended. The 2010 Deferral shall be amortized over a twelve month period and added to rent/lease payments coming due on and after January 1, 2012, such that the full amount of the 2010 Deferral shall be paid to the Lender by December 31, 2012.

(v) Absent consultation with and the prior agreement of the Customers, the Lender will refrain from setting additional reserves in the working capital loans in respect of claims of a different type or character than those currently reserved for, except where any law, statute or regulation provides for a claim that ranks in priority to the Lender's claims and security, in which case the prior agreement of the Customers shall not be required. Without limiting the forgoing, the Lender may reserve for accrued but unpaid CWIPP pension plan contributions consistent with current practice.

(c) Consents. Lender consents to and agrees to be bound by the Access Agreement, IP License, Tooling Acknowledgment and Option (as such terms are defined below), and agrees that if Burlington refuses to cooperate with the Customers, agrees to such Customers' rights as if Burlington had previously provided its consent.

4. Burlington's Accommodations:

(a) Production and Cooperation. Burlington will continue to manufacture Component Parts for the Customers in accordance with the terms of the Customers' respective Purchase Orders and related releases. Available capacity will be first utilized on an equitable basis to produce each Customer's ordinary course of business requirements. If, however, Burlington has a shortage of capacity, Burlington will allocate available capacity such that each Customer bears equitably the impact of the capacity shortage.

(b) Budget. Each week from the Effective Date to the Termination Date, Burlington shall produce and deliver to the Lenders and the Customers a rolling 13 week cashflow, prepared on a basis and including such line items as are acceptable to the Lender and the Customers (the "Budget"). Burlington agrees to conduct its operations in accordance with the terms of the Budget. The first such Budget is attached hereto as Exhibit A and each Budget delivered in

accordance with this Agreement from time to time shall be deemed to constitute Exhibit A to this Agreement at the relevant time. "Budget Week" means the 7 day periods into which the Budget is divided

(c) Receivership. Subject to the other provisions of this Agreement, Burlington will cooperate with the Lender and the Customers in the appointment by the Lender of a Receiver or interim Receiver, as the case may be, over Burlington that is acceptable to the Lender and the Customers (each acting reasonably) as and when required by the Lender and the Customers.

(d) Access Agreement. Enter into an Access and Security Agreement (the "Access Agreement") in form and substance acceptable to the Customers, the Lender, and Burlington, in form and content identical to that attached as Exhibit B.

(e) Tooling Acknowledgement. Burlington acknowledges and agrees that with the exception of "Supplier Owned Tooling" (as defined below), all "Tooling" (as defined below) used in the manufacture of Component Parts is owned by the applicable Customer (or its Customer) (collectively, "Customer Tooling") and the Customers have the right to remove all of their respective Customer Tooling upon demand without any further payment of any kind to Burlington, save and except for any Unpaid Tooling, in respect of which Customers shall make all payments required under applicable Purchase Orders in respect of such Tooling, subject to the dispute mechanism set forth below, before being entitled to remove same. For purposes of this subsection and this Agreement:

(i) "Tooling" means all tooling, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, and documentation (including engineering specifications, PPAP books and records and test materials), together with any accessories, attachments, parts, substitutions, replacements and appurtenances thereto, used in Burlington's business, other than the Supplier Owned Tooling.

(ii) "Supplier Owned Tooling" means the tooling described on Exhibit C, as the same may be supplemented from time to time by written notice from the Supplier to the Customers and the Bank, which tooling the Supplier claims it owns.

(iii) "Unpaid Tooling" means Customer Tooling in respect of which a balance remains owing by a Customer to Burlington in respect of such Tooling under a Tooling Purchase Order.

(iv) Dispute. If a dispute arises as to whether a particular item of tooling is Supplier Owned Tooling or Unpaid Tooling, the tooling subject to dispute is presumed to be Customer Tooling pending resolution of the dispute, and the applicable Customer will have the right to immediate possession of the tooling, but such tooling remains subject to any claim or right to payment (including tooling liens, if any, held by Burlington) for the disputed amount notwithstanding Burlington's relinquishment of possession. The rights contained in this subsection (e) are in addition to (and not in lieu of)

the Customers' rights under other agreements with Burlington, including Customers' rights under the Purchase Orders.

(v) Nothing in this section (e) will relieve a Customer of its obligations to make any payments called for by this Agreement. For convenience, the terms of this subparagraph (e) are referred to as the "Tooling Acknowledgement". The Tooling Acknowledgement will survive termination or expiration of this Agreement.

(vi) Care of Tooling. Burlington and the Hofmeister Parties jointly and severally agree that they are responsible for and indemnify the Customers as to each Customer's Tooling, for the care and condition of the Tooling and for the timely release and return of the Tooling pursuant to this Agreement and the Purchase Orders.

(f) Option.

(i) Burlington grants to each Customer an irrevocable and exclusive option ("Option") to purchase any Supplier Owned Tooling, any returnable containers or dunnage ("Production Material"), and any machinery or equipment and related or ancillary items which are owned by Burlington and dedicated to the manufacture, assembly or transport of Component Parts for a Customer ("Dedicated Equipment"), for a price (i) equal to, in the case of Dedicated Equipment, the gross orderly liquidation value as determined by an independent third party appraisal firm (on which the parties mutually agree), or in the case of Production Material, net book value, in each case on the date Customer exercises the Option; or (ii) agreed to by Burlington and Customer, with the prior consent of the Lender.

(ii) If any Dedicated Equipment is used for more than one Customer, then neither Customer may exercise its Option on that Dedicated Equipment unless both Customers consent. An Option may be exercised ("Exercise Period"), by written notice given to Burlington, immediately upon the occurrence of an Event of Default, the Option will remain open until the 30th day after Customer provides notice to Burlington that an Event of Default has occurred. More than one Option may be exercised, and Options may be exercised on more than one occasion and concerning any, some or all of the Dedicated Equipment, in each case, subject to the 30-day limitation described above. The parties agree to cooperate in good faith to develop a list of the Dedicated Equipment within 30 days after the Effective Date.

(iii) Any Dedicated Equipment purchased under this subsection (f) will be free and clear of the Lender's security interests and liens and on the date of purchase, the applicable Customer is otherwise reasonably satisfied that the sale is free and clear; provided, however, that if Dedicated Equipment

is sold to a Customer during a Court-supervised insolvency proceeding, a vesting order will be obtained in form and content reasonably satisfactory to the Customer and the Lender, to release and discharge applicable liens. Customers will also be granted (for no additional consideration) a non-exclusive, royalty-free, fully-paid, irrevocable, perpetual and fully transferable worldwide license to use all Intellectual Property (defined below) necessary to use and maintain the Dedicated Equipment to produce, manufacture, assemble, package, distribute, import and export, and sell Component Parts (the "Equipment License"), and derivatives, modifications and replacements thereof, free and clear of the Lender's security interests and liens. A Customer's right to use the Equipment License includes the right to grant one or more third-party sublicenses for the production, manufacture, assembly, packaging, distribution, import and export, and sale of Component Parts for the duration of the program life of the Component Parts and any past model service obligations for so long as Customer has such obligations under contract or otherwise applicable law to provide past model service parts. This subsection (f) is not intended to limit any rights granted to a Customer under its Purchase Orders, including rights concerning licensing and other Intellectual Property, but is intended to expand those rights. Moreover, nothing in this Agreement may be construed as an admission by a Customer of the validity of Burlington's claimed rights to Intellectual Property, including an admission that a license is required by a Customer to make, have made, sell, offer for sale and/or import its Component Parts. Each Customer will handle the Intellectual Property in accordance with the same practices employed by such Customer to safeguard its own intellectual property against unauthorized use and disclosure.

(g) Access. Burlington will provide the Customers and their designee(s), agent(s) and representative(s) reasonable access to the Customers' operations, books and records for the purposes of (i) inspecting and, if permitted subject to the terms of this Agreement, resourcing all Tooling involved with production of the Component Parts, (ii) monitoring production of the Component Parts (iii) meeting with Burlington's representatives, (iv) monitoring Burlington's compliance with the terms of the agreements and contracts between Burlington, on the one hand and the Customers, on the other, and (v) when permitted by this Agreement, resourcing.

(h) Resourcing Cooperation. If a Customer exercises its rights under this Agreement following an Event of Default (defined below) to move some or all of the Component Parts production to one or more replacement suppliers, Burlington will cooperate fully with the Customers' preparation for and effectuation of resourcing, including, without limitation, by providing the Customers copies of tool line-ups, tool processing sheets, bill of materials, PPAP packages and tool drawings and, by providing the Customers and their agents, representatives, designees, consultants, officers, employees and potential successor suppliers reasonable access to Burlington's manufacturing facilities.

(i) The Restructuring Plan, Financial Information and Reporting. Attached as Exhibit D is Burlington's restructuring plan ("Restructuring Plan"). Burlington will provide to the

Customers and the Lender and their designee(s) (i) all financial information and monthly reports as are reasonably requested by the Customers and the Lender, in addition to and not in substitution for the financial information, reports and other information which Burlington is currently required to provide and (ii) Burlington will provide monthly reports comparing actual performance to the Restructuring Plan. Burlington shall also provide reports as required by the Lender which reconcile Burlington's inventory purchases with the authorizations and releases given to Burlington by the Customers. The financial information and reports required by this subsection will be due within 30 business days after the end of each month.

(j) Other Customer Agreements. Burlington will not enter into any agreements containing terms more favorable to its other customers than the terms set forth in this Agreement and will ensure production scheduling on a reasonable and equitable basis. Burlington warrants that price increases for the Customers have been on the same percentage basis for both Customers. Pricing will be adjusted in the manner agreed with each Customer to reflect raw material index price changes, but reflecting agreed budget pricing considerations.

(k) Intellectual Property License. Burlington hereby grants to each Customer and its assignee(s) or designee(s) (i) an irrevocable, perpetual, fully paid, worldwide non-exclusive license to the Intellectual Property owned by Burlington and necessary for the manufacture of the Component Parts, and (ii) to the extent it's capable, an irrevocable sublicense to the Intellectual Property licensed to Burlington (to the extent that Burlington has the right to grant these sublicenses) to make, have made, use, have used, modify, improve, prepare derivative works of, distribute, display, offer to sell, sell, import and do all other things and exercise all other rights in the licensed or sublicensed Intellectual Property for production of the Component Parts for the Customer ("License"). The License shall extend to Component Parts supplied or to be supplied under Customers' existing Purchase Orders (as such purchase orders may be modified, amended or extended). This Section is not intended to limit any rights granted to Customers under their Purchase Orders, including rights concerning licensing and other Intellectual Property, but is intended to expand those rights. Moreover, nothing in this Agreement may be construed as an admission by Customers of the validity of Burlington's claimed rights to Intellectual Property, including an admission that a license is required by Customers to make, have made, sell, offer for sale and/or import their Component Parts. Customers will handle the Intellectual Property in accordance with the same practices employed by them to safeguard their own intellectual property against unauthorized use and disclosure. Customers or their designee will not use such Licenses until the occurrence of an Event of Default (as defined herein).

The term "Intellectual Property" means (i) all currently existing registered and applied-for intellectual property owned by Burlington (including, without limitation, all patents, patent applications, trademark registrations, trademark applications, copyright registrations, and copyright applications), (ii) all agreements for intellectual property licensed to Burlington, and (iii) any other intellectual property used in or to produce Component Parts (whether or not the intellectual property is identified, including, without limitation, unregistered copyrights, inventions, discoveries, trade secrets and designs, and regardless of whether those items are registerable or patentable in the future, and all related documents and software), which Burlington directly or indirectly sells to Customers.

5. Payment Instructions and Repayment. All amounts to be funded by the Customers or the Hofmeister Parties under this Agreement, shall be wire transferred, to the following Lender accounts, as applicable, in each case, in amounts denominated in Canadian Dollars or the equivalent amount in U.S. Dollars. Lender will convert any U.S.D. amounts to CDN denominated funds at the prevailing exchange rate in effect on the date of conversion:

USD Wire Instructions

PAY:	JP Morgan Chase Bank New York CHASUS33 ABA 021000021
Pay To/SWIFT:	ROYCCAT2
Beneficiary/For Account of	Revstone Industries Burlington, Inc. RBC TO Global Loans Admin
Address/Branch Transit No. Account No.	200 Bay St., Toronto 00002 000024005716
Attention	GLA USD

CAD Wire Instructions

PAY:	Royal Bank of Canada
Pay To/SWIFT:	ROYCCAT2
Beneficiary/For Account of	Revstone Industries Burlington, Inc. RBC TO Global Loans Admin
Address/Branch Transit No. Account No.	200 Bay St., Toronto 00002 000021026830
Attention	GLA CAD

Neither amounts funded by the Customers and/or the Hofmeister Parties under this Agreement nor Contributions paid in accordance with the Prior Accommodation Agreement shall be repaid, in full or in part, by Burlington while any amount is due and owing to the Lender, absent the Lender's consent in writing. Notwithstanding the foregoing, the Customers may receive

payments of proceeds of the Real Property or the Hofmeister Mortgages (as defined under the Prior Accommodation Agreement).

6. Reservation of Rights. Except to the extent expressly provided in this Agreement, the parties reserve and do not waive any claims, rights and remedies that they individually may have under the Purchase Orders, the Agreement, the Loan Documents and any other agreements between the parties and/or otherwise applicable law, and the parties 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/or otherwise applicable law.

7. Events of Default and Remedies. For purposes of this Agreement, the term "Events of Default" means:

(a) a breach under a Customer's Purchase Orders or related releases, the consequence of which the involved Customer believes in the exercise of its reasonable business judgment, is a substantial likelihood that the Customer will (i) experience an interruption in its production at one or more of its assembly plants within the 30 days following the said breach or (ii) be unable to satisfy its contractual obligations to its own customers;

(b) Burlington requests additional or further financial or related extra-contractual accommodations from the Customers (*i.e.*, beyond those provided in this Agreement) or cannot continue performing under a Customer's purchase orders absent the involved Customer agreeing to such additional accommodations (*i.e.*, beyond those provided in this Agreement);

(c) a material breach by the Customers or any of them, Burlington or Lender under this Agreement; or

(d) the existence of a Cash Deficit requirement which is not satisfied within the time and in the manner prescribed by this Agreement; or

Upon the occurrence of an Event of Default, a Customer will give written notice of same to the Lender and will have the right to: (i) resource production of some or all of its Component Parts in accordance with the terms of this Agreement; or, (ii) in accordance with section 4(c), above, with the Lender to seek the appointment of a Receiver over Burlington. In all cases, upon exercise of one or more of the remedies set forth in the preceding sentence, the exercising Customer must (i) continue to pay its payables on an expedited basis in accordance with this Agreement; (ii) if the Customer elects to not resource for a period, the Customer agrees to accept price increases or other accommodation as agreed with each Customer separately (and subject to Lender prior consent) in an amount sufficient to absorb its pro-rata share of current production (specifically excluding any successor liabilities and expenses; and (iii) continue the limitation of setoffs against any receivables generated following the Event of Default and purchase inventory in accordance with this Agreement.

Upon the occurrence of an Event of Default under subparagraph 7(c) or 7(d) above or a Lender Termination Event (subject to the cure rights with respect to Lender Termination Events set out in section 3(a) above), and after the expiry of term of this Agreement, the Lender's obligations in relation to the Forbearance and the Loan Amendments provided for under this Agreement shall terminate and the Lender shall have all of its rights under its Loan Documents,

as such rights existed prior to the execution of this Agreement, without amendment, waiver or compromise.

The above remedies upon an Event of Default are not exclusive and the applicable Customers will also have all rights and remedies available under otherwise applicable law.

8. Confidentiality. The parties agree that they will not disseminate, disclose or communicate, either directly or indirectly, any of the information contained this Agreement to any outside party other than its employees and professional advisors, provided that such outside party is subject to this same confidentiality provision. The parties will, in good faith, take all steps necessary to ensure that the contents of this Agreement are kept secret and confidential.

9. Notice. Any notice or other instrument to be given hereunder must be in writing and, except as otherwise provided in this Agreement, will be deemed to be duly given (i) if mailed, it will be deemed to be given three (3) days following the date of mailing, (ii) sent by facsimile or hand delivered to the party to whom such communication is intended to be given and any notice so delivered or sent will be deemed to have been duly given at the time of service on the day on which it was so delivered or (iii) by electronic mail to the addresses below with a pdf attachment. Until changed by notice in the manner described above, the addresses of the parties for the purpose of notice will be:

If to Bendix:	Bendix Commercial Vehicle Systems LLC 901 Cleveland Street Elyria, OH 44035 Attention: Robert J. Legato, Jr. Facsimile: 440-329-9203 Email: bob.legato@bendix.com
With a copy to:	Cassels Brock & Blackwell LLP 2100 Scotia Plaza 40 King Street West Toronto, Ontario, Canada M5H 3C2 Attention: Alison Manzer Facsimile: 416-350-6938 Email: amanzer@casselsbrock.com
If to Ford:	Ford Motor Company 20100 Rotunda Drive 3A033 Mail Code: MD-3042 Dearborn, Michigan 48124 Attention: Jennifer Tuton Facsimile: (313) 390-6654 Email: jpodesch@ford.com
With a copy to:	Miller, Canfield, Paddock and Stone, P.L.C. 150 W. Jefferson Ave., Suite 2500 Detroit, Michigan 48226

	Attention: Stephen S. LaPlante Facsimile: (313) 496-8452 Email: laplante@millercanfield.com
If to Burlington:	Revstone Industries Burlington, Inc. 2250 Thunderstick Suite 1203 Lexington, KY 40505 Attention: George Hofmeister Facsimile: ● Email: ●
With a copy to:	McDonald Hopkins LLC 39533 Woodward Avenue Suite 318 Bloomfield Hills, MI 48304 Attention: Stephen M. Gross Facsimile: 248-646-5075 Email: sgross@mcdonaldhopkins.com
If to Lender	Royal Bank of Canada 9th Floor, 20 King Street West Toronto, Ontario, M5H 1C4 Attention: Linda Vanderburgt Facsimile: (416) 974-8508 Email: linda.vanderburgt@rbc.com

With a copy to:	Gowling Lafleur Henderson LLP 1 First Canadian Place, 100 King Street West Suite 1600, Toronto, Ontario, M5X 1G5 Attention: Clifton Prophet Facsimile: (416) 863-3509 Email: clifton.prophet@gowlings.com
If to the Hofmeister Parties:	2250 Thunderstick Suite 1203 Lexington, KY 40505 Attention: Nelson Clemmens and Douglas Holmes Facsimile: ● Email: ●
With a copy to:	George Hofmeister 2250 Thunderstick Suite 1203 Lexington, KY 40505 Facsimile: ● Email: ●

10. 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) Burlington may not assign or transfer, directly or indirectly, any of its respective 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 any purchasers of Burlington's assets including, without limitation, other customers of Burlington (other than affiliates of Customers).

(d) No delay or failure of Customers or the Lender to exercise any right, power or privilege hereunder will affect such right, power or privilege, nor will 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) Burlington agrees that it will not knowingly enter into any other arrangements or agreements that would in any way materially impair Customers' rights under this Agreement.

(g) Nothing in this Agreement will be interpreted to constitute Burlington as Customers' agent for any purpose.

(h) Except as specifically provided in this Agreement, this Agreement is not intended to modify the terms and conditions of the Purchase Orders or the Loan Documents, which terms and conditions will otherwise remain in full force and effect.

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

(j) This Agreement is made in the Province of Ontario and will be governed by, and construed and enforced in accordance with the laws of the Province of Ontario, without regard to conflicts of law principles. The parties hereby attorn to the non-exclusive jurisdiction of the Courts of Ontario

11. **REPRESENTATIONS. THE PARTIES 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.**

12. **JURY TRIAL WAIVER. THE PARTIES 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 WILL 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.**

Exhibits

Exhibit A – Budget

Exhibit B – Access Agreement

Exhibit C – Supplier Owned Tooling

Exhibit D – Restructuring Plan

Schedules

Schedule 1 – Lending Covenants

BENDIX COMMERCIAL VEHICLE SYSTEMS LLC

By: _____

Its: _____

FORD MOTOR COMPANY

By: _____

Its: _____

[signatures continued on next page]

[signature page to Accommodation Agreement dated January 1, 2011]

REVSTONE INDUSTRIES BURLINGTON, INC.

By: _____

Its: VICE PRESIDENT & GENERAL MANAGER

REVSTONE INDUSTRIES , LLC

By: _____

Its: Chairman

ROYAL BANK OF CANADA

By: _____
Linda Vanderburgt

Its: Director, Special Loans & Advisory Services

[signatures continued on next page]

[signature page to Accommodation Agreement dated January 1, 2011]

REVSTONE INDUSTRIES BURLINGTON, INC.

By: _____

Its: _____

REVSTONE INDUSTRIES , LLC

By: _____

Its: _____

ROYAL BANK OF CANADA

By: _____
Linda Vanderburgt

Its: Director, Special Loans & Advisory Services

[signatures continued on next page]

[signature page to Accommodation Agreement dated January 1, 2011]

Nelson E. Clemmens, in his capacity as trustee of and on behalf of the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1981, and a Trust Agreement dated August 17, 1992, as amended (the "Family Trust"), (b) the separate trusts created by the Family Trust and sometimes referred to as the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Megan G. Hofmeister, the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Scott R. Hofmeister, and the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Jamie S. Hofmeister

By: _____
Nelson E. Clemmens, trustee

Douglas Holmes, in his capacity as trustee of (x) the Megan G. Hofmeister Irrevocable Trust, (y) the Scott R. Hofmeister Irrevocable Trust, and (z) the Jamie S. Hofmeister Irrevocable Trust, all under trust agreements dated June 17, 2004

By: _____
Douglas Holmes, trustee

[signature page to Accommodation Agreement dated January 1, 2011]

Nelson E. Clemmens, in his capacity as trustee of and on behalf of the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1981, and a Trust Agreement dated August 17, 1992, as amended (the "Family Trust"), (b) the separate trusts created by the Family Trust and sometimes referred to as the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Megan G. Hofmeister, the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Scott R. Hofmeister, and the George R. Hofmeister Family Trust under Declaration of Trust and Acknowledgement dated June 20, 1991 f/b/o Jamie S. Hofmeister

By: _____
Nelson E. Clemmens, trustee

Douglas Holmes, in his capacity as trustee of (x) the Megan G. Hofmeister Irrevocable Trust, (y) the Scott R. Hofmeister Irrevocable Trust, and (z) the Jamie S. Hofmeister Irrevocable Trust, all under trust agreements dated June 17, 2004

By: _____
Douglas Holmes, trustee

Exhibit A

Budget

Cash Flow Forecast
(CAD 000's)

60% Inventory Increase

-	1	2	3	4	5	6	7	8	9	10	11	12	13
Day ending	01/08/11	01/15/11	01/22/11	01/29/11	02/05/11	02/12/11	02/19/11	02/26/11	03/05/11	03/12/11	03/19/11	03/26/11	04/02/11
Beginning Cash Balance	$ (1,123)	$ (1,496)	$ (1,758)	$ (2,024)	$ (2,195)	$ (1,728)	$ (1,543)	$ (2,211)	$ (1,914)	$ (1,494)	$ (1,463)	$ (2,101)	$ (2,084)
Receipts (A)													
Ford Tooling	-	-	-	-	-	140	-	-	-	-	-	-	-
GM tooling/Catch up payment	-	-	-	-	-	-	-	300	-	-	-	-	-
HST Credit	-	-	-	-	400	-	-	-	400	-	-	-	400
Ford/GM Sales	301	941	941	941	941	942	942	942	942	942	942	942	942
Ford Price Increase	-	-	-	-	-	84	84	84	84	84	84	84	84
Bendix Price increase		-	-	-	-	18	18	18	18	18	18	18	18
Bendix Sales (Deutsche Bank Factoring)	95	258	208	208	208	208	208	208	208	208	208	208	208
less: Bendix Sales (Deutsche Bank Factoring)	70	-	-	-	-	-	-	-	-	-	-	-	-
Maple Financing (TRW/Gates/Getrag)	272	-	-	-	-	-	-	-	-	-	-	-	-
less: Maple Repayment	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Primary Customer Sales	57	100	100	100	200	100	100	100	100	100	100	100	100
Customer Deficit Funding	91	-	-										
Revstone Loan/Escrow/Inventory Buyback	-	-	-	-	-	-	-	-	-	-	-	-	-
BANK LOANS													
Total Receipts	$ 886	$ 1,299	$ 1,249	$ 1,249	$ 1,749	$ 1,492	$ 1,352	$ 1,652	$ 1,752	$ 1,352	$ 1,352	$ 1,352	$ 1,752
Disbursements (B)													
Material Vendors													
Metal	(250)	(250)	(250)	(250)	(250)	(250)	(300)	(300)	(300)	(300)	(300)	(300)	(300)
Components	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)
Sub Rice Tool & Mant	(20)	(20)	(20)	(20)	-	-	-	-	-	-	-	-	-
Sub Contech	-	(30)	(30)	(30)	-	-	-	-	-	-	-	-	-
Sub Gulan/Other	-	(50)	-	-	-	-	-	-	-	-	-	-	-
Sub Linamar	-	-	(300)	-	-	-	(900)	-	-	-	(900)	-	-
Linamar Tooling [4]	-	-	(70)	-	-	-	(70)	-	-	-	(70)	-	-
Other Trade AP	(404)	(300)	(250)	(250)	(250)	(250)	(250)	(250)	(250)	(250)	(250)	(250)	(250)
Crtical Vendor AP	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll/Benefits													
Payroll + Taxes	(180)	(630)	(230)	(630)	(200)	(600)	(200)	(520)	(200)	(520)	(200)	(520)	(200)
Payroll Benefits	-	-	(150)	(35)	(100)	-	(35)	(150)	(100)	-	(35)	(150)	(100)
GM Sorting expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Pivitol/All Staff/Contact	-	(50)	(40)	-	-	-	(40)	-	-	-	-	-	-
Debt Service	-												
RBC Leases	(80)	(15)	(11)	-	(12)	(15)	(15)	-	(12)	(15)	(15)	-	-
Debt Service - Interest	(25)	-	-	-	(25)	-	-	-	(25)	-	-	-	(25)
Operational/Property Maintenance	-	-	-	-	-	-	-	-	-	-	-		
Rent/Property Taxes	(40)	(51)	-	-	(40)	(51)	-	-	(40)	(51)	-	-	40
Utilities	-	-	-	(50)	(140)	-	(90)	-	(140)	-	(90)	-	(140)
Insurance Genl/Sec deposit	-	-	-	(15)	-	-	-	(15)	-	-	(15)	-	-
Capex/Tooling	-	-	-	-	-	-	-	-	-				
Furnace Rebuild/Chiron Option	-	-	-	-	-	-	-	-	-	-	-	-	-
Ford 1754	-		-	-		-	-	-	-	-	-	-	-
Other	(100)		-	-	(100)	-	-	-	(100)	-	-	-	(100)
Misc: Chiron Lease (DSM)/Ferro	(45)	-	-	-	(45)	-	-	-	(45)	-	-	-	(45)
Other													
Professional Fees - Non RBC	-	(50)	(50)	(30)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)
Professional Fees - RBC	(15)	(15)	(15)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(5)	(5)	(5)
Other/Severence	-	-	-	-	-	(21)	-	-	-	(65)	-	-	-
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	$ (1,259)	$ (1,561)	$ (1,516)	$ (1,420)	$ (1,282)	$ (1,307)	$ (2,020)	$ (1,355)	$ (1,332)	$ (1,321)	$ (1,990)	$ (1,335)	$ (1,235)
Operating Cash Flow (A+B)	(373)	(262)	(267)	(171)	467	185	(668)	297	420	31	(638)	17	517
Ending Cash Balance	$ (1,496)	$ (1,758)	$ (2,024)	$ (2,195)	$ (1,728)	$ (1,543)	$ (2,211)	$ (1,914)	$ (1,494)	$ (1,463)	$ (2,101)	$ (2,084)	$ (1,567)
RBC Accounts Receivable													
Beg A/R Balance	2,259	3,138	3,114	3,140	3,166	3,193	3,180	3,307	3,134	3,262	3,390	3,517	3,645
plus: Ford/GM /Other Sales	1,275	1,275	1,275	1,275	1,377	1,377	1,377	1,377	1,378	1,378	1,378	1,378	1,378
Price increase	-	-	-	-	-	102	102	102	102	102	102	102	102
less: Cash Received	(396)	(1,299)	(1,249)	(1,249)	(1,349)	(1,492)	(1,352)	(1,652)	(1,352)	(1,352)	(1,352)	(1,352)	(1,352)
Ending A/R Balance	3,138	3,114	3,140	3,166	3,193	3,180	3,307	3,134	3,262	3,390	3,517	3,645	3,773
A/R Ineligibles													
Bendix Sales	-	-	-	-	-								
TRW/Gates/Getrag Sales	-	-	-	-	-								
Total Ineligibles	-	-	-	-	-	-	-	-	-	-	-	-	-
Eligible A/R	3,138	3,114	3,140	3,166	3,193	3,180	3,307	3,134	3,262	3,390	3,517	3,645	3,773
% Advance	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%
Available RBC A/R Borrowings	2,824	2,803	2,826	2,849	2,874	2,862	2,977	2,821	2,936	3,051	3,166	3,281	3,396
RBC Inventory													
Raw Materials	551	551	551	551	551	551	551	551	551	551	551	551	551
WIP	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490	1,490
Finished Goods	1,397	1,397	1,397	1,397	1,397	1,397	1,397	1,397	1,397	1,397	1,397	1,397	1,397
Ineligible (neg)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)
Inventory Net	3,288	3,288	3,288	3,288	3,288	3,288	3,288	3,288	3,288	3,288	3,288	3,288	3,288
% Advance	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Available Inventory Borrowings	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973
Prior Ranking Claims													
Pension CWIPP	(1,562)	(1,562)	(1,562)	(1,562)	(1,562)	(1,562)	(1,562)	(1,562)	(1,562)	(1,562)	(1,562)	(1,562)	(1,562)
Vacation	(700)	(700)	(700)	(700)	(700)	(700)	(700)	(700)	(700)	(700)	(700)	(700)	(700)

Borrowing Base	2,535	2,513	2,537	2,560	2,585	2,573	2,687	2,532	2,647	2,762	2,876	2,991	3,106
Borrowing Commitment [1]	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250	2,750
Borrowing Base Limited by Commitment	2,535	2,513	2,537	2,560	2,585	2,573	2,687	2,532	2,647	2,762	2,876	2,991	2,750
Outstanding Loan	(1,496)	(1,758)	(2,024)	(2,195)	(1,728)	(1,543)	(2,211)	(1,914)	(1,494)	(1,463)	(2,101)	(2,084)	(1,567)
Total Availability	$ 1,039	$ 756	$ 512	$ 365	$ 857	$ 1,030	$ 476	$ 618	$ 1,153	$ 1,299	$ 775	$ 907	$ 1,183

Exhibit B

Access Agreement

ACCESS AND SECURITY AGREEMENT

Ford Motor Company ("Ford") and Bendix Commercial Vehicle Systems LLC ("Bendix",or together with Ford, collectively, the "Customers" or individually, a "Customer"), and Revstone Industries Burlington, Inc. ("Burlington" or "Supplier") enter into this Access and Security Agreement (this "Agreement") effective as of January 1, 2011.

RECITALS

A. Customers and Supplier have entered into an Accommodation Agreement effective as of January 1, 2011, under which Customers have agreed to provide certain accommodations (the "Accommodations") to Supplier provided certain conditions are met as more fully described in the Accommodation Agreement. Nothing in this Agreement is intended to modify the Accommodation Agreement.

B. Pursuant to the Accommodation Agreement and various purchase orders, supply contracts and/or releases that have been or may be issued by Customers to Supplier (collectively, the "Purchase Orders" or individually, a "Purchase Order"), Supplier is or will be obligated to manufacture and supply to Customers either directly or indirectly Customers' requirements of certain component parts or assembled goods (collectively, the "Component Parts" or individually, a "Component Part").

C. Royal Bank of Canada ("Lender") and Supplier were parties to various loan and security agreements and related documents (the "Loan Documents"). To secure the indebtedness outstanding under the Loan Documents, Lender has a lien on substantially all of Supplier's real and personal property assets. Supplier is in breach of the provisions of the Loan Documents.

D. As a result of financial difficulties being experienced by Supplier, Supplier has requested that Customers provide financial and other accommodations to Supplier in connection with a restructuring and/or sale.

E. In consideration for, and as an inducement to, Customers agreeing to enter into the Accommodation Agreement, Supplier agreed to provide Customers with certain rights to use certain of Supplier's assets if a Default (defined below) occurs and other assurances, acknowledgments and rights as set forth more fully in this Agreement.

BASED ON THE FOREGOING RECITALS which are incorporated as representations and warranties of the parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Supplier and Customers agree as follows:

TERMS AND CONDITIONS

1. **Defined Terms.** In addition to those terms defined elsewhere in this Agreement, the following terms have the indicated meanings, unless the context otherwise requires:

"Accounts" means (i) all accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances, payments under leases and other forms of obligations, now owned or hereafter received or acquired by or belonging or owing to Supplier (including under any trade name, styles, or division thereof) whether arising out of goods sold or leased or services rendered by Supplier or from any other transaction, whether or not the same involves the sale of goods or services by Supplier (including, without limitation, any such payment obligation or right to payment which might be characterized as an account, contract right, or general intangible by the law in effect in any jurisdiction); (ii) all monies due to or to become due to Supplier under all contracts for the sale or lease of goods or the performance of services by Supplier (whether or not yet earned by performance on the part of Supplier) now in existence or hereafter arising; and (iii) deposit accounts, insurance refunds, tax refunds, tax refund claims and related cash and cash equivalents, now owned or hereafter received or acquired by or belonging or owing to Supplier.

"Contract Rights" means all rights of Supplier (including to payment) under each "Contract" (defined below).

"Contracts" or individually, "Contract" means, any licensing agreements and any and all other contracts, supply agreements, or other agreements in or under which Supplier may now or hereafter have any right, title, or interest and which pertain to the lease, sale, or other disposition by Supplier of "Equipment" (defined below), "Inventory" (defined below), fixtures, real property, or the right to use or acquire personal property, as any of the same may from time to time be amended, supplemented, or otherwise modified.

"Default" means any of the following events:

(a) Supplier breaches any provision of this Agreement;

(b) Supplier breaches any provision of the Accommodation Agreement;

(c) Supplier repudiates or breaches any provision of any Purchase Order, the consequence of which is a substantial likelihood that the production of one or both Customers may be interrupted;

(d) Supplier requests in writing material modifications of the terms of the Purchase Orders or the Accommodation Agreement;; or Supplier indicates in writing Supplier's inability or refusal to perform under the terms of the Accommodation Agreement or Purchase Orders unless modified;

(e) Supplier fails to either (i) deliver Component Parts in any material respect; or (ii) Supplier fails to provide reasonable assurance of timely and proper completion of services or delivery of Component Parts in any material respect in accordance with any Purchase Order, and the consequence of either failure is a substantial likelihood that the production of one or more Customer may be interrupted; or

(f) Supplier makes an assignment for the benefit of creditors or a similar transfer or action involving any of the Operating Assets (defined below) or the Real Estate (defined below) or a trustee, custodian or receiver is appointed over all or substantially all of Supplier's property except the appointment of a receiver as provided in the Accommodation Agreement;

"Documents" means all documents of title now owned or hereafter acquired by Supplier.

"Equipment" means all machinery, equipment, vehicles, furnishings, and fixtures now owned or hereafter acquired by Supplier, including, without limitation, all items of machinery and equipment of any kind, nature and description, whether affixed to real property or not, as well as all additions to, substitutions for, replacements of or accessions to any of the foregoing items and all attachments, components, parts (including spare parts), and accessories whether installed thereon or affixed thereto.

"General Intangibles" means all customer lists, rights in intellectual property, goodwill, trade names, service marks, trade secrets, contract rights, patents, trademarks, copyrights, applications therefor, permits, licenses, now owned or hereafter acquired by Supplier, but excluding items described in the definition of Accounts.

"Instruments" means all negotiable instruments now owned or hereafter acquired by Supplier.

"Intellectual Property" means all now existing or hereafter acquired patents, trademarks, copyrights, inventions, licenses, discoveries, processes, know-how, techniques, trade secrets, designs, specifications and the like (regardless of whether such items are now patented or registered, or registerable, or patentable in the future), and all technical, engineering, or other information and knowledge, production data and drawings.

"Inventory" means all goods and other personal property now or hereafter owned by Supplier which are leased or held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in Supplier's business, or in the processing, packaging or shipping of the same, and all finished goods.

"Obligations" means Supplier's obligations to Customers under this Agreement.

"Operating Assets" means all assets which are necessary or helpful for production of the Component Parts, wherever located, including Equipment, "Real Estate" (defined

below), Contract Rights and General Intangibles, but specifically excluding any Accounts, Inventory, Documents, Instruments, Chattel Paper and "Proceeds" (defined below) of such excluded items and Proceeds of General Intangibles.

"Proceeds" means (i) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to Supplier from time to time with respect to any of the "Collateral" (defined in paragraph 2 below); (ii) any and all payments (in any form whatsoever) made or due and payable to Supplier from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau, or agency (or any Person acting under color of governmental authority); and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Real Estate" means all real property listed on Exhibit A.

2. **Grant of Liens and Security Interests**. As collateral security for the Obligations, Supplier hereby grants to each Customer a continuing lien and security interest in the Operating Assets and Real Estate, whether now owned or hereafter acquired by Supplier, or in which Supplier now has or at any time in the future may acquire, any right, title or interest (collectively, the "Collateral"). Supplier also hereby grants to each Customer a security interest and lien on, and a collateral assignment of, the Intellectual Property used in or necessary for the production of Component Parts. Further, Supplier hereby authorizes each Customer to file any financing or registration statements deemed necessary by such Customer to perfect its security interest granted hereby. The security interests granted to Customers pursuant to this Agreement to secure the Obligations shall be junior to the liens and security interests granted to Lender, but in all cases, Lender's exercise of its rights and remedies with respect to its liens and security interests is subject to the terms of this Agreement. For certainty: (a) Lender may take any necessary action to protect its rights in the Collateral, conditioned upon such action not impairing Customers' "Right of Access" (defined below); (b) the security interest granted to the Customers is for the sole purpose of permitting the Customers to enforce their rights hereunder if a Default occurs; and (c) Customer's security interests shall not otherwise interfere in any way with Lender's security.

3. **Right of Access.**

(a) General. Supplier acknowledges that any delay in the production, processing or shipment of Component Parts or any defaults under the Purchase Orders or the Accommodation Agreement may cause Customers irreparable harm. To address Customers' concern in this regard, Supplier agrees that upon a Default, each Customer or its designees shall have a right, but not the obligation, to use and occupy the Operating Assets and Real Estate to manufacture, process, and/or ship Component Parts (the "Right of Access") for a period of up to 180 days from the date such Customer provides the written notice referenced below (the "Access Period"). Any one or more of the Customers, as applicable, may invoke the Right of Access at any one or more of Supplier's facilities at any time after the occurrence of a Default, but no later than 14 days after the Termination Date (as defined under the Accommodation Agreement) or the date of a Lease Termination Event (as defined under the Accommodation Agreement), by

delivering written notice to Supplier (with a copy to Lender) indicating such Customer's intention to invoke the Right of Access. Customers shall have no right to sell, transfer, or dispose of the Operating Assets or the Real Estate as part of the Right of Access.

(b) Customers' Obligations. If either one or both of the Customers, as applicable, invokes the Right of Access for itself or its designees (such Customer an "Exercising Customer"), each Exercising Customer will:

(i) use reasonable care in the custody and preservation of Supplier's assets and the Lender's collateral and indemnify, defend and hold Supplier, its officers, directors and employees harmless from any physical damage to property (including the Operating Assets and the Real Estate) or physical injury suffered by third parties directly caused by the Exercising Customer's or its designee's use of the Operating Assets and Real Estate during the Access Period;

(ii) indemnify, defend and hold Lender harmless from any damage to property (including the Operating Assets and the Real Estate) or injury suffered by third parties directly caused by either or both of the Exercising Customer's or its designee's use of the Operating Assets and Real Estate during the Access Period;

(iii) provide access to the Real Estate to Lender for the purpose of permitting Lender to forthwith undertake efforts to sell or otherwise dispose of all collateral of Lender, which sales efforts shall be subject to the Right of Access with respect to the Operating Assets and Real Estate;

(iv) insure and maintain the Operating Assets and the Real Estate in the same condition as existed on the date the Exercising Customer exercised the Right of Access and as required by the Supplier's insurance obligations under the Loan Documents between the Supplier and the Lender, ordinary wear and tear excepted;

(v) in lieu of paying the purchase price set forth in the Purchase Orders, pay the actual costs and expenses incurred in connection with the manufacturing of Component Parts during the Access Period, including, without limitation, utilities, insurance on the operating assets, raw material costs and other overhead expenses, prorated property taxes and assessments attributable to the Operating Assets and Real Estate, and any payments due on account of any of the Operating Assets or Real Estate which are leased from third parties;

(vi) Pay the regularly scheduled principal and interest payments under the leases, in each case, due to Lender by Supplier as such payments have been modified by the Accommodation Agreement. For the avoidance of doubt, Customers acknowledge that, following the Termination Date or a Lender Termination Event (both as defined under the Accommodation

Agreement), these payments shall be made on the terms existing prior to the date the Accommodation Agreement was entered into (but without acceleration and without an obligation to pay any past due amounts owing as at the time the Exercising Customer(s) invoked the right of Access);

(vii) subject to the Exercising Customer's Right of Access, afford Supplier's representatives (and representatives of Lender, secured creditors or mortgagees of the Operating Assets and/or Real Estate) reasonable access to inspect the Operating Assets and the Real Estate, to prepare for a sale or other disposition of the Operating Assets and Real Estate at the end of the Access Period, and to sell any asset other than the Operating Assets and Real Estate prior to expiration of the Access Period;

(viii) observe all applicable law, rules, regulations and ordinances relating to the use, operation and occupancy of the Operating Assets and the Real Estate, and to the manufacturing, processing and shipping of the Component Parts; and

(ix) subject to Supplier's other customers agreeing (on terms acceptable to Lender) to: (a) make payment to the Exercising Customer or its designees, as applicable, on account of its allocable share of overhead and related expenses and all direct expenses related to such other customer's production and (b) Supplier and Lender making the necessary tangible personal property available for use during the Access Period, the Exercising Customer agrees, for itself and its designees, to produce Component Parts for such other customers during the Access Period or to provide the other customers access provided such customers do not interfere with the production of Component Parts.

(c) Supplier's Obligations. If either one or both of the Customers invokes the Right of Access, Supplier shall comply with the following:

(i) At each Exercising Customer's election and in the Exercising Customer's sole discretion, Supplier shall continue to employ those of its employees which the Exercising Customer determines are necessary to maintain production of the Component Parts (the "Retained Employees") and each Exercising Customer or its designees shall reimburse Supplier for all costs and expenses relating to Supplier's employment of the Retained Employees (other than termination or severance pay owing to any Retained Employees subsequently terminated) incurred during the Access Period. Without limiting the generality of the foregoing, each Exercising Customer or its designees shall reimburse Supplier all amounts incurred by Supplier to meet its regular payroll obligations, including salaries, wages, payroll taxes, (employment insurance, income tax, Canada Pension Plan), workers' compensation, unemployment insurance, disability insurance, welfare, pension contributions and other payments and contributions required to be made by Supplier with respect to the Retained

Employees in accordance with regular compensation practices followed by Supplier prior to the Access Period, which are incurred during the Access Period, but in no event will an Exercising Customer or its designees be liable for any costs for unfunded pension liability, actuarial liability, past service unfunded actuarial liability, solvency or other deficiency relating to any pension plan or other obligations relating to service prior to the time the Exercising Customer exercised the Right of Access. Notwithstanding the foregoing, under no circumstances will an Exercising Customer be responsible for reimbursing Supplier for costs and expenses relating to Supplier's employment of the Retained Employees to the extent the Retained Employees are performing services unrelated to the production of the Component Parts. The Supplier shall use all funding provided under this Section towards compensating Retained Employees and for no other purpose including, without limitation, payment to Lender;

(ii) During the Access Period, Supplier shall not increase compensation or benefits of the Retained Employees without the written consent of each Exercising Customer except as may be required by applicable law or pre-existing contract; and

(iii) During the Access Period, Supplier agrees that each Exercising Customer and its designees, agents and representatives shall have access to Supplier's books and records for the purposes of confirming and calculating the amounts due, if any, from the Exercising Customer under this Agreement.

(d) Right to Terminate. Each Exercising Customer shall have the absolute right to terminate the Right of Access with respect to any one or more of Supplier's facilities upon twenty-four (24) hours written notice to Supplier and Lender. Upon expiration of the notice period, the Access Period with respect to the facility to which the notice applies will terminate and, except for the Exercising Customer's obligations under Section 3(b)(i) and payment of any amounts payable under Sections 3(b)(i) through 3(b)(viii) and 3(c)(i) above not paid as of the termination of the Access Period and relating to the facility to which the notice applies, the Exercising Customer shall have no further obligations or liabilities to Supplier, Lender, or any other person or entity on account of the Right of Access for the respective facility.

(e) **SPECIFIC PERFORMANCE. IN CONNECTION WITH ANY ACTION OR PROCEEDING TO ENFORCE THE RIGHT OF ACCESS, SUPPLIER ACKNOWLEDGES THAT CUSTOMERS WILL NOT HAVE AN ADEQUATE REMEDY AT LAW, THAT THE OPERATING ASSETS AND REAL ESTATE ARE UNIQUE AND THAT CUSTOMERS SHALL BE ENTITLED TO SPECIFIC PERFORMANCE OF SUPPLIER'S OBLIGATIONS TO AFFORD EACH CUSTOMER ITS RIGHT OF ACCESS UNDER THIS AGREEMENT.**

(f) Appointment of Receiver. In addition to any rights and remedies the Customers may have under the terms of this Agreement, and subject to the terms of the Accommodation Agreement, the Customers shall have the right to the appointment of a receiver, interim receiver or a receiver and manager solely for the limited purpose of effectuating the Right of Access. In connection with any hearing on the appointment of a receiver, Supplier agrees that twenty-four (24) hours' notice of any request for a hearing on such appointment shall be adequate notice and that the only issue to be litigated at the hearing will be whether or not a Default has occurred. The Customers agree that they shall not be entitled to appoint a receiver if the Lender has already appointed a receiver; that they shall give twenty-four (24) hours notice of such appointment to the Lender; and, that any receiver selected by the Customers shall be acceptable to the Lender, acting reasonably. The forgoing notwithstanding, if the Lender seeks to appoint a receiver, interim receiver or a receiver and manager during the referenced twenty-four (24) hour notice period, such person or entity must be reasonably acceptable to the Customers.

(g) **IRREPARABLE HARM; LIMITATION OF NOTICE. SUPPLIER ACKNOWLEDGES THAT THE CUSTOMERS WILL SUFFER IRREPARABLE HARM IF ANY ONE OR MORE CUSTOMERS INVOKE THE RIGHT OF ACCESS AND SUPPLIER FAILS TO COOPERATE WITH ANY CUSTOMER IN ALLOWING THE CUSTOMER TO EXERCISE THE RIGHT OF ACCESS UNDER THIS AGREEMENT. ACCORDINGLY, PROVIDED THAT SUPPLIER RECEIVES TWENTY-FOUR (24) HOURS' NOTICE OF ANY REQUEST FOR HEARINGS IN CONNECTION WITH PROCEEDINGS INSTITUTED BY THE EXERCISING CUSTOMER, SUPPLIER WAIVES, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, THE RIGHT TO NOTICE IN EXCESS OF TWENTY-FOUR (24) HOURS IN CONNECTION WITH ANY JUDICIAL PROCEEDINGS INSTITUTED BY THE EXERCISING CUSTOMER TO ENFORCE THE RIGHT OF ACCESS.**

4. **License.** Supplier hereby grants each Customer or its designees a non-exclusive worldwide, irrevocable, fully paid right and license to use any of its Intellectual Property to develop, manufacture, assemble and sell the Component Parts for each Exercising Customer's use and/or use by third parties during the Access Period, whether or not any such development or manufacture uses any part of the Operating Assets or Real Estate (the "License"). The Exercising Customer's right to use the License shall include the right to sublicense third parties for the manufacture or sub-assembly of the Component Parts, provided, however, that any sublicense must satisfy the terms of this Agreement and sublicensing will have no effect on Customers' obligations under this Agreement. The License is in addition to and not intended to replace any license or similar rights arising under or in connection with the Purchase Orders.

(a) Right to Use License. Although the License is being granted to Customers as of the date set forth above, each Customer agrees that neither it nor its sublicensees will have the right to utilize the License unless such Customer exercises the Right of Access (and then it will only have the right to use the License during the Access Period after which the rights granted in this Section 4 automatically expire and shall have no further force and effect);

(b) No Royalty. For all purposes, Supplier has been fully paid for the License and other rights granted to Customers under this Agreement and no royalties, fees, payments, charges or other consideration shall be due from Customers on account of the License or this Agreement or any one or more Customer's (or sublicensee's) use of the License or other rights granted pursuant to this Agreement; and

(c) Protection of Ownership. Customers shall treat and preserve the Intellectual Property in accordance with the same practices employed by each Customer to safeguard its own intellectual property against unauthorized use and disclosure. The foregoing obligations of Customers shall not be applicable to information which is now or becomes hereafter available to the public through no action, conduct, omission or fault of Customers. The provisions of this Section 4 shall expire upon termination of this Agreement.

5. **Protection of Production.** Without limiting each Customer's existing rights and interests, but subject to the Accommodation Agreement, and upon invoking the Right of Access, the Exercising Customer shall have the unlimited right to, among other things, enter into discussions, negotiations, and agreements regarding the production of the Component Parts by any potential alternative supplier(s), including without limitation, any current or former agents, consultants, directors, employees, or officers of Supplier.

6. **Relocation or Sale of Operating Assets.** Except as may be required by applicable law, during the exercise of a Right to Access, Supplier will not relocate or complete the sale or other disposition of applicable Operating Assets (including applicable Real Estate) or take any other action that will result in such Operating Assets (or applicable Real Estate) being unavailable for the use of Customers exercising a Right of Access except that:

(a) the Supplier, the Lender or any other person designated by them may, during the exercise of a Right of Access, take steps to sell or otherwise dispose of, at the end of the Access Period, such Operating Assets (including Real Estate), including advertising the assets for sale, showing such assets to prospective purchaser and entering into (but not completing) agreements of purchase and sale; provided that such actions must not unreasonably interfere with the Exercising Customer's production during the Access Period; and

(b) the Supplier, the Lender or any person designated by them shall be entitled to complete a sale of applicable Operating Assets and Real Estate to a Qualified Buyer (defined in the Accommodation Agreement) acceptable to the Lender.

7. **Court Approvals**. In the event that Supplier becomes the subject of an insolvency proceeding, Supplier hereby agrees that it will exercise its commercial best efforts in good faith to obtain the applicable court's entry of a final order, binding on any subsequently appointed trustee, confirming Customers' rights under this Agreement and authorizing Supplier to (i) enter into this Agreement, or (ii) assume its obligations under this Agreement.

8. **Rights of Customers; Limitations on Customers' Obligations**. Unless a Customer exercises the Right of Access, in which case the Exercising Customer(s) shall have the

obligations outlined in Section 3 above, Customers shall not have any obligations or liabilities by reason of or arising out of this Agreement. In addition, regardless of whether any Customer exercises the Right of Access, Customers shall not be required or obligated in any manner to perform or fulfill any of the obligations of Supplier.

9. **Remedies**. Upon a Default, Customers shall have all rights and remedies provided in this Agreement, in any other agreements with Supplier, and all rights and remedies available to a secured creditor under applicable law subject in all cases to the limitations and restrictions in this Agreement. Further, in connection with Customers' rights and remedies under this Agreement:

(a) The Customers shall not have the right to foreclose or otherwise sell or dispose of the Collateral and Supplier waives any right it may have to require the Customers to foreclose or reduce the Obligations to a monetary sum;

(b) If any one or more Customers exercise the Right of Access other than through the appointment of a receiver, the Exercising Customers shall be treated as secured parties in possession and the Exercising Customers' use and occupancy of the Operating Assets and the Real Estate will not be deemed to be acceptance of such assets in satisfaction of the Obligations; and

(c) All of Customers' rights and remedies under this Agreement are cumulative and not exclusive of any rights and remedies under any other agreement or under applicable law or at equity.

10. **Injunctive Relief**. Given that Customers will incur significant damages if Supplier fails to timely satisfy its obligations to Customers and Customers' respective assembly or other plant operations will be negatively impacted, and because Customers do not have an adequate remedy at law and would be irreparably harmed by such events, Supplier agrees that Customers shall be entitled to injunctive relief (both prohibitive and mandatory) in connection with any violations by Supplier of any terms or conditions of this Agreement. Customers agree to provide Lender notice of any proceeding seeking injunctive relief simultaneously with providing such notice to Supplier.

11. **Covenants**. Supplier covenants and agrees with Customers that from and after the date of this Agreement until the Obligations are fully performed:

(a) Further Documentation. At any time and from time to time, upon the written request of any Customer, and at Supplier's sole expense, Supplier will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Customer may reasonably request for the purpose of obtaining the full benefits of this Agreement and of the rights and powers herein granted.

(b) Payment of Obligations. Prior to an exercise of the Right of Access by any one or more Customers, if any, Supplier will pay promptly when due, all taxes, assessments and governmental charges or levies imposed upon the Collateral and the Real Estate or in respect of Supplier's income or profits, as well as all claims of any kind

(including, without limitation, claims for labor, materials or supplies) against or with respect to the Collateral and Real Estate.

(c) Sales or Dispositions of Operating Assets, Certain Uses Prohibited. Except as permitted under Section 6 of this Agreement, Supplier will not sell or otherwise dispose of or encumber the Operating Assets or its interest in the Real Estate without written consent of Customers, acting reasonably. Further, Supplier will not use any of the Operating Assets or Real Estate in any way which would materially and adversely affect Customers' Right of Access or Customers' other rights and remedies under this Agreement or otherwise. Supplier acknowledges and agrees that it will be reasonable for the Customers to withhold consent if the proposed sale or encumbrance impairs, or may impair, the Customers' rights under this Agreement or the Accommodation Agreement.

(d) Limitations on Modifications of Agreements, etc. Supplier will not (i) amend, modify, terminate or waive any provision of any Contract, or enter into any Contract, which might materially adversely affect Customers' Right of Access, or (ii) fail to exercise promptly and diligently each and every right which it may have under each Contract in any manner which could materially and adversely affect Customers' Right of Access or Customers' other rights and remedies under this Agreement or any other right or agreement between Customers and Supplier or otherwise.

(e) Maintenance of Insurance. Supplier shall, at its expense, keep and maintain the Operating Assets and the Real Estate insured against all risk of loss or damage from fire, theft, malicious mischief, explosion, sprinklers, and all other hazards and risks of physical damage included within the meaning of the term "extended coverage" in such amounts as are ordinarily insured against by other owners of similar businesses. Supplier shall furnish Customers evidence of said insurance, but Customers shall not be named as an additional insured or loss payee.

(f) Right of Inspection; Cooperation. In addition to any rights Customers may have under the Purchase Orders, each Customer and its representatives shall, upon reasonable request and reasonable times, have the right to enter into and upon any premises where any of the Operating Assets or the Real Estate is located for the purpose of inspecting the same, observing its use or otherwise protecting the Customer's interests therein. Each Customer will take reasonable steps to maintain the confidentiality of information obtained by Customers, except as required by law.

(g) Notice of Default. Supplier will provide notice to Customers, by way of facsimile transmission and overnight express mail service, immediately upon its or its attorneys' or agents' receipt of any notice of default under Supplier's agreements with Lender, or any other secured creditors including, but not limited to, taxing authorities. Supplier hereby grants to each Customer the option, but not the obligation, to exercise whatever rights to cure defaults that Supplier has under such agreements or by law.

12. **Secured Party and Lessor Acknowledgments.**

(a) Attached as Schedule 12(a) is a copy of Lender's acknowledgment to the rights and interests granted to Customers under this Agreement executed by a duly authorized representative of Lender.

(b) If subsequent to the execution of this Agreement, Supplier intends to grant additional or further security interests, liens or mortgages in any of the Collateral or the Real Estate to any party other than Customers or the Lender, ten (10) business days prior to granting such liens, security interests, mortgages, or leaseholds, Supplier must deliver to Customers an acknowledgment from such secured creditors, mortgagees, and/or lessees in a form substantially similar to Schedule 12(a) attached hereto.

(c) Supplier will provide to Customers as promptly as practicable acknowledgments of any lessor(s) of the Real Estate and Operating Assets (to the extent leased) to Customers' rights hereunder, in a form substantially similar to Schedule 12(b) attached hereto.

13. **Effect on Purchase Orders.** The purpose of this Agreement is to preserve the rights and interests of the parties under the Purchase Orders and, by entering into this Agreement, no party is waiving or limiting any rights it may have under the Purchase Orders. This Agreement shall be deemed to be incorporated by reference into, and shall constitute an amendment to all existing and future Purchase Orders regardless of whether any specific reference to this Agreement is made in any such Purchase Orders. To the extent that any term or provision in this Agreement is inconsistent with any term or condition of any such Purchase Order, the terms and conditions of this Agreement shall control.

14. **Term**. The rights granted to Customers under this Agreement shall continue as long as any Purchase Order is in effect until the earliest to occur of the following ("Termination Event"): (a) the expiration of the Access Period; (b) when Customers' requirements under the Purchase Orders are satisfied in all respects or all of the Component Parts are resourced; or (c) there has been a sale of the Operating Assets to a Qualified Buyer (as defined in the Accommodation Agreement) acceptable to the Lender. Upon a Termination Event, Customers' security interests in the Collateral shall be deemed terminated and of no further force or effect and Supplier or Lender shall be authorized to make any necessary filings to terminate such security interests of record.

15. **Confidential Information and Data**. Without limiting the Customers' rights under this Agreement, to the extent the Operating Assets include, or the Customers or their respective designees otherwise come into possession of or become aware of, Supplier's trade secrets or proprietary information during a Customer's exercise of the Right of Access, the Customers and their respective designees must, (a) except as required by applicable law, keep the information, data, and trade secrets confidential; and (b) only use the information, data, and trade secrets during the Access Period in connection with producing Component Parts. The provisions of this Section shall survive termination of this Agreement. Customers and Supplier each agree to keep all of the terms and conditions set forth in this Agreement confidential from any third party provided, however, that the terms of this Agreement may be disclosed by Customers or Supplier to their respective directors, officers, employees, legal and financial advisors and to other individuals acting on behalf of Customers or Supplier, who need to know such information

provided, further, that Customers and Supplier shall advise such respective directors, officers, employees, legal and financial advisors or other individuals of the confidential nature of this Agreement and the requirement for confidentiality as to this Agreement's terms and conditions. Notwithstanding the foregoing, Customers and Supplier, as the case may be, may disclose the terms of the Agreement without liability hereunder to the extent either of them is required to do so in connection with any applicable legal, regulatory, governmental or administrative process or proceeding.

16. **Severability**. Should any provision of this Agreement be held invalid, prohibited or unenforceable in any one jurisdiction it shall, as to that jurisdiction only, be ineffective to the extent of such holding without invalidating the remaining provisions of this Agreement, and any such holding does not invalidate or render unenforceable that provision in any other jurisdiction wherein it would be valid and enforceable.

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

18. **Section Headings**. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation of this Agreement. All references to Sections, Schedules, and Exhibits are to Sections, Schedules, and Exhibits in or to this Agreement unless otherwise specified.

19. **No Waiver; Cumulative Remedies**. The Customers shall not by any act, delay, indulgence, omission, or otherwise be deemed to have waived any right or remedy under this Agreement or of any breach of the terms and conditions of this Agreement. A waiver by the Customers of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy which the Customers would otherwise have had on a subsequent occasion. No failure to exercise nor any delay in exercising on the part of the Customers any right, power, or privilege under this Agreement, shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative, may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by any other agreements or applicable law or at equity.

20. **Waivers and Amendments; Successors and Assigns**. No term or provision of this Agreement may be waived, altered, modified, or amended except by a written instrument, duly executed by Supplier and the Customers. This Agreement and all of Supplier's obligations are binding upon the successors and assigns of Supplier, and together with the rights and remedies of the Customers under this Agreement, inure to the benefit of the Customers and their respective successors and assigns. Supplier may not assign or transfer any right or obligation under this Agreement without the prior written consent of the Customers.

21. **Governing Law and Forum**. This Agreement is made in the Province of Ontario and shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario without regard to principles of conflicts of laws. The parties agree that the courts in the Province of Ontario, have jurisdiction and that proper venue for any dispute arising from or under this Agreement.

22. **Notices** All notices, requests, and other communications that are required or may be given under this Agreement must be in writing, and shall be deemed to have been given on the date of delivery, if delivered by hand, facsimile or courier, or three (3) days after mailing, if mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as set forth below (which addresses may be changed, from time to time, by notice given in the manner provided in this Section):

If to Ford:	Ford Motor Company 20100 Rotunda Drive 3A033 Mail Code: MD-3042 Dearborn, Michigan 48124 Attention: Jennifer Tuton Facsimile: (313) 390-6654 Email: jpodesch@ford.com
With a copy to:	Miller, Canfield, Paddock and Stone, P.L.C. 150 W. Jefferson Ave., Suite 2500 Detroit, Michigan 48226 Stephen S. LaPlante Facsimile: (313) 496-8452 Email: laplante@millercanfield.com
If to Bendix:	Bendix Commercial Vehicle Systems LLC 901 Cleveland Street Elyria, OH 44035 Attention: Robert J. Legato, Jr. Facsimile: 440-329-9203 Email: bob.legato@bendix.com
With a copy to:	Cassels Brock & Blackwell LLP 2100 Scotia Plaza 40 King Street West Toronto, Ontario, Canada M5H 3C2 Attention: Alison Manzer Facsimile: 416-350-6938 Email: amanzer@casselsbrock.com

If to Burlington:

Revstone Industries Burlington, Inc.
2250 Thunderstick
Suite 1203
Lexington, KY 40505
Attention: George Hofmeister
Facsimile: (859) 294-9568
Email: ghofmeister@revstone.com

With a copy to:

McDonald Hopkins LLC
39533 Woodward Avenue
Suite 318
Bloomfield Hills, MI 48304
Attention: Stephen M. Gross
Facsimile: 248-646-5075
Email: sgross@mcdonaldhopkins.com

If to Lender:

Royal Bank of Canada
9th Floor, 20 King Street West
Toronto, Ontario, Canada, M5H 1C4
Attention: Linda Vanderburgt
Facsimile: 416-974-8508
Email: linda.vanderburgt@rbc.com

With a copy to:

Gowling Lafleur Henderson LLP
1 First Canadian Place
100 King Street West
Suite 1600, Toronto, Ontario, M5X 1G5
Attention: Clifton Prophet
Facsimile: 416-862-3509
Email: clifton.prophet@gowlings.com

23. **No Intended Third Party Beneficiary**. The parties hereto acknowledge and agree that the rights and interests of the parties under this Agreement are intended to benefit solely the parties to this Agreement and Lender.

24. **Counterparts**. This Agreement may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Facsimile copies of signatures will be treated as originals for all purposes.

25. **Entire Agreement; Conflicts**. This Agreement together with any other agreements and schedules executed in connection with this Agreement, including the Accommodation Agreement, 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 Customers and Supplier. The terms and conditions of the

Purchase Orders shall be unaffected by this Agreement except to the extent that an inconsistency or conflict exists between the express terms of the Purchase Orders and this Agreement in which event the terms of this Agreement shall govern and control. To the extent any term or condition of this Agreement is inconsistent or in conflict with the terms of any other agreements between the parties, the terms of this Agreement shall govern and control.

26. **CONSULTATION WITH COUNSEL. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL BEFORE EXECUTING THIS AGREEMENT AND ARE EXECUTING SUCH AGREEMENT WITHOUT DURESS OR COERCION AND WITHOUT RELIANCE ON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES AND COMMITMENTS SET FORTH IN THIS AGREEMENT.**

27. **WAIVER OF JURY TRIAL. 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 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. 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.**

- the balance of this page intentionally left blank; signature page follows -

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

FORD MOTOR COMPANY

By:_____

Its:_____

BENDIX COMMERCIAL VEHICLE SYSTEMS LLC

By:_____

Its:_____

REVSTONE INDUSTRIES BURLINGTON, INC.

By:_____

Its:_____

Exhibits and Schedules:

Schedule 12(a): Lender's Acknowledgement and Consent

Schedule 12(b): Lessor's Acknowledgement and Consent

SCHEDULE 12(a)
LENDER'S ACKNOWLEDGMENT AND CONSENT

While not a party to the Access and Security Agreement (the "Access Agreement") made among Ford Motor Company ("Ford"), Bendix Commercial Vehicle Systems LLC ("Bendix") and Burlington Technologies Industries, Inc. ("Burlington") effective as of January 1, 2011, Royal Bank of Canada ("Lender") is a party to various loan and/or security agreements with Supplier and has liens on substantially all of Supplier's real and personal property assets and to the Accommodation Agreement dated October 29, 2010. In such capacity, Lender acknowledges, consents to, and agrees that the exercise by Lender of the rights and remedies with respect to liens and security interests in the Operating Assets (as defined in the Access Agreement) and the Real Estate (as defined in the Access Agreement) is subject to and conditioned upon all applicable terms of the Access Agreement. Further, the Lender agrees and acknowledges that in the event that Supplier becomes the subject of an insolvency proceeding, the Lender will exercise its commercially best efforts in good faith to obtain the applicable court's entry of an order, binding on any subsequently appointed trustee, confirming Customers' rights under this Agreement. The fact that Lender is executing this Acknowledgment and Consent shall not in any way make Lender a guarantor or surety for Supplier's performance under the Access Agreement. Except as expressly provided in this document, the Access Agreement and the Accommodation Agreement, the Lender reserves all of its rights under its other agreements with the supplier and applicable law.

ROYAL BANK OF CANADA

By:_____
Linda Vanderburgt

Its: Senior Manager, Group Risk Management

Dated: [_____]

SCHEDULE 12(b)
LESSOR'S ACKNOWLEDGMENT AND CONSENT

While not a party to the Access and Security Agreement (the "Access Agreement") made among Ford Motor Company ("Ford"), Bendix Commercial Vehicle Systems LLC ("Bendix") and Burlington Technologies Industries, Inc. ("Burlington") effective as of January 1, 2011, _____ ("Lessor") leases certain real estate and/or equipment to Supplier. and, in such capacity, Lessor acknowledges, consents to, and agrees with, and agrees to be bound by, the terms and conditions of the foregoing Agreement, including Customers' right to use the Operating Assets and the Real Estate during any Access Period so long as landlord is kept current during the Access Period.

_____

By:_____

Its:_____

Dated: _____, 2011

Exhibit C

Supplier Owned Tooling

Gage ID	Description	Status	Ref. Standard	NIST No	Gage S/N	Asset No	Model No	Type	Unit of Meas	Current Location	Service Date	Retirement Date	Cost	Purchase Date	User Defined	Manufacturer	Owner
AU-1779B-01	Hole 6 NoGo SpBTIe Gage	1	0					Attribute	METRIC	AUDIT			$0.00				BTI
IN-1779B-04	Hole 6 NoGo SpBTIe Gage	1	0					Attribute	METRIC	INSPECTION			$0.00				BTI
PR-1779B-05	Hole 6 NoGo SpBTIe Gage	1	0					Attribute	METRIC	INSPECTION			$0.00				BTI
PR-1791-01	GO- NoGo function gauge for tab 10.00mm	1	0					ATTRIBUTE	MM				$0.00	7/4/2010		Centenial	BTI
IN-178-019-01	percision vise	1	0		100188			n/a	n/a	Layout - Cabinet			$0.00				BTI
IN-4736-02	Surface Plate - 48 X 30"	1	0					Attribute		CMM Room			$0.00		SURFACE PLATE		BTI
M-1003-01	Vernier	1	0		B4Y189			Variable		Maint.			$0.00		vernier	Kaon	BTI
M-1042-01	Vernier	1	0		721			Variable		Maint.			$0.00		vernier	Mitutoyo	BTI
M-1042-02	Inside Mic.	1	0		115-153			Variable		Maint.			$0.00		Mic.	Mitutoyo	BTI
M-1756-01	0-5000 PSI GAUGE	1	0										$0.00				BTI
M-1756-02	0-2000 PSI GAUGE	1	0										$0.00				BTI
M-1756-03	0-5000 PSI GAUGE	1	0										$0.00				BTI
M-1756-04	0-5000 PSI GAUGE	1	0										$0.00				BTI
M-1756-05	0-1000 PSI GAUGE	1	0										$0.00				BTI
M-1756-06	0-10000 PSI GAUGE	1	0										$0.00				BTI
M-1756-07	0-5000 PSI GAUGE	1	0										$0.00				BTI
M-1756-08	0-5000 PSI GAUGE	1	0										$0.00				BTI
M-1756-09	0-5000 PSI GAUGE	1	0										$0.00				BTI
M-1756-10	0-5000 PSI GAUGE	1	0										$0.00				BTI
METLER-TOLEDO INC	LABORATORY ACCREDITATION	1	0	ISO/IEC 17025	N/A		N/A	CERTIFICATE		INSP. OFFICE			$0.00			METLER TOLEDO INC	BTI
PH BUFFER	ph buffer solution - 10.0 & 7.0	1	0										$0.00				BTI
PR-1525-03	PLATE FOR BENT CHECK	1	0		PR-1525-03			Attribute	mm	Insp			$0.00				BTI
PR-1525-03A	MOUSE FOR BEND	1	0		PR-1525-03A			Attribute	mm	insp			$0.00				BTI
PR-1533-01	DROP-ON FOR BENT	1	0		PR-1533-01			Attrbute	MM	Shop floor			$0.00				BTI
PR-1533-02	DROP-ON FOR BENT	1	0		PR-1533-02			Attrbute	MM	Shop floor			$0.00				BTI
PR-1533EMaster-04	Master Casting for Trim	1	0		PR-1533CMaster-03			Attrbute	mm	TRIM PRESS			$0.00				BTI
PR-1533EMaster-07	Master Casting for Trim	1	0					Attrbute	mm	TRIM PRESS			$0.00				BTI
3117-001-GF	O/A FLATNESS GAUGE FIX	2	0					VARIABLE	MM	OAKVILLE STORAGE BIN #2			$0.00	3/1/1994	BTI		BTI
3117-002-F	GO/NOGO FUNC DEPTH/DIA	2	0					VARIABLE	IN	QA STORAGE			$0.00	3/1/1994	BTI		BTI

IN-1262F-01	Depth for holes 37 and 38	2	0		IN-1262F-01			Attrbute	mm	CMM Room			$0.00			Bti BD	BTI
PR-03083713	6" Vernier	2	0		03083713		CD-6"C	Dial	inch, mm	production			$0.00		VERNIER	Mitutoyo	BTI
PR-1262F-01	depth for holes 37 and 38	2	0		IN-1262F-01			Attrbute	mm	CMM Room			$0.00			Bti BD	BTI
PR-1262F-02	HL's 37 & 38 Thd.	2	0		PR-1262F-02			Attrbute	mm	CMM Room			$0.00			BTI - Bd	BTI
PR-1686-02	MACHINE STOCK INDICATOR	2	0		PR-1686-02			Variable	mm	insp			$0.00		JANCOX METAL PRODUCTS	Peerless Gauge	BTI
TR-702-20	.7 - 1.5" CYLINDER GAUGE	2	0				344988						$0.00				BTI
PR-1533-03	Squeeze Pin #5 Depth	6	0		PR-1533-03			Attrbute	inch	PRODUCTION FLOOR			$0.00				BTI
PR-1533-04	Squeeze Pin #12 & 14 Depth	6	0		PR-1533-04			Attrbute	inch	PRODUCTION FLOOR			$0.00				BTI
PR-1533-05	Squeeze Pin #3 & 4 Depth	6	0		PR-1533-05			Attrbute	inch	PRODUCTION FLOOR			$0.00				BTI
PR-1533-06	Squeeze Pin #6 Depth	6	0		PR-1533-06			Attrbute	inch	PRODUCTION FLOOR			$0.00				BTI
PR-1533-07	Squeeze Pin #6 Depth	6	0		PR-1533-07			Attrbute	inch	PRODUCTION FLOOR			$0.00				BTI
0000-026-R	RBTIIUS GAUGE (.01R-.50R)	1	0					ATTRIBUTE	IN	QA CABINET #3/DRAWER #4			$0.00	4/8/1994			BTI
0000-039-M	DEPTH MIC	1	0					VARIABLE	IN	QA CABINET #3/DRAWER #1			$0.00	4/12/1994			BTI
0000-041-M	INTERNAL MIC (6-8MM)	1	0					VARIABLE	MM	QA CABINET #3/DRAWER #8			$0.00	4/8/1994			BTI
0000-044-ST	SURFACE TABLE (36" X 48")	1	0					SURFACE TABLE	IN	INSP. OFFICE			$0.00	12/7/1994			BTI
0000-045-LE	2XCERAMIC PARR (1X2X12")	1	0					PARALLELL BAR	VIS	QA CABINET #3/DRAWER #2			$0.00	10/8/1994			BTI
0000-090-TH	FEELER GAUGE (.0015-.02")	1	0					ATTRIBUTE	VIS	QA CABINET #3/DRAWER #4			$0.00	6/13/1994			BTI
0000-095-C	VERNIER CALIPER DIGITAL(6")	1	0		7196047		CD - 6"P	VARIABLE	IN	QA CABINET #2			$0.00	6/17/1994		MITUTOYO	BTI
0000-101-R	RBTIIUS GAUGE (15.5-25MM)	1	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00	10/21/1994			BTI
0000-103-M	(0-1") DIGITAL MIC	1	0		9035121			VARIABLE	IN	QA CABINET #3/DRAWER #1			$0.00	4/12/1994			BTI
0000-104-M	(1-2") DIGITAL MIC	1	0					VARIABLE	IN	QA CABINET #3/DRAWER #1			$0.00	4/12/1994			BTI
0000-105-M	(2-3') DIGITAL MIC	1	0					VARIABLE	IN	QA CABINET #3/DRAWER #1			$0.00	4/12/1994			BTI

0000-106-M	(3-4") DIGITAL MIC	1	0					VARIABLE	IN	QA CABINET #3/DRAWER #1			$0.00	4/12/1994			BTI
0000-114-HT	HARDNESS TESTER	1	0					ATTRIBUTE	BRINNEL	INSP. OFFICE/TABLE			$0.00	3/3/1994			BTI
0000-121-D	DEPTH VERNIER 6 INCH	1	0		7002770		VDS-6"DC	VARIABLE	MM	QA CABINET #3/DRAWER #5			$0.00	9/8/2000		MITUTOYO	BTI
0000-133-D	CHAMFER DEPTH GAUGE @ 90°	1	0		931669456			VARIABLE	IN	QA CABINET #2			$0.00	2/1/1994			BTI
0000-169-SM	HARDNESS MASTER	1	0					ATTRIBUTE	BRIN	OAKVILLE STORAGE BIN #1			$0.00	1/24/1996			BTI
0000-174-ST	SURFACE TABLE (24" X 36")	1	0					SURFACE TABLE	IN	INSP. OFFICE			$0.00	12/9/1989			BTI
0000-184-I	.01MM TEST INDICATOR	1	0					VARIABLE	MM	QA CABINET #3/DRAWER #9			$0.00	8/13/1997		MITUTOYO	BTI
0000-186-SM	BRINELL TEST BLOCK	1	0		50A0587			ATTRIBUTE	BRIN	QA CABINET #3/DRAWER #7			$0.00	9/11/1997		KING	BTI
0000-228-C	VERNIER CALIPER DIGITAL(6")	1	0		0055559		CD-6"C	DIGITAL	IN/MM	ROBERT S.			$0.00	3/19/1999		MITUTOYO	BTI
0000-234-ST	SURFACE PLATE (12" X 9")	1	0		0912006		517-801	ATTRIBUTE		QA AISLEWAY CABINET #4			$0.00			MITUTOYO	BTI
0000-235-ST	SURFACE PLATE (12" X 9")	1	0		0912009		517-801	ATTRIBUTE		INSP. OFFICE/TABLE			$0.00			MITUTOYO	BTI
0000-236-ST	SURFACE PLATE (12" X 9")	1	0		0912002		517-801	ATTRIBUTE		dcm#16 / D/C			$0.00			MITUTOYO	BTI
0000-238-C	VERNIER CALIPER DIGITAL(150MM)	1	0		0397985		CD-6" CS	VARIABLE	IN/MM	QA CABINET #3/DRAWER #5			$0.00	9/29/1999		MITUTOYO	BTI
0000-256-I	0.01mm TEST INDICATOR	1	0		OK4925		513-404	VARIABLE	MM	QA CABINET #3/DRAWER #9			$0.00	11/7/2000		MITUTOYO	BTI
0000-266-ST	SURFACE TABLE(18"X24")	1	0		1824230		517-805	SURFACE TABLE	IN	QA AISLEWAY/GAGE TABLE			$0.00	10/30/2001	QUALITY ASSURANCE	MITUTOYO	BTI
0000-267-I	TEST INDICATOR.0005"-.030"	1	0		513-302		513-942	VARIABLE	IN	QA CABINET #3/DRAWER #9			$460.80	4/17/2002		MITUTOYO	BTI
0000-288-SM	SURFACE FINISH MASTER	1	-1		334085		178-602 A	ATTRIBUTE	µIN	INSP. OFFICE/TABLE			$0.00	5/5/2004		MITUTOYO	BTI
0000-289-LE	SPECTRO-ANALYSIS M/C	1	0		07P0055		116647/04	SPECTRO	PERCENTAGE	PMT OFFICE			$0.00	4/15/2004		SPECTRO INC.	BTI
0000-307-ST	SURFACE TABLE (24" X 36")	1	0		2436014			SURFACE TABLE	IN	REWORK AREA / D/C			$0.00				BTI
0000-308-P	DELTRONIC PIN GAGE SET# 1	1	0		102100200			ATTRIBUTE	MM	INSP. OFFICE/TABLE			$0.00	4/7/2008	BTI	VERMONT GAGE	BTI
0000-309-P	DELTRONIC PIN GAGE SET# 3	1	0		102100300			ATTRIBUTE	MM	INSP. OFFICE/TABLE			$0.00	4/7/2008	BTI	VERMONT GAGE	BTI
0000-310-P	DELTRONIC PIN GAGE SET# 3	1	0		102100400			ATTRIBUTE	MM	INSP. OFFICE/TABLE			$0.00	4/7/2008	BTI	VERMONT GAGE	BTI

0000-311-P	DELTRONIC PIN GAGE SET# 4	1	0		102100500			ATTRIBUTE	MM	INSP. OFFICE/TABLE			$0.00	4/7/2008	BTI	VERMONT GAGE	BTI
0000-312-P	DELTRONIC PIN GAGE SET# 5	1	0		102100600			ATTRIBUTE	MM	INSP. OFFICE/TABLE			$0.00	4/7/2008	BTI	VERMONT GAGE	BTI
0000-313-P	DELTRONIC PIN GAGE SET# 6	1	0		102100700			ATTRIBUTE	MM	INSP. OFFICE/TABLE			$0.00	4/7/2008	BTI	VERMONT GAGE	BTI
0000-314-P	DELTRONIC PIN GAGE SET# 7	1	0		102100800			ATTRIBUTE	MM	INSP. OFFICE/TABLE			$0.00	4/7/2008	BTI	VERMONT GAGE	BTI
0000-315-P	DELTRONIC PIN GAGE SET# 8	1	0		102100900			ATTRIBUTE	MM	INSP. OFFICE/TABLE			$0.00	4/7/2008	BTI	VERMONT GAGE	BTI
0000-316-P	DELTRONIC PIN GAGE SET# 9	1	0		102101000			ATTRIBUTE	MM	INSP. OFFICE/TABLE			$0.00	4/7/2008	BTI	VERMONT GAGE	BTI
0000-317-SM	SPECTRO STD (SS-383-AG)	1	0					SPECTRO	%	PMT OFFICE/SPECTRO			$0.00	9/10/2008		ALCOA INC.	BTI
101-1039-I	DIAL INDICATOR .000 - 1.0"	1	0		578907		200010	VARIABLE	INCH	TOOL ROOM			$0.00	10/27/2008			BTI
1264-134-GF	FLATNESS FIXTURE FOR CAST	1	0					GAUGE FIXTURE	MM	QA CABINET #4			$0.00	4/23/1901		R&F	BTI
1264-135-SM	FLATNESS SETTING MASTER	1	0					HARDENNED STEEL MASTER	MM	Q.A. CABINET #5			$0.00	5/9/2001		R&F	BTI
1265-003-GF	FLATNESS FIXTURE FOR CAST	1	0					GAUGE FIXTURE	MM	Q.A. CABINET #5			$0.00	5/8/2001		R&F	BTI
1266-008-GF	FLATNESS FIXTURE FOR CAST	1	0					GAUGE FIXTURE	MM	Q.A. CABINET #5			$0.00	4/24/1901		R&F	BTI
1266-009-SM	FLATNESS SETTING MASTER	1	0					HARDENNED STEEL MASTER	MM	Q.A. CABINET #5			$0.00	5/9/2001		R&F	BTI
1272-025-P	INSIDE BARREL Ø PLUG GAUGE	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	11/3/1999		BTI	BTI
1273-020-F	POS. OF BOLT HOLE	1	0					ATTRIBUTE	MM	QA CABINET #2	11/3/1999		$0.00			BTI	BTI
1419-006-F	FUNCT GAUGE FOR BOLT HOLE	1	0					ATTRIBUTE	MM	DCM#3 / D/C			$0.00			BDC	BTI
1446-002-F	DOWEL TO DOWEL FUNC. GAU.	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	7/14/1997			BTI
1447-001-F	DOWEL TO DOWEL FUNC. GAU.	1	0					ATTRIBUTE	MM	DCM#6 / D/C			$0.00	7/14/1997			BTI
1447-002-F	DOWEL TO DOWEL FUNC. GAU.	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	7/14/1997		BTI	BTI
1545-006-F	FUNCT GAGE FOR MIN DEPTH OF SQUEEZE PIN	1	0					ATTRIBUTE	MM	DCM#7 / d/C				10/27/2004		ALUMETCO	BTI
1545-007-F	FUNCT GAGE FOR MIN DEPTH OF SQUEEZE PIN	1	0					ATTRIBUTE	MM	QA STORAGE				10/27/2004		ALUMETCO	BTI
1546-010A-P	GO FOR DEPTH OF MTG HOLE # 7	1	0					ATTRIBUTE	MM	QA CABINET#2			$0.00	8/28/2007		ALUMETCO	BTI
1547-009A-P	GO FOR DEPTH OF MTG HOLE # 7	1	0					ATTRIBUTE	MM	QA CABINET#2			$0.00	8/28/2007		BTI	BTI
1547-075-F	GO FUNCT GAGE FOR OIL CHANNELS	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	10/30/2006		BTI	BTI

1548-015-P	Go Squeeze Gauge For Ø114	1	0					GO/NOGO	MM	Inspection			$0.00	6/23/2004		R&F	BTI
1548-017-P	Go Squeeze Gauge For Ø114	1	0					GO/NOGO	MM	Inspection			$0.00	6/23/2004		R&F	BTI
1548-022-I	INDICATOR FOR CAST BOWED COND.	1	0					VARIABLE	MM	Inspection			$0.00	1/17/2005		BUTTY	BTI
1548-026-F	NO GO "HEIGHT GAUGE" H#9&10	1	0					ATTRIBUTE	MM	Inspection			$0.00	2/23/2005	BTI	R&F	BTI
1554-001-F	FUNCTION GAGE FOR BENT BOLT HOLES	1	0					ATTRIBUTE	MM	DCM#2 / D/C			$0.00			R&F	BTI
1573-002A-F	GO FUNCT GAGE FOR 10mm DIM	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	9/10/2008	D/C	BTI	BTI
1573-002B-F	GO FUNCT GAGE FOR 10mm DIM	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	9/10/2008	D/C	BTI	BTI
1608-010-F	Ø6.35 STEEL BALL	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	11/8/2002			BTI
1639-012A-F	GO/NOGO FUNCT. FOR DIE BLOW	1	0					ATTRIBUTE	MM	DCM13 / D/C			$0.00	5/23/2007		R&F	BTI
1639-012B-F	GO/NOGO FUNCT. FOR DIE BLOW	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	5/23/2007		R&F	BTI
1639-016-P	GO SQUEEZE PLUG FOR CUP DIA.	1	0					ATTRIBUTE	MM	QA CABINET#2			$0.00	2/8/2006		BTI	BTI
1639-017-F	GO/NOGO FUNCT. WIDTH OF CASTING	1	0					ATTRIBUTE	MM	DCM13 / D/C			$0.00	4/21/2006			BTI
1639-019A-F	GRENBTIE PIN POST CLEARANCE	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00		BTI	BTI	BTI
1639-019-F	GRENBTIE PIN POST CLEARANCE	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00		BTI	BTI	BTI
1640-005-F	GO/NOGO FUNCT. FOR DIE BLOW	1	0					ATTRIBUTE	MM	DCM#1 / D/C			$0.00				BTI
1640-009-F	GO/NOGO FUNCT. FOR MIN DIA OF H# 2	1	0					ATTRIBUTE	MM	Final AuDIt / QA			$0.00	11/2/2006			BTI
1640-010-F	GO/NOGO FUNCT. FOR MIN DIA OF H# 2	1	0					ATTRIBUTE	MM	DCM#1 / D/C			$0.00	11/2/2006			BTI
1640-011-P	NOGO PLUG FOR HOLE # 2 AT BOT	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	12/12/2006		FRANK COX	BTI
1640-012-P	GO/NOGO PLUG FOR HOLE # 2	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	12/12/2006		FRANK COX	BTI
1640-013-I	INDICATOR FOR DEPTH HOLE#2	1	0					VARIABLE	MM	QA CABINET #2			$0.00	12/12/2006		BTI	BTI
1640-015-SM	Ø15.20 SET MASTER	1	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	6/12/2007			BTI
1640-016-I	INDICATOR FOR Ø15.2	1	0					VARIABLE	MM	QA CABINET #4			$0.00	6/12/2007			BTI
1640-018-SM	Ø8.83 SET MASTER RING	1	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #7			$0.00	12/18/2007		FRANK COX	BTI
1650-002-P	GO PLUG FOR 4.75 MIN SLOT	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	10/13/2004		BTI	BTI
1673-047-P	GO/ NOGO PLUG GAGE H#2 & 3	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	6/5/2006	BTI	BTI	BTI

1673-048-P	GO/ NOGO PLUG GAGE H#2 & 3	1	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	6/5/2006	BTI	BTI	BTI
1678-027-GF	FLATNESS -A- FIXTURE	1	0					ATTRIBUTE	MM	QA CABINET #1			$0.00	3/29/2006		R&F	BTI
1713-001-F	FUNCT GAGE PITCH & DEPTH H# 1,2	1	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	9/3/2008	BTI	STELLAR PRECISION	BTI
1713-002-F	FUNCT GAGE PITCH & DEPTH H# 3,4,5,6	1	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	9/3/2008	BTI	STELLAR PRECISION	BTI
1715-001-F	FUNCT GAGE PITCH & DEPTH H# 1,2	1	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	9/4/2008	BTI	STELLAR PRECISION	BTI
1715-002-F	FUNCT GAGE PITCH & DEPTH H# 3,4,5,6	1	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	9/4/2008	BTI	STELLAR PRECISION	BTI
1715-005-F	FUNCT GAGE MIN CAST PROFILE OIL HOLES	1	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	9/4/2008	BTI	STELLAR PRECISION	BTI
1760-003-F	FUNCT PIN DEPTH H#3,4	1	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	9/2/2008		STELLAR PRECISION	BTI
202-005-M	"V" MIC	1	0					VARIABLE	IN	QA CABINET #3/DRAWER #8			$0.00	1/14/1994			BTI
202-010-C	VERNIER CALIPER DIGITAL(8")	1	0					VARIABLE	IN	QA CABINET #3/DRAWER #5			$0.00	2/3/1994			BTI
202-043-SM	.400 V-MIC SETTING MASTER	1	0					ATTRIBUTE	IN	QA CABINET #3/DRAWER #8			$0.00			MITUTOYO	BTI
202-044-SM	.200 V-MIC SETTING MASTER	1	0					ATTRIBUTE	IN				$0.00			MITUTOYO	BTI
PR-1794-03	GO FUNCT GAGE FOR Flange thickness 16.5mm	1	0					ATTRIBUTE	MM	DCM15 / d/C			$0.00	6/30/2006		BTI	BTI
0000-009-I	.01- .80 TEST INDICATOR	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #9			$0.00			MITUTOYO	BTI
0000-013-H	HGT GAUGE (0-18")	2	0		192-656			DIGITAL	IN	QA STORAGE			$0.00	10/18/2002		MITUTOYO	BTI
0000-016-GB	METRIC GAUGE BLOCKS (GRBTIE 2)	2	-1	ISO/IEC 17025	071171	BM1-D87-2	516-946-02	MASTER SET	MM	QA CABINET #3/DRAWER #2			$0.00	8/28/1994		MITUTOYO	BTI
0000-018-A	UNIVERSAL BEVEL PROTRACTO	2	0					VARIABLE	DEG	QA CABINET #3/DRAWER #3			$0.00	5/3/1994			BTI
0000-019-M	INTERNAL MIC	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #8			$0.00	2/19/1994		BOWERS	BTI
0000-024-M	INTERNAL MIC (10-13MM)	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #8			$0.00	4/8/1994		BOWERS	BTI
0000-025-M	INTERNAL MIC (.2-1.2")	2	0		6215997		345-711	VARIABLE	MM	QA CABINET #3/DRAWER #8			$0.00	4/26/1994		MITUTOYO	BTI
0000-027-C	VERNIER CALIPER DIAL (150MM)	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #5			$0.00	4/8/1994			BTI

0000-030-I	DIA IND (0.1)	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #9			$0.00	4/12/1994			BTI
0000-034A-T	M10 X 1.5-6H THREBTI GAUGE	2	0		57554-G			GO/NOGO		QA CABINET #3/DRAWER #4			$0.00			AIR GAGE	BTI
0000-034-T	THREBTI GAUGE (M10X1.5-6H)	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00	2/20/1995			BTI
0000-036-M	INTERNAL MIC (8-10MM)	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #8			$0.00	4/8/1994			BTI
0000-040-H	HGT GAUGE (0-24")	2	0					DIGITAL	IN	QA STORAGE			$0.00	2/19/1994	QUALITY ASSURANCE	MITUTOYO	BTI
0000-042-I	ELEC. MITUTO. IND. BTIAPT.	2	0					ELECTRONIC	MM	QA CABINET #3/DRAWER #9			$0.00	5/10/1994			BTI
0000-043-I	TORQUE MASTER	2	-1					VARIABLE	FTLB	QA AISLEWAY/QA CABINET #4			$0.00	4/25/1994			BTI
0000-046-LE	2XCERAMIC PARR (3/4X1X6")	2	0					PARALLELL BAR	VIS	QA CABINET #3/DRAWER #2			$0.00	10/8/1994			BTI
0000-050-T	THREBTI PITCH GAUGE (.4-.7MM)	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00	10/8/1994			BTI
0000-053-LE	CMM RS (30)	2	-1		A-0489-1089		RS30	VARIABLE	MM	INSP. OFFICE			$0.00	9/13/1994		SHEFFIELD	BTI
0000-069-P	PLUG GAUGE (1/8-27) NPTF	2	0					ATTRIBUTE	IN	OAKVILLE STORAGE BIN #1			$0.00	7/11/1994			BTI
0000-070-P	PLUG GAUGE (3/8-18) NPTF	2	0					ATTRIBUTE	IN	QA CABINET #3/DRAWER #7			$0.00	7/11/1994		FRANK COX	BTI
0000-071-P	PLUG GAUGE (1/4-18) NPTF	2	0					ATTRIBUTE	IN	OAKVILLE STORAGE BIN #1			$0.00	7/11/1994			BTI
0000-072-P	PLUG GAUGE (1/2-14) NPTF	2	0					ATTRIBUTE	IN	OAKVILLE STORAGE BIN #1			$0.00	7/11/1994			BTI
0000-073-P	PLUG GAUGE (3/4-14) NPTF	2	0					ATTRIBUTE	IN	OAKVILLE STORAGE BIN #1			$0.00	7/11/1994			BTI
0000-074-C	VERNIER CALIPER DIGITAL	2	0					VARIABLE	IN	QA CABINET #3/DRAWER #5			$0.00	3/3/1994			BTI
0000-076-T	THREBTI GAUGE	2	0		H28-1957			ATTRIBUTE	IN	QA CABINET #3/DRAWER #4			$0.00	9/25/1994			BTI
0000-077-H	HGT GAUGE (0-18")	2	0		192-606			VARIABLE	IN	QA STORAGE			$0.00	4/29/1997		MITUTOYO	BTI
0000-086-I	DIAL IND (.02)	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #9			$0.00	4/12/1994			BTI

0000-088-T	DIAL IND TORQ SCREWDRIVER	2	0		TT250			VARIABLE	INLB	QA STORAGE			$0.00	3/3/1994			BTI
0000-097-T	THREBTI GAUGE (M8X1.25-6H)	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00	4/25/1994		LEITECH	BTI
0000-102-GB	IMPERIAL GAUGE BLOCKS (GRBTIE 2)	2	-1		229822	BE1-81-2	516-902	MASTER SET	IN	QA CABINET #3/DRAWER #2			$0.00	8/28/1994		MITUTOYO	BTI
0000-108-ST	PORTABLE SURFACE TESTER	2	0		902287		Surftest - 211	VARIABLE	UM	QA STORAGE	5/3/1999		$0.00	2/19/1994		MITUTOYO	BTI
0000-109-I	DIAL IND .01MM	2	0					DIAL	MM	QA CABINET #3/DRAWER #9			$0.00	3/3/1994			BTI
0000-109-T	THREBTI GAUGE (M8X1.25-6H)	2	0		A-5524-C			ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00	2/20/1995			BTI
0000-110-T	THREBTI GAUGE (M10X1.5-6H)	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00	2/20/1995			BTI
0000-111-T	THREBTI GAUGE (M12X1.75-6H	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00	2/20/1995			BTI
0000-115-ST	PORTABLE SURFACE TESTER	2	0					VARIABLE	UM	QA STORAGE			$0.00	3/10/1994	FORD		BTI
0000-116-SM	LEAK TESTER	2	0					ATTRIBUTE	SCC / MIN	OAKVILLE STORAGE BIN #2			$0.00	5/28/1994			BTI
0000-117-SM	LEAK TESTER	2	0					ATTRIBUTE	SCC / MIN	OAKVILLE STORAGE BIN #2			$0.00	5/28/1994			BTI
0000-120-C	CALIPERS FOR PULL TESTER	2	0					DIGITAL	MM	QA AISLEWAY/PULL TESTER			$0.00	6/18/1994			BTI
0000-124-T	THREBTI GAUGE (M6X1.0-6H)	2	0					THREBTI	MM	QA CABINET #3/DRAWER #4			$0.00	4/8/1994			BTI
0000-129-M	"V" MIC (.093-1")	2	0					VARIABLE	IN	QA CABINET #3/DRAWER #8			$0.00	1/14/1994			BTI
0000-130-W	TORQUE WRENCH	2	0					VARIABLE	NM	QA STORAGE			$0.00	4/15/1994			BTI
0000-131-T	M4 TEL THREBTI GAUGE	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #4			$0.00	2/1/1994			BTI
0000-132-T	M4 TEL THREBTI GAUGE	2	0	LS-96-04				ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00	2/1/1994			BTI
0000-135-W	TORQUE WRENCH	2	0		A0KN018719		BTIS 8	DIAL	NM	QA CABINET #2			$0.00	2/19/1994			BTI
0000-137-C	VERNIER CALIPER DIGITAL(4")	2	0		0003172		CD-4"B	VARIABLE	IN	INSP. OFFICE/MARC B.			$0.00	4/21/1994			BTI

0000-140-M	INTERNAL MIC	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #8			$0.00	9/8/1994			BTI
0000-141-SM	SETTING MASTER	2	0					HARDENNED STEEL MASTER	MM	DEXCAM			$0.00	11/26/1994			BTI
0000-142-SM	SETTING MASTER	2	0					HARDENNED STEEL MASTER	MM	DEXCAM			$0.00	11/26/1994			BTI
0000-143-SM	SETTING MASTER	2	0					HARDENNED STEEL MASTER	MM	INSP OFFICE Q.A. CABINET #2 / M/.C			$0.00	11/26/1994			BTI
0000-144-SM	SETTING MASTER	2	0					ATTRIBUTE	MM	OAKVILLE STORAGE BIN #2			$0.00	11/26/1994			BTI
0000-145-SM	SETTING MASTER	2	0					HARDENNED STEEL MASTER	IN	DEXCAM			$0.00	11/26/1994			BTI
0000-147-TH	FEELER GAUGE (.006")	2	0					ATTRIBUTE	IN	QA CABINET #3/DRAWER #4			$0.00	9/7/1994			BTI
0000-148-TH	FEELER GAUGE (.006")	2	0					ATTRIBUTE	IN	QA CABINET #3/DRAWER #4			$0.00	9/7/1994			BTI
0000-155-SM	LEAK TEST (6 SCCM @ 45)	2	0					PRESSURE TEST	SCC / MIN	QA CABINET #3/DRAWER #7			$0.00	12/5/1994			BTI
0000-157-SM	LEAK TEST (6 SCCM @ 45)	2	0					ATTRIBUTE	SCC / MIN	OAKVILLE STORAGE BIN #2			$0.00	12/5/1994			BTI
0000-158-SM	SETTING MASTER (LIP Ø)	2	0					ATTRIBUTE	MM	OAKVILLE STORAGE BIN #1			$0.00	7/5/1995			BTI
0000-159-SM	SETTING MASTER (LIP Ø)	2	0					ATTRIBUTE	MM	OAKVILLE STORAGE BIN #1			$0.00	8/3/1995			BTI
0000-160-C	VERNIER CALIPER DIGITAL(6")	2	0		0031491			VARIABLE	IN	QA MGR. OFFICE/ROD W.			$0.00	5/11/1996			BTI
0000-162-TH	FEELER GAUGES (.10-1.0MM)	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00	9/14/1995		STARRET	BTI
0000-163-T	THREBTI GAUGE (M4)	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #4			$0.00	8/23/1996			BTI
0000-166-SM	SPECTRO STD (KD-360-K)	2	0					ATTRIBUTE	%	PMT OFFICE/SPECTRO			$0.00	1/24/1996			BTI
0000-168-SM	SPECTRO STD (KH-380-AX)	2	0					ATTRIBUTE	%	PMT OFFICE/SPECTRO			$0.00	1/24/1996			BTI
0000-172-I	TEST IND (.01 INC)	2	0					DIAL	MM	INSP. OFFICE/TABLE			$0.00	7/8/1996			BTI

0000-175-C	VERNIER CALIPER DIGITAL(6")	2	0		0009490			VARIABLE	MM	TOOL ROOM OFFICE(B.CLAR RIDGE)			$0.00	1/10/1997			BTI
0000-176-M	INTERNAL MIC	2	0					DIGITAL	MM	QA CABINET #3/DRAWER #8			$0.00	1/20/1997		BOWERS	BTI
0000-177-T	THREBTI GAUGE LEITECH(M6X1-6H)	2	0					THREBTI	MM	QA CABINET #3/DRAWER #4			$0.00	5/27/1997		Leitech Instruments	BTI
0000-178-I	DIAL IND.MITUTOYO	2	0					DIAL	MM	QA STORAGE			$0.00	6/9/1997			BTI
0000-179-LE	OPTICAL COMPARATOR	2	-1				DH-214	VARIABLE	MM	QA LAB			$0.00	11/30/1993		DELTRONIC	BTI
0000-180-SM	LEAKTEST(10.02CC/M @20PSI)	2	0					PRESSURE TEST	SCC / MIN	QA CABINET #3/DRAWER #7			$0.00	10/3/1990			BTI
0000-181-SM	LEAKTEST(10.01CC/M @50PSI)	2	0					PRESSURE TEST	SCC / MIN	QA CABINET #3/DRAWER #7			$0.00	10/3/1990			BTI
0000-182-SM	MASTER LEAK TESTER UNIT	2	-1					PRESSURE TEST	SCC / MIN	QA STORAGE			$0.00	6/24/1997			BTI
0000-183-SM	LEAK TEST(6.00SCCM@45PSI)	2	0					PRESSURE TEST	SCC / MIN	QA CABINET #3/DRAWER #7			$0.00	6/13/1997			BTI
0000-185-P	DELTRONIC PIN GAGE	2	0					ATTRIBUTE	IN	INSP. OFFICE/TABLE			$0.00				BTI
0000-187-SM	SURFACE FINISH MASTER	2	0		310857			MASTER SET	µIN	INSP. OFFICE/TABLE			$0.00			MITUTOYO	BTI
0000-192-LE	SPECTRO-ANALYSIS M/C	2	0		2107/89			SPECTRO	PERCENT AGE	PMT OFFICE		4/15/2004	$0.00			SPECTRO INC.	BTI
0000-197-SM	7.996mm ID RING GAGE	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #8			$0.00			BOWERS	BTI
0000-198-SM	8.000mm ID RING GAGE	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #8			$0.00			BOWERS	BTI
0000-199-SM	12.994mm ID RING GAGE	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #8			$0.00			BOWERS	BTI
0000-200-SM	13.001mm ID RING GAGE	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #8			$0.00			BOWERS	BTI
0000-201-SM	13.000mm ID RING GAGE	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #8			$0.00			BOWERS	BTI
0000-202-SM	44.002mm ID RING GAGE	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #8			$0.00			BOWERS	BTI
0000-203-I	0-5MM DIAL INDICATOR	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #9			$0.00			FEDERAL	BTI
0000-207-I	.01MM DIAL IND.	2	0					DIAL	MM	QA CABINET #2			$0.00				BTI

0000-208-I	.01MM DIAL IND.	2	0					DIAL	MM	QA CABINET #2			$0.00				BTI
0000-209-I	.01MM DIAL IND.	2	0					DIAL	MM	QA CABINET #2			$0.00				BTI
0000-210-I	.01MM DIAL IND.	2	0						MM	QA CABINET #2			$0.00				BTI
0000-213-W	TORQUE WRENCH	2	0		971230834		TW450A	DIAL	IN	QA CABINET #2	5/24/1900		$0.00	2/24/1998			BTI
0000-216-SN	.75 - 1.0 BTIJ. SNAP GAGE	2	0		N/A		N/A	ATTRIBUTE	IN	DEXCAM			$0.00				BTI
0000-217-SN	.75 - 1.0 BTIJ. SNAP GAGE	2	0		N/A		N/A	ATTRIBUTE	IN	DEXCAM			$0.00				BTI
0000-218-SN	.75 - 1.0 BTIJ. SNAP GAGE	2	0		N/A		N/A	ATTRIBUTE	IN	DEXCAM			$0.00				BTI
0000-219-ST	PORTABLE SURFACE TESTER	2	0		N/A			ELECTRONIC	UM	QA STORAGE BOX #1			$0.00				BTI
0000-221-T	M4 X .7 6H THREBTI GAUGE	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00	7/21/1998			BTI
0000-222-T	M4 X .7 6H THREBTI GAUGE	2	0					THREBTI	MM	QA CABINET #3/DRAWER #4			$0.00	7/22/1998			BTI
0000-224-C	VERNIER CALIPER DIGITAL(6")	2	0		G810553			VARIABLE	IN/MM	QA CABINET #3/DRAWER #5			$0.00	12/3/1998		FOWLER	BTI
0000-226-I	0.01mm TEST INDICATOR	2	0		6A3602		513-404	VARIABLE	MM	LAYOUT OFFICE/TABLE			$0.00			MITUTOYO	BTI
0000-227-C	VERNIER CALIPER DIGITAL(6")	2	0		0055566		CD-6"C	VARIABLE	IN/MM	CLIFF RIDEOUT / PMT			$0.00	3/19/1999		MITUTOYO	BTI
0000-233-I	DIGITAL DIAL INDICATOR	2	0		603349		543-135	DIGITAL	IN/MM	QA CABINET #2			$0.00			MITUTOYO	BTI
0000-237-LE	HYGROMETER	2	0		028439		736920	DIAL	F°	INSP. OFFICE		8/10/1900	$0.00	8/9/1999		SPER SCIENTIFIC	BTI
0000-240-ST	SURFTEST	2	0		8E0134		SV-402	VARIABLE	UM	INSP. OFFICE/QA CABINET #3			$0.00	12/10/1999		MITUTOYO	BTI
0000-241-SM	SURFACE FINISH MASTER	2	0		932115		178-602	MASTER SET	µIN	INSP. OFFICE/TABLE			$0.00	1/11/1900		MITUTOYO	BTI
0000-242-C	VERNIER CALIPER DIGITAL(6")	2	0		0081747		CD-6"C	VARIABLE	MM	LOUIS D'SOUZA			$0.00	1/18/2000		MITUTOYO	BTI
0000-243-SM	VERNIER CALIPER SETTING MASTER	2	-1		1920			ATTRIBUTE	IN	QA CABINET #2			$572.00	3/30/2000		FRANK J. COX SALES	BTI
0000-246-I	MITUTOYO IND. (0.01 - 12.7MM)	2	0		006376		IDS-1012EB	ELECTRONIC	MM	DEXCAM			$0.00			MITUTOYO	BTI
0000-247-I	MITUTOYO IND. (0.01 - 12.7MM)	2	0		007552		IDS-1012EB	ELECTRONIC	MM	DEXCAM			$0.00			MITUTOYO	BTI
0000-253-SP	REFRACTOMETER	2	0				PR-111	VARIABLE	CONCENTRATION (RATIO)	DIECAST- LUBE LINE AREA			$0.00	8/8/2000		AFAB ENTERPRISES	BTI

0000-254-E	PH SENSOR FRONT / PROBE	2	0		N/A		S650CD	VARIABLE	PH	WASTE WATER TREATMENT ROOM			$0.00	10/26/2000		SENSOREX	BTI
0000-255-E	PH SENSOR REAR / PROBE	2	0		N/A		S650CD	VARIABLE	PH	WASTE WATER TREATMENT ROOM			$0.00	10/26/2000		SENSOREX	BTI
0000-259-C	VERNIER CALIPER DIGITAL(6")	2	0		0568821		CD-6"C	DIGITAL	IN/MM	DEXCAM			$0.00	1/10/2001		MITUTOYO	BTI
0000-260-I	1060 CHECKMASTER COMPARATOR (INDICATOR)	2	0					ELECTRONIC	MM	OAKVILLE STORAGE BIN #2			$0.00	1/17/2001		FRANK J. COX SALES	BTI
0000-261-SP	Spectrophotometer (Spectronic 20 Genesys)	2	0		3SGD003089		4001/4	VARIABLE	Concentration (Lube Ratio)	PMT OFFICE			$0.00	5/8/2001		THERMO SPECTRONIC	BTI
0000-264-C	VERNIER CALIPER DIGITAL(4")	2	0		00019680		CD-4"B	VARIABLE	IN	INSP. OFFICE/Brent S.			$0.00	5/28/2001		MITUTOYO	BTI
0000-272-W	TORQUE WRENCH 25-250 lbf.ft	2	0		0400501531		MFR250HD	DIAL	NM	D/C SUP. OFFICE			$0.00	9/3/2002	BTI	GRAY TOOL	BTI
0000-273-W	TORQUE WRENCH 25-250 lbf.ft	2	0		40104899022		73250	DIAL	NM	TOOL ROOM			$0.00	9/3/2002	BTI	GRAY TOOL	BTI
0000-274-P	DELTRONIC PIN GAGE	2	0					ATTRIBUTE	MM	V9 / M/C			$0.00	10/7/2002		DELTRONIC	BTI
0000-276-SP	DIGITAL THERMOCOUPLE THERMOMETER " TYPE K "	2	0				28-02700-K	VARIABLE	DEG F°	QA LAB			$0.00	3/20/2007		PYROMATION	BTI
0000-277-SM	SPECTROPHOTOMETER STANDARDS (SETTING MASTER)	2	-1	NIST SRM 930d & SRM 1930	325E255005			MASTER SET	NM	PMT OFFICE			$1,824.00	9/27/2002		THERMO SPECTRONIC	BTI
0000-279-ST	SURFACE TABLE(18"X24")	2	0		1824361			SURFACE TABLE	IN	DEXCAM			$0.00	11/23/2002	BTI	MITUTOYO	BTI
0000-280-F	GO GAGE# 1 FOR A82 TUBE MAX LIP Ø21.25	2	0		N/A		N/A	ATTRIBUTE	MM	QA CABINET #3/DRAWER #7			$0.00	10/6/2003		R&F	BTI
0000-281-F	GO GAGE# 3 FOR A82 TUBE MAX LIP Ø21.25	2	0		N/A		N/A	ATTRIBUTE	MM	QA CABINET #3/DRAWER #7			$0.00	10/6/2003		R&F	BTI
0000-283-F	GO GAGE# 1 FOR A81 TUBE MAX LIP Ø18.00	2	0		N/A		N/A	ATTRIBUTE	MM	QA STORAGE			$0.00	10/6/2003		R&F	BTI
0000-284-F	GO GAGE# 2 FOR A81 TUBE MAX LIP Ø18.00	2	0		N/A		N/A	ATTRIBUTE	MM	QA STORAGE			$0.00	10/6/2003		R&F	BTI
0000-285-F	GO GAGE# 1 FOR A80 TUBE MAX LIP Ø9.00	2	0		N/A		N/A	ATTRIBUTE	MM	QA CABINET #3/DRAWER #7			$0.00	10/6/2003		R&F	BTI

0000-286-F	GO GAGE# 1 FOR A80 TUBE MAX LIP Ø9.00	2	0		N/A		N/A	ATTRIBUTE	MM	QA CABINET #3/DRAWER #7			$0.00	10/6/2003		R&F	BTI
0000-287-F	GO GAGE# 2 FOR A82 TUBE MAX LIP Ø21.25	2	0		N/A		N/A	ATTRIBUTE	MM	QA CABINET #3/DRAWER #7			$0.00	10/6/2003		R&F	BTI
0000-290-SC	CLEANLINESS TESTING SCALE	2	0				ME235S	VARIABLE	mg	DEXCAM			$0.00	9/20/2004		SATORIUS	BTI
0000-291-T	M5 X 0.8- 6H THREBTI GAUGE	2	0					THREBTI	MM	DEXCAM			$0.00	10/14/2004		LEITECH	BTI
0000-293-I	.01- .80 mmTEST INDICATOR	2	0		513-404T			VARIABLE	MM	INSP. OFFICE/TABLE			$0.00	11/29/2004		MITUTOYO	BTI
0000-295-P	NOGO PLUG GAGE Ø42.30	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	4/19/2005		BTI	BTI
0000-296-T	LEITECH GO/NG THREBTI 5/16-24 UNF-2B	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00	5/29/2005		LEITECH INSTRUMENTS	BTI
0000-297-C	VERNIER CALIPER DIGITAL(8")	2	0		04626109	500-172	CD-8"C	VARIABLE	IN	QA CABINET #3/DRAWER #5			$0.00	5/29/2005		MITUTOYO	BTI
0000-298-SM	LEAKTEST(49.50 SCC/M@120PSI)	2	0					PRESSURE TEST	SCC / MIN	DEXCAM			$0.00	7/25/2005	BTI	CINCINNATI TEST SYSTEMS	BTI
0000-299-SM	LEAKTEST(SCC/M@100PSI)	2	0					PRESSURE TEST	SCC / MIN	DEXCAM			$0.00	10/1/2005	BTI	ATEQ	BTI
0000-303-SM	SPECTRO STD (SS-383-BTI)	2	0					SPECTRO	%	PMT OFFICE/SPECTRO			$0.00	11/22/2005		ALCOA INC.	BTI
0000-305-SP	Lamotte 1200	2	0				1200	VARIABLE	Concentration (Lube Ratio)	PMT OFFICE			$0.00	9/1/2006		Lamotte	BTI
0000-306-SP	DIGITAL THERMOCOUPLE THERMOMETER " TYPE K "	2	0				28-02700-K	VARIABLE	DEG F°	PMT OFFICE			$0.00	3/20/2007		PYROMATION	BTI
101-1018-I	DIAL INDICATOR	2	0					MITUTOYO	IN	QA CABINET #3/DRAWER #9			$0.00	5/7/1997	BTI		BTI
101-1022-M	(0-25MM) MICROMETER	2	0		7261763			VARIABLE	MM	TOOL ROOM			$0.00	2/15/1999		MITUTOYO	BTI
101-1037-I	DIAL INDICATOR .000 - 1.0"	2	0		576548			VARIABLE	INCH	TOOL ROOM			$0.00	10/16/2006			BTI
101-1038-I	TEST INDICATOR (0.0 - .030in)	2	0		JDB682		513-402	VARIABLE	IN	TOOL ROOM			$0.00	6/5/2007		MITUTOYO	BTI
1120-023-P	GO GAUGE (81.0±.010 DIA)	2	0					ATTRIBUTE	IN	QA STORAGE			$0.00	1/5/1994	BDC		BTI
1120-034-P	GO BOLT HL GAUGE (Ø.448")	2	0		N/A			PLAIN PLUG GAUGE	IN	QA STORAGE			$0.00	1/8/1994			BTI
1120-036-P	GO REAM INSERT DIA.	2	0		N/A			PLAIN PLUG GAUGE	INCH	QA STORAGE			$0.00	12/2/1994			BTI
1120-037-P	GO GAUGE (Ø.448")	2	0		N/A			PLAIN PLUG GAUGE	MM	QA STORAGE			$0.00	3/15/1996			BTI
1120-038-P	GO GAUGE (.448")	2	0		N/A			ATTRIBUTE	MM	QA STORAGE			$0.00	3/15/1996		BTI	BTI

1120C-015-P	GO/NOGO (.338/.348")	2	0		N/A			ATTRIBUTE	IN	QA STORAGE			$0.00	3/7/1994		HILCO	BTI
1120C-024-P	GO GAUGE (.448")	2	0		N/A			ATTRIBUTE	IN	METECH 9-25-08			$0.00	1/5/1994		BTI	BTI
1120C-026-P	ID BARREL GAUGE (Ø1.29")	2	0		N/A			ATTRIBUTE	IN	QA STORAGE			$0.00	1/5/1994	BTI	BTI	BTI
1120C-028-P	ID BARREL GAUGE (Ø1.29")	2	0		N/A			ATTRIBUTE	IN	QA STORAGE			$0.00	1/5/1994			BTI
1120C-030-P	GO BOLT HL GAUGE (.341")	2	0		N/A			ATTRIBUTE	IN	BOX #33			$0.00	1/7/1994			BTI
1120C-031-P	GO GAUGE (.448")	2	0		N/A			ATTRIBUTE	IN	DCM# 3 / D/C			$0.00	1/7/1994			BTI
1120C-032-P	GO GAUGE (Ø.81")	2	0		N/A			ATTRIBUTE	IN	BOX #33			$0.00	1/7/1994			BTI
1120D-019-H	SCRIBED M/C HEIGHT	2	0					VARIABLE	MM	QA STORAGE			$0.00	12/8/1994	BTI		BTI
1198-001-OD	DIAL IND (0-12.7MM)	2	0					VARIABLE	IN	QA STORAGE			$0.00	3/7/1994			BTI
1229-006-I	INDICATOR	2	0					VARIABLE	MM	QA STORAGE			$0.00				BTI
1229-018-P	GO/NOGO (33.0 ± .26MM)	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	5/14/1994			BTI
1229-019-P	GO/NOGO (33.0 ± .26MM)	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	5/14/1994			BTI
1229B-017-P	PLUG GAGE	2	0					ATTRIBUTE	N/A	QA STORAGE			$0.00				BTI
1232-030-T	THREBTI GAUGE	2	0					ATTRIBUTE	IN	QA CABINET #3/DRAWER #4			$0.00	2/4/1995	FORD		BTI
1232-070-T	GO/NOGO THREBTI GAGE	2	0		N/A		N/A	ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00				BTI
1232-073-T	GO/NOGO THREBTI GAGE	2	0		N/A		N/A	ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00		BTI		BTI
1232-076-T	GO/NOGO THREBTI GAGE	2	0	LS96-04	N/A		N/A	ATTRIBUTE	MM	QA CABINET #3/DRAWER #4			$0.00				BTI
1232-078-ID	1232E IND. H#7	2	0		301843		N/A	VARIABLE	MM	QA STORAGE			$0.00	12/3/1996			BTI
1232-079-SM	SETTING MASTER RING(15.65	2	0		N/A		N/A	ATTRIBUTE	MM	QA STORAGE			$0.00				BTI
1246-008-I	DIAL IND (0-12.7MM)	2	0					VARIABLE	MM	QA STORAGE			$0.00	2/18/1994	FORD		BTI
1246-029-P	BOLT HOLE GAGE	2	0					ATTRIBUTE	GO NO GO	QA STORAGE			$0.00				BTI
1246-036-P	GO NO GO GAGE	2	0					ATTRIBUTE	GO NO GO	QA STORAGE			$0.00				BTI
1246-037-P	GO GAUGE (ROTO)	2	0					PLAIN PLUG GAUGE	MM	QA STORAGE			$0.00	3/7/1994		BTI	BTI
1246-040-P	GO BOLT HL (TRIM)	2	0					PLAIN PLUG GAUGE	MM	QA STORAGE			$0.00	3/1/1994			BTI
1246-043-P	GO BOLT HL GAUGE (15.7MM)	2	0					PLAIN PLUG GAUGE	MM	QA STORAGE			$0.00	11/26/1995		BTI	BTI
1246-044-P	GO BOLT HL GAUGE	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	11/26/1995			BTI
1254-012-P	I.D. BARREL PLUG GAUGE	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	6/2/1997			BTI

1254-018-H	O/A HGT	2	0		N/A		N/A	FUNCTIONAL	MM	QA STORAGE			$0.00	8/24/1999		R&F	BTI
1259-038-ID	GO/NOGO (M/C BORE)	2	0					GO/NO GO	MM	OAKVILLE STORAGE BIN #1			$0.00	5/10/2000			BTI
1259-039-SA	TEST SAMPLE FOR CAPABILITY OF INSTRUMENTS	2	0					GO/NO GO	MM	DEXCAM DIV. "FIL FRISINA" / QA			$0.00	8/31/1999		BTI	BTI
1261-040-F	GO/NOGO (BOSS HL #5)	2	0		N/A			GO/NO GO	IN	ARVID TABLE			$0.00	2/7/1994			BTI
1261-041-F	FLUSH PIN (HL #10D) DEPTH	2	0		N/A			ATTRIBUTE	MM	OAKVILLE STORAGE BIN #1		5/19/1999	$0.00	4/14/1909			BTI
1261-052-P	BOLT HL (ROTO)	2	0		N/A			PLAIN PLUG GAUGE	MM	QA STORAGE			$0.00	4/14/1994			BTI
1261-054-GF	BOLT HL FIXTURE	2	0		N/A			GAUGE FIXTURE	MM	QA STORAGE			$0.00	3/5/1994			BTI
1261-056-GF	O/A HGT FUNC GAUGE	2	0		N/A			GAUGE FIXTURE	MM	QA STORAGE			$0.00	2/22/1994			BTI
1261-057-F	GO/NOGO MOUSE	2	0		N/A			GO/NO GO	MM	QA STORAGE			$0.00	4/1/1994			BTI
1261-059-D	DEPTH (HL #6&7)	2	0		N/A			FUNCTIONAL	MM	QA STORAGE			$0.00	3/6/1994			BTI
1261-061-F	SCREW HGT-FUNC PIN	2	0					ATTRIBUTE	MM				$0.00	2/4/1994	FORD		BTI
1261-071-P	GO BOLT HL (ROTO)	2	0		N/A			PLAIN PLUG GAUGE	MM	QA STORAGE			$0.00	1/15/1994		BTI	BTI
1261-073-P	GO BOLT HL (ROTO)	2	0		N/A			PLAIN PLUG GAUGE	MM	QA CABINET #2			$0.00	2/4/1994			BTI
1261-076-GF	O/A HGT (TRIM)	2	0		N/A			GAUGE FIXTURE	MM	QA STORAGE			$0.00	1/3/1995			BTI
1261-077-F	GO/NOGO MOUSE	2	0		N/A			GO/NO GO	MM	QA STORAGE			$0.00	4/3/1994			BTI
1261-078-GF	O/A HGT (TRIM)	2	0		N/A			GAUGE FIXTURE	MM	QA STORAGE			$0.00	1/3/1995			BTI
1261-079-F	GO/NOGO MOUSE	2	0		N/A			GO/NO GO	MM	QA STORAGE			$0.00	4/3/1994			BTI
1261-081-F	FUNC HGT SCREWS (HL #8&9)	2	0					ATTRIBUTE	MM	OAKVILLE STORAGE BIN #1			$0.00	5/18/1994	BTI		BTI
1261-082-P	GO PIN -ROTO (Ø.282")	2	0		N/A			PLAIN PLUG GAUGE	IN	QA STORAGE			$0.00	6/9/1994			BTI
1261-083-P	GO PIN-ROTO (Ø.282")	2	0		N/A			PLAIN PLUG GAUGE	IN	QA STORAGE			$0.00	6/9/1994			BTI
1261-084-P	GO PIN-ROTO (Ø.282")	2	0		N/A			PLAIN PLUG GAUGE	IN	QA STORAGE			$0.00	6/9/1994			BTI
1261-098-P	GO/NOGO PLUG GAUGE	2	0		N/A			GO/NO GO	IN	QA STORAGE			$0.00	1/24/1996			BTI
1261-106-P	MIN Ø GO/NOGO (M4X.7-6H)	2	0		N/A			PLAIN PLUG GAUGE	MM	QA STORAGE			$0.00	10/30/1996			BTI
1261-107-P	MIN Ø GO/NOGO (M4X.7-6H)	2	0		N/A			PLAIN PLUG GAUGE	MM	QA STORAGE			$0.00	10/30/1996			BTI
1261-108-P	BOLT HOLE GO/NO GO	2	0		N/A			GO/NO GO	IN	D#4 / D/C			$0.00	1/23/1997		BTI	BTI
1261-109-P	BOLT HOLE GO /NO GO	2	0		N/A			GO/NO GO	IN	QA STORAGE			$0.00	1/23/1996			BTI

1261-110-SM	MAF SETTING MASTER 61MM	2	0		N/A			HARDENNED STEEL MASTER	MM	OAKVILLE STORAGE BIN #2			$0.00				BTI
1261-111-GF	GAUGE FIXTURE FOR 61MM	2	0		N/A			GAUGE FIXTURE	MM	OAKVILLE STORAGE BIN #2			$0.00				BTI
1261-127-P	GO/NOGO PLUG GAGE	2	0		N/A			GO/NO GO	MM	QA STORAGE			$0.00	5/27/1998			BTI
1261B-098-H	RIVET HGT GAUGE	2	0		N/A			DIAL	MM	QA STORAGE			$0.00	11/10/1995	Q\A	BTI	BTI
1261B-099-SM	RIVET HGT GAUGE MASTER	2	0		N/A			HARDENNED STEEL MASTER	MM	QA STORAGE			$0.00	11/10/1995			BTI
1264-025-F	FUNC DOWEL HGT	2	0					FUNCTIONAL	MM	NIXON			$0.00	2/27/1994			BTI
1264-027-F	DRILL (HL #8&9) DEPTH	2	0					ATTRIBUTE	MM	OAKVILLE STORAGE BIN #1			$0.00	7/13/1993	BTI		BTI
1264-029-F	DRILL (H# 8&9) DEPTH	2	0					FUNCTIONAL	MM	NIXON			$0.00	7/13/1993		BTI	BTI
1264-030-F	DRILL (H# 8&9) DEPTH	2	0					ATTRIBUTE	MM	OAKVILLE STORAGE BIN #1			$0.00	8/13/1993	BTI		BTI
1264-032-T	THREBTI GAUGE (M6X1.0-6H)	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	3/15/1994	FORD		BTI
1264-038-F	FUNC/PIN/H 8,9(POS)	2	0					FUNCTIONAL	MM	QA CABINET #2			$0.00	2/27/1997			BTI
1264-101-P	GO/NOGO PLUG	2	0					GO/NO GO	MM	QA CABINET #2			$0.00	5/5/1994			BTI
1264-104-GF	FUNC GAUGE FLATNESS -B-	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	3/31/1994	BTI		BTI
1264-108-F	GO/NOGO FLANGE THICKNESS	2	0					GO/NO GO	MM	QA STORAGE			$0.00	11/28/1995			BTI
1264-109-F	GO/NOGO FLANGE THICKNESS	2	0					GO/NO GO	MM	GENE D. / T/R			$0.00	11/23/1994			BTI
1264-111-SM	FLATNESS MASTER	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	11/23/1994			BTI
1264-112-SM	FLATNESS MASTER	2	0					ATTRIBUTE	MM	QA CABINET #3/DRAWER #7			$0.00	11/23/1994	FORD		BTI
1264-114-P	MIN Ø (HL#8 and 9)	2	0					PLAIN PLUG GAUGE	MM	NIXON			$0.00	11/23/1994			BTI
1264-116-P	MIN Ø (HL #8 and 9)	2	0					PLAIN PLUG GAUGE	MM	cam IBTIder packaging station / M/C			$0.00	11/23/1994			BTI
1264-117-P	MIN Ø (HL #8&9)	2	0					PLAIN PLUG GAUGE	MM	NIXON			$0.00	11/23/1994		HILCO	BTI
1264-118-P	MIN Ø (HL #8&9)	2	0					PLAIN PLUG GAUGE	MM	NIXON			$0.00	11/23/1994			BTI
1264-123-F	GO GAUGE (DOWEL Ø)	2	0					PLAIN PLUG GAUGE	MM	QA CABINET #2			$0.00	5/1/1998			BTI
1264-124-F	GO GAUGE (DOWEL Ø)	2	0					PLAIN PLUG GAUGE	MM	QA CABINET #2			$0.00	5/1/1998			BTI

1264-126-T	M6 X 1.0 6H GO/NOGO THREBTI GAUGE	2	0	L113	N/A			ATTRIBUTE	MM	NIXON			$0.00	8/18/1998	FORD	FRANK COX	BTI
1264-127-F	Go/nogo depth for long cores	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	10/13/1998		BTI	BTI
1264-138-SM	PRIMARY & SECONDARY LOC. SETTING MASTER	2	0					HARDENNED STEEL MASTER	MM	DYNAVATION / M/C			$0.00	7/30/2003		ELM	BTI
1265-004-F	GO/NOGO FLANGE THICKNESS	2	0					GO/NO GO	MM	NIXON			$0.00	7/1/2002		R&F	BTI
1265-007-F	GO/NOGO FLANGE THICKNESS	2	0					GO/NO GO	MM	NIXON			$0.00	7/1/2002		R&F	BTI
1265-008-F	GO/NOGO FLANGE THICKNESS	2	0					GO/NO GO	MM	QA STORAGE			$0.00	7/22/2002		R&F	BTI
1265-009-F	GO/NOGO FLANGE THICKNESS	2	0					GO/NO GO	MM	QA CABINET#2			$0.00	7/22/2002		R&F	BTI
1265-010-SM	PRIMARY & SECONDARY LOC. SETTING MASTER	2	0					HARDENNED STEEL MASTER	MM	NIXON			$0.00	7/30/2003		ELM	BTI
1265CMMFIXT	1265CMMFIXTURE	2	0					ATTRIBUTE	MM	QA AISLEWAY/SHELF			$0.00			BTI	BTI
1266-008-F	FUNC/GAUGE H 8,9	2	0					FUNCTIONAL	MM	QA CABINET#2			$0.00	2/22/1997			BTI
1266B-003-D	DPTH "C"BORE(21.25/20.75)	2	0					VARIABLE	MM	QA STORAGE			$0.00	2/18/1996	BTI		BTI
1266B-006-P	GO/NOGO OIL HL	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	11/23/1994	BTI		BTI
1266B-007-P	GO/NOGO (Ø 7.7/8.2)	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	11/23/1994	BTI		BTI
1267-004-F	GO/NOGO FLANGE THICKNESS	2	0					GO/NO GO	MM	QA CABINET#2			$0.00	9/9/2002		R&F	BTI
1267-005-F	GO/NOGO FLANGE THICKNESS	2	0					GO/NO GO	MM	QA STORAGE			$0.00	9/9/2002		R&F	BTI
1267-006-F	GO/NOGO FLANGE THICKNESS	2	0					GO/NO GO	MM	NIXON			$0.00	6/18/2003		R&F	BTI
1267-007-F	GO/NOGO FLANGE THICKNESS	2	0					GO/NO GO	MM	NIXON			$0.00	6/18/2003		R&F	BTI
1267-008-SM	PRIMARY & SECONDARY LOC. SETTING MASTER	2	0					HARDENNED STEEL MASTER	MM	NIXON			$0.00	7/30/2003		ELM	BTI
1269-001-P	SQUEEZE GAUGE (BOT CORE)	2	0					SQUEEZE	MM	QA STORAGE			$0.00	7/28/1994			BTI
1269-002-P	SQUEEZE GAUGE(TOP/BOT)	2	0					SQUEEZE	MM	QA STORAGE			$0.00	7/28/1994			BTI
1269-003-SN	GO/NOGO (7MM) FLANGE	2	0					GO/NO GO	MM	QA STORAGE			$0.00	3/8/1994		BTI	BTI
1269-004-GF	BOLT HL FIXTURE	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	6/1/1994	BTI		BTI
1269-008-GF	BOLT HL FIXTURE	2	0					GAUGE FIXTURE	MM	QA STORAGE			$0.00	3/13/1994			BTI
1269-015-F	FUNC HGT SCREWS (HL #8&9)	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	5/15/1994	FORD		BTI

1269-032-F	18.7MM DEPTH GAUGE	2	0					FUNCTIONAL	MM	QA STORAGE			$0.00	5/17/1999		FRANK COX	BTI
1272-003-SM	SET MASTER BARREL (Ø38.2)	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	8/23/1994	BDC		BTI
1272-020-P	GO/NOGO BOLT HL	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	3/20/1994			BTI
1272-021-GF	TUBE POS.1404,1441,1272	2	0	N/A	N/A		N/A	GAUGE FIXTURE	MM	OAKVILLE STORAGE BIN #1			$0.00	3/23/1999		SUN ENGINEERING	BTI
1272-022-P	GO/NOGO BARREL DIA SQEEZ	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00				BTI
1272-024-S	SWEEP GAUGE	2	0	N/A	N/A		N/A	DIAL	MM	OAKVILLE STORAGE BIN #1			$0.00	3/23/1999		MITUTOYO	BTI
1273-017-H	LGE BARREL SCRIBED HGT	2	0		1273			VARIABLE	MM	QA STORAGE			$0.00	1/8/1994	BTI		BTI
1273-024-P	SQUEZ GUAGE - ID Ø54.50/54.75	2	0					SQUEEZE	MM	QA STORAGE			$0.00			R&F	BTI
1273A-002-F		2	0					ATTRIBUTE		QA STORAGE			$0.00				BTI
1287-003-GF	CHECK MASTER COMPARATER	2	0					ATTRIBUTE	MM	QA AISLEWAY/SHELF			$0.00	2/16/1994	FORD		BTI
1287-019-OD	DATUM -B- DIA. GO GAGE	2	0		N/A			ATTRIBUTE	MM	QA STORAGE			$0.00	5/17/1999		FRANK COX	BTI
1287-020-OD	DATUM -B- DIA. GO GAGE	2	0		N/A			ATTRIBUTE	MM	QA STORAGE			$0.00	5/17/1999		FRANK COX	BTI
1287-021-OD	DATUM -B- DIA. GO GAGE	2	0		N/A			ATTRIBUTE	MM	QA STORAGE			$0.00	5/17/1999		FRANK COX	BTI
1288-046-P	DPTH PIN CORE (M6X1)	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	6/25/1994	FORD		BTI
1288-048-F	DEPTH HOLE#10	2	0					FUNCTIONAL	MM	MAC WHITE (BDC) / QA			$0.00	4/14/1998			BTI
1288-049-F	DEPTH HOLE#10	2	0					FUNCTIONAL	MM	MAC WHITE (BDC) / QA			$0.00			BTI	BTI
1288-050-F	DEPTH HOLE#10 FOR ROLL FORM THREBTI	2	0					ATTRIBUTE	MM	MAC WHITE (BDC) / QA			$0.00	1/15/1999		BTI	BTI
1288-051-F	DEPTH HOLE#10 FOR ROLL FORM THREBTI	2	0					ATTRIBUTE	MM	MAC WHITE (BDC) / QA			$0.00	2/15/1999		BTI	BTI
1288-052-F	HOLE #8 FUNCTION DEPTH GAUGE	2	0	N/A				ATTRIBUTE	MM				$0.00	2/19/1999		BTI	BTI
1288-053-F	HOLE #10 CORE GAUGE	2	0		N/A		N/A	FUNCTIONAL		MAC WHITE (BDC) / QA			$0.00	7/27/1999		BTI	BTI
1290-015-F	FUNC THRUST GROOVE POS	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	6/29/1994	BTI		BTI
1290-021-F	HOLE1 TO HOLE2 FUNC.GAUGE CAST	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	1/22/1997			BTI
1291-020-SM	DOWEL HGT (24.84MM)	2	0					HARDENNED STEEL MASTER	MM	FIBRE OPTIC#1			$0.00	5/2/1994			BTI

1291-021-F	NOGO FLANGE THICKNESS	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	5/2/1994		BTI	BTI
1291-022-F	NOGO FLANGE THICKNESS	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	5/2/1994		BTI	BTI
1291-023-F	DOWEL TO DOWEL FUNC GAUG	2	0					FUNCTIONAL	MM	QA STORAGE			$0.00	1/22/1997		BTI	BTI
1291-024-SM	SET MASTER LINE BORE	2	0					HARDENNED STEEL MASTER	IN	R/T3 CELL			$0.00	5/28/1997			BTI
1291-025-I	DIAL IND.(0.0001-.010")	2	0					DIAL	IN	R/T3 CELL			$0.00	5/28/1997			BTI
1291-026-SM	FLANGE THICKNESS MASTER	2	0					HARDENNED STEEL MASTER	MM	R/T3 CELL			$0.00	5/31/1997			BTI
1291-027-SM	FLANGE THICKNESS MASTER	2	0					HARDENNED STEEL MASTER	MM	R/T3 CELL			$0.00	5/31/1997			BTI
1291-028-SM	DOWEL HEIGHT MASTER	2	0					HARDENNED STEEL MASTER	MM	R/T3 CELL			$0.00	5/31/1997			BTI
1291-029-SM	DOWEL HEIGHT MASTER	2	0					HARDENNED STEEL MASTER	MM	R/T3 CELL			$0.00	5/31/1997			BTI
1291-030-P	DOWEL INSIDE DIA.	2	0					PLAIN PLUG GAUGE	MM	R/T3 CELL			$0.00	8/6/1997			BTI
1291-031-P	DOWEL INSIDE DIA.	2	0					PLAIN PLUG GAUGE	MM	RT5 / M/C			$0.00	8/6/1997			BTI
1291-033-P	DOWEL INSIDE DIAMETER	2	0					PLAIN PLUG GAUGE	MM	QA CABINET #2			$0.00	10/20/1998		BTI	BTI
1291-035-F	FLANGE HT. FUNCTION GAUGE	2	0					FUNCTIONAL	MM	DEXCAM		6/12/1999	$0.00	6/2/1998			BTI
1291-036-P	DOWEL INSIDE DIA.	2	0					PLAIN PLUG GAUGE	MM	R/T3 CELL			$0.00	9/27/1998		BTI	BTI
1291-037-SM	20.24 REJ. SET. MASTER	2	0					HARDENNED STEEL MASTER	MM	R/T3 CELL			$0.00	7/15/1998			BTI
1291-038-SM	20.24 REJ. SET. MASTER	2	0					HARDENNED STEEL MASTER	MM	R/T3 CELL			$0.00	7/15/1998			BTI
1291-039-SM	SETTING MASTER FOR VISION	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	8/3/1998			BTI
1291-041-F	1/2 ROUND NOGO GAGE	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	11/6/1999		BTI	BTI
1291-042-F	1/2 ROUND NOGO GAGE	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	11/6/1999		BTI	BTI
1291-043-F	1/2 ROUND NOGO GAGE	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	11/6/1999		BTI	BTI
1291-046-SM	2MM SETTING MASTER WITH DOWELS	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #7			$0.00	3/23/2001		BTI	BTI
1291-047-I	FUNCT. GAGE 6MM DIM (CENTER DOWEL TO EDGE -A-	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #7			$0.00	3/23/2001		BTI	BTI

1291-049-SM	RT8 Vision Setting Master	2	0					HARDENNED STEEL MASTER	MM	R/T8 CELL			$0.00			Harbour	BTI
1291-050-SM	RT8 & RT5 Vision Setting Master	2	0					HARDENNED STEEL MASTER	MM	CLAIRE VANDENPOL / engineering			$0.00	3/12/2002		R&F	BTI
1291-051-SM	RT8 & RT5 Vision Setting Master	2	0					HARDENNED STEEL MASTER	MM	CLAIRE VANDENPOL / engineering			$0.00	3/12/2002		R&F	BTI
1291-056-F	Func gauge insert dia A195 split dowel	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00			BTI	BTI
1291-057-F	FUNCT GAUGE DOWEL TO DOWEL HOLLOW	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	2/16/2005		SUN ENGINEERING	BTI
1291-058-F	FUNCT GAUGE DOWEL TO DOWEL SPLIT	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	2/16/2005		SUN ENGINEERING	BTI
1291-059-F	FUNCT GAUGE DOWEL TO DOWEL HOLLOW	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	2/16/2005		SUN ENGINEERING	BTI
1291-060-F	FUNCT GAUGE DOWEL TO DOWEL SPLIT	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	2/16/2005		SUN ENGINEERING	BTI
1405-012-P	GO GAUGE Ø54.77	2	0					GO	MM	QA STORAGE			$0.00	9/17/1998		BTI	BTI
1414-002-GF	RUNOUT M/C BARREL	2	0		N/A			GAUGE FIXTURE	MM	Q.A. CABINET #5			$0.00	1/15/1995			BTI
1414-002-OD	BARREL DIA GAUGE	2	0		N/A			VARIABLE	MM	DEXCAM			$0.00	7/15/1994			BTI
1414-009-D	CORE DEPTH GAUGE 21MM DIM	2	0		N/A			ATTRIBUTE	MM	QA STORAGE			$0.00	1/15/1995			BTI
1418-011-F	CORE TO CORE FUNC. GAUGE	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	1/22/1997			BTI
1419-004-F	FUNCT GAUGE FOR BOLT HOLE	2	0					ATTRIBUTE	MM	BDC / BDC QA			$0.00	3/3/1997			BTI
1420-006-F	DOWEL TO DOWEL FUNC PIN	2	0					FUNCTIONAL	MM	QA STORAGE			$0.00	1/21/1997			BTI
1424-004-P	GO/NOGO BOLT HL GAGE TRIM	2	0		N/A			ATTRIBUTE	MM	QA STORAGE			$0.00				BTI
1424-005-P	GO/NOGO BOLT HL GAGE TRIM	2	0		N/A		N/A	ATTRIBUTE	MM	QA STORAGE			$0.00			BTI	BTI
1425-004-OD	OD LIP GAUGE	2	0					GAUGE FIXTURE	MM	DEXCAM			$0.00	9/23/1994			BTI
1426-004-SM	MASTER RING THERM DIA	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	9/23/1994	BTI		BTI
1426-006-P	GO/NOGO BOLT HL	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	9/23/1994	BTI		BTI
1426-010-H	O/A HGT	2	0					FUNCTIONAL	MM	QA STORAGE			$0.00	8/24/1999		R&F	BTI
1427-010-P	GO GAUGE BOLT HOLES	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	4/29/2003		BTI	BTI
1427-011-P	GO GAUGE BOLT HOLES	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	4/29/2003		BTI	BTI
1428-006-P	GO BOLT HOLE GAUGE	2	0					ATTRIBUTE	MM				$0.00	2/19/1997			BTI

1428-007-P	GO BOLT HOLE GAUGE TRIM	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	2/19/1997			BTI
1428-015-F	SLIDE FIXTURE FOR MMC CONDITIONS	2	0		N/A			ATTRIBUTE	MM	DEXCAM			$0.00	1/19/1999		R&F	BTI
1428-016-SN	FLANGE THICKNESS GO/NOGO	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00			R&F	BTI
1428-017-F	Mandrel Setup Ring	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	5/24/2005	BTI	BTI	BTI
1436-004-H	GO/NOGO O/A HGT - M/C	2	0					ATTRIBUTE	MM	DEXCAM			$0.00	11/30/1994	FORD		BTI
1441-001-SM	TUBE HL SET MASTER RING	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	4/1/1995			BTI
1441-002-ID	ID TUBE HOL	2	0					DIGITAL	MM	QA STORAGE			$0.00	4/1/1995			BTI
1441-011-P	GO BOLT HL	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	4/1/1995		BTI	BTI
1441-012-P	GO BOLT HL	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	4/1/1995		BTI	BTI
1452-019-P	BOLT DIA GO GAUGE	2	0		N/A			PLAIN PLUG GAUGE	MM	QA STORAGE			$0.00	10/30/1996			BTI
1474-016-I	INTERNAL BORE DIA.(TOP)	2	0		99-2-100		CM2M	DIAL	MM	QA CABINET #3/DRAWER #9			$0.00	3/17/1999		COMPTORGAGE	BTI
1474-017-SM	MASTER SETTING RING Ø7.48MM	2	0		M99000132			HARDENNED STEEL MASTER	MM	QA CABINET #3/DRAWER #9			$0.00	3/17/1999		COMPTORGAGE	BTI
1474-020-P	NOGO PLUG GAGE Ø7.53	2	0		N/A		N/A	PLAIN PLUG GAUGE	MM	OAKVILLE STORAGE BIN #1			$0.00	4/13/2000		BTI	BTI
1475-007-F	FUNCT. FOR CORE BACK UP	2	0		N/A			FUNCTIONAL	IN	OAKVILLE STORAGE BIN #1			$0.00	3/23/1998			BTI
1475-008-P	GO PLUG FOR 65.63 DIA.	2	0		N/A		N/A	ATTRIBUTE	MM	QA STORAGE			$0.00	4/7/1998			BTI
1475-009-P	GO PLUG FOR 65.63 DIA.	2	0		N/A			PLAIN PLUG GAUGE	MM	OAKVILLE STORAGE BIN #2	4/29/1999		$0.00	4/29/1998			BTI
1475-010-P	GO PLUG FOR 65.63 DIA.	2	0		N/A			PLAIN PLUG GAUGE	MM	OAKVILLE STORAGE BIN #1			$0.00	4/29/1998		BTI	BTI
1475-011-P	GO PLUG POS. I.D. OF POST	2	0		N/A			PLAIN PLUG GAUGE	MM	OAKVILLE STORAGE BIN #1			$0.00	5/21/1998			BTI
1475-012-SN	SNAP GAUGE	2	0		N/A			FUNCTIONAL	MM	OAKVILLE STORAGE BIN #1			$0.00	6/5/1998			BTI
1475-013-OD	NO GO " RING GAUGE"	2	0					RING GAUGE	MM	OAKVILLE STORAGE BIN #1			$0.00	9/8/1998		BTI	BTI
1475-014-F	BASE HEIGHT GAUGE	2	0	N/A	N/A		N/A	FUNCTIONAL	MM	OAKVILLE STORAGE BIN #1			$0.00	2/18/1999		BTI	BTI
1475-015-F	FLATNESS PLATE FOR DATUM -A-	2	0	N/A	N/A		N/A	FUNCTIONAL	MM	QA STORAGE			$0.00	2/15/1999		BTI	BTI

1475-016-F	STEP GAGE FOR 2.49MM DIM.	2	0	N/A	N/A		N/A	FUNCTIONAL	MM	OAKVILLE STORAGE BIN #1			$0.00	2/24/1999		FRANK COX	BTI
1475-018-F	BASE HEIGHT GAUGE	2	0		N/A		N/A	FUNCTIONAL	MM	OAKVILLE STORAGE BIN #1			$0.00	6/17/1999		BTI	BTI
1475-021-P	Ø10.20 GO FUNCTION PIN	2	0					ATTRIBUTE	MM	OAKVILLE STORAGE BIN #1			$0.00	6/13/2001		BTI	BTI
1479-047-F	GO GAGE FOR A81 TUBE Ø15.975±.025	2	0		S09642			FUNCTIONAL	MM	INSP. OFFICE BLUE CABINET			$0.00	11/7/2000		FRANK COX	BTI
1479-048-F	GO GAGE FOR A82 TUBE Ø19.075±.025	2	0		S09642			FUNCTIONAL	MM	INSP. OFFICE BLUE CABINET			$0.00	11/7/2000		FRANK COX	BTI
1479-049-F	GO GAGE FOR A80 TUBE Ø7.475±.025	2	0		S09642			FUNCTIONAL	MM	INSP. OFFICE BLUE CABINET			$0.00	11/7/2000		FRANK COX	BTI
1479-050-F	NOGO GAGE FOR A82 TUBE Ø19.075±.025	2	0		S09642			FUNCTIONAL	MM	INCOMMING			$0.00	11/7/2000		FRANK COX	BTI
1479-051-F	NOGO GAGE FOR A81 TUBE Ø15.975±.025	2	0		S09642			FUNCTIONAL	MM	INCOMMING			$0.00	11/7/2000		FRANK COX	BTI
1479-052-F	NOGO GAGE FOR A80 TUBE Ø7.475±.025	2	0		S09642			FUNCTIONAL	MM	INCOMMING			$0.00	11/7/2000		FRANK COX	BTI
1479-055-F	LARGE TUBE HGT GO/NOGO (A82)	2	0					ATTRIBUTE	MM	DEXCAM				9/27/2001		R&F	BTI
1479-063-SM	Low End Reject Setting Master	2	0		N/A			BOUNDARY SAMPLE	MM	DEXCAM			$0.00	1/28/2003		Harbour	BTI
1479-064-SM	Low End Accept Setting Master	2	0		N/A			BOUNDARY SAMPLE	MM	DEXCAM			$0.00	1/28/2003		Harbour	BTI
1479-065-SM	High End Accept Setting Master	2	0		N/A			BOUNDARY SAMPLE	MM	DEXCAM			$0.00	1/28/2003		Harbour	BTI
1479-066-SM	High End Reject Setting Master	2	0		N/A			BOUNDARY SAMPLE	MM	DEXCAM			$0.00	1/28/2003		Harbour	BTI
1479-067-SM	Nominal Setting Master	2	0		N/A			BOUNDARY SAMPLE	MM	DEXCAM			$0.00	1/28/2003		Harbour	BTI
1479-068-SM	LEAK TEST (13.06 cc/min@1.5BAR)	2	0		179936P			VARIABLE	SCC / MIN	DEXCAM			$0.00			ATEQ	BTI
1479-070-SA	Red Reject for wrong part I.D.	2	0		N/A			BOUNDARY SAMPLE	MM	DEXCAM			$0.00	2/18/2005		BTI	BTI
1479-075-SA	RED REJECT FOR LEAKER	2	0		N/A			BOUNDARY SAMPLE	SCCM	DEXCAM			$0.00	5/26/2005		BTI	BTI
1479-077-SA	Red Reject for -A- Face not machined	2	0		N/A			BOUNDARY SAMPLE	MM	DEXCAM			$0.00	10/27/2005		BTI	BTI
1479-078A-F	FUNCT GAUGE FOR THICK FLANGE	2	0					ATTRIBUTE	MM	dcm16 / D/C			$0.00	9/10/2007		R&F	BTI
1479-079A-F	FUNCT GAUGE FOR THICK FLANGE	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	9/10/2007		R&F	BTI
1479-080-SN	GO SNAP GAUGE (74DIM)	2	0		N/A		N/A	ATTRIBUTE	IN/MM	dcm16 / D/C			$0.00	4/7/2006		BTI	BTI

1479-081-SN	GO SNAP GAUGE (74DIM)	2	0					ATTRIBUTE	IN/MM	QA CABINET#2			$0.00	4/7/2006		BTI	BTI
1479-083-F	SMALL TUBE HGT GO/NOGO (A80)	2	0					ATTRIBUTE	MM	DEXCAM				6/9/2006		ALUMETCO	BTI
1506-018-F	FUNCTION GAGE FOR BOWED CONDITION	2	0					ATTRIBUTE	MM	Greenwich / Roto			$0.00	4/29/2003		SUN ENGINEERING	BTI
1506-019-F	FUNCTION GAGE FOR BENT FLANGE	2	0					ATTRIBUTE	MM	Greenwich / Roto			$0.00	4/1/2005		BTI	BTI
1509-027-P	No Go plug for zero hole	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	3/17/2005		BTI	BTI
1509-028-P	No Go plug for zero hole	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	3/17/2005		BTI	BTI
1509-029-P	No Go plug for zero hole	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	3/17/2005		BTI	BTI
1534-008-F	SLIDE FIXTURE FOR MMC CONDITIONS	2	0					ATTRIBUTE	MM	DEXCAM			$0.00	5/4/2004		R&F	BTI
1535-016-F	FUNCT GAGE FOR OVERALL HEIGHT	2	0					ATTRIBUTE	MM	OAKVILLE STORAGE BIN #1			$0.00	8/4/2001		MIETECH	BTI
1535-017-F	FUNCT GAGE FOR OVERALL HEIGHT	2	0					ATTRIBUTE	MM	OAKVILLE STORAGE BIN #1			$0.00	8/4/2001		MIETECH	BTI
1538-038-SA	GREEN ACCEPT FOR MAX POROSITY SIZE	2	-1	FLTM CA 105-01 GRBTIE CH (FORD POROSITY SPEC.)	N/A			BOUNDARY SAMPLE		DEXCAM			$0.00	6/12/2002		BTI	BTI
1539-004-P	GO PLUG FOR HOLE # 16 DEPTH SQUEEZE PIN EJ. SIDE	2	0					ATTRIBUTE	MM	QA STORAGE		8/11/2004	$0.00	12/11/2001	BTI	BTI	BTI
1540-001-P	GO PLUG FOR HOLE # 3&4 DEPTH OF SQUEEZE PIN	2	0					ATTRIBUTE	MM	BOX #37			$0.00	10/31/2001	BTI	BTI	BTI
1540-002-P	GO NOGO PLUG FOR HOLE # 3&4 DEPTH OF SQEEZE PIN	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	10/31/2001	BTI	BTI	BTI
1540-003-P	GO PLUG FOR 6.0MM SLOT AREA	2	0					ATTRIBUTE	MM	BOX #37			$0.00	4/25/2002	BTI	BTI	BTI
1540-008-SA	BOUNDARY SAMPLE MASTER FOR POSITION OF Ø129.50 DIA	2	0		N/A			BOUNDARY SAMPLE		INSP. OFFICE/MARC B.				2/3/2003		BTI	BTI
1546-038-F	FLUSH PIN FOR 57.25MM DEPTH OF Ø6.5	2	0					ATTRIBUTE	MM	DEXCAM			$0.00	11/23/2001		BTI	BTI
1546-046-SM	LEAK TEST(5.00SCCM@120.0 PSI)	2	0					PRESSURE TEST	SCC / MIN	DEXCAM			$740.00	8/18/2003		CINCINNATI TEST SYSTEMS	BTI

1546-047-SA	GREEN ACCEPT	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	5/25/2004		BTI	BTI
1546-048-T	GO/NOGO THREBTI GAGE1/4-18NPSI WITH 13/15 STEP	2	0					FUNCTIONAL	MM	DEXCAM			$0.00	3/30/2004		STELLAR PRECISION	BTI
1546-049-SA	RED REJECT FOR LEAKER	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	5/25/2004		BTI	BTI
1546-050-SA	RED REJECT FOR DAT-B- &-C- DOWELS ID DAMAGED	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	5/25/2004		BTI	BTI
1546-051-SA	RED REJECT FOR DAT-C- DOWEL ID DAMAGED	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	5/25/2004		BTI	BTI
1546-052-SA	RED REJECT FOR DAT-B- DOWEL ID DAMAGED	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	5/25/2004		BTI	BTI
1546-053-SA	RED REJECT FOR HOLE# 3 FLASH NOT TRIMMED	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	5/25/2004		BTI	BTI
1546-055-SA	GREEN ACCEPT FOR PRESSURE TEST CASTING ALL HOLES	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	2/18/2005		BTI	BTI
1546-057-T	GO/NOGO THREBTI GAGE1/4-18NPSI WITH 13 MIN STEP	2	0					FUNCTIONAL	MM	DEXCAM			$0.00	5/25/2005		STELLAR PRECISION	BTI
1546-058-T	GO/NOGO THREBTI GAGE M5 X 0.8-6H	2	0					FUNCTIONAL	MM	DEXCAM			$0.00	5/25/2005		STELLAR PRECISION	BTI
1546-059-SA	RED REJECT FOR OVERSIZE DOWEL HOLES	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	5/25/2005		BTI	BTI
1546-060-SA	RED REJECT FOR -B- DOWEL SHALLOW	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	5/30/2005		BTI	BTI
1546-061-SA	RED REJECT FOR -C- DOWEL SHALLOW	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	5/30/2005		BTI	BTI
1546-062-SA	RED REJECT FOR HOLE 4 MISSING	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	7/20/2005		BTI	BTI
1546-063-SA	RED REJECT FOR HOLE 5 MISSING	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	7/20/2005		BTI	BTI
1546-065-SA	RED REJECT FOR HOLE 8 THREBTI MISSING	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	7/20/2005		BTI	BTI
1546-067-SM	MIN MASTER Ø18.030 SOLENOID BORE	2	0					SETTING MASTER RING	MM	DEXCAM			$0.00	10/19/2005		STELLAR PRECISION	BTI
1546-068-SM	MAX MASTER Ø18.048 SOLENOID BORE	2	0					SETTING MASTER RING	MM	DEXCAM			$0.00	10/19/2005		STELLAR PRECISION	BTI
1546-069-SM	MEAN MASTER Ø18.039 SOLENOID BORE	2	0					SETTING MASTER RING	MM	DEXCAM			$0.00	10/19/2005		STELLAR PRECISION	BTI
1546-070-I	BORE GAGE FOR Ø18.03	2	0					SETTING MASTER RING	MM	DEXCAM			$0.00	10/19/2005		STELLAR PRECISION	BTI

1546-071-F	FLUSH PIN FOR 18MM DEPTH OF FILTER BORE	2	0					ATTRIBUTE	MM	DEXCAM			$0.00	1/25/2006		STELLAR PRECISION	BTI
1546-072-F	FLUSH PIN FOR 55.4MM DEPTH OF FILTER BORE	2	0					ATTRIBUTE	MM	DEXCAM			$0.00	1/25/2006		STELLAR PRECISION	BTI
1546-073-F	FLUSH PIN FOR 55.4MM DEPTH OF FILTER BORE	2	0					ATTRIBUTE	MM	DEXCAM			$0.00	1/25/2006		STELLAR PRECISION	BTI
1546-074-T	GO/NOGO THREBTI GAGE5/16-24 UNF-2B WITH 5-7mm STEP	2	0					FUNCTIONAL	MM	DEXCAM			$0.00	1/30/2006		FRANK COX	BTI
1546-075-T	GO/NOGO THREBTI GAGE5/16-24 UNF-2B WITH 5-7mm STEP	2	0					FUNCTIONAL	MM	DEXCAM			$0.00	1/30/2006		FRANK COX	BTI
1546-076-T	GO/NOGO THREBTI GAGE5/16-24 UNF-2B WITH 5-7mm STEP	2	0					FUNCTIONAL	MM	DEXCAM			$0.00	1/30/2006		FRANK COX	BTI
1546-077-I	BORE GAGE FOR SOLENOID DIA	2	0					VARIABLE	MM	DEXCAM			$0.00	3/16/2006		STELLAR PRECISION	BTI
1546-078-SM	MEAN MASTER Ø18.039 SOLENOID BORE	2	0					SETTING MASTER RING	MM	DEXCAM			$0.00	4/7/2006		STELLAR PRECISION	BTI
1546-079-T	GO/NOGO THREBTI GAGE1/4-18NPSI WITH 13/15 STEP	2	0					ATTRIBUTE	MM	DEXCAM			$0.00	3/16/2006		CCGL	BTI
1546-080-SA	RED REJECT FOR HOLE 7 THREBTI MISSING	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	5/2/2006		BTI	BTI
1547-050-SA	RED REJECT FOR DAT-B- &-C- DOWELS ID DAMAGED	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	5/25/2004		BTI	BTI
1547-051-T	GO/NOGO THREBTI GAGE1/4-18NPSI WITH 13/15 STEP	2	0					ATTRIBUTE	MM	DEXCAM			$0.00	3/30/2004		STELLAR PRECISION	BTI
1547-052-T	GO/NOGO THREBTI GAGE 5/16 -24 UNF-2B 6.0 MIN STEP	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	3/30/2004		STELLAR PRECISION	BTI
1547-053-SA	RED REJECT FOR DAT-C- DOWEL ID DAMAGED	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	5/25/2004		BTI	BTI
1547-054-SA	RED REJECT FOR DAT-B- DOWEL ID DAMAGED	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	5/25/2004		BTI	BTI
1547-055-SA	RED REJECT FOR LEAKER	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	5/25/2004		BTI	BTI
1547-057-SA	RED REJECT FOR OVERSIZE DOWEL HOLES	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	5/25/2005		BTI	BTI
1547-058-SA	RED REJECT FOR -B- DOWEL SHALLOW	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	5/30/2005		BTI	BTI
1547-059-SA	RED REJECT FOR -C- DOWEL SHALLOW	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	5/30/2005		BTI	BTI

1547-060-SA	RED REJECT FOR HOLE 4 MISSING	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	7/20/2005		BTI	BTI
1547-061-SA	RED REJECT FOR HOLE 7 THREBTI MISSING	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	7/20/2005		BTI	BTI
1547-062-SA	RED REJECT FOR HOLE 8 THREBTI MISSING	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	7/20/2005		BTI	BTI
1547-063-SA	RED REJECT FOR HOLE 9 THREBTI MISSING	2	0					BOUNDARY SAMPLE	VISUAL	DEXCAM			$0.00	7/20/2005		BTI	BTI
1547-064-SM	MIN MASTER Ø18.040 SOLENOID BORE	2	0					SETTING MASTER RING	MM	DEXCAM			$0.00	10/19/2005		STELLAR PRECISION	BTI
1547-065-SM	MAX MASTER Ø18.058 SOLENOID BORE	2	0					SETTING MASTER RING	MM	DEXCAM			$0.00	10/19/2005		STELLAR PRECISION	BTI
1547-066-SM	MEAN MASTER Ø18.049 SOLENOID BORE	2	0					SETTING MASTER RING	MM	DEXCAM			$0.00	10/19/2005		STELLAR PRECISION	BTI
1547-067-F	FLUSH PIN FOR 18MM DEPTH FILTER BORE	2	0					ATTRIBUTE	MM	DEXCAM			$0.00	1/25/2006		STELLAR PRECISION	BTI
1547-068-F	FLUSH PIN FOR 57.1MM DEPTH OF FILTER BORE	2	0					ATTRIBUTE	MM	DEXCAM			$0.00			STELLAR PRECISION	BTI
1547-069-F	FLUSH PIN FOR 57.1MM DEPTH OF FILTER BORE	2	0					ATTRIBUTE	MM	DEXCAM			$0.00			STELLAR PRECISION	BTI
1547-070-SM	MEAN MASTER Ø18.049 SOLENOID BORE	2	0					SETTING MASTER RING	MM	DEXCAM			$0.00	4/7/2006		STELLAR PRECISION	BTI
1547-071-T	GO/NOGO THREBTI GAGE1/4-18NPSI WITH 13/15 STEP	2	0					ATTRIBUTE	MM	DEXCAM			$0.00	3/16/2006		CCGL	BTI
1547-073-SA	GREEN ACCEPT FOR PRESSURE TEST CASTING ALL HOLES	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	4/26/2006		BTI	BTI
1547-074-SA	RED REJECT FOR HOLE 9 THREBTI MISSING	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	5/25/2004		BTI	BTI
1548-011-F	FUNCTION GAGE FOR O/ H AS CAST	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	11/10/2003		R&F	BTI
1548-012-F	FUNCTION GAGE FOR O/ H AS CAST	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	11/10/2003		R&F	BTI
1548-013-F	FUNCTION GAGE FOR O/ H AS CAST	2	0					ATTRIBUTE	MM	BOX #36			$0.00	11/10/2003		R&F	BTI
1548-014-F	GO NOGO FUNCT GAGE BOWED COND AS CAST	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	1/23/2004		R&F	BTI
1548-016-P	Go Squeeze Gauge For Ø114	2	0					GO/NOGO	MM	QA STORAGE			$0.00	6/23/2004		R&F	BTI

1548-018-I	INDICATOR FOR CAST BOWED COND.	2	0					VARIABLE	MM	QA STORAGE			$0.00	8/28/2004		BUTTY	BTI
1548-020-I	INDICATOR FOR CAST BOWED COND.	2	0					VARIABLE	MM	BOX #36			$0.00	8/28/2004		BUTTY	BTI
1548-024-I	INDICATOR FOR RBTIIAL POINTS(MACHINE NON-CLEANUP)	2	0					VARIABLE	MM	STORAGE ROOM (FLOOR) H4			$0.00	9/20/2004		VISTEON	BTI
1548-027-F	NO GO "HEIGHT GAUGE" H#9&10	2	0					ATTRIBUTE	MM	BOX #35			$0.00	2/23/2005	BTI	BTI	BTI
1548-028-F	NO GO "HEIGHT GAUGE" H#9&10	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	2/23/2004	BTI	R&F	BTI
1548-030-I	INDICATOR TIR OF H#9,10,11	2	0		42079			VARIABLE	MM	QA STORAGE			$0.00	5/10/2005		MITUTOYO	BTI
1548-031-F	GO GAGE Boss Hole # 6 & 7 cast O.D.	2	0					ATTRIBUTE	MM	QA STORAGE				8/8/2005			BTI
1554-002-F	FUNCTION GAGE FOR BENT BOLT HOLES	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00			R&F	BTI
1564-016-P	GO/NOGO PLUG Ø2.5	2	0					ATTRIBUTE	MM	V10 / M/C			$40.50	1/24/2003		FRANK J. COX SALES	BTI
1564-017-P	GO/NOGO PLUG Ø2.5	2	0					ATTRIBUTE	MM	QA STORAGE			$40.50	1/24/2003		FRANK J. COX SALES	BTI
1564-021-I	BORE GAGE FOR Ø2.5	2	0		524-523		HR-05	VARIABLE	MM	QA STORAGE			$0.00	2/5/2003		Fisher Metrology Ltd.	BTI
1564-027-F	BOLT HOLE FUNCTION GAGE CAST	2	0					ATTRIBUTE	MM	LOUIS D. / M/C			$0.00	6/13/2003		R&F	BTI
1564-028-F	STEP GAGE FOR 20.50MM DIM OF Ø2.5 "72° HOLE"	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00			R&F	BTI
1597-017-F	LARGE TUBE HGT GO/NOGO (A20/A213)	2	0					ATTRIBUTE	MM	DEXCAM				3/31/2003		R&F	BTI
1597-018-F	LARGE TUBE HGT GO/NOGO (A82/A212)	2	0					ATTRIBUTE	MM	DEXCAM				3/31/2003		R&F	BTI
1597-019-F	SMALL TUBE HGT GO/NOGO (A80/A210)	2	0					ATTRIBUTE	MM	DEXCAM				3/31/2003		R&F	BTI
1597-036-SA	GREEN ACCEPT	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	4/1/2003		BTI	BTI
1597-037-SA	RED REJECT FOR LEAKER	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	4/1/2003		BTI	BTI
1597-038-F	G0/NOGO SNAP GAGE 11.00mm FLANGE DIM	2	0					ATTRIBUTE	MM	DEXCAM			$540.00	8/19/2003		STELLAR PRECISION	BTI
1598-008-F	DEPTH & PITCH OF HOLES 8,9,10	2	0					ATTRIBUTE	MM	BOX #24			$0.00	9/22/2005		BTI	BTI
1601-001-GF	GAGE FIXTURE FOR POS. OF -E- AS CAST	2	0					GAUGE FIXTURE	MM	QA STORAGE			$0.00	10/16/2004		STELLAR PRECISION	BTI
1601-002-S	DIGITAL SWEEP UNIT FOR POS. OF -E- AS CAST	2	0		01349	543-263	ID-C112AT	VARIABLE	MM	QA STORAGE			$0.00			STELLAR PRECISION	BTI
1635-006A-P	NOGO PLUG GAGEØ5.64 MAX	2	0					ATTRIBUTE	MM	QA CABINET#2			$78.00	12/17/2007	D/C	FRANK COX	BTI

1635-006B-P	NOGO PLUG GAGEØ5.64 MAX	2	0					ATTRIBUTE	MM	QA CABINET#2			$78.00	12/17/2007	D/C	FRANK COX	BTI
1635-015-F	FUNCT GAGE FOR PRESENCE OF BROKEN CORES COV. SIDE	2	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	11/1/2005	D/C	BTI	BTI
1635-016-F	FUNCT GAGE FOR PRESENCE OF BROKEN CORES EJ. SIDE	2	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	11/1/2005	D/C	BTI	BTI
1635-017A-P	NO-GO PLUG GAUGE	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	8/27/2007	D/C	BTI	BTI
1635-018-P	NO GO PLUG GAUGE	2	0					ATTRIBUTE	MM	QA STORAGE		10/12/2007	$0.00		D/C	BTI	BTI
1635-019A-P	NO GO PLUG GAUGE	2	0					ATTRIBUTE	MM	QA CABINET#2			$0.00	8/23/2007	D/C	BTI	BTI
1635-019-P	NO GO PLUG GAUGE	2	0					ATTRIBUTE	MM	QA CABINET#2			$0.00		D/C	BTI	BTI
1635-020-P	GO PLUG GAUGE MIN DEPTH OF CAST HOLES (12 PLACES)	2	0					ATTRIBUTE	MM	D.C.M. # 15 / D/C			$0.00	8/15/2006	D/C	BTI	BTI
1635-021-P	GO PLUG GAUGE MIN DEPTH OF CAST HOLES (12 PLACES)	2	0					ATTRIBUTE	MM	QA CABINET#2			$0.00	8/15/2006	D/C	BTI	BTI
1635-022-P	GO PLUG GAGEØ5.28 MIN	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	11/14/2006	D/C	BTI	BTI
1635-023-P	GO PLUG GAGEØ5.28 MIN	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	11/14/2006	D/C	BTI	BTI
1635-024A-P	NOGO PLUG GAGEØ5.61 MAX	2	0					ATTRIBUTE	MM	D.C.M. # 15 / D/C			$0.00	1/17/2008	D/C	BTI	BTI
1635-025A-F	MAX FUNCTION DEPTH OIL GROOVE	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	9/9/2008	D/C	R&F	BTI
1635-025B-F	MAX FUNCTION DEPTH OIL GROOVE	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	9/9/2008	D/C	R&F	BTI
1636-022-F	FUNCT PIN GAGE FLASH NOT PUNCHED OUT	2	0					ATTRIBUTE	MM	dcm15 / d/C			$0.00	6/2/2005		R&F	BTI
1636-023-F	GO FUNCT GAGE THICKNESS OF CASTING	2	0					ATTRIBUTE	MM	DCM#18 / D/C			$0.00	6/20/2005		BTI	BTI
1636-024-F	GO FUNCT GAGE THICKNESS OF CASTING	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	6/20/2005		BTI	BTI
1636-025-F	GO FUNCT GAGE THICKNESS OF WINDOW	2	0					ATTRIBUTE	MM	DCM14 / D/C			$0.00	8/23/2005		BTI	BTI
1636-027-F	GO FUNCT GAGE FOR FLASH DETECTION	2	0					ATTRIBUTE	MM	LATEM / LATEM			$0.00	10/21/2005		BTI	BTI
1636-028-F	GO FUNCT GAGE FOR FLASH DETECTION	2	0					ATTRIBUTE	MM	LATEM / LATEM			$0.00	10/21/2005		BTI	BTI
1636-029-F	GO FUNCT GAGE FOR O/A THICKNESS	2	0					ATTRIBUTE	MM	DCM15 / d/C			$0.00	6/30/2006		BTI	BTI

1636-030-F	GO FUNCT GAGE THICKNESS OF WINDOW	2	0					ATTRIBUTE	MM	INSPECTION			$0.00	1/5/2007		BTI	BTI
1636-031-F	GO FUNCT GAGE THICKNESS OF WINDOW	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	1/5/2007		BTI	BTI
1636-032-F	GO FUNCT GAGE FOR FLASH DETECTION	2	0					ATTRIBUTE	MM	DCM#18 / D/C			$0.00	4/7/2008		BTI	BTI
1637-006A-P	GO PLUG GAGE FOR 4.75MM MIN WIRE HARNESS DIM	2	0					VARIABLE	MM	QA CABINET #2			$0.00	7/25/2007		BTI	BTI
1637-007-P	GO PLUG GAGE FOR HOLE #14 SQUEEZE PIN	2	0					VARIABLE	MM	QA CABINET #2			$0.00	6/24/2005		STELLAR PRECISION	BTI
1637-008-P	GO PLUG GAGE FOR HOLE #14 SQUEEZE PIN	2	0					VARIABLE	MM	QA CABINET #2			$0.00	6/24/2005		STELLAR PRECISION	BTI
1639-006-F	GO/NOGO FUNCT. FOR DIE BLOW	2	0					ATTRIBUTE	MM	QA CABINET #4			$0.00				BTI
1639-013-SM	REFERENCE PART SETTING MASTER	2	0					ATTRIBUTE	MM	DEXCAM			$0.00	2/7/2005		STELLAR PRECISION	BTI
1640-006-F	GO/NOGO FUNCT. FOR MIN DIA OF H# 2	2	0					ATTRIBUTE	MM	Cyltec			$0.00	9/25/2006			BTI
1640-017-I	INDICATOR FOR DIA HOLE#2 @ 15MM GAGE POINT	2	0					VARIABLE	MM	QA CABINET #3/DRAWER #7			$4,308.00	12/18/2007		FRANK COX	BTI
1651-008-P	GO PLUG GAGE FOR Ø114.75	2	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	7/31/2006		BTI	BTI
1651-009-P	GO PLUG GAGE FOR Ø114.75	2	0					ATTRIBUTE	MM	QA AISLEWAY/GAGE TABLE			$0.00	7/31/2006		BTI	BTI
1651-011-P	GO/NOGO PLUG FOR MIN AND MAX SLOT WIDTH	2	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	2/27/2007		BTI	BTI
1653-001-P	GO PLUG GAGE FOR 4.75MM MIN WIRE HARNESS DIM	2	0					ATTRIBUTE	MM	QA STORAGE			$0.00	10/13/2004		BTI	BTI
1673-044-SA	RED REJECT FOR UNTRIMMED CASTING	2	0					BOUNDARY SAMPLE	SCC / MIN	BOUNDARY SAMPLE CABINET			$0.00	6/1/2006		ALUMETCO	BTI
1673-045-SA	RED REJECT FOR H#11 NOT MACHINED	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	6/1/2006		ALUMETCO	BTI
1674-004-SA	RED REJECT FOR GAP BETWEEN 1672A & 1673A	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	6/1/2006		BTI	BTI
1674-005-SA	RED REJECT WITH A 1672A LEAKER	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	6/1/2006		BTI	BTI
1674-006-SA	RED REJECT WITH A 1673A LEAKER	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	6/1/2006		BTI	BTI

1674-007-SA	GREEN ACCEPT ASSY CASTING 100% LEAK FREE	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	6/1/2006		BTI	BTI
1674-008-SA	RED REJ 1673A HOLE#4 FLASH OVER	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	8/3/2006		BTI	BTI
1674-009-SA	RED REJ 1672A HOLE#3 FLASH OVER	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	8/3/2006		BTI	BTI
1675-001-SA	RED REJECT WITH NO HOLE # 5	2	0					BOUNDARY SAMPLE	SCC / MIN	DEXCAM			$0.00	6/1/2006		ALUMETCO	BTI
1679-002-SA	GREEN ACCEPT ASSY CASTING GREEN ACCEPT CASTING	2	0					BOUNDARY SAMPLE	MM	DEXCAM			$0.00	7/25/2006		BTI	BTI
1679-003-SA	RED REJECT LEAKER CASTING GREEN ACCEPT CASTING	2	0					BOUNDARY SAMPLE	MM	DEXCAM			$0.00	7/25/2006		BTI	BTI
1692-001-P	GO/NOGO PLUG GAGEØ11.0	2	0					ATTRIBUTE	IN/MM	BOX #1			$0.00	3/22/2006		BTI	BTI
1692-002-P	GO GAUGE Ø10.5	2	0					ATTRIBUTE	MM	BOX #1			$0.00	3/22/2006		BTI	BTI
1692-009-P	GO/NOGO PLUG GAGEØ11.0	2	0					ATTRIBUTE	MM	BOX #1			$0.00	11/27/2007		CCGL	BTI
202-007-LE	SINE PLATE	2	0					ATTRIBUTE	INCH	QA CABINET #1			$0.00	2/3/1994			BTI
202-012-I	DIAL IND .0005 - .030"	2	0		91281			VARIABLE	IN	QA CABINET #3/DRAWER #9			$0.00	2/3/1994			BTI
202-014-ST	SURFACE TABLE(18"X24")	2	0					SURFACE TABLE	IN	TOOL CRIB/TABLE			$0.00	8/3/1995			BTI
202-016-GF	TOOL INSERT SET GAUGE	2	0					GAUGE FIXTURE	MM	QA STORAGE		9/22/2003	$0.00	6/7/1996			BTI
202-017-H	HEIGHT GAUGE 0-12	2	0					VARIABLE	INCHES \MM	QA STORAGE			$0.00	12/5/1996			BTI
202-018-I	0-1.00 INCH DIAL INDICATOR	2	0					DIAL	INCH	PAUL EVANS			$0.00	1/13/1997	FORD		BTI
202-021-M	0 - 1" MIC	2	0					VARIABLE	INCH	QA LAB LAYOUT			$0.00	1/13/1997		MITUTOYO	BTI
202-022-M	1-2" MIC	2	0					VARIABLE	INCH	QA LAB LAYOUT			$0.00	1/13/1997		MITUTOYO	BTI
202-023-M	2-3" MIC	2	0					VARIABLE	INCH	QA LAB LAYOUT			$0.00	1/13/1997		MITUTOYO	BTI
202-024-SM	SENSOR&31DIA MASTER	2	0					HARDENNED STEEL MASTER	MM	QA CABINET #3/DRAWER #7			$0.00	3/27/1997			BTI
202-027-I	.001-.100 DIAL INDICATOR	2	0					VARIABLE	IN	QA CABINET #3/DRAWER #9			$0.00				BTI
202-028-M	0-1" OUTSIDE MICROMETER	2	0					VARIABLE	IN	QA CABINET #3/DRAWER #1			$0.00				BTI

202-030-I	TEST INDICATOR .001-.1MM	2	0		106126			TEST IND.	MM	QA STORAGE			$0.00			CARY	BTI
202-031-I	TEST INDICATOR .001-.1MM	2	0		106888			TEST IND.	MM	QA STORAGE			$0.00			CARY	BTI
202-032-I	TEST INDICATOR .001-.1MM	2	0		106627			TEST IND.	MM	QA STORAGE			$0.00			CARY	BTI
202-034-I	TEST INDICATOR .001-.1MM	2	0		106880			TEST IND.	MM	QA STORAGE			$0.00			CARY	BTI
202-035-I	TEST INDICATOR .001-.1MM	2	0		107111			TEST IND.	MM	QA STORAGE			$0.00			CARY	BTI
202-036-I	DIAL IND .0001-.010"	2	0					DIAL	IN/MM	QA STORAGE			$0.00			VALENITE	BTI
202-040-I	DIAL INDICATOR .0001-.050"	2	0		213848			DIAL	IN	QA CABINET #2			$0.00			MITUTOYO	BTI
202-041-I	DIAL INDICATOR 0-5MM	2	0		012721			DIAL	MM	QA CABINET #3/DRAWER #9			$0.00			MITUTOYO	BTI
202-042-SM	PARLEC ZERO GAGE	2	0		ZG-0877			ATTRIBUTE	IN	TOOL CRIB/TABLE			$0.00			PARLEC	BTI
202-046-TS	PARLEC TOOL SETTER	2	0					GAUGE FIXTURE	MM	TOOL CRIB/TABLE			$0.00			PARLEC	BTI
202-049-I	.0005-1.0 INCH DIAL INDICATOR	2	0		412203		52-520-129	DIAL	IN	QA CABINET #2			$0.00	8/31/1998		FOWLER	BTI
202-052-I	0-1.0 INCH DIAL INDICATOR	2	0				52-520-109	VARIABLE	IN	QA CABINET #3/DRAWER #9			$0.00	12/4/2001		FOWLER	BTI
303-001-TC	MICROMITE(THERMOCOUPLE)	2	0					VARIABLE	F°	DENNIS LAHAIE			$0.00	9/18/1997		MICROMITE	BTI
404-001-GL	0 -10000 PSI GLYCERINE/H2O FILLED PRESSURE GAUGE	2	0					VARIABLE	PSI	QA STORAGE SHELF "D"			$0.00	3/5/1999		WIKA	BTI
404-002-GL	0 -10000 PSI GLYCERINE/H2O FILLED PRESSURE GAUGE	2	0					VARIABLE	PSI	QA STORAGE SHELF "D"			$0.00	3/5/1999		WIKA	BTI
404-003-GL	0 -160 PSI GLYCERINE/H2O FILLED PRESSURE GAUGE	2	0					VARIABLE	PSI	MAINTENANCE OFFICE			$0.00	2/5/2005		WIKA	BTI
404-004-GL	0 -2000 PSI GLYCERINE/H2O FILLED PRESSURE GAUGE	2	0					VARIABLE	PSI	MAINTENANCE OFFICE			$0.00	2/5/2005		WIKA	BTI
505-506-SC	SCALE (25 KG OR 50LB CAPACITY)	2	0		93092557		KILOTECH SC25P	SCALE	KG	M/C			$0.00	5/11/1996		KILOTECH	BTI
505-507-SC	SCALE (25 KG OR 50LB CAPACITY)	2	0		95030078		KILOTECH SC25P	SCALE	KG	M/C			$0.00	1/11/1996		KILOTECH	BTI
505-508-SC	SCALE (25 KG OR 50LB CAPACITY)	2	0		95030073		KILOTECH SC25P	SCALE	KG	M/C			$0.00	1/11/1996		KILOTECH	BTI
505-510-SC	SCALE (25 KG OR 50LB CAPACITY)	2	0		SC1169376		KILOTECH SC25P	SCALE	KG	M/C			$0.00	3/24/1997		KILOTECH	BTI
505-511-SC	SCALE (6 KG CAPACITY)	2	0		G977787 GE		FAIRBANKS E-7	SCALE	KG	INSP. OFFICE/TABLE			$0.00	10/21/1998		FAIRBANKS	BTI

505-512-SC	SCALE (25 KG OR 50LB CAPACITY)	2	0		981100752		KILOTECH SC-25P	SCALE	KG	QA STORAGE			$0.00	2/24/1999		KILOTECH	BTI
505-513-SC	SCALE (25 KG OR 50LB CAPACITY)	2	0		981100766		KILOTECH SC-25P	SCALE	KG	M/C			$0.00	2/24/1999		KILOTECH	BTI
505-514-SC	SCALE (25 KG OR 50LB CAPACITY)	2	0		000801132		KILOTECH SC-25P	SCALE	KG	INSP OFFICE / QA			$0.00	8/3/2001		KILOTECH	BTI
505-515-SC	SCALE (25 KG OR 50LB CAPACITY)	2	0		000801131		KILOTECH SC-25P	SCALE	KG	M/C			$0.00	8/3/2001		KILOTECH	BTI
505-516-SC	SCALE (25 KG OR 50LB CAPACITY)	2	0		020200106		KILOTECH SC-25P	SCALE	KG	R/T8 CELL			$1,090.00	12/5/2002		KILOTECH	BTI
505-517-SC	SCALE (25 KG OR 50LB CAPACITY)	2	0		020200092		KILOTECH SC-25P	SCALE	KG	M/C			$1,090.00	12/5/2002		KILOTECH	BTI
505-519-SC	SCALE (35 KG MAX CAPACITY)	2	0		2747499 - 7EG		BBA 442-35 SD	SCALE	KG	M/C				6/20/2005		METLER TOLEDO INC	BTI
505-520-SC	SCALE (35 KG MAX CAPACITY)	2	0		2747499 - 7EG		BBA 442-35 SD	SCALE	KG	M/C				6/20/2005		METLER TOLEDO INC	BTI
505-521-SC	IND. WITH FLOOR SCALE (2500 X 0.5KG CAPACITY)	2	0		2602800		VIPER METLER	VARIABLE	KG	INCOMMING			$0.00	9/13/2006		METLER TOLEDO INC	BTI
505-522-SC	IND. WITH FLOOR SCALE (2500 X 0.5KG CAPACITY)	2	0		2969694-7AK		METLER TOLEDO BBA442	VARIABLE	KG	DIECAST ROTO			$0.00	3/6/2008		METLER TOLEDO INC	BTI
505-523-SC	IND. WITH FLOOR SCALE (2500 X 0.5KG CAPACITY)	2	0		2953762-7LT		METLER TOLEDO BBA442	VARIABLE	KG	DIECAST ROTO			$0.00	3/6/2008		METLER TOLEDO INC	BTI
A09-001-OD	BOWL FEEDER DOWEL GO GAGE	2	0		N/A			FUNCTIONAL	IN	CERTIFIED DOWEL AREA			$0.00	4/3/1998			BTI
AC1PTA	FLOW METER TYPE "D"	2	0		A-104-165		F2PP	FLOW METER TYPE "D "	SCCM	DEXCAM				3/10/1999	BTI	ATEQ	BTI
AC1PTB	FLOW METER TYPE "D"	2	0		A-104-166		F2PP	FLOW METER TYPE "D "	SCCM	DEXCAM				3/10/1999	BTI	ATEQ	BTI
AJHUGHESA09	ANNUAL LAYOUT DOCS	2	0					ANNUAL LAYOUT	MM	INSP. OFFICE COMPONENT CABINET			$0.00			A.J. Hughes Screw Products	BTI
BODYCOTE	TEST CERT FOR SAE 383 MATERIAL FOR GATES	2	0		N/A		N/A	CERTIFICATE	%	R&R BINDER			$0.00	1/7/1999		WABASH	BTI
COMPLETE COMPARATOR	LABORATORY ACCREDITATION	2	0	ISO/IEC GUIDE 17025-1999	N/A		N/A	CERTIFICATE	MM	INSP. OFFICE			$0.00	8/8/2004		COMPLETE COMPARATOR CALIBRATION AND SERVICE	BTI
DYNOVATION VISION	DYNOVATION CAM LBTIDER CELL	2	0		N/A		N/A	VARIABLE	MM				$0.00	5/30/2003		E.L.M.	BTI
F4LF1	HAMILTON THERMAL FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00	9/1/2000			BTI
F5LF2	HAMILTON THERMAL FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00	9/4/2000			BTI
FINCORE	GP-10 LABORATORY ACCREDITATION	2	0					CERTIFICATE		INSP. OFFICE			$0.00	2/28/1998		FINCORE	BTI

FINEANALYSISLAB ACC	LABORATORY ACCREDITATION	2	0	ISO/IEC GUIDE 25	N/A		N/A	CERTIFICATE		INSP. OFFICE			$0.00	5/12/2000		FINE ANALYSIS LABORATORIES LTD.	BTI
FLOWMETER1	FLOW METER TYPE "B"	2	0		59233		822S-L-2-OV1-PV2-V1-HP	FLOW METER TYPE "B"	SCCM	DEXCAM				6/28/2005	BTI	BTIVANCED AUTOMATION	BTI
FLOWMETER2	FLOW METER TYPE "B"	2	0		51839		822S-L-CE-2-OV1-PV2-V1-HP	FLOW METER TYPE "B"	SCCM	DEXCAM				6/28/2005	BTI	BTIVANCED AUTOMATION	BTI
FLOWMETER3	FLOW METER TYPE "B"	2	0		31669		822S-L-2-OV1-PV1-V1-HP	FLOW METER TYPE "B"	SCCM	DEXCAM				6/28/2005	BTI	BTIVANCED AUTOMATION	BTI
FLOWMETER4	FLOW METER TYPE "B"	2	0		28635		822-2-OV1-PV2-V1-MP	FLOW METER TYPE "B"	SCCM	DEXCAM				6/28/2005	BTI	BTIVANCED AUTOMATION	BTI
FLOWMETER5	FLOW METER TYPE "B"	2	0		29216		822-2-OV1-PV2-V1-MP	FLOW METER TYPE "B"	SCCM	JEFF SANDISON / ENG				6/28/2005	BTI	BTIVANCED AUTOMATION	BTI
HB30	195+\-.5 MASTER	2	0					VARIABLE	MM	QA STORAGE			$0.00				BTI
HF19	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00	12/11/2001			BTI
HF51	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF52	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF53	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF54	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF55	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF57	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF58	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF59	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF60	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF61	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF62	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF63	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF64	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
HF65	HOLDING FURNACE	2	0					FURNACE	DEG F°	EDCOR			$0.00				BTI
HF70	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00	2/7/2000			BTI
HF71	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00	12/1/2000			BTI
HF80	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00	2/7/2000			BTI
HF81	HOLDING FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00	12/1/2000			BTI
HNDT-53011	TORQUE WRENCH	2	0					VARIABLE		QA STORAGE			$0.00				BTI
LABCHEMACC	CERTIFICATE OF REGISTRATION	2	0	ISO 9001:2000	N/A		N/A	CERTIFICATE		INSP. OFFICE			$0.00	1/10/2000		LAB CHEM INC.	BTI
MAXXAM ANALYTICS INC	LABORATORY ACCREDITATION	2	0	ISO/IEC GUIDE 17025	N/A		N/A	CERTIFICATE	MM	INSP. OFFICE			$0.00	11/16/2004		MAXXAM ANALYTICS INC	BTI

MCCANNDORVAL	LABORATORY ACCREDITATION	2	0	ISO/IEC GUIDE 17025-1999	N/A		N/A	CERTIFICATE	MM	INSP. OFFICE			$0.00	1/17/2005		McCann Equipment	BTI
MCCANNMISSISSAUGA	LABORATORY ACCREDITATION	2	0	ISO/IEC GUIDE 17025-1999	N/A		N/A	CERTIFICATE	MM	INSP. OFFICE			$0.00	1/17/2005		McCann Equipment	BTI
MELT1	GASMAC FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
MELT2	STRIKO FURNACE	2	0					FURNACE	DEG F°	D/C			$0.00				BTI
NORTHEAST METROLOGY CORP.	LABORATORY ACCREDITATION	2	0	ISO/IEC GUIDE 17025	N/A		N/A	CERTIFICATE OF ACCREDITATION		INSP. OFFICE			$0.00	4/20/2004		NORTHEAST METROLOGY CORP.	BTI
OMEGAA09	ANNUAL LAYOUT DOCS	2	0					ANNUAL LAYOUT	MM	INSP. OFFICE COMPONENT CABINET			$0.00			Omega Screw Products Ltd.	BTI
P04	PRESS. TESTER(WO)TYPE C	2	0					VARIABLE	SCC / MIN	M/C			$0.00		FORD		BTI
P05	PRESS. TESTER(WO)TYPE A	2	0					PRESSURE TEST	SCC / MIN	M/C			$0.00				BTI
P06	PRESS. TESTER(1259)TYPE C	2	0					VARIABLE	SCC / MIN	M/C			$0.00		FORD		BTI
P07	PRESS. TESTER(WO)TYPE B	2	0					PRESSURE TEST	SCC / MIN	DEXCAM			$0.00	11/15/2000			BTI
P08	PRESS. TESTER(WO)TYPE B	2	0					PRESSURE TEST	SCC / MIN	DEXCAM			$0.00				BTI
P09	PRESS. TESTER(WO)TYPE A	2	0					PRESSURE TEST	SCC / MIN	M/C			$0.00				BTI
P10	PRESS. TESTER(WO)TYPE A	2	0					PRESSURE TEST	SCC / MIN	DEXCAM			$0.00				BTI
P11	PRESS. TESTER(WO)TYPE B	2	0					PRESSURE TEST	SCC / MIN	M/C			$0.00				BTI
P12	PRESS. TESTER(WO)TYPE B	2	0					PRESSURE TEST	SCC / MIN	M/C			$0.00				BTI
P-124	5.25-5.75 DIM	2	0					VARIABLE	MM	QA STORAGE			$0.00				BTI
P-125	5.25-5.75 DIM	2	0					VARIABLE	MM	QA STORAGE			$0.00				BTI
P13	PRESS. TESTER(WO)TYPE B	2	0					PRESSURE TEST	SCC / MIN	M/C			$0.00	5/17/2001		SUN ENGINEERING	BTI
P14	PRESS. TESTER(WO)TYPE B	2	0					PRESSURE TEST	SCC / MIN	DEXCAM			$0.00	6/12/2002		SUN ENGINEERING	BTI
P1545	UNDER WATER PRESSURE TESTER	2	0					VARIABLE	MM	MACHINING			$0.00	5/30/2005		SUN ENGINEERING	BTI
P1548	UNDER WATER PRESSURE TESTER	2	0					VARIABLE	MM	MACHINING			$0.00	5/30/2005		SUN ENGINEERING	BTI
PERFECTINSPECTIONLTD	CERTIFICATE OF REGISTRATION	2	0	ISO 9001:2000	N/A		N/A	CERTIFICATE		INSP. OFFICE			$0.00	7/4/2004		PERFECT INSPECTION LTD	BTI

RT10PTA	FLOW METER TYPE "B"	2	0		A-59232		822S-L-2-OV1-PV2-V1-HP	FLOW METER TYPE "B"	SCCM	RT10			$2,025.00	2/21/2001	BTI	SIERRA INSTRUMENTS INC.	BTI
RT10PTB	FLOW METER TYPE "B"	2	0		A-59231		822S-L-2-OV1-PV2-V1-HP	FLOW METER TYPE "B"	SCCM	RT10			$2,025.00	2/21/2001	BTI	SIERRA INSTRUMENTS INC.	BTI
RT5 LOWER	RT5 MACHINING CELL	2	0					MACHINING CELL	MM	RT5 CELL			$0.00				BTI
RT5 UPPER	RT5 MACHINING CELL	2	0					MACHINING CELL		RT5 CELL			$0.00				BTI
RT9PTA	FLOW METER TYPE "B"	2	0		A-59233		822S-L-2-OV1-PV2-V1-HP	FLOW METER TYPE "B"	SCCM	RT9			$2,025.00	2/21/2001	BTI	SIERRA INSTRUMENTS INC.	BTI
RT9PTB	FLOW METER TYPE "B"	2	0		A-59230		822S-L-2OV1-PV2-V1-HP	FLOW METER TYPE "B"	SCCM	RT9			$2,025.00	2/21/2001	BTI	SIERRA INSTRUMENTS INC.	BTI
SPRINGENGA195	ANNUAL LAYOUT DOCS	2	0					ANNUAL LAYOUT	MM	INSP. OFFICE COMPONENT CABINET			$0.00	1/9/2004		Spring Engineering & MFG Corp.	BTI
STATEMETALREG	CERTIFICATE OF REGISTRATION	2	0	ISO 9001:2000	N/A		N/A	CERTIFICATE		INSP. OFFICE			$0.00	4/18/2003		STATE METAL INDUSTRIES	BTI
WABASHGUELPH	CERTIFICATE OF REGISTRATION	2	0		N/A		N/A	CERTIFICATE		INSP. OFFICE			$0.00	12/21/1999		WABASH	BTI
WABASHMISSISSAUGA	CERTIFICATE OF REGISTRATION	2	0	ISO 9001:2000 - ANSI/ISO/ASQ Q9001-2000	N/A		N/A	CERTIFICATE		INSP. OFFICE			$0.00	12/18/1998		WABASH Alloys L.L.C.	BTI
WOLVERINEPLATINGCORP	LABORATORY ACCREDITATION	2	0	ISO/IEC 17025 - GUIDE:1999	N/A		N/A	CERTIFICATE OF ACCREDITATION		INSP. OFFICE			$0.00	7/5/2004		WOLVERINE PLATING CORP.	BTI
101-1033-I	TEST INDICATOR	3	0					VARIABLE	IN	GENE D. / T/R			$0.00	9/3/2002		MITUTOYO	BTI
1713-003-F	FUNCT GAGE PROFILE OF 22.38 DIM	3	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	9/3/2008	BTI	STELLAR PRECISION	BTI
1713-004-GF	GAGE FIXTURE PITCH H#1,2	3	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	9/3/2008	BTI	STELLAR PRECISION	BTI
1715-003-F	FUNCT GAGE PROFILE OF 29.75 DIM	3	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	9/4/2008	BTI	STELLAR PRECISION	BTI
1715-004-GF	GAGE FIXTURE PITCH H#1,2	3	0					ATTRIBUTE	MM	QA CABINET #4			$0.00	9/4/2008	BTI	STELLAR PRECISION	BTI
0000-220-T	M4 X .7 6H THREBTI GAUGE	4	0		N/A		N/A	VARIABLE	MM	QA CABINET #3/DRAWER #4			$0.00	7/21/1998			BTI
1264-136-SN	Flange Thickness Go/Nogo Snap	4	0					Snap Gauge	MM	Cyltec	8/21/2002		$0.00			R&F	BTI
1264-137-SN	Flange Thickness Go/Nogo Snap	4	0					Snap Gauge	MM	Cyltec	8/21/2002		$0.00			R&F	BTI

1265-005-F	GO/NOGO FLANGE THICKNESS	4	0					GO/NO GO	MM	CYLTEC / QA			$0.00	7/1/2002		R&F	BTI
1265-006-F	GO/NOGO FLANGE THICKNESS	4	0					GO/NO GO	MM	CYLTEC / QA			$0.00	7/1/2002		R&F	BTI
1540-004-P	GO PLUG FOR 6.0MM SLOT AREA	4	0					ATTRIBUTE	MM	QA STORAGE			$0.00	4/25/2002	BTI	BTI	BTI
0000-029-I	DIAL IND (.01)	6	0					VARIABLE	MM				$0.00	4/12/1994			BTI
0000-127-C	VERNIER CALIPER DIGITAL (6")	6	0		7258981		CD-6"	VARIABLE	IN	QA CABINET #3/DRAWER #5			$0.00	2/16/1994		MITUTOYO	BTI
0000-128-C	DIGITAL VERNIER (0-6")	6	0					VARIABLE	IN				$0.00	2/26/1994			BTI
0000-146-T	FEELER GAUGE (.006")	6	0					ATTRIBUTE	IN				$0.00	9/7/1994			BTI
0000-153-C	VERNIER CALIPER DIGITAL(6")	6	0		0102615		CD-6"B	DIGITAL	MM				$0.00	12/14/1994		MITUTOYO	BTI
0000-164-I	IND (.01MM - .0005IN)	6	0					VARIABLE	MM				$0.00	11/11/1995			BTI
0000-167-SM	SPECTRO STD (SS-384-CW)	6	0					SPECTRO	%	PMT OFFICE/SPECTRO			$0.00	2/18/2000			BTI
0000-171-C	VERNIER CALIPER DIGITAL(6")	6	0		0129682			DIGITAL	MM	QA CABINET #3/DRAWER #5			$0.00	4/22/1996			BTI
0000-173-LE	PCR MEASUREMENT M/C	6	0					PCR	MM	PCR ROOM			$0.00	8/29/1994			BTI
0000-204-I	.01- .80 TEST INDICATOR	6	0					TEST IND.	MM	QA CABINET #3/DRAWER #9			$0.00			MITUTOYO	BTI
0000-206-I	.01- .80 TEST INDICATOR	6	0					VARIABLE	MM	QA CABINET #3/DRAWER #9			$0.00				BTI
0000-223-C	VERNIER CALIPER DIGITAL(6")	6	0		G871147			DIGITAL	IN/MM	QA STORAGE		12/2/1998	$0.00	9/4/1998		FOWLER	BTI
0000-225-I	.01 TEST INDICATOR	6	0					DIAL	MM	QA AISLEWAY/GAGE TABLE			$0.00	12/17/1998		MITUTOYO	BTI
0000-268-I	TEST INDICATOR.0005"-.030"	6	0		513-302		513-942	TEST IND.	IN	MAREK JARZABEK			$460.80	4/17/2002		MITUTOYO	BTI
0000-269-I	DIAL INDICATOR.001"-.500"	6	0		2415F-10		2415F-10	DIAL IND.	IN	MAREK JARZABEK			$104.40	4/26/2002		MITUTOYO	BTI
101-1019-I	DIAL IND.(0-1")	6	0		N/A		N/A	VARIABLE	IN				$0.00	5/27/1997			BTI
101-1020-I	INDICATOR	6	0					DIAL	IN	TOOL ROOM/SURFACE TABLE			$0.00				BTI
101-1021-I	DIAL IND. (0 - 1")	6	0		51066		N/A	VARIABLE	IN				$0.00				BTI
101-1023-I	DIAL INDICATOR (0-1.00")	6	0		N/A		N/A	VARIABLE	IN	TOOL ROOM		6/15/1900	$0.00	6/21/1999		TECLOCK	BTI
101-1024-I	DIAL INDICATOR	6	0		042311		AI-921	VARIABLE	INCH	TOOL ROOM			$0.00	6/16/1900		TECLOCK	BTI

101-1026-F	6" X 1 3/4" FUNCTIONAL STRAIGHT EDGE	6	0					ATTRIBUTE	IN	QA CABINET #2			$0.00	11/20/2001			BTI
101-1029-F	6" X 1 1/2" FUNCTIONAL STRAIGHT EDGE	6	0					ATTRIBUTE	IN	QA CABINET #2		3/11/2002	$0.00	1/7/2002			BTI
101-1030-I	DIAL INDICATOR	6	0		039103		AI-921	VARIABLE	INCH	TOOL ROOM			$0.00	1/22/2002		TECLOCK	BTI
101-1034-I	DIAL INDICATOR .001 - 1.0"	6	0				AI-921	VARIABLE	INCH	TOOL ROOM			$0.00	3/21/2003		Teclock	BTI
101-1035-I	DIAL INDICATOR .000 - 1.0"	6	0				AI-921	VARIABLE	INCH	TOOL ROOM			$0.00	8/26/2003		Teclock	BTI
1198-012-F	STEP GAUGE (1.02MM)	6	0					ATTRIBUTE	MM	SCRAPPED-DAMAGED			$0.00	3/7/1994	BTI		BTI
1232-009-F	FUNC PIN (HL #7)	6	0					ATTRIBUTE	IN				$0.00	5/19/1994	BTI		BTI
1232-010-F	FUNC PIN (HL #1,2,3)	6	0					ATTRIBUTE	MM				$0.00	5/6/1994	BTI		BTI
1232-011-F	FUNC PIN (HL #4)	6	0					ATTRIBUTE	IN				$0.00	5/19/1994	BTI		BTI
1232-021-P	GO/NOGO (23.9/24.9MM)	6	0					ATTRIBUTE	MM				$0.00	9/17/1994	FORD		BTI
1232-027-P	GO/NOGO (15.8/15.902MM)	6	0					ATTRIBUTE	MM				$0.00	9/17/1993	FORD		BTI
1232-028-P	GO/NOGO (1.16/1.185)	6	0					ATTRIBUTE	IN				$0.00	3/9/1994	BTI		BTI
1232-029-P	GO/NOGO (1.16/1.185)	6	0					ATTRIBUTE	IN				$0.00	9/17/1993	FORD		BTI
1232-032-P	GO/NOGO (8.5/9.5MM)	6	0		N/A			ATTRIBUTE	MM				$0.00	6/1/1994	FORD		BTI
1232-033-P	GO/NOGO (1.16/1.185)	6	0					ATTRIBUTE	IN				$0.00	9/17/1993	BTI		BTI
1232-034-F	FUNC PIN DEPTH (HL #7)	6	0					ATTRIBUTE	IN				$0.00	3/9/1994	BTI		BTI
1232-035-SM	SETTING MASTER (Ø HL #7)	6	0					VARIABLE	MM				$0.00	3/11/1994	VERSATECH		BTI
1232-037-D	DEPTH GAUGE (HL #5-6)	6	0					VARIABLE	MM				$0.00	3/9/1994	BTI		BTI
1232-041-P	PLUG GAUGE (HL #4)	6	0		N/A		N/A	ATTRIBUTE	MM	SCRAPPED-DAMAGED			$0.00	2/8/1993	BTI		BTI
1232-043-P	PLUG GAUGE (HL #7)	6	0					ATTRIBUTE	MM				$0.00	5/25/1994	BTI		BTI
1232-051-SN	GO/NOGO SNAP GAUGE	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	3/9/1994	BTI		BTI
1232-052-SN	GO/NOGO SNAP GAUGE	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	3/9/1994	BTI		BTI
1232-053-F	BAFFLE PLATE	6	0		N/A		N/A	ATTRIBUTE	VIS	QA STORAGE			$0.00	3/9/1994	BTI		BTI
1232-054-F	BAFFLE PLATE	6	0		N/A		N/A	ATTRIBUTE	VIS	QA STORAGE			$0.00	3/25/1994	BTI		BTI
1232-058-P	DEPTH (HL #7)	6	0					ATTRIBUTE	IN				$0.00	3/25/1994	BTI		BTI
1232-061-SM	SET MASTER (HGT HL#1,2,3)	6	0		N/A		N/A	ATTRIBUTE	IN				$0.00	1/9/1994	BTI		BTI
1232-062-F	DEPTH GAUGE (HL #5-6)	6	0		N/A		N/A	VARIABLE	MM				$0.00	7/6/1993	BTI		BTI
1232-063-F	DEPTH GAUGE (HL #5-6)	6	0					VARIABLE	MM				$0.00	3/12/1994	BTI		BTI

1232-068-F	FUNC PIN (HL #7) ROUGHER	6	0					ATTRIBUTE	IN				$0.00	4/20/1994	BTI		BTI
1232-071-P	MINOR DIA. PLUG GAUGE	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	12/3/1996			BTI
1232-074-P	PLUG GAUGE MINOR DIA	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	12/4/1996			BTI
1232-077-P	MINOR DIA PLUG GAUGE	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	12/4/1996			BTI
1232-080-P	GO/NOGO (HL #1,2,3)	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	9/10/1996			BTI
1232-081-P	GO/NOGO (HL #1,2,3)	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	1/9/1994			BTI
1232-082-P	GO/NOGO (HL #1,2,3)	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	1/9/1994			BTI
1232-083-P	GO/NOGO (HL #5-6)	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	1/9/1994			BTI
1232-084-P	GO/NOGO (HL #5-6)	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	1/9/1994			BTI
1232-085-P	GO/NOGO (HL #5-6)	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	1/9/1994			BTI
1232-086-P	GO/NOGO (HL #5-6)	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	1/9/1994			BTI
1232-088-P	PLUG GAUGE TRIM HOLE # 7	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	6/23/1997			BTI
1232-089-P	PLUG GAUGE TRIM HOLE # 7	6	0		N/A		N/A	ATTRIBUTE	MM				$0.00	6/23/1997			BTI
1232-090-P	DEPTH (HL #7) AS CAST	6	0		N/A		N/A	ATTRIBUTE	IN				$0.00	8/14/1997			BTI
1232-091-SA	GREEN ACCEPT CASTING	6	0		N/A		N/A	BOUNDARY SAMPLE	MM	QA STORAGE			$0.00		VERSATECH	BTI	BTI
1232-092-SA	REJECT HOLE 5	6	0		N/A		N/A	BOUNDARY SAMPLE	MM	QA STORAGE			$0.00		VERSATECH	BTI	BTI
1232-093-SA	REJECT HOLE 6	6	0		N/A		N/A	BOUNDARY SAMPLE	MM	QA STORAGE			$0.00		VERSATECH	BTI	BTI
1232E-087-SM	SET MASTER (HGT HL#1,2,3)	6	0		N/A		N/A	ATTRIBUTE	IN				$0.00	1/9/1994			BTI
1246-010-I	DIAL IND (0-12.7MM)	6	0					VARIABLE	MM				$0.00	3/7/1994	FORD		BTI
1246-030-P	GO GAUGE (9.0MM)	6	0					ATTRIBUTE	MM				$0.00	2/18/1994	BTI		BTI
1254-009-H	O/A HGT	6	0					FUNCTIONAL	MM				$0.00	1/7/1994			BTI
1261-018-I	IND MOUSE (61.0MM) DIM	6	0					VARIABLE	IN				$0.00	12/1/1993	FORD		BTI
1261-037-P	PLUG GAUGE BOLT HL	6	0					ATTRIBUTE	MM				$0.00	11/16/1993	BTI		BTI
1261-126-P	GO/NOGO PLUG GAGE	6	0		N/A			GO/NO GO	MM	QA STORAGE			$0.00	5/27/1998			BTI
1264-020-F	FUNC DOWEL POS	6	0					ATTRIBUTE	MM				$0.00	5/5/1993	FORD		BTI
1264-036-F	GO/NOGO FUNC	6	0					ATTRIBUTE	MM	SCRAPPED-DAMAGED			$0.00	11/23/1994			BTI
1264-102-GF	3-IND TO MEAS FLATNESS	6	0					GAUGE FIXTURE	MM			5/24/1901	$0.00	2/27/1994			BTI
1264-107-SM	FLATNESS SETTING MASTER	6	0					HARDENNED STEEL MASTER	MM			5/24/1901	$0.00	7/15/1994			BTI
1264-110-F	GO/NOGO FLANGE THICKNESS	6	0					GO/NO GO	MM	QA CABINET #2			$0.00	11/23/1994		BTI	BTI

1264-125-T	M6 X 1.0 6H GO/NOGO THREBTI GAUGE	6	0	L113	N/A			ATTRIBUTE	MM	INSP. OFFICE/MARC B.		9/21/2003	$0.00	8/18/1998	FORD	FRANK COX	BTI
1269-005-F	FUNC GAUGE FOR ALUM-P	6	0					FUNCTIONAL	MM	QA CABINET #2			$0.00	3/8/1994			BTI
1272-023-P	INSIDE BARREL Ø PLUG GAUGE	6	0					ATTRIBUTE	MM			11/3/1999	$0.00	10/22/1998		BTI	BTI
1290-014-F	DOWEL TO DOWEL	6	0					FUNCTIONAL	MM	R/T3 CELL			$0.00	7/25/1994			BTI
1291-031-SM	SETTING MASTER	6	0					HARDENNED STEEL MASTER	MM	FIBRE OPTIC#1			$0.00	8/6/1997			BTI
1291-032-SM	SETTING MASTER	6	0					HARDENNED STEEL MASTER	MM	FIBRE OPTIC #1			$0.00	8/6/1997			BTI
1291-033-SM	SETTING MASTER	6	0					HARDENNED STEEL MASTER	MM	FIBRE OPTIC#1			$0.00	8/6/1997			BTI
1291-055-F	GO FUNCT. GAGE FOR WIDTH OF CASTING	6	0					FUNCTIONAL	MM	INSP. OFFICE GREY CABINET			$0.00	12/13/2004		BTI	BTI
1296-014-P	GO GAUGE BOLT HLS	6	0					PLAIN PLUG GAUGE	MM	GREY PPAP CABINET			$0.00	1/18/1994			BTI
1296-015-P	GO PIN BOLT HLS	6	0					PLAIN PLUG GAUGE	MM	GREY PPAP CABINET			$0.00	3/22/1994			BTI
1414-016-T	M6 X 1.0 - 6H GO/NOGO THREBTI GAGE	6	0					THREBTI	MM	QA CABINET #2		8/19/2003	$0.00				BTI
1426-003-H	O/A HGT	6	0					FUNCTIONAL	MM				$0.00	9/23/1994			BTI
1506-020-F	FUNCTION GAGE FOR BENT FLANGE	6	0					ATTRIBUTE	MM				$0.00	4/1/2005		BTI	BTI
1509-025-SA	Flash/Sharp Edge Master	6	0					BOUNDARY SAMPLE	VISUAL	BOUNDARY SAMPLE CABINET			$0.00		BTI	BTI	BTI
1510-011-SA	Max sample for solder buildup	6	0					BOUNDARY SAMPLE	VISUAL	BOUNDARY SAMPLE CABINET			$0.00	8/23/1900		BTI	BTI
1510-012-SA	Green Accept sample for Max solid burr at windows	6	0					BOUNDARY SAMPLE	VISUAL	ROTO (R3) / D/C			$0.00	11/29/2000		BTI	BTI
1514-001-P	HOLE # 16 DEPTH SQEEZE PIN	6	0					ATTRIBUTE	MM	QA CABINET #2		8/29/2002	$0.00	11/24/1999		BTI	BTI
1514-002-P	HOLE # 16 DEPTH SQEEZE PIN	6	0					ATTRIBUTE	MM	QA CABINET #2		8/29/2002	$0.00	11/24/1999		BTI	BTI
1539-001-P	GO PLUG FOR HOLE # 16 DEPTH COVER SIDE	6	0					ATTRIBUTE	MM	QA CABINET #2		8/11/2004	$0.00	10/31/2001	BTI	BTI	BTI
1539-002-P	GO PLUG FOR HOLE # 16 DEPTH COVER SIDE	6	0					ATTRIBUTE	MM	QA CABINET #2		8/11/2004	$0.00	10/31/2001	BTI	BTI	BTI

1539-003-P	GO PLUG FOR HOLE # 16 DEPTH SQUEEZE PIN EJ. SIDE	6	0					ATTRIBUTE	MM	QA CABINET #2		8/11/2004	$0.00	12/11/2001	BTI	BTI	BTI
1540-009-F	FUNCTION GAGE FOR HEIGHT OF BOSS # 8 (MACH STOCK)	6	0					ATTRIBUTE	MM	BOX #37			$0.00	4/25/2002	BTI	BTI	BTI
1546-054-SA	GREEN ACCEPT FOR FILTER,& SOLENOID AND HOLE # 7	6	0					BOUNDARY SAMPLE	SCC / MIN	BOUNDARY SAMPLE CABINET			$0.00	2/18/2005		BTI	BTI
1547-072-SA	GREEN ACCEPT	6	0					BOUNDARY SAMPLE	SCC / MIN	BOUNDARY SAMPLE CABINET			$0.00	4/4/2006		BTI	BTI
1548-025-SA	GREEN ACCEPT FOR R57.00 RBTIIAL POINT	6	0					BOUNDARY SAMPLE	MM	BOUNDARY SAMPLE CABINET			$0.00	9/20/2004		VISTEON	BTI
1564-026-F	BOLT HOLE FUNCTION GAGE CAST	6	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	6/13/2003		R&F	BTI
1564-029-F	FUCT. GAGE FOR CAST BEZEL THICKNESS	6	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	2/12/2004		BTI	BTI
1564-030-F	FUNCT. GAGE FOR CAST BEZEL THICKNESS	6	0					ATTRIBUTE	MM	QA CABINET #2			$0.00	2/12/2004		BTI	BTI
1564-031-F	FUNCT. GAGE FOR CAST BEZEL THICKNESS	6	0					ATTRIBUTE	MM	V10 / M/C			$0.00	2/12/2004		BTI	BTI
1601-003-SA	Red Reject for wrong part I.D.	6	0		N/A			BOUNDARY SAMPLE	MM	RT7 / M/C			$0.00	2/18/2005		BTI	BTI
1601-004-SA	Red Reject for -A- Face not machined	6	0		N/A			BOUNDARY SAMPLE	MM	RT6 / M/C			$0.00	10/26/2005		BTI	BTI
1672-010-SA	RED REJECT FOR MACH SHORT LIP	6	0					BOUNDARY SAMPLE	SCC / MIN	BOUNDARY SAMPLE CABINET			$0.00	6/1/2006		ALUMETCO	BTI
1673-049-SA	RED REJECT WITH HOLE # 5	6	0					BOUNDARY SAMPLE	SCC / MIN	BOUNDARY SAMPLE CABINET			$0.00	8/1/2006		ALUMETCO	BTI
202-011-I	DIAL IND	6	0		91726			DIAL	IN			8/31/1999	$0.00	2/3/1994			BTI
202-033-I	TEST INDICATOR .001-.1MM	6	0		107113			TEST IND.	MM	QA CABINET LAYOUT AREA / QA			$0.00			CARY	BTI
202-037-I	DIAL INDICATOR 0-2MM	6	0					DIAL	MM	QA STORAGE			$0.00			FEDERAL	BTI
202-038-I	DIAL INDICATOR 0-2MM	6	0					DIAL	MM	QA STORAGE			$0.00			FEDERAL	BTI
202-039-I	DIAL INDICATOR 0-2MM	6	0					DIAL	MM	TOOL CRIB/TABLE			$0.00			FEDERAL	BTI
202-047-I	DIAL INDICBTITOR 0-2MM	6	0					DIAL	MM	QA STORAGE			$0.00			FEDERAL	BTI

505-501-SC	IND. WITH FLOOR SCALE (5000 X 1LB CAPACITY)	6	0		0586		STERLING XC780	VARIABLE	KG	ROTO			$0.00	9/25/1996		TOLEDO	BTI
505-502-SC	SCALE (80 X 0.02LB)	6	0					VARIABLE	KG				$0.00	1/27/1994	FORD		BTI
505-504-SC	SCALE (25KG X .001KG)	6	0					VARIABLE	KG				$0.00	9/27/1994	FORD		BTI
505-505-SC	IND. WITH FLOOR SCALE (5000 X 1LB CAPACITY)	6	0		12159		STERLING 825-2	VARIABLE	KG	ROTO			$0.00	1/15/1996		KILOTECH	BTI
505-509-SC	SCALE (25 KG OR 50LB CAPACITY)	6	0		SC1169395		KILOTECH SC25P	SCALE	KG	M/C			$0.00	3/24/1997		KILOTECH	BTI
1640-014-SM	18.4MM DEPTH SET MASTER	1	0					ATTRIBUTE	MM	QA			$0.00	12/12/2006		BTI	BTI
1678-025A-P	GO NOGO PLUG GAGE FOR HOLE # 2 & 3	1	0					ATTRIBUTE	MM				$0.00	11/27/2007		FRANK COX	BTI
202-009-C	VERNIER DIGITAL(8")	1	0		1441			VARIABLE	IN/MM				$0.00	2/3/1994	FORD		BTI
PR-1746-01	GAGE FIXTURE FOR POSITION OF HOLES	1	0		AL3Q-6A258-CA			ATTRIBUTE	MM				$0.00	11/9/2009	BTI	METAL PRODUCTION INC.	BTI
1635-024B-P	NOGO PLUG GAGEØ5.61 MAX	2	0					ATTRIBUTE	MM	INSP.			$0.00	1/17/2008	D/C	BTI	BTI
0000-257-SP	DIGITAL SOUND LEVEL METER	2	0		H051296		KLETONK7 010	VARIABLE	dB	BDC PMT DEPT.			$0.00	11/14/1900		KLETON	BTI
AU-1721-01	DIA. 0.27 MIN GO GAUGE	1	0					Attribute	INCH				$0.00			JANCOX METAL PRODUCTS	BTI
AU-1751-01	10.95/ 11.05 Go / NoGo	1	0					Attribute	mm				$0.00			bti	BTI
AU-1774-02	Minor Pitch Diameter	1	0		NEW 2				mm				$0.00				BTI
AU-1774-03	Ø18.519 +/- 0.019 GoNoGo with Depth	1	0		NEW 2			Attribute	mm				$0.00			F. Cox	BTI
IN-1566/1571-10	MOUSE FOR SLOT	1	0		1571			Attrbute	mm	INSPECTION			$0.00		BELL HOUSING		BTI
IN-1645B/1645C MASTER-01	Datum -D- Total Runout Master for Inspection	1	0					Attrbute	mm	CMM Room			$0.00				BTI
IN-1680/82-F06A	24.33 Ring master gauge	1	-1		IN-1680/82-F06A			Attrbute	inch	Insp - Cabinet			$0.00		INSPECTION	Coventry	BTI
IN-OFA-01	CMM Fixture	1	0										$0.00			JANCOX METAL PRODUCTS	BTI
LYT-1504-5-8	CAV# 5,6,7,8 FORD	1	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1533E-5	CAV# 5 FORD	1	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1533E-7	CAV# 7 FORD	1	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI

LYT-1687B	CAV# 1 GETRAG	1	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1697-01	CAV# 1-4 FORD	1	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1722A	CAV# 16	1	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1779B	CAV# 1~2 FORD	1	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1786C	CAV# 1~4 FORD	1	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1791A	CAV# 1~2 GM	1	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
PR-1430-01	GAGE FOR BENT CORE HOLE 14	1	0					Attrbute	IN				$0.00				BTI
PR-1522/1525-04	PLATE FOR BENT CHECK	1	0		PR-1522/1525-04			Attribute	mm	Insp			$0.00			bti	BTI
PR-1522/1525-04A	MOUSE FOR BEND	1	0		PR-1522/1525-04A			Attribute	mm	insp			$0.00			bti	BTI
PR-1566/1571-11	MOUSE FOR SLOT	1	0		1571			Attrbute	mm	INSPECTION			$0.00		BELL HOUSING		BTI
PR-1575-01	Go/Nog Plug gauge	1	0		1575			Attribute	mm	Insp - Cabinet			$0.00			bti - Bd	BTI
PR-1575-03	Go/Nogo Plug gauge	1	0		1575			Attribute	mm	Insp - Cabinet			$0.00			bti - Bd	BTI
PR-1575-04	M8 - Minor Ø - NoGo	1	0		1575			Attribute	mm	Insp - Cabinet			$0.00			bti - Bd	BTI
PR-1607A-01	Flatness Plate & Feeler Gage	1	0						mm				$0.00			Bti	BTI
PR-1639-004P	GO/NOGO 4.8/5.2	1	0					Attribute	METRIC	shop floor			$0.00		1639D	bti	BTI
PR-1644/1645-12	Minor Pitch Diameter	1	0						mm				$0.00				BTI
PR-1644/45-12B	Minor Pitch Diameter	1	0						mm				$0.00				BTI
PR-1680/1682/1764/1767-01	Flatness Plate	1	0						IMPERIAL				$0.00				BTI
PR-1721-02	DIA. 0.27 MIN GO GAUGE	1	0		PR-1721-02			Attribute	INCH				$0.00			JANCOX METAL PRODUCTS	BTI
PR-1722-03	15.776 / 15.800 Go / NoGo	1	0		PR-1722-03			Attribute	mm				$0.00			F. Cox	BTI
PR-1722-04	12.35 / 12.65 Go / NoGo	1	0					Attribute	mm				$0.00			F. Cox	BTI
PR-1722-05	15.775 / 15.801 Go / NoGo	1	0					Attribute	mm				$0.00			F. Cox	BTI
PR-1727A-01	Flatness Plate & Feeler Gage	1	0					Attribute	mm				$0.00			JANCOX METAL PRODUCTS	BTI

PR-1727A-02	Ejector Pin Template	1	0						VISUAL				$0.00			bti	BTI
PR-1732-001-P	GO/NOGO PLUG FOR Ø5.0 - HOLE # 4	1	0					ATTRIBUTE	MM	DEXCAM			$0.00			bti	BTI
PR-1732-002-P	GO/NOGO PLUG FOR Ø9.3 - HOLE # 2	1	0					ATTRIBUTE	MM	DCM13 / D/C			$0.00			bti	BTI
PR-1732-003-P	GO/NOGO PLUG FOR Ø8.5 - HOLE # 3	1	0					ATTRIBUTE	MM	DCM13 / D/C			$0.00	8/29/2004		Bti	BTI
PR-1751-03	10.95/ 11.05 Go / NoGo	1	0					Attribute	mm				$0.00			bti	BTI
PR-1774-02	Minor Pitch Diameter	1	0		NEW #1				mm				$0.00				BTI
PR-1774-03	Ø18.519 +/- 0.019 GoNoGo with Depth	1	0					Attribute	mm				$0.00			F. Cox	BTI
IN-1262DE/1263D-01	DEPTH SEAL GROOVE	2	0					Attribute	Inch	insp			$0.00		FRONT COVER	bti	BTI
IN-1410/1411A LEAK TEST	MASTER FOR PRESUURE TESTER	2	0		10264			A/V		Q A Lab			$0.00				BTI
IN-1478-13	HOLE #13 SQEEZE GAUGE	2	0		IN-1478-01			Attrbute	Inch	Insp - Cabinet			$0.00			bti	BTI
IN-1522B-01	ID Ø1.7516+0.0084"/-0 SPACER	2	0		1522B			Variable	mm	insp - Drawer			$0.00		1522B	Bti BD	BTI
IN-1645BMaster-01	Datum -D- Total Runout Master for Inspection	2	0		IN-1645BMaster-01			Attrbute	mm	CMM Room			$0.00				BTI
IN-1751-02	10.95/ 11.05 Go / NoGo	2	0					Attribute	mm				$0.00			bti	BTI
LYT-1187	CAV#21 & 22 FORD	2	0		RF-E7DE-6604-BA			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1187-01	CAV# 23 & 24 FORD	2	0		RF-E7DE-6604-BA			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1187-02	CAV# 25 & 26 FORD	2	0		RF-E7DE-6604-BA			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1410	CAV# 15 & 16 FORD	2	0		F58E-8508-AC			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1410-01	CAV# 17 & 18 FORD	2	0		F58E-8508-AC			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1411	CAV# 9 & 10 FORD	2	0		RF-F57E-85085-CC			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1411-01	CAV# 11 & 12 FORD	2	0		RF-F57E-85085-CC			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1434	CAV# 1 -> 8 FORD	2	0		RF-4C3E-6C272-CA			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1443	CAV# 3 & 4 FORD	2	0		F80E-6P068-AB			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI

LYT-1444	CAV# 3 & 4 FORD	2	0		F80E-6PO68-BB			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1478	CAV# 3 & 4 FORD	2	0		FR-XL3E-6604-AB			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1478-01	CAV# 5 & 6 FORD	2	0		FR-XL3E-6604-AB			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1504	CAV# 3 & 4 FORD	2	0		1L2E-6884-DC			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1520	CAV# 1 & 2 FORD	2	0		XW43-6A644-DD			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1520C-01	CAV# 3 & 4 FORD	2	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1525-01	CAV# 5 & 6 FORD	2	0		2L1E-6884-EB			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1525-02	CAV# 7 & 8 FORD	2	0		2L1E-6884-EB			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1525-03	CAV# 9 & 10 FORD	2	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1525-04	CAV# 11 & 12 FORD	2	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1525-05	CAV# 13-16 FORD	2	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1528	CAV# 1 FORD	2	0		2C5E-6C086-DA			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1533	CAV# 4 FORD	2	0		RF-3WIC-3550-BA			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1575A	CAV#1 & 2 FORD	2	0					ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1577	CAV# 1 -> 8 FORD	2	0		3M4G-9E434-AA			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
LYT-1660	CAV# 1 -> 4 ACH	2	0		VR7L1C-3A587-BC			ANNUAL LAYOUT		Q.A LAB/STORAGE			$0.00			BURLINGTON DIV.	BTI
M-01	digital pressure gauge	2	0		M-01					Maint.			$0.00				BTI
MASTER GAUGE	MASTER P/T CASTING	2	0		1410/11 MASTER GAUGE CASTING			A/V	Psi	LAYOUT ROOM			$0.00			bti	BTI

MT-FCE-52A	TEMP. CONTROL	2	0		941701641 9003		DC300C-O		K °F	Maintenance			$0.00				BTI
MT-FCE-52B	OVERTEMP CONTROL	2	0		H88462801 96C		DC200E-0		K °F	Maintenance			$0.00				BTI
MT-FCE-53A	TEMP. CONTROL	2	0		0618Y6702 53200002		DC 2500		K °F	Maintenance			$0.00				BTI
MT-FCE-54A	TEMP. CONTROL	2	0		950501719 61002		DC300C-O		K °F	Maintenance			$0.00				BTI
MT-FCE-54B	OVERTEMP CONTROL	2	0		950501719 61001		DC200E-0		K °F	Maintenance			$0.00				BTI
MT-FCE-55A	TEMP. CONTROL	2	0		970301047 89002		DC300C-O		K °F	Maintenance			$0.00				BTI
MT-FCE-55B	OVERTEMP CONTROL	2	0		954801809 26002		DC200E-0		K °F	Maintenance			$0.00				BTI
MT-FCE-57A	TEMP. CONTROL	2	0		945001705 83002		DC300C-O		K °F	Maintenance			$0.00				BTI
MT-FCE-57B	OVERTEMP CONTROL	2	0		945001705 83001		DC200E-0		K °F	Maintenance			$0.00				BTI
MT-FCE-58A	TEMP. CONTROL	2	0		954601806 23004		DC300C-O		K °F	Maintenance			$0.00				BTI
MT-FCE-58B	OVERTEMP CONTROL	2	0		954601806 23002		DC200E-0		K °F	Maintenance			$0.00				BTI
MT-FCE-60A	TEMP. CONTROL	2	0		0131Y1516 700002		DC330B-CO		K °F	Maintenance			$0.00				BTI
MT-FCE-60B	OVERTEMP CONTROL	2	0		0231Y2559 1770007		DC230L-E0		K °F	Maintenance			$0.00				BTI
MT-FCE-62A	TEMP. CONTROL	2	0		944601698 20008		DC300K-O		K °F	Maintenance			$0.00				BTI
MT-FCE-62B	OVERTEMP CONTROL	2	0		954801092 6003C		DC200E-0		K °F	Maintenance			$0.00				BTI
MT-FCE-63A	TEMP. CONTROL	2	0		884511460 01		DC3002-O		K °F	Maintenance			$0.00				BTI
MT-FCE-63B	OVERTEMP CONTROL	2	0		8842-22634		AV301B		K °F	Maintenance			$0.00				BTI
MT-FCE-64A	TEMP. CONTROL	2	0		944601698 20005		DC300C-O		K °F	Maintenance			$0.00				BTI
MT-FCE-64B	OVERTEMP CONTROL	2	0		944601698 20009		DC200E-0		K °F	Maintenance			$0.00				BTI
MT-FCE-67A	TEMP. CONTROL	2	0		061846702 532000001		DC2500		K °F	Maintenance			$0.00				BTI
MT-FCE-67B	OVERTEMP CONTROL	2	0		944601698 20006		DC200E-0		K °F	Maintenance			$0.00				BTI
MT-FCE-68A	TEMP. CONTROL	2	0		0106Y1497 33700001		DC330B-C0		K °F	Maintenance			$0.00				BTI
MT-FCE-68B	OVERTEMP CONTROL	2	0		99Y994416 5300002		DC200H-0		K °F	Maintenance			$0.00				BTI
MT-FCE-69A	TEMP. CONTROL	2	0		941001628 19001		DC300C-O		K °F	Maintenance			$0.00				BTI

MT-FCE-69B	OVERTEMP CONTROL	2	0		941001628 19002		DC200E-0		K °F	Maintenance			$0.00				BTI
MT-FCE-71B	OVERTEMP CONTROL	2	0		C90032400 08C		DC200E-0		K °F	Maintenance			$0.00				BTI
MT-FCE-72A	TEMP. CONTROL	2	0		944201689 15002		DC300C-O		K °F	Maintenance			$0.00				BTI
MT-FCE-76B	OVERTEMP CONTROL	2	0		941701641 9006C		DC2005		K °F	Maintenance			$0.00				BTI
MT-FCE-77A	TEMP. CONTROL	2	0		0707Y7733 708000		DC300C-0		K °F	Maintenance			$0.00				BTI
MT-FCE-77B	OVERTEMP CONTROL	2	0		963001890 18006		DC200H		K °F	Maintenance			$0.00				BTI
MT-FCE-78A	TEMP. CONTROL	2	0		070547732 2590000		DC330B-CO		K °F	Maintenance			$0.00				BTI
MT-FCE-79B	OVERTEMP CONTROL	2	0		980301172 85002		DC200E-0		K °F	Maintenance			$0.00				BTI
MT-FCE-83B	OVERTEMP CONTROL	2	0		0140Y1524 2250002		DC200L-E0		K °F	Maintenance			$0.00				BTI
MT-FCE-84A	TEMP. CONTROL	2	0		0627Y6709 21400000		DC330B-KE		K °F	Maintenance			$0.00				BTI
MT-FCE-84B	OVERTEMP CONTROL	2	0		954601806 170002		DC200E-0		K °F	Maintenance			$0.00				BTI
MT-FCE-91A	TEMP. CONTROL	2	0		893075660 1003		DC3003-0		K °F	Maintenance			$0.00				BTI
MT-FCE-91B	OVERTEMP CONTROL	2	0		9949Y9443 0390001		DC230B-E0		K °F	Maintenance			$0.00				BTI
MT-FCE-92A	BATH CONTROL	2	0		931315414 1001		DC3001-0		K °F	Maintenance			$0.00				BTI
MT-FCE-92B	FLUE O/T	2	0		C93142400 08		DC2003-0		K °F	Maintenance			$0.00				BTI
MT-FCE-92C	HOLD O/T	2	0		C93172400 26		DC2005-0		K °F	Maintenance			$0.00				BTI
MT-FCE-92D	MELT O/T	2	0		022Y25507 280001		DC230B-EE		K °F	Maintenance			$0.00				BTI
MT-FCE-94A	TEMP. CONTROL	2	0		02009Y254 0712005		DC330B-KE		K °F	Maintenance			$0.00				BTI
MT-FCE-94B	OVERTEMP CONTROL	2	0		0223Y2551 6130003		DC230L-E0		K °F	Maintenance			$0.00				BTI
MT-FCE-97A	TEMP. CONTROL	2	0		0047Y0489 0590002		DC330B-KE		K °F	Maintenance			$0.00				BTI
MT-FCE-97B	OVERTEMP CONTROL	2	0		036817DD7 011		DC230L-E0		K °F	Maintenance			$0.00				BTI
PR-1262DE/1263D-01	DEPTH SEAL GROOVE	2	0					Attribute	Inch	insp			$0.00		FRONT COVER	bti	BTI
PR-1660C-03	Go Nogo and Depth for Hole 9	2	0					Attribute	mm	INSPECTION			$0.00			bti	BTI
PR-1671A-01	Squezing gauge	2	0		1671A			Attribute	mm	Insp - Cabinet			$0.00			bti - Bd	BTI
PR-1751-01	10.95/ 11.05 Go / NoGo	2	0					Attribute	mm				$0.00			bti	BTI
PR-1751-02	CAM CORE NOGO	2	0						mm				$0.00			bti-BD	BTI

PR-6008-01	Flatness Fixture	2	0		PR-6008-01			Attribte	INCH	insp			$0.00		6008A	bti	BTI
PR-6008-01A	Feeler for Flatness	2	0		PR-6008-01A			Attribte	INCH	insp			$0.00		6008A	bti	BTI
LO-1300-01	1.300 ring gauge	4	0		LO-1300-01			Attrbute	inch	Insp - Cabinet			$0.00		layout	Coventry	BTI
0000-017-R	RBTIIUS GAUGES - METRIC	1	0					ATTRIBUTE	MM	QA CABINET			$0.00	4/8/1994			BTI -BD
1622-006-P	WIRE HARNESS GO GAUGE	1	0					ATTRIBUTE	MM	QA			$0.00		D/C	BTI	BTI -BD
1622-008-P	MIN SQUEEZE PIN DEPTH	1	0					ATTRIBUTE	MM	QA			$0.00	9/27/2006	D/C	BTI	BTI -BD
IN-RO1450102-01	CMM - ENDEAVOR	1	0		IN-RO1450102-01		ENDEAVOR 9.15.7	Variable	inch, mm	CMM Room			$0.00		CMM	SHEFFIELD	BTI -BD
IN-1566/67/71-03	Indicator Eng. Face	1	0		1571			Variable	Inch	insp - Drawer			$0.00		Bell	Bti-BD	BTIBD
1296461	Production scale	1	0		1296461			Variable		pmt			$0.00		reference only		bti-bd
95A28031	YSI Instrument	1	0		95A28031			Variable		pmt			$0.00		ysi		bti-bd
AU-1016A-01	Squeeze Gauge-Barrel Core	1	0		AU-1016A-01			Attribute	Inch	Audit-Quality			$0.00		1016A		bti-bd
AU-1016A-02	Spring core size & depth	1	0		AU-1016A-02			Attribute	Inch	Quality - audit			$0.00		1016A	Bti-BD	bti-bd
AU-1016A-03	DIA- DRILLED (.328/.348)	1	0		AU-1016A-03			Attribute	Inch	Audit-Quality			$0.00		1016A		bti-bd
AU-1016A-04	DIA-DRILLED (.270/.230)	1	0		AU-1016A-04			Attribute	Inch	Audit-Quality			$0.00		1016A		bti-bd
AU-1016A-05	120+/-.20 Drill Dia.G/NG	1	0		AU-1016A-05			Attribute	Inch	Audit-Quality			$0.00		1016A		bti-bd
AU-1020-01	SQUEEZE -1.34"	1	0		AU-1020-01			Attribute	Inch	AUDIT-QUALITY			$0.00		1020	bti	bti-bd
AU-1021A-01	DIA-MIN. SIZE (.334)	1	0		AU-1021A-01			Attribute	Inch	AUDIT-QUALITY			$0.00		1021A	bti	bti-bd
AU-1021A-02	MIN. DRILL SIZE- 0.07	1	0		AU-1021A-02		1	Attribute	Inch	AUDIT-QUALITY			$0.00		1021A	bti	bti-bd
AU-1056-01	SQUEEZE -2.334"	1	0		AU-1056-01			Attribute	Inch	AUDIT-QUALITY			$0.00		1056	bti	bti-bd
AU-1063A/B-01	SQUEEZE - 2.020"	1	0		AU-1063A/B-01			Attribute	Inch	AUDIT-QUALITY			$0.00		1063A/B	bti	bti-bd
AU-1066C-01	SQUEEZE - 2.51 Ø	1	0		AU-1066C-01			Attribute	Inch	AUDIT-QUALITY			$0.00		1066C	Bti	bti-bd
AU-1068A~G-01	SQUEEZE -2.94"	1	0		J-1068 P.247212			Attribute	INCH	AUDIT-QUALITY			$0.00		1068A~G	bti	bti-bd
AU-1068A~G-02	TOP CORE NPT STEP	1	0		AU-1068A~G-02			Attribute	INCH	Audit - drawer			$0.00		1068A~G	bti	bti-bd
AU-1070-01	SQUEEZE 2.56	1	0		J1070P247 222			Attribute	Inch	AUDIT-QUALITY			$0.00		1070	bti	bti-bd
AU-1070-02	SQUEEZE 2.32	1	0		AU-1070-02			Attribute	IMPERIAL	INSPECTION			$0.00		1070	bti	bti-bd

AU-1073-02	SQUEEZE - 1.682"	1	0		J1073P.247 249			Attribute	Inch	AUDIT-QUALITY			$0.00		1073	bti	bti-bd
AU-1074-01	GO - .385 DIA.	1	0		AU-1074-01			Attribute	Inch	AUDIT-QUALITY			$0.00		1074	bti	bti-bd
AU-1074-02	NOGO - .396 DIA.	1	0		AU-1074-02			Attribute	Inch	AUDIT-QUALITY			$0.00		1074	bti	bti-bd
AU-1077A~C-04	SQUEEZE 1.220	1	0		AU-1077A~C-04			Attribute	inch	SHOP FLOOR			$0.00		1077	bti	bti-bd
AU-1113-02	SQUEEZE - 2.715	1	0		AU-1113-02			Attribute	Inch	AUDIT-QUALITY			$0.00		1113	bti	bti-bd
AU-1152A/B-01	SQUEEZE - 1.582	1	0		AU-1152A/B-01			Attribute		AUDIT-QUALITY			$0.00		1152	bti	bti-bd
AU-1182C-01	Squeeze-46.2mm	1	0		AU-1182C-01			Attribute	inch	AUDIT-QUALITY			$0.00		1182B	bti	bti-bd
AU-1182C-02	Squeeze-43mm	1	0		AU-1182B-02			Attribute	inch	AUDIT-QUALITY			$0.00		1182B	bti	bti-bd
AU-1182C-03	Squeeze-35.5mm	1	0		AU-1182B-03			Attribute	inch	AUDIT-QUALITY			$0.00		1182B	bti	bti-bd
AU-1182C-04	Squeeze-21.65	1	0		AU-1182B-04			Attribute	inch	AUDIT-QUALITY			$0.00		1182B	bti	bti-bd
AU-1234-01	1/4-20UNC-3B-ThreBTI	1	0		AU-1234-01			Attribute	Inch	AUDIT-QUALITY			$0.00		1234		bti-bd
AU-1239-01	SQUEEZE - 1.28	1	0		AU-1239-01			Attribute	inch	AUDIT-QUALITY			$0.00		1239	bti	bti-bd
AU-1239-02	DEPTH - .054 +/-.005"	1	0		AU-1239-02			Attribute	Inch	audit quality			$0.00		1239	bti	bti-bd
AU-1281-01	.250, 20UNC2B	1	0		AU-1281-01			Attribute	INCH	AUDIT-QUALITY			$0.00		1281	Bti	bti-bd
AU-1283A/B-01	Ø Bolt holes-.415/.435"	1	0		AU-1283A/B-01			Attribute	inch	INSPECTION			$0.00		1283	Peerless	bti-bd
AU-1416A-01	DIA. .320/.380	1	0		AU-1416A-01			Attribute		AUDIT-QUALITY			$0.00		1416A	bti-bD	bti-bd
AU-1416A-02	SQUEEZE	1	0		AU-1416A-02			Attribute	INCH	INSPECTION			$0.00		1416A		bti-bd
AU-1522/25/04-01	30 mm min Go plug gauge	1	0					Attrbute	METRIC	insp - Drawer			$0.00		1525A	Bti BD	bti-bd
AU-1566/67/71-01	Ø56 - PLug Gauge	1	0		1571	1571		Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	Bti-BD
AU-1566/67/71-02	Ø21 - PLug Gauge	1	0		1571			Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	Bti-BD
AU-1577-01	BOLT HOLES G/NGO	1	0		AU-1577-01			Attribute	METRIC	INSPECTION			$0.00			RIKEN MFG.	BTI-BD
AU-1645-01	11.10/11.27 GoNogo	1	0		AU-1645-01			Attribute	METRIC	Audit - drawer			$0.00		1645A		bti-bd
AU-1645-02	11.40/11.57 GoNogo	1	0		PR-1645-05			Attribute	METRIC	Audit - drawer			$0.00		1645A		bti-bd
AU-1645-05	M10 X 1.5 6H	1	0		AU-1645-05			Attribute	METRIC	Audit - drawer			$0.00		1645A		bti-bd
AU-1774-01	M10 X 1.5 6H	1	0					Attribute	METRIC	production			$0.00			F. Cox	bti-bd

AU-505-626-50-01	6" Vernier - Dial	1	0		505-626-50			Dial	inch	Audit-Quality			$0.00		Vernier	Mitutoyo	bti-bd
AU-6007A-01	0.379±.003 - Go/Nogo	1	0		AU-6007A-01			Attribute	inch	Insp - Cabinet			$0.00		6007A	Bti	bti-Bd
AU-6007A-02	1.2505±.0015 - Go/Nogo	1	0		AU-6007A-02			Attribute	inch	Insp - Cabinet			$0.00		6007A	Bti	bti-Bd
FLI	Fluke Multimeter	1	0		FLI			Variable		pmt			$0.00		reference only		bti-bd
FRI	Refractometer	1	0		FRI			Variable		pmt			$0.00		Refractometer		bti-bd
H051296	Sound Level Meter	1	0		H051296			Variable		pmt			$0.00		reference only		bti-bd
IN-05555174-01	VERNIER - Digimatic	1	-1		05555174		500-196-20	Variable	inch/mm	insp- Drawer					VERNIER	mitutoyo	bti-bd
IN-1000560-01	Digital Bore Gauge	1	-1		1000560			Attribute	inch/mm	Lab			$0.00		bore gauge	holematic	bti-bd
IN-1016A-01	.198-Dim. Fixture	1	0		IN-1016A-01			Attribute	inch	Inspection			$0.00		1016A	bti	bti-bd
IN-1016A-02	DIA- DRILLED (.328/.348)	1	0		IN-1016A-02			Attribute	IMPERIAL	Inspection			$0.00		1016A		bti-bd
IN-1016A-05	Squeeze Gauge-Barrel Core	1	0		IN-1016A-05			Attribute	IMPERIAL	Shop floor			$0.00		1016A		bti-bd
IN-1016A-06	DIA-DRILLED (.270/.230)	1	0		IN-1016A-06			Attribute	Inch	Audit-Quality			$0.00		1016A		bti-bd
IN-1017-01	DIA. .222 GO	1	0		IN-1017-02			Attribute	inch	Insp - Cabinet			$0.00		1017		bti-bd
IN-1021A-01	M/C Ø - .070/.110	1	0		IN-1021A-01		1	Attribute	inch	insp - Cabinet			$0.00		1021A	bti	bti-bd
IN-1027-01	Conentricity Fixture	1	0		IN-1027-01			Attribute	inch	Bottom - table #3			$0.00		1027		bti-bd
IN-1056A~D/1057AB-02	3.62" Dim. - Go Fixture	1	0		1056/1057			Attribute	inch	INSPECTION			$0.00		1056	bti	bti-bd
IN-1056A~D-01	Squeeze - 2.334 Ø	1	0		1056-5		1	Attribute	inch	insp - Cabinet			$0.00		1056	bti	bti-bd
IN-1056A~D-03	T/P gauge for bolt holes	1	0					Attribute	inch	INSPECTION			$0.00		1056	bti-bD	bti-bd
IN-1056A~D-04	Squeeze - 2.53 Ø	1	0		IN-1056A~D-04		1	Attribute	IMPERIAL	Insp - Cabinet			$0.00		1056	bti	bti-bd
IN-1059-01	.510 DIM. FIXTURE	1	0		IN-1059-01	1		Attribute	IMPERIAL	Inspection			$0.00		1059	bti	bti-bd
IN-1059-02	CONCENTRICITY sweep	1	0		IN-1059-02	1		Variable	IMPERIAL	Inspection			$0.00		1059	bti	bti-bd
IN-1066C-01	SQUEEZE - 2.51 Ø	1	0				1	Attribute	inch	Insp - Cabinet			$0.00		1066C	bti	bti-bd
IN-1068A~G-01	SQUEEZE - 2.94 Ø	1	0		IN-1068A~G-01			Attribute	INCH	INSPECTION			$0.00		1068A~G	Bti	bti-bd
IN-1068A~G-02	TOP END GAUGE FOR NPT	1	0		IN-1068A~G-02			Attribute	inch	NPT gauge box			$0.00		1068A~G	bti	bti-bd
IN-1070-01	SQUEEZE 2.32	1	0		IN-1070-01			Attribute	IMPERIAL	INSPECTION			$0.00		1070	Bti	bti-bd
IN-1070-02	SQUEEZE 2.56	1	0		IN-1070-02			Attribute	IMPERIAL	INSPECTION			$0.00		1070	bti	bti-bd

IN-1072-01	Spacer for Concentricity	1	0		IN-1072-01			Attribute	IMPERIAL	Inspection			$0.00		1072	bti - Bd	bti-bd
IN-1072-02	SQUEEZE - 2.240	1	0		IN-1072-02			Attribute	IMPERIAL	INSPECTION			$0.00		1072	bti - Bd	bti-bd
IN-1074-01	DIA. GO.385 DIA.	1	0		IN-1074-01			Attribute	IMPERIAL	INSPECTION			$0.00		1074		bti-bd
IN-1074-02	DIA. NOGO.396 DIA.	1	0		IN-1074-02			Attribute	IMPERIAL	INSPECTION			$0.00		1074		bti-bd
IN-1077A~C-01	SQUEEZE 1.220	1	0		IN-1077A~C-01			Attribute		INSPECTION			$0.00		1077		bti-bd
IN-1113-01	SQUEEZE 2.715	1	0		IN-1113-01			Attribute	IMPERIAL	INSPECTION			$0.00		1113	bti	bti-bd
IN-1153/1175-01	Flatness Plate	1	0		1153/1175			Attribute	IMPERIAL	INSPECTION			$0.00		1153		bti-bd
IN-1153-01A	.008 Feeler Gauge for 01	1	0		IN-1153-01A			Attribute	inch	INSPECTION			$0.00		1153		bti-bd
IN-1175-01	.885+/-.010 DIM. ITEM#56	1	0		IN-1175-01			Attribute	inch	Insp - Cabinet			$0.00		1175	bti	bti-bd
IN-1180A~C-01	HOLE 21 & 22	1	0		IN-1180A~C-01			Attribute	INCH	INSPECTION			$0.00		1180A~C		bti-bd
IN-1180A~C-03	DIA. SIZE	1	0		IN-1180A~C-03			Attribute	INCH	INSPECTION			$0.00		1180A~C		bti-bd
IN-1182C-02	Squeeze plug gauge-21.65	1	0		IN-1182C-02			Attribute		SHOP FLOOR			$0.00		1182C		bti-bd
IN-1239-03	SQUEEZE - 1.28	1	0		IN-1239-03			Attribute	inch	INSPECTION			$0.00		1239		bti-bd
IN-1260ABC-01	1/4 NPT GAUGE	1	0		IN-1260ABC-01			Attribute	inch	INSPECTION			$0.00		1260	bti	bti-bd
IN-1281-02	FLATNESS PLATE	1	0		IN-1281-02			Attribute	inch	1283 gauge station			$0.00		1281	bti	bti-bd
IN-1281-04	1.5"centre to centre dist	1	0		IN-1281-04			Attribute	inch	insp - Cabinet			$0.00		1281	bti	bti-bd
IN-1281-05	Spacer for Concentricity	1	0		IN-1281-05			Attribute	INCH	INSP - Surface Table			$0.00		1281	bti	bti-bd
IN-1283/1783A/B-10	Ø Bolt holes-.415/.435"	1	0		IN-1283A/B-10			Attribute	inch	INSPECTION			$0.00		1283	Peerless	bti-bd
IN-1283A/B-11	CMM Fixture	1	0		IN-1283A/B-11			Attribute	inch	CMM Room			$0.00		1283		bti-bd
IN-1416A-01	DIA. .320/.380- 2PLS	1	0		IN-1416A-02			Attribute		INSPECTION			$0.00		1416A	bti-BD	bti-bd
IN-1416A-02	SQUEEZE	1	0		IN-1416A-02			Attribute		INSPECTION			$0.00		1416A		bti-bd
IN-1467B-12*	Coolant Holes-G/Ng-6.34 Ø	1	0		LG-97-3-49			Attribute	mm	Nixon			$0.00		1467B		bti-bd
IN-1496AB-01	T/P Functional Gauge	1	0		IN-1496AB-01 & 01A			Attribute	inch	Insp			$0.00		1496AB	F. nixon	bti-bd

IN-1504/22/25/1697-03	30 mm min Go plug gauge	1	0					Attrbute	METRIC	Insp - Drawer			$0.00		1504/22/25	Bti BD	bti-bd
IN-1533-01F	Relation Fixture	1	0		IN-1533-01F			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-20	Relation Fixture	1	0		IN-1533-01F			Attrbute	mm	INSPECTION			$0.00			bti	BTI-BD
IN-1533-CMMF	CMM Fixture	1	0		IN-1533-CMMF			Attribute	mm	Insp			$0.00			RIKEN MFG.	BTI-BD
IN-1533-F01	Hole 11 Sweep	1	0		IN-1533-F01			Variable	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F02	Hole 9 Sweep	1	0		IN-1533-F02			Variable	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F03	Hole 10 Sweep	1	0		IN-1533-F03			Variable	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F04	Hole 1 Sweep	1	0		IN-1533-F04			Variable	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F05	Hole 2 Sweep	1	0		IN-1533-F05			Variable	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F06	Hole 8 Sweep	1	0		IN-1533-F06			Variable	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F07A	Hole 16 F.P.	1	0		IN-1533-F07A			Attrbute	mm	INSPECTION			$0.00			bti-BD	BTI-BD
IN-1533-F07B	Hole 16 F.P.	1	0		IN-1533-F07B			Attrbute	mm	INSPECTION			$0.00			bti-BD	BTI-BD
IN-1533-F08	Hole 2 F.P.	1	0		IN-1533-F08			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F10	Hole 2 F.P. (Long)	1	0		IN-1533-F10			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F11	Hole 5 F.P.	1	0		IN-1533-F11			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F12	Hole 5 Scriber	1	0		IN-1533-F12			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F13	Hole 7 F.P.	1	0		IN-1533-F13			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F14	Hole 7 Scriber	1	0		IN-1533-F14			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F15	Hole 6 F.P.	1	0		IN-1533-F15			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F16	Hole 6 Scriber	1	0		IN-1533-F16			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F17	Hole 3 & 4 F.P.	1	0		IN-1533-F17			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F18	Hole 3 & 4 Scriber	1	0		IN-1533-F18			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F19	Hole 15 F.P.	1	0		IN-1533-F19			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F20	Hole 15 Scriber	1	0		IN-1533-F20			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F21	Hole 14 F.P.	1	0		IN-1533-F21			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD

IN-1533-F22	Hole 14 Scriber	1	0		IN-1533-F21			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1533-F24	Hole 2 DIA. CHECK	1	0		IN-1533-F24			Attrbute	mm	INSPECTION			$0.00			Peerless	BTI-BD
IN-1566/67/71-01	Relation gauge for faces	1	0		1571			ATTRIBUTE	mm	insp - Drawer			$0.00		Bell	Bti-BD	Bti-BD
IN-1566/67/71-02	Indicator Trans. Face	1	0		1571			Variable	Inch	insp - Drawer			$0.00		Bell	Bti-BD	Bti-BD
IN-1566/67/71-04	PLug gauge for X datum	1	0		1571			Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	Bti-BD
IN-1566/67/71-05	PLug gauge for Y datum	1	0		1571			Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	Bti-BD
IN-1566/67/71-06	Ø21 - PLug Gauge	1	0		1571			Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	BTI-BD
IN-1566/67/71-07	Ø56 - PLug Gauge	1	0		1571			Attrbute	Inch	INSP - TABLE			$0.00		Bell	Bti-BD	Bti-BD
in-1566/71-07	CMM Fixture	1	0		1571			Attribute		CMM Room			$0.00		Bell	Bti-BD	Bti-BD
IN-1577-01	BOLT HOLES POS.	1	0		IN-1577-01			Attribute	METRIC	INSPECTION			$0.00			RIKEN MFG.	BTI-BD
IN-1577-02	FEELER 0.30mm	1	0		IN-1577-02			Attribute	METRIC	INSPECTION			$0.00			RIKEN MFG.	BTI-BD
IN-1577-03	BOLT HOLES G/NG	1	0		IN-1577-03			Attribute	METRIC	INSPECTION			$0.00			RIKEN MFG.	BTI-BD
IN-1606-01	Spacer for Concentricity	1	0		IN-1606-01			Attribute	IMPERIAL	Inspection			$0.00		1606	bti - Bd	bti-bd
IN-1609-001	Spacer for Concentricity	1	0					Attribute	IMPERIAL	Inspection			$0.00		1609	bti - Bd	bti-bd
IN-1680-03FB	Flatness Plate	1	0		1680			Attribute	mm	INSPECTION			$0.00		1680		bti-bd
IN-4736-01	Surface Plate - 24 x 36"	1	0		4736			Attribute		INSPECTION			$0.00		SURFACE PLATE	Rahn	bti-bd
IN-5609-08	DEPTH MIC. SET	1	0		IN-5609-08			Variable	Inch	INSP-TABLE			$0.00		MIC.	Mitutoyo	bti-bd
IN-6003A/B-01	Functional plate	1	0		IN-6003A/B-01			Attribute	inch	INSPECTION			$0.00		6003	bti	bti-bd
IN-6007A-03	0.375 alignment pin	1	0		IN-6007A-03			Attribute	inch	Insp - Cabinet			$0.00		6007A	Bti	bti-Bd
IN-6007A-04	0.379±.003 - Go/Nogo	1	0		IN-6007A-04			Attribute	inch	Insp - Cabinet			$0.00		6007A	Bti	bti-Bd
IN-6008A-04	0.379±.003 - Go/Nogo	1	0					Attribute	inch	Insp - Cabinet			$0.00		6008A	f. Cox	bti-Bd
IN-6008A-05	0.150-170 - Go/Nogo	1	0					Attribute	inch	Insp - Cabinet			$0.00		6008A	f. Cox	bti-Bd
IN-950-252-01	Imperial Feeler set	1	0		950-252			attrbute	inch	INSP - TABLE			$0.00		Feeler gauge	mitutoyo	bti-bd
IN-A06280491-01	CMM - Apollo	1	-1		A-0628-0491			Variable	inch/mm	CMM Room			$0.00		CMM		bti-bd
insp-028441-01	Dial Hygrometer/Thermometer	1	0		5565			variable	degree	CMM Room			$0.00		Thermometer	taylor	BTI-BD
KG 380 AB-1	Std mat'l Disk for Spectr	1	0		KG 380 AB-1			Attribute		PMT			$0.00		Master disk		bti-bd
LO-028441-01	Dial Hygrometer/Thermometer	1	0		5565			variable	degree	Q A Lab			$0.00		Thermometer	taylor	BTI-BD

LO-06548238-01	VERNIER - Digimatic	1	-1		06548238	500-178-20	CD-6"CXR	Variable	inch/mm	Qa lab			$350.00		VERNIER	mitutoyo	bti-bd
LO-103-179-01	MIC. 2 - 3"	1	0		103-179			Variable	inch	LAYOUT			$0.00		MIC.	Mitutoyo	bti-bd
LO-103-180-01	MIC. 3 - 4"	1	0		103-180			Variable	inch	LAYOUT			$0.00		MIC.		bti-bd
LO-103-181A-01	MIC. 4 - 5"	1	0		103-181A			Variable	inch	LAYOUT			$0.00		MIC.	mitutoyo	bti-bd
LO-103-182A-01	MIC. 5 - 6"	1	0		103-182A			Variable	inch	LAYOUT			$0.00		MIC.		bti-bd
LO-17173-01	0-6" VERNIER - DIAL	1	0		1-17173			Variable	mm	LAYOUT			$0.00		VERNIER	mitutoyo	bti-bd
LO-186-901-01	RBTlius gauges	1	0		186-901			Attribute	mm	LAYOUT - Cabinet			$0.00		generic	mitutoyo	bti-bd
LO-186-907-01	RBTIIUS SET.550-1.00	1	0		186-907			Attribute	inch	LAYOUT			$0.00		generic	mitutoyo	bti-bd
LO-300224-01	Dial Gauge Tester	1	-1		300224			Variable	mm	LAYOUT			$0.00		Dial Gauge Tester		bti-bd
LO-3049-01	Dial Test Indicator	1	0					Variable	mm	Layout			$0.00		Indicator		bti-bd
LO-45266-01	CMM - DEA	1	-1		M045266			Variable	inch/mm	LAYOUT			$0.00		generic		bti-bd
LO-500464-01	DEPTH MIC	1	0		500464			Variable	inch	LAYOUT			$0.00		MIC.	mitutoyo	bti-bd
LO-5030-175-20-01	Surface Plate - 36 x 48"	1	0		5030-175-20			Attribute		LAYOUT			$0.00		SURFACE PLATE	Rock of age	bti-bd
LO-505-637-50-01	VERNIER - DIAL	1	0		505-637-50			Variable	inch	lathe			$0.00		VERNIER	mitutoyo	bti-bd
LO-505-646-01	VERNIER - DIAL	1	-1		505-646			Variable	mm	LAYOUT			$0.00		VERNIER	mitutoyo	bti-bd
LO-5609-01	Imperial Gauge Blocks Set	1	-1	97-5630	set master		set master	Attribute	inch	LAYOUT			$0.00		set master	Lincoln	bti-bd
LO-5609-02	INSIDE MIC.SET 2 -12"	1	0		5609			Variable	inch	LAYOUT			$0.00		MIC.		bti-bd
LO-5609-03	DEPTH MIC. 0-3.000"	1	0		5609			Variable	inch	LAYOUT			$0.00		MIC.	mitutoyo	bti-bd
LO-5609-04	INSIDE CALIPER-1/2-1 1/2"	1	0		5609			Dial	inch	LAYOUT			$0.00		CALIPER		bti-bd
LO-5609-05	CALIPER	1	0		5609		KP-120-R1	Variable	inch	LAYOUT			$0.00		CALIPER		bti-bd
LO-5609-06	VERNIER DEPTH	1	0		5609			Variable	inch	LAYOUT			$0.00		VERNIER depth		bti-bd
LO-5609-07	MIC. 0 - 1"	1	0		5609			Variable	inch	Lab			$0.00		MIC.	mitutoyo	bti-bd
LO-5609-08	MIC. 1- 2"	1	0		5609			Variable	inch	LAYOUT			$0.00		MIC.		bti-bd
LO-5609-11	DEPTH MIC. - 6 pcs	1	0		5609			Variable	inch	LAYOUT			$0.00		MIC.	stm	bti-bd
LO-5609-12	RBTlius gauges set - inch	1	0		5609			Attribute	mm	LAYOUT - Cabinet			$0.00		generic	MBTIe in china	bti-bd
LO-604182-01	ThreBTI Mic.	1	-1		604182			Variable	inch/mm	LAYOUT			$0.00		MIC.	mitutoyo	bti-bd
LO-7215294-01	0-1" Digital Mic.	1	-1		7215294			Digital	inch	Layout			$0.00		mic	mitutoyo	bti-bd
LO-84618-01	Thickness Gauge	1	0		84618			Variable	mm	Layout			$0.00		Indicator	stm	bti-bd
LO-9062075-01	MIC. 25 - 50mm	1	0		9062075			Variable	mm	LAYOUT			$0.00		MIC.	Mitutoyo	bti-bd
LO-9062075-01M	EM ROD	1	0		LO-9062075-01M			Attribute	mm	LAYOUT			$0.00		MIC.		bti-bd
LO-9168513-01	MIC	1	0		9168513			Variable	mm	LAYOUT			$0.00		MIC.	Mitutoyo	bti-bd
LO-9213301-01	MIC	1	0		9213301			Variable	mm	LAYOUT			$0.00		MIC.	mitutoyo	bti-bd

LO-9213301-01M	EM ROD	1	0		LO-9213301-01M			Attribute	mm	LAYOUT			$0.00		MIC.		bti-bd
LO-950-252-02	Imperial Feeler set	1	0		950-252		950-251	attribute	inch	INSP - TABLE			$0.00		Feeler gauge	mitutoyo	bti-bd
MP-750	Tool setter	1	0		65476-1090					CMM Room			$0.00		Tool Setter		bti-bd
PE-116647/04	Spectrometer	1	0					Variable		PMT			$0.00		Spectrometer	G.M.B.H	bti-bd
PE-22134-01	DeBTI Weight Tester	1	0		22134			Attribute	Psi	Pmt			$0.00		DeBTI weight Tester		bti-bd
PM2025	Nicollet shot speed computer	1	0		PM2025			Variable		pmt			$0.00		reference only		bti-bd
PR-1016A-01	Squeeze Gauge-Barrel Core	1	0		IN-1016A-05			Attribute	IMPERIAL	Shop floor			$0.00		1016A		bti-bd
PR-1016A-02	Squeeze Gauge	1	0		PR-1016A-02			Attribute	IMPERIAL	Inspection			$0.00		1016A		bti-bd
PR-1016A-03	.332/.348 GoNogo	1	0		PR-1016A-03			Attribute	IMPERIAL	Shop floor			$0.00		1016A		bti-bd
PR-1016A-04	.332/.348 GoNogo	1	0		PR-1016A-04			Attribute	IMPERIAL	Shop floor			$0.00		1016A		bti-bd
PR-1016A-05	.270/.230 GoNogo	1	0		PR-1016A-05			Attribute	IMPERIAL	Shop floor			$0.00		1016A		bti-bd
PR-1016A-06	.270/.230 GoNogo	1	0		PR-1016A-06			Attribute	IMPERIAL	Shop floor			$0.00		1016A		bti-bd
PR-1016A-07	.120+/-.02 GoNogo	1	0		PR-1016A-07			Attribute	IMPERIAL	Shop floor			$0.00		1016A		bti-bd
PR-1016A-08	.120+/-.02 GoNogo	1	0		PR-1016A-08			Attribute	IMPERIAL	Shop floor			$0.00		1016A		bti-bd
PR-1016A-09	Spring Core	1	0		PR-1016A-09			Attribute	IMPERIAL	Shop floor			$0.00		1016A		bti-bd
PR-1016A-12	DRILL OVAL NOGO	1	0		IN-1016A-04			Attribute	IMPERIAL	INSPECTION			$0.00		1016A	Bti	bti-bd
PR-1016A-13	DRILL OVAL NOGO	1	0					Attribute	IMPERIAL	INSPECTION			$0.00		1016A	Bti	bti-bd
PR-1020-01	SQUEEZE -1.34"	1	0		PR-1020-01			Attribute	IMPERIAL	INSPECTION			$0.00		1020	bti-BD	bti-bd
PR-1021A-01	DIA- MIN. SIZE (.334)	1	0		PR-1021A-01			Attribute	IMPERIAL	Insp - Cabinet			$0.00		1021A	bti	bti-bd
PR-1021A-02	.211 dim. Relation gauge	1	0		PR-1021A-02			Variable	inch	Inspection			$0.00		1021A	bti	bti-bd
PR-1021A-02A	master for Relation	1	0		PR-1021A-02A			Attribute	inch	Inspection			$0.00		1021A	bti	bti-bd
PR-1056A~D-01	Squeeze - 2.334 Ø	1	0		PR-1056-01			Attribute	IMPERIAL	Insp - Cabinet			$0.00		1056	bti	bti-bd
PR-1056A~D-02	Squeeze - 2.53 Ø	1	0		PR-1056-02			Attribute	IMPERIAL	Insp - Cabinet			$0.00		1056	bti	bti-bd
PR-1057AB-01	Bolt hole -Go/Nogo	1	0		PR-1057AB-01			attribute	IMPERIAL	insp			$0.00		1057AB	bti	bti-bd
PR-1059-01	Squeeze gauge - 2.14"	1	0		PR-1059-01	1		Attribute	IMPERIAL	INSPECTION			$0.00		1059	bti	bti-bd
PR-1059-02	Squeeze gauge - 2.14"	1	0		PR-1059-01	1		Attribute	IMPERIAL	INSPECTION			$0.00		1059	bti	bti-bd

PR-1063A/B-01	SQUEEZE 2.020	1	0		PR-1063A/B-01			Attribute	IMPERIAL	INSPECTION			$0.00		1063A/B		bti-bd
PR-1066C-01	SQUEEZE - 2.51 Ø	1	0		PR-1066C-01		1	Attribute	inch	Insp - Cabinet			$0.00		1066C	bti	bti-bd
PR-1068A~G-01	SQUEEZE - 2.94 Ø	1	0		PR-1068A~G-01			Attribute	INCH	shop floor			$0.00		1068A~G	Bti	bti-bd
PR-1070-01	SQUEEZE 2.56	1	0		PR-1070-01			Attribute	IMPERIAL	Insp - Cabinet			$0.00		1070	bti	bti-bd
PR-1070-02	SQUEEZE 2.32	1	0		PR-1070-02			Attribute	IMPERIAL	Insp - Cabinet			$0.00		1070	bti	bti-bd
PR-1072-01	SQUEEZE - 2.240	1	0		PR 1072-01			Attribute	IMPERIAL	INSPECTION			$0.00		1072	bti - Bd	bti-bd
PR-1073-01	1.687Ø Squeeze	1	0		PR-1073-01			Attribute	IMPERIAL	Insp - Cabinet			$0.00		1073	bti	bti-bd
PR-1077A/B-02	Bolt hole -Go/Nogo	1	0					attribute	IMPERIAL	insp			$0.00		1077A/B	bti	bti-bd
PR-1077A~C-01	SQUEEZE 1.220	1	0		PR-1077A~C-01			Attribute		SHOP FLOOR			$0.00		1077		bti-bd
PR-1093ABC-01	Bolt hole Location Plate	1	0		PR-1093ABC-01			Attribute	IMPERIAL	Insp - Cabinet			$0.00		1093	bti	bti-bd
PR-1113-01	SQUEEZE 2.715	1	0		PR-1113-01			Attribute	IMPERIAL	INSPECTION			$0.00		1113	bti	bti-bd
PR-1152A/B-01	SQUEEZE 1.582	1	0		PR-1152A/B-01		1	Attribute		SHOP FLOOR			$0.00		1152		bti-bd
PR-1153/1175-01	Flatness Plate	1	0		PR-1153-01			Attribute	IMPERIAL	INSPECTION			$0.00		1153		bti-bd
PR-1153-01A	.008 Feeler Gauge for 01	1	0		PR-1153-01A			Attribute	inch	INSPECTION			$0.00		1153		bti-bd
PR-1153-02	Go -Nogo gauge for centre core	1	0					Attribute	IMPERIAL	INSPECTION			$0.00		1153	bti	bti-bd
PR-1154-01	DIA-GO FIXTURE	1	0		PR-1154-01			Attribute	IMPERIAL	INSPECTION			$0.00		1154	bti	bti-bd
PR-1154-01A	Go pin for drilled Ø	1	0		PR-1154-01A			Attribute	IMPERIAL	INSPECTION			$0.00		1154	bti	bti-bd
PR-1175-02	Bolt holes DIA.- .350 - Go	1	0		PR-1175-02			Attribute	inch	insp - Cabinet			$0.00		1175	bti	bti-bd
PR-1175-03A	.008" Feeler for Fixture	1	0		PR-1175-03A			Attribute	inch	insp - Cabinet			$0.00		1175	mitutoyo	bti-bd
PR-1182C-01	Squeeze plug gauge-46.2	1	0		PR-1182B-01			Attribute	inch	SHOP FLOOR			$0.00		1182B		bti-bd
PR-1182C-02	Squeeze plug gauge-21.65	1	0		PR-1182B-02			Attribute		SHOP FLOOR			$0.00		1182B		bti-bd
PR-1182C-03	Squeeze plug gauge-43	1	0		PR-1182B-03			Attribute		SHOP FLOOR			$0.00		1182B		bti-bd
PR-1225F/G-01	BOLT HOLES -Go/NOgo	1	0		PR-1225F/G-01			Attribute	inch	Insp - Cabinet			$0.00		1225	bti	bti-bd

PR-1234-01	1/4-20UNC-3B-ThreBTI	1	0		PR-1234-01			Attribute	IMPERIAL	SHOP FLOOR			$0.00		1234	f.cox	bti-bd
PR-1234-01A	1/4-20UNC-3B-ThreBTI	1	0					Attribute	IMPERIAL	SHOP FLOOR			$0.00		1234	f.cox	bti-bd
PR-1239-01	SQUEEZE - 1.28	1	0		PR-1239-01			Attribute	IMPERIAL	Insp - Cabinet			$0.00		1239	bti	bti-bd
PR-1239-01A	SQUEEZE - 1.28	1	0					Attribute	IMPERIAL	Insp - Cabinet			$0.00		1239	bti	bti-bd
PR-1239-02A	DEPTH - .054 +/-.005"	1	0		PR-1239-02A			Attribute	Inch	INSPECTION			$0.00		1239	bti	bti-bd
PR-1239-02AA	DEPTH - .054 +/-.005"	1	-1					Attribute	Inch	INSPECTION			$0.00		1239	bti	bti-bd
PR-1283/1783 A/B-02	Ø Bolt holes-.415/.435"	1	0		PR-1283A/B-02			Attribute	inch	INSPECTION			$0.00		1283/1783	Peerless	bti-bd
PR-1283/1783 A/B-04	FLATNESS FIXTURE	1	0		PR-1283A/B-04			Attribute	INCH	SHOP FLOOR			$0.00		1283/1783	Peerless	bti-bd
PR-1283/1783A/B-04A	Feeler .010 For plate	1	0		PR-1283A/B-04A			Attribute	INCH	SHOP FLOOR			$0.00		1283/1783	Peerless	bti-bd
PR-1283A/B-03	Ø Bolt holes-.415/.435"	1	0		PR-1283A/B-03			Attribute	inch	INSPECTION			$0.00		1283	Peerless	bti-bd
PR-1283A/B-05	FLATNESS FIXTURE	1	0		PR-1283A/B-05			Attribute	INCH	SHOP FLOOR			$0.00		1283	Peerless	bti-bd
PR-1283A/B-05A	Feeler .010 For plate	1	0		PR-1283A/B-05A			Attribute	INCH	SHOP FLOOR			$0.00		1283	peerless	bti-bd
PR-1293A-01	Squeeze plug gauge	1	0		PR-1293A-01			Attribute		Insp - Cabinet			$0.00		1293A	bti	bti-bd
PR-1293A-02	43.8 - overall height -GO	1	0		PR-1293A-02			Attribute	mm	SHOP FLOOR			$0.00		1293A	bti	bti-bd
PR-1293A-03	43.2 - overall height - NOGO	1	0		PR-1293A-03			Attribute	mm	SHOP FLOOR			$0.00		1293A	bti	bti-bd
PR-1416A-01	DIA. .320/.380 - 2 PLS	1	0		PR-1416A-01			Attribute	IMPERIAL	INSPECTION			$0.00		1416A		bti-bd
PR-1416A-02	SQUEEZE	1	0		PR-1416A-02			Attribute		INSPECTION			$0.00		1416A		bti-bd
PR-1416A-03	2.03+/-.04 Dim. Fixture	1	0		PR-1416A-03			Attribute		INSPECTION			$0.00		1416A		bti-bd
PR-1416A-03A	MASTER for PR-1416A-03	1	0		PR-1416A-03A			Attribute	inch	INSPECTION			$0.00		1416A		bti-bd
PR-1496AB-01	SQUEEZE	1	0		PR-1496AB-01			Attribute	inch	Insp - Cabinet			$0.00		1496AB	bti	bti-bd
PR-1496AB-02	Squeeze gauge - 2.342±.008"	1	0		PR-1496AB-02			Attribute	inch	Insp - Cabinet			$0.00		1496AB	bti	bti-bd
PR-1497AB-01	Bolt hole .2775±.008"-Go/Nogo	1	0		PR-1497AB-01			attribute	inch	insp			$0.00		1497AB	bti	bti-bd
PR-1504-01	9.13 Go plug gauge	1	0		1504			Attrbute	mm	insp- Drawer			$0.00		1504	Bti BD	bti-bd

PR-1504-02	8.63 Go plug gauge	1	0		1504			Attrbute	Inch	insp - Drawer			$0.00		1504	Bti BD	bti-bd
PR-1504-04	30 mm min Go plug gauge	1	0					Attrbute	METRIC	insp - Drawer			$0.00		1525A	Bti BD	bti-bd
PR-1522-01	9.13 Go plug gauge	1	0		1522			Attrbute	mm	insp- Drawer			$0.00		Oil filter BTIapter	Bti BD	bti-bd
PR-1525-02	8.63 Go plug gauge	1	0		1525			Attrbute	Inch	insp - Drawer			$0.00		1525A	Bti BD	bti-bd
PR-1566/1571-FP04	Plate for Bent Casting	1	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1566/1571-FP05	18.5 +/-0.5 NOGO for Bent Casting	1	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1566/1571-FP07	18.5 +/-0.5 NOGO for Bent Casting	1	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1566/71-02	Ø56 - PLug Gauge	1	0		1571			Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	BTI-BD
PR-1566/71-03	Ø21 - PLug Gauge	1	0		1571			Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	BTI-BD
PR-1566/71-04	Ø56 - PLug Gauge	1	0		1571			Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	BTI-BD
PR-1566/71-06	Ø21 - PLug Gauge	1	0		1571			Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	BTI-BD
PR-1566/71-07	Ø21 - PLug Gauge	1	0		1571			Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	BTI-BD
PR-1566/71-08	Ø56 - PLug Gauge	1	0		1571			Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	BTI-BD
PR-1566/71-09	Ø56 - PLug Gauge	1	0		1571			Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	Bti-BD
PR-1566-M01	MOUSE	1	0		1571			Attribute	mm	inspection			$0.00				BTI-BD
PR-1566-M02	MOUSE	1	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1571-FP01	Plate for Bent Casting	1	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1571-M01	MOUSE	1	-1		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1571-M03	MOUSE	1	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1571-M04	MOUSE	1	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1571-M04A	Mouse for Trns Face	1	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1571-M05	MOUSE	1	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1577-01	PLATE BOLT HOLES POS.	1	0		PR-1577-01			Attribute	METRIC	INSPECTION			$0.00			RIKEN MFG.	BTI-BD
PR-1577-02	FEELER 0.30mm	1	0		PR-1577-02			Attribute	METRIC	INSPECTION			$0.00			RIKEN MFG.	BTI-BD
PR-1577-03	BOLT HOLES GO/NO-GO	1	0		PR-1577-03			Attribute	METRIC	INSPECTION			$0.00			RIKEN MFG.	BTI-BD
PR-1644/1645-08	M10 X 1.5 6H	1	0		PR-1645-08			Attribute	METRIC	Insp Drawer			$0.00		1645A		bti-bd
PR-1645-04	11.10/11.27 GoNogo	1	0		PR-1645-04			Attribute	METRIC	Insp - Cabinet			$0.00		1645A		bti-bd
PR-1645-05	11.40/11.57 GoNogo	1	0		PR-1645-05			Attribute	METRIC	Insp Drawer			$0.00		1645A		bti-bd
PR-1645-06	OVAL GoNogo	1	0		AU-1645-06			Attribute	METRIC	Audit - drawer			$0.00		1645A		bti-bd
PR-1645-09	OVAL GoNogo	1	0		AU-1645-09			Attribute	METRIC	insp - Drawer			$0.00		1645A		bti-bd
PR-1680/82C/1764/1767-001	0.254mm Feeler for Fixture	1	0					Attribute	METRIC	insp - Cabinet			$0.00		1680/82C	mitutoyo	bti-bd

PR-1697-04	30 mm min Go plug gauge	1	0					Attrbute	METRIC	insp - Drawer			$0.00			Bti BD	bti-bd
PR-1724-03	30 mm min Go plug gauge	1	0					Attrbute	METRIC	insp - Drawer			$0.00		1724A	Bti BD	bti-bd
PR-1774-01	M10 X 1.5 6H	1	0					Attribute	METRIC	production			$0.00				bti-bd
PR-3112B/C-01	3.37 +/-.010 DIM. -Go	1	0		PR-3112B/C-01			Attribute	INCH	Insp - Cabinet			$0.00		3112	bti	bti-bd
PR-6007A-01	1.2505±.0015 - Go/Nogo	1	0		PR-6007A-01			Attribute	inch	Insp - Cabinet			$0.00		6007A	Bti	bti-Bd
PR-6007A-02	0.379±.003 - Go/Nogo	1	0		PR-6007A-02			Attribute	inch	Insp - Cabinet			$0.00		6007A	Bti	bti-Bd
PR-6008A-03	0.379±.003 - Go/Nogo	1	0		PR-6008A-02			Attribute	inch	Insp - Cabinet			$0.00		6008A	f. Cox	bti-Bd
PR-6008A-07	1.510/1.490 - Go/Nogo	1	0					Attribute	inch	Insp - Cabinet			$0.00		6008A	f. Cox	bti-Bd
PR-6008A-08	1.2505±.0015 - Go/Nogo	1	0		PR-6008A-08			Attribute	inch	Insp - Cabinet			$0.00		6008A	f.cox	bti-Bd
PR-6008A-09	0.360 GROOVE GO GAUGE CHECK DIM 0.34+/-0.20	1	0		PR-6008A-09			Attribute	INCH	Insp Drawer			$0.00		6008A		bti-bd
PR-6008A-09A	0.320 - Nogo	1	0		PR-6008A-06			Attribute	inch	Insp - Cabinet			$0.00		6008A	f. Cox	bti-Bd
SQ 11 JT 20	Std mat'l Disk for Spectr	1	0		SQ 11 JT 20			Attribute		PMT			$0.00		Master disk		bti-bd
SS-319 EP	Std mat'l Disk for Spectr	1	0		SS-319 EP			Attribute		PMT			$0.00	4/2/1998	Purchased std for spectro	Alcoa	bti-bd
WA 1199 AX27	Std mat'l Disk for Spectr	1	0		WA 1199 AX27			Attribute		PMT			$0.00		Master disk		bti-bd
0003	probe	2	0		0004-1410A			Attribute		# 241			$0.00		Probe for hole 13,18,17,14,1 & 2		bti-bd
0004		2	0		0004-1411A			Attribute		# 241			$0.00		Probe for hole 13,18,17,14,1 & 2		bti-bd
0005	Red Boundary Sample	2	0		0008-1411			Attribute		# 243			$0.00		Pass leaker sample		bti-bd
0006	Green Boundary Sample	2	0		0006-1411A			Attribute		# 241			$0.00		Gross leaker sample		bti-bd
0007	Green Boundary Sample	2	0		0007-1286D			Attribute		# 231			$0.00		Gross leaker sample		bti-bd
0008	Red Boundary Sample	2	0		0008-1286D			Attribute		# 231			$0.00		Pass leaker sample		bti-bd
0009	Probe Verification Sample - orange	2	0		0009-1286D			Attribute		# 231			$0.00		Orange - Hole 9 & 10		bti-bd
0010	Probe Verification Sample - orange	2	0		0010-1286D			Attribute		# 231			$0.00		Orange - Hole #11		bti-bd
0011	Probe Verification Sample - orange	2	0		0011-1286D			Attribute		# 231			$0.00		Orange - hole #12		bti-bd
0012	Green Boundary Sample	2	0		0012-1410A			Attribute		# 196			$0.00		Pass - Leak Sample		bti-bd

0014	Probe Verification Sample	2	0		0014-1410A			Attribute		# 227			$0.00		Red - hole #1,2 & 17		bti-bd
0026	Probe Verification Sample	2	0		0026-1410A			Attribute		# 243			$0.00		H#15 ON THE PRESSURE TEST		bti-bd
0050	Red Leak Casting for P.T	2	0		0050-1410A			Attribute		#243			$0.00				bti-bd
0051	Green Casting Non-Leak for P.T	2	0		0051-1410A			Attribute		#243			$0.00		Non-Leak sample		bti-bd
0054	Green Casting Non-Leak for P.T	2	-1		0054-1518			Attribute		#251					Non-Leak sample		bti-bd
0055	Red Leak Casting for P.T	2	0		0055-1518			Attribute		#251					Leak sample		bti-bd
028438	Dial Hygrometer/Thermometer	2	0		5565			variable	degree	pmt			$0.00		Thermometer	Taylor	BTI-BD
AU-1080A~C-01	SQUEEZE 1.788	2	0		AU-1080A~C-01			Attribute	Inch	audit quality - Cabinet			$0.00		1080	bti	bti-bd
AU-1224B/1244B-02	1.000-MILL DIM. - Go/Nogo	2	0		AU-1224B/1244B-02			Attribute	INCH	AUDIT-QUALITY			$0.00		1244B		bti-bd
AU-1224B/1244B-03	BOLT HOLES -Ø 0.399-Go	2	0		AU-1224B/1244B-03			Attribute	INCH	AUDIT-QUALITY			$0.00		1244B	bti-BD	bti-bd
AU-1224B-01	MILL DIM. 2.100	2	0		AU-1224B-01			Attribute	INCH	Quality - audit			$0.00		1224B		bti-bd
AU-1224B-02	MILL DIM.@H-14 - NOGO	2	0		AU-1224B-02			Attribute	INCH	AUDIT-QUALITY			$0.00		1224B		bti-bd
AU-1225F/G-01	BOLT HOLE GAUGE	2	0		AU-1225F-01			Attribute	inch	AUDIT-QUALITY			$0.00		1225	bti	bti-bd
AU-1244B-01	M/C DIA. HOLE 10	2	0		AU-1244B-01			Attribute	INCH	AUDIT-QUALITY			$0.00		1244B		bti-bd
AU-1244B-02	2.065 MILL DIM.-Go/Nogo	2	0		AU-1244B-02			Attribute	INCH	AUDIT-QUALITY			$0.00		1244B		bti-bd
AU-1262/63D/1528B-01	25, 27~30 THD	2	0		1262DE/1263D/1528B			Attribute	METRIC	audit-quality			$0.00		1262/1263/1528B	f. Cox	bti-bd
AU-1262/63D/1528B-02	DEPTH-SEAL GROOVE	2	0		1262/1263/1528			Attribute	METRIC	audit-quality			$0.00		1262DE/1263/1528	bti	bti-bd
AU-1262/63D/1528B-03	WIDTH-SEAL GROOVE	2	0		1262/1263/1528B			Attribute	METRIC	audit-quality			$0.00		1262DE/1263/1528	bti	bti-bd
AU-1263D-03	M6 Minor Ø - NOGO	2	0		1262/1263/1528B			Attribute	METRIC	audit-quality			$0.00		1262DE	bti	bti-bd
AU-1263D-04	M8 Minor Ø - NOGO	2	0		1262/1263/1528B			Attribute	METRIC	audit-quality			$0.00		1262DE	bti	bti-bd
AU-1284B-01	O/A HEIGHT - M/C	2	0		AU-1284A-01			Attribute		INSPECTION			$0.00		1284A		bti-bd
AU-1285A-01	DIA. .4900/.5100	2	0		AU-1285A-01			Attribute	inch	AUDIT-QUALITY			$0.00		1285A		bti-bd

AU-1285A-02	DIA. .4000/.4200	2	0		AU-1285A-02			Attribute	inch	AUDIT-QUALITY			$0.00		1285A		bti-bd
AU-1410/1411A-01	Hole 1 & 2	2	0		AU-1410/1411A 01			Attribute	mm	AUDIT-QUALITY			$0.00		1410/1411	F. Cox	bti-bd
AU-1410/1411A-02	HOLE 17	2	0		AU-1410/1411A 02			Attribute	mm	AUDIT-QUALITY			$0.00		1410/1411		bti-bd
AU-1495A-01	G/NG plug gauge	2	0		AU-1495A-01			attribute	inch	insp - Drawer			$0.00		1495A	bti	bti-bd
AU-1495A-02	G/NG plug gauge	2	0		AU-1495A-02			attribute	inch	insp - Drawer			$0.00		1495A	bti	bti-bd
AU-1520/1530-01	H #3/4/5 - 8.45 - Go	2	0		AU-1520/1530-01			Attrbute	mm	insp			$0.00		1520/1530B	Landau	bti-bd
IN-032909-01	Surface Tester Master	2	0		032909		178-602A	ATTRIBUTE	mm/Inch	CMM Room			$0.00		surface tester	Mitutoyo	bti-bd
IN-0345584-01	VERNIER - Digimatic	2	0		0003998	1	CD-6"CR	Variable	inch/mm	INSP-TABLE			$0.00		VERNIER	mitutoyo	bti-bd
IN-05329290	VERNIER - Digimatic	2	-1		05329290		CD-6"CXR	Variable	inch/mm	INSPECTION			$350.00		VERNIER	mitutoyo	bti-bd
IN-05435937-01	VERNIER - Digimatic	2	-1		05435937		CD-6"CSX	Variable	inch/mm	INSPECTION			$350.00		VERNIER	mitutoyo	bti-bd
IN-1016A-07	120+/-.20 Drill Dia.G/NG	2	0		IN-1016A-07			Attribute	Inch	Audit-Quality			$0.00		1016A		bti-bd
IN-1054-01	Concentricity - Mandril	2	0		IN-1054-01			Attribute	IMPERIAL	insp - Drawer			$0.00		1054	bti	bti-bd
IN-1054-02	DIA-1.622 GO	2	0		IN-1054-02		1	Attribute	IMPERIAL	Insp - Cabinet			$0.00		1054	bti	bti-bd
IN-1060M-01	FLATNESS FIXTURE	2	0		IN-1060M-01			Attribute	IMPERIAL	INSPECTION			$0.00		1060M		bti-bd
IN-1070-03	CMM - FIXTURE	2	0		IN-1070-03			Attribute	IMPERIAL	CMM Room			$0.00		1070	Bti	bti-bd
IN-1078-01	SQUEEZE - 1.21"	2	0		IN-1078-01			Attribute	inch	insp - Cabinet			$0.00		1078	bti	bti-bd
IN-1078-02	SQUEEZE 1.455	2	0		IN-1078-02			Attribute	IMPERIAL	Insp - Cabinet			$0.00		1078	bti	bti-bd
IN-1078-03	.380+/-.01	2	0		IN-1078-03			Attribute	inch	Insp - Cabinet			$0.00		1078	bti	bti-bd
IN-1078-04	1.90 Depth	2	0		IN-1078-04			Attribute	inch	Insp - Cabinet			$0.00		1078	bti	bti-bd
IN-1078-05	DIA. .870 ±.002"	2	0		IN-1078-05			Attribute	IMPERIAL	insp - Cabinet			$0.00		1078		bti-bd
IN-1078-06	T/P of 1/4 unc core - 4pls	2	0		IN-1078-06			Attribute	IMPERIAL	insp - Cabinet			$0.00		1078		bti-bd
IN-1080A~C-01	SQUEEZE 1.788	2	0		IN-1080A~C-01			Attribute	IMPERIAL	insp- Drawer			$0.00		1080		bti-bd
IN-1152A/B-01	SQUEEZE 1.582	2	0		IN-1152A/B-01		1	Attribute		INSPECTION			$0.00		1152	Bti	bti-bd
IN-1180A~C-02	DEPTH	2	0		IN-1180A~C-02			Attribute	INCH	INSPECTION			$0.00		1180A~C		bti-bd

IN-1224B-01	MILL DIM. 2.100"	2	0		IN-1224B-01			Attribute	INCH	INSPECTION			$0.00		1224B		bti-bd
IN-1224B-04	MILL DIM. @H-14 - NOGO	2	0		IN-1224B-04			Attribute	INCH	Inspection			$0.00		1244B		bti-bd
IN-1225F/G-01	BOLT HOLES -Go/NOgo	2	0		IN-1225F/G-01			Attribute	inch	Insp - Cabinet			$0.00		1225	bti	bti-bd
IN-1248A-01	GO/NOGO - .194/.205	2	0		IN-1248A-01			Attribute	inch	insp - Cabinet			$0.00		1248A	bti	bti-bd
IN-1262/1528/1581-18	M6 - MIN THD SIZE	2	0		IN-1263D-18			Attribute	mm	CMM Room			$0.00		1263C	Bti	bti-bd
IN-1262DE/1263D-02	WIDTH-SEAL GROOVE	2	0		1262/1263/1528B			Attribute	METRIC	Insp - Cabinet			$0.00		1262DE/1263/1528	bti	bti-bd
IN-1263D-19	M8 Min. Dia. No-Go	2	0		IN-1263D-19			Attribute	mm	CMM Room			$0.00		1263D	Bti	Bti-Bd
IN-1284B-01	TABS MIN.SIZE	2	0		IN-1284A-01			Attribute	mm	INSPECTION			$0.00		1284A		bti-bd
IN-1284B-02	TABS MIN. SIZE	2	0		IN-1284A-02			Attribute	mm	INSPECTION			$0.00		1284A		bti-bd
IN-1284B-03	O/A - M/C HEIGHT	2	0		IN-1284A-03			Attribute		SHOP FLOOR			$0.00		1284A		bti-bd
IN-1284B-08	DIA. 9.57/9.87mm	2	0		IN-1284A-08			Attribute	mm	INSPECTION			$0.00		1284A		bti-bd
IN-1286E-17	F.Pin with depth - Hole #11	2	0		IN-1286E-17			Attribute	mm	Shop floor			$0.00		1286E		bti-bd
IN-1286E-19	Spacer for D-26 sweep	2	0		1286-001			Attribute	mm	Shop floor			$0.00		1286E		bti-bd
IN-1286E-20	H-11 DEPTH and SIZE	2	0		IN-1286E-20			attribute	mm	Shop floor			$0.00		1286E	bti	bti-bd
IN-1286E-24	Hole #11-cast F.P.	2	0		IN-1286E-24			Attribute	mm	Shop floor			$0.00		1286E	bti-bd	bti-bd
IN-1293A-02	Squeeze Plug Gauge-21mm	2	0		IN-1293A-02			Attribute	Inch	INSPECTION			$0.00		1293A	bti	bti-bd
IN-1410/1411A-03	F.PIN HOLE 17	2	0		1410/1411-01			Attribute	mm	Gauge Station#1			$0.00		1410/1411		bti-bd
IN-1410/1411A-04	F.PIN HOLE15	2	0		1410/1411-01			Attribute	mm	Gauge Station#1			$0.00		1410/1411		bti-bd
IN-1410/1411A-05	F.PIN-HOLE14	2	0		1410/1411-01			Attribute	mm	Gauge Station#1			$0.00		1410/1411	bti	bti-bd
IN-1410/1411A-24	Holes Ø-4/5/7/11/16	2	0		IN-1410/1411A24			Attribute	mm	insp			$0.00		1410/1411	F. Cox	bti-bd
IN-1411A-11A	Spacer-Hole-12@bottom	2	0		24ZE-31831			Attribute	mm	Insp			$0.00		1410/1411		bti-bd
IN-1478-01H12	Hole 12 Max Depth Gauge	2	0		IN-1478-01H12			Attribute	mm	Inspection			$0.00			bti	BTI-BD
IN-1528 BOLT-01	Thd. Ring Gg.	2	0		IN-1528 BOLT-01			Attrbute	mm	Lab			$0.00			F. Cox	BTI-BD
IN-1528 BOLT-02	Thd. Ring Gg.	2	-1		IN-1528 BOLT-02 NG			Attrbute	mm	Lab			$0.00			F. Cox	BTI-BD

IN-1528ARM-01	T/P BLT HLS OF COMP ARM	2	0		IN-1528ARM-01			Attrbute	MM	Layout - Cabinet			$0.00				bti-bd
IN-192657-01	0-0.80 Dail Test Indicator	2	0					Variable	mm	Layout			$0.00		Indicator		bti-bd
IN-192-657-02	Digital Height Gauge	2	0		192-657	1		Variable	inch/mm	INSP-SURFACE PL			$0.00		generic	mitutoyo	bti-bd
IN-3112B/C-01	3.370 +/-.010 DIM. -Go	2	0		IN-3112B/C-01			Attribute	INCH	INSPECTION			$0.00		3112	bti	bti-bd
IN-323-01	VERNIER- 150mm	2	0		323			Variable	mm	INSP-TABLE			$0.00		VERNIER		bti-bd
IN-505-626-50-01	0-6" Vernier Dial	2	0		505-626-50			Variable	inch	CMM Room			$0.00		generic - variable	mitutoyo	bti-bd
LO-03091793-01	VERNIER - Digimatic	2	-1		03091793		500-196	Variable	inch/mm	Qa lab			$350.00		VERNIER	mitutoyo	bti-bd
LO-061397-01	Dial Indicator(.01mm)	2	0		061397			Variable	mm	Layout			$0.00		Indicator		bti-bd
LO-071046-01	Gauge Blocks-Metric set	2	-1		071046			Attribute	mm	LAYOUT			$0.00		GAUGE BLOCK		bti-bd
LO-167-141-01	EMR	2	0		167-141			Attribute	inch	LAYOUT			$0.00		end Measuring rod		bti-bd
LO-167-142-02	EMR	2	0		167-142			Attribute	inch	LAYOUT			$0.00		End Measuring Rod		bti-bd
LO-167-143-03	EMR	2	0		167-143			Attribute	inch	LAYOUT			$0.00		End Measuring Rod		bti-bd
LO-167-144-04	EMR	2	0		167-144			Attribute	inch	LAYOUT			$0.00		End Measuring Rod		bti-bd
LO-167-145-05	EMR	2	0		167-145			Attribute	inch	LAYOUT			$0.00		End Measuring Rod		bti-bd
LO-186-902-01	RBTIIUS SET-METRIC	2	0		186-906			Attribute	mm	LAYOUT			$0.00		generic	mitutoyo	bti-bd
LO-186-906-01	RBTIIUS SET.010-.500	2	0		186-906			Attribute	inch	LAYOUT			$0.00		generic	mitutoyo	bti-bd
LO-192-607-01	DIGITAL HEIGHT GAUGE	2	0		192-607			Digital	inch/mm	LAYOUT			$0.00		HEIGHT GAUGE		bti-bd
LO-246303-01	GAUGE BLOCK SET-9 PCS	2	0		246303			Attribute	imperial	LAYOUT			$0.00		GAUGE BLOCK	mitutoyo	bti-bd
lo-253-10	Dial Indicator	2	0		IDS-253			Variable	mm	1533 gauge			$0.00		Indicator	STM	bti-bd
lo-253-11	Dial Indicator	2	0		IDS-253			Variable	mm	Insp - Cabinet			$0.00		Indicator	STM	bti-bd
LO-806525-01	Dial Indicator(.0005")	2	0		806525			Variable	inch	Storage			$0.00		Indicator		bti-bd
LO-878115-01	0-040"Dail Test Indicator	2	0		878115			Variable	Inch	Layout			$0.00		Indicator		bti-bd
LO-B5M-01	Dial Indicator(.0005")	2	0		B5M			Variable	inch	Layout			$0.00		Indicator		bti-bd
LO-B81-01	Dial Indicator(.025mm)	2	0		B81			Variable	mm	STORAGE			$0.00		Indicator		bti-bd
LO-N61-01	Dial Indicator(.01mm)	2	0		N61			Variable	mm	STORAGE			$0.00		Indicator		bti-bd
LO-W11-01	Dial Indicator(.002mm)	2	0		W11			Variable	mm	STORAGE			$0.00		Indicator		bti-bd
LO-W81-01	Dial Indicator(.0005mm)	2	0		W81			Variable	Inch	Layout			$0.00		Indicator		bti-bd
PE-200646-01	8" Digital Vernier	2	0		200646			Variable	I/M	PMT			$0.00				bti-bd
PE-2200P	Aqua metrix - Controller	2	0		2200P			variable		Waste water system			$0.00		environmental	ACG Tech. environmental system	bti-bd

PE-6303-01	Omega PH - Controller	2	0		6303		6303	variable		Waste water system			$0.00		environmental	ACG Tech. environmental system	bti-bd
PE-933/86-01	Spectrometer	2	0		933/86			Variable		PMT			$0.00		Spectrometer	G.M.B.H	bti-bd
PR-1016A-11	DRILL OVAL NOGO	2	0		IN-1016A-04			Attribute	IMPERIAL	INSPECTION			$0.00		1016A	Bti	bti-bd
PR-1017-01	SQUEEZE- 1.870"	2	0		PR-1017-01			Attribute	IMPERIAL	INSPECTION			$0.00		1017		bti-bd
PR-1017-02	DIA. .222 GO	2	0		PR-1017-02			Attribute		INSPECTION			$0.00		1017	bti BD	bti-bd
PR-1070-04	MASTER 1.113DIM	2	0		PR-1070-04			Attribute	IMPERIAL	Insp - Cabinet			$0.00		1070	bti	bti-bd
PR-1070-04A	DIAL Gauge	2	0		PR-1070-04			Variable	IMPERIAL	Insp - Cabinet			$0.00		1070	bti	bti-bd
PR-1078-01	SQUEEZE - 1.455"	2	0		PR-1078-01			Attribute	IMPERIAL	SHOP FLOOR			$0.00		1078		bti-bd
PR-1078-02	SQUEEZE - 1.13"	2	0		PR-1078-02			Attribute	inch	SHOP FLOOR			$0.00		1078		bti-bd
PR-1078-03	SQUEEZE - 1.21"	2	0		PR-1078-03			Attribute	inch	SHOP FLOOR			$0.00		1078		bti-bd
PR-1078-04	1/4 npt	2	0		PR-1078-04			Attribute	IMPERIAL	SHOP FLOOR			$0.00		1078		bti-bd
PR-1078-05	DIA..380+/- .01 - 3/8 npt	2	0		PR-1078-05			Attribute	IMPERIAL	SHOP FLOOR			$0.00		1078		bti-bd
PR-1078-06	Drill Depth for 1/4 npt	2	0		PR-1078-06			Attribute	Inch	Insp - Cabinet			$0.00		1078	bti	bti-bd
PR-1080A/B-01	SQUEEZE 1.788	2	0		PR-1080A/B-01			Attribute	IMPERIAL	Insp Drawer			$0.00		1080		bti-bd
PR-1175-03	FLATNESS FIXTURE	2	0		PR175-03			Attribute	inch	insp - Cabinet			$0.00		1175	bti	bti-bd
PR-1224B/1244B-01	DIA. BOLT HOLES-0.399 go	2	0		PR-1224B/1244B-01			Attribute	INCH	Shop floor			$0.00		1244B		bti-bd
PR-1224B/1244B-05	MILL DIM. 1.000-Go/Nogo	2	0		PR-1224B/1244B-05			Attribute	INCH	Shop floor			$0.00		1244B		bti-bd
PR-1224B/1244B-06	Panrail height 0.995/1.03" go/nogo	2	0		PR-1224B/1244B-06			Attribute	INCH	Shop floor			$0.00		1244B		bti-bd
PR-1224B-01	MILL DIM.@H-14 - NOGO	2	0		PR-1224B-01			Attribute	INCH	Insp Drawer			$0.00		1224B		bti-bd
PR-1224B-06	F.PLATE FOR BOLT HOLES	2	0		PR-1224B-06			Attribute	INCH	Shop floor			$0.00		1244B		bti-bd
PR-1244B-01	MILL DIM. 2.065-Go/Nogo	2	0		PR-1244B-01			Attribute	INCH	Shop floor			$0.00		1244B		bti-bd
PR-1244B-02	M/CDIA. HOLE 10-GO	2	0		PR-1244B-02			Attribute	INCH	Shop floor			$0.00		1244B		bti-bd
PR-1244B-04	F.PLATE FOR BOLT HOLES	2	0		PR-1244B-04			Attribute	INCH	Shop floor			$0.00		1244B		bti-bd
PR-1248A-01	GO/NOGO - .194/.205	2	0		PR-1248A-01			Attribute		SHOP FLOOR			$0.00		1248A	bti	bti-bd

PR-1262D/E-01	FLATNESS FIXTURE	2	0		PR-1262D/E-01			Attribute	mm	QA TRAILER			$0.00		1262/1528	bti	bti-bd
PR-1262DE/1263D-02	WIDTH-SEAL GROOVE	2	0		1262/1263/1528B			Attribute	METRIC	Insp - Cabinet			$0.00		1262DE/1263/1528	bti	bti-bd
PR-1262DEF/1263D/1518B-02	M8 DRILL SIZE NG	2	0					Attribute	mm	shop floor			$0.00		1263D	Bti	bti-bd
PR-1262DEF/1263D/1528B-01	M6 DRILL SIZE NG	2	0		PR-1263D-20			Attribute	mm	shop floor			$0.00		1263D	Bti	bti-bd
PR-1283A/B-06	Bent cont. Centre core	2	0		1283-004			Variable	inch	Shop floor			$0.00		1283	Peerless	bti-bd
PR-1283A/B-06A	Bent cont. Master	2	0		1283-004			Attribute	inch	Shop floor			$0.00		1283	Peerless	bti-bd
PR-1284B-01	O/A - M/C HEIGHT	2	0		PR-1284A-01			Attribute	mm	Shop Floor			$0.00		1284A		bti-bd
PR-1284B-03	9.57/9.87mm DIM.	2	0		PR-1284A-03			Attribute	mm	SHOP FLOOR			$0.00		1284A		bti-bd
PR-1284B-04	TABS MIN.SIZE	2	0		PR-1284A-04			Attribute	mm	SHOP FLOOR			$0.00		1284A		bti-bd
PR-1286E-01	H-11 M/C DEPTH and SIZE	2	0		PR-1286E-01			Attribute	mm	m/c #231			$0.00		1286E	Bti	bti-bd
PR-1286E-03	H-10 -DEPTH	2	0		PR-1286E-03			Attribute	mm	m/c #231			$0.00		1286E		bti-bd
PR-1286E-04	HOLE #12 DEPTH	2	0		PR-1286E-04			Attribute	mm	m/c #231			$0.00		1286E		bti-bd
PR-1286E-05	Fixture -Hole 9&10-M/C	2	0		PR-1286E-05			Attribute		m/c #231			$0.00		1286E		bti-bd
PR-1410/1411A-02	Drill change-9.02/9.15	2	0		PR-1410/1411A-02			Attribute	mm	m/c #227 & 196 / #241 & 243			$0.00		1410/1411	f. Cox	bti-bd
PR-1410/1411A-03	M/C DIA.H-15-5.5/6.5	2	0		PR-1410/1411A-03			Attribute	mm	m/c #227 & 196 / #241 & 243			$0.00		1410/1411		bti-bd
PR-1410/1411A-04	M/C DIA. H-15- 5.5/6.5	2	0		PR-1410/1411A-04			Attribute	mm	m/c #227 & 196 / #241 & 243			$0.00		1410/1411		bti-bd
PR-1410/1411A-05	HOLE 17	2	0		PR-1410/1411A-05			Attribute	mm	m/c #227 & 196 / #241 & 243			$0.00		1410/1411		bti-bd
PR-1410/1411A-06	HOLE 17	2	0		PR-1410/1411A-06			Attribute	mm	m/c #227 & 196 / #241 & 243			$0.00		1410/1411		bti-bd
PR-1410/1411A-07	HOLE 14	2	0		PR-1410/1411A-07			Attribute	mm	m/c #227 & 196 / #241 & 243			$0.00		1410/1411		bti-bd
PR-1410/1411A-08	M/C DIA.H-14 - 6.0/7.0	2	0		PR-1410/1411A-08			Attribute	mm	m/c #227 & 196 / #241 & 243			$0.00		1410/1411		bti-bd
PR-1410/1411A-09	Bolt Hole Functional Plate	2	0		PR-1410/1411A-09			Attribute	mm	m/c #227 & 196 / #241 & 243			$0.00		1410/1411	bti	bti-bd

PR-1410/1411A-10A	Mouse for Flatness Plate	2	0		PR-1410/1411A-10A			Attribute	mm	Insp			$0.00		1410/1411	bti	bti-bd
PR-1410/1411A-11	Drill change-9.02/9.15	2	0		PR-1410/1411A-11			Attribute	mm	m/c #227 & 196 / #241 & 243			$0.00		1410/1411	f.cox	bti-bd
PR-1410/1411A-12	Flatness Plate	2	0		PR-1410/1411A-12			Attribute	mm	Insp			$0.00		1410/1411	bti	bti-bd
PR-1410/1411A-12A	Mouse for Flatness Plate	2	0		PR-1410/1411A-12A			Attribute	mm	Insp			$0.00		1410/1411	bti	bti-bd
PR-1443/1444C-01	Bolt Holes 0.295/0.315	2	0		PR-1443/1444C-01			Attribute	mm	insp- Drawer			$0.00		1443/1444C	Bti-BD	bti-bd
PR-1443/1444C-02	Flatness plate for -A-	2	0		PR-1443/1444C-02			Attribute	mm	Inspection			$0.00		1443/1444C		bti-bd
PR-1443/1444C-02A	.02" Feeler for plate	2	0		PR-1443/1444C-02A			Attribute	mm	Shop floor			$0.00		1443/1444C		bti-bd
PR-1443/1444C-03	Flatness plate for -A-	2	0		PR-1443/1444C-03			Attribute	mm	Inspection			$0.00		1443/1444C		bti-bd
PR-1443/1444C-03A	.02" Feeler for plate	2	0		PR-1443/1444C-03A			Attribute	mm	Inspection			$0.00		1443/1444C		bti-bd
PR-1443/1444C-04	Bolt Holes 0.295/0.315	2	0		PR-1443/1444C-04			Attribute	mm	insp - Drawer			$0.00		1443/1444C		bti-bd
PR-1478-01	Seal Groove Profile Check	2	0		PR-1478-01				mm	Insp			$0.00			RIKEN MFG.	bti-Bd
PR-1478-01A	Indicator for Seal Groove	2	0		PR-1478-01A			Variable	mm	Insp			$0.00			RIKEN MFG.	bti-Bd
PR-1495A-01	0.404/0.430-G/NG plug gauge	2	0		PR-1495A-01		1	attribute	inch	insp - Drawer			$0.00		1495A	bti	bti-bd
PR-1495A-02	0.340/0.352-G/NG plug gauge	2	0		PR-1495A-02			attribute	inch	insp - Drawer			$0.00		1495A	bti	bti-bd
PR-1496-01A	DIAL Gauge	2	0					Variable	IMPERIAL	Insp - Cabinet			$0.00		1496ABC	bti	bti-bd
PR-1496-06	MASTER VALVE SEAT DIM	2	0		PR-1496-06			Attribute	IMPERIAL	Insp - Cabinet			$0.00		1070	bti	bti-bd
PR-1518/1579-PSG	HOLE 19/20 POS	2	0		PR-1518/1579-PSG			ATTrbute	mm	PRODUCTION Floor			$0.00				bti-bd
PR-1520/1530-01	H #3/4/5 - 8.45 - Go	2	0		PR-1520/1530-01		1	Attrbute	mm	insp			$0.00		1520/1530B	Landau	bti-bd
PR-1522-02	8.63 Go plug gauge	2	0		1522			Attrbute	Inch	insp - Drawer			$0.00		Oil filter BTIapter	Bti BD	bti-bd
PR-1525-01	9.13 Go plug gauge	2	0		1525			Attrbute	mm	insp- Drawer			$0.00		1525A	Bti BD	bti-bd
PR-1528-01A	G/NG BLT HLS	2	0		PR-1528-01A			Attribute	mm	shop floor			$0.00		1528	F. Cox	bti-bd

PR-1528-02A	H 17 - BE	2	0		PR-1528-02A			Attribute	mm	shop floor			$0.00		1528	F. Cox	bti-bd
PR-1528-03A	H-17/18 - TE	2	0		PR-1528-03A			Attribute	mm	shop floor			$0.00		1528	F. Cox	bti-bd
PR-1528-04A	H-31 DR. DPTH	2	0		PR-1528-04A			Attribute	mm	cmm-room			$0.00		1528	Bti	bti-bd
PR-1528-05A	H-33/40 DR DPTH	2	0		PR-1528-05A			Attribute	METRIC	shop floor			$0.00		1528	F. Cox	bti-bd
PR-1528-06A	H-34/35/36 DR DPTH	2	0		PR-1528-06A			Attribute	mm	shop floor			$0.00		1528	F. Cox	bti-bd
PR-1528-07A	H-37/38 DR DPTH	2	0		PR-1528-07A			Attribute	mm	STORAGE			$0.00		1528	F. Cox	bti-bd
PR-1528-08A	H-39/41 DR DPTH	2	0		PR-1528-08A			Attribute	mm	STORAGE			$0.00		1528	F. Cox	bti-bd
PR-1528-09A	H-42 DR DPTH	2	0		PR-1528-09A			Attribute	mm	STORAGE			$0.00		1528	F. Cox	bti-bd
PR-1531-01	9.13 Go plug gauge	2	0		1531			Attrbute	mm	insp- Drawer			$0.00		Oil filter BTIapter	Bti BD	bti-bd
PR-1531-02	8.57 Go plug gauge	2	0		1531			Attrbute	Inch	insp - Drawer			$0.00		Oil filter BTIapter	Bti BD	bti-bd
PR-1566/1571-FP06	18.5 +/-0.5 NOGO for Bent Casting	2	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1566/71-05	Ø56 - PLug Gauge	2	0		1571			Attrbute	Inch	insp - Drawer			$0.00		Bell	Bti-BD	BTI-BD
PR-1571-FP02	Plate for Bent Casting	2	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1571-FP03	Plate for Bent Casting	2	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1571-FP04	Plate for Bent Casting	2	0		1571			Attribute	mm	inspection			$0.00		Bell		BTI-BD
PR-1579-01HGA	HOLES 1~9 & 12~15 DIA G/NG	2	0		PR-1579-01HGA			ATTRIBUTE	MM	STORAGE			$0.00			F. Cox	bti-bd
PR-1579-03HGA	HLS 17 & 18 G/NG WTH DPTH	2	0		PR-1579-03HGA			ATTRIBUTE	MM	STORAGE			$0.00			F. Cox	bti-bd
PR-1579-04HGA	HLS 17/18 BOT G/NG WTH DPTH	2	0		PR-1579-04HGA			ATTrbute	MM	STORAGE			$0.00			F. Cox	bti-bd
PR-1579-15HGA	HL 34~36 DRILL DPTH	2	0		PR-1579-15HGA			ATTrbute	MM	STORAGE			$0.00			F. Cox	bti-bd
PR-1579-16HGA	HL 37 DRILL DPTH	2	0		PR-1579-16HGA			ATTrbute	MM	STORAGE			$0.00			F. Cox	bti-bd
PR-1579-17HGA	HL 38 & 39 DRILL DPTH	2	0		PR-1579-17HGA			ATTrbute	MM	STORAGE			$0.00			F. Cox	bti-bd
PR-1579-36	FLATNESS FIXTURE	2	0		PR-1263D-17			Attribute	mm	shop floor			$0.00		1263D	bti	bti-bd
PR-1635C-026A-F	NoGO Gauge -Groove location .151"	2	0					Attribute	INCH	Insp Drawer			$0.00		1635C		bti-bd
PR-1645-11	102.12 MIN THRU.	2	-1		PR-1645-11			Attribute	METRIC	INSPECTION			$0.00		1645A		bti-bd
PR-253-12	Dial Indicator	2	0				346116	Variable	mm	1533 gauge			$0.00		Indicator	STM	bti-bd
PR-253-13	Dial Indicator	2	0				345866	Variable	mm	LAYOUT - Cabinet			$0.00		Indicator	STM	bti-bd
PR-253-14	Dial Indicator	2	0				349451	Variable	mm	LAYOUT - Cabinet			$0.00		Indicator	STM	bti-bd
PR-6008-09B	0.320 - Nogo	2	0		PR-6008A-06			Attribute	inch	Insp - Cabinet			$0.00		6008A	f. Cox	bti-Bd

TR-125-011	VERNIER - DIAL	2	0		06943420			Variable	inch	Fareed			$0.00		VERNIER	mitutoyo	bti-bd
IN-1000560-01A	Master-0.49195	4	-1		set master		set master	Attribute	inch/mm	Lab			$0.00		set master		bti-bd
IN-1000560-01B	Master-0.78720	4	-1		set master		set master	Attribute	inch/mm	Lab			$0.00		set master		bti-bd
IN-64-570	Torque wrench	4	0		64-570			Variable	Ft/lbs or NM	insp			$0.00		Torque wrench	Armstrong tools - Computorq	bti-bd
IN-H2-01	Deltronic Pin set- 061-.250"	6	0		IN-M1-01			Attribute	inch	INSPECTION			$0.00		generic	Meyer Gage	bti-bd
IN-H2-02	Deltronic Pin set- 0.251-0.500"	6	0		IN-H2-02	1		Attribute	inch	insp - Cabinet			$0.00		generic		bti-bd
IN-M3-03	Pin set -.501-.625	6	0		IN-M3-03	1		Attribute	inch	INSPECTION			$0.00		generic		bti-bd
IN-M4-04	Pin set - .626-.750	6	0		IN-M4-04			Attribute	inch	INSPECTION			$0.00		generic		bti-bd
IN-M5-05	Pin set - .751-.832	6	0		IN-M5-05			Attribute	inch	INSPECTION			$0.00		generic		bti-bd
IN-M6-06	Pin set - .833"-.916"	6	0		IN-M6-06			Attribute	inch	INSPECTION			$0.00		generic		bti-bd
IN-M7-07	Pin set- .917"-1.000"	6	0		IN-M7-07			Attribute	inch	INSPECTION			$0.00		generic		bti-bd
mt-64-570	Torque wrench	2	0		mt-64-570			Variable	Ft/lbs or NM	Maintenance			$0.00		Torque wrench		Bti-Bd - MT
IN-1610-08	CMM FIXTURE	1	0		IN-1610-08			Attribute	I/M	CMM Room			$0.00		1610A	bti	bti-BTI

BTI Owned Customer Specific Tooling

Tool I.D. #	Description	BTI Job Number				Inventory
		1	2	3	4	
1	Reamer – 1418,1419	1418	1419			6
5	1.5mm Oil Drill – 1446	1446				13
9	Short Reamer – 1432,1434	1432	1434			24
15	Ball End Mill – 1432,1433	1432	1433			11
16	3 mm Oil Drill – 1446	1446				7
17	4.5 mm Oil Drill – 1432	1432				11
53	VM Face Mill Insert	1505	1698			51
54	Insert – Twin Head Bore - 1434	1434				9
104	3/32" End Mill – 1434	1434				11
109	Partec Twin Head Bore - 1434	1434				2
113	Oil Slot Cutter – 1419 – VM1	1419				4
138	L.H. Cartridge - Cam Cap Boring	1418	1446	1447		20
140	Thrust Cutter – 1446	1446				7
151	Boring Bar - Single Insert	1418	1446	1447		2
165	Thrust Face Cutter – 1434	1434				1
170	Reamer Bushing - VM1	1419				25
194	Face Mill Insert - CNC's	1432	1433			19
212	7mm 3 Flute Carbide Drill: 1432, 1434	1432	1434			8
239	M5 x 0.8 Roll Tap – 1507	1507				34
267	18.0 mm Carbide Spiral Flute Drill – VM10	1505	1698			7
268	1/4 - 18 NPSF Tap - 3" OAL	1505	1698			10
269	14.0 mm 3 Flute Carbide Drill - OFA's	1505	1698			15
270	Insert - VM10 Barrel	1505	1698			16
359	Ramstar Boring Cartridge For Variomatics – RC-1318-6	1418	1446	1447	1555	4
368	Boring Bar – 1555 Half Bore, VM11	1555				1
370	M6 x 1.0 Thriller - Makino's	1674	1676	1679		4
371	PCD Thrust Groove Cutter – 1555	1555				3
375	Fullerton .020 Slitting Saw - 1555	1555				4
376	PCD Insert For 1418, 1555 Facemill	1418	1446	1447	1555	18
378	RC-1457-6 Boring Bar Cartridge – 1555	1555				9
381	Cartridge For 1555 Facemill	1555				6
392	Komet Front Tool For Barrels	1505	1698			4
410	Swivot Swivel Clamps – VM10	1505	1698			2
419	Drill/Chamfer For M6 Roll Tap - 1680/82	1680	1682			2
427	Diamond Locator – VM10 A-Load	1505	1698			4
470	Clamp @ A-load – VM10	1505	1698			3
471	Komet – VM10, XD40 15530 TX8	1505	1698			5
472	Komet Insert W/chipbreaker – 1418 Bore	1418	1446	1447	1555	29
497	4.5 mm Carbide Drill – 1434	1434				2
505	M22 Bore Inserts For New Port Cutter - OFA's	1505	1698			24
506	Small Face Inserts For New Port Cutter - OFA's	1505	1698			16
507	Large Face Inserts For New Port Cutter - OFA's	1505	1698			21
512	Coolant Through Step G-Drill W/7.0 mm Lead	1555				18
520	5.18 mm Gun Drill	1704				5
522	PCD Form Tool, 1680/82 B-Datum, 250742/001024	1680	1682			3
523	7.2MM Coolant Thru Carbide Drill	1680	1682			12
525	M22 x 1.5mm Thread Mill	1680	1682	1765	1768	7
526	Predrill For NWD Ports, 1680, 1682	1680	1682			11
529	16mm Carbide Step Drill, TT1732 For 1680	1680				11
530	Long Predrill For NWD Port, TT1729	1680				5
531	Short Predrill For NWD Port, TT1730	1680				23
533	Carbide Drill & Chamfer For 1/4-18 NPSF, VM10	1505	1698			10
539	B-Load Clamp Arm For VM10	1505	1698			2
540	Filter Hole Step Drill, 1546	1546				12
541	Filter Hole Step Drill, 1547	1547				7
542	PCD Cartridge For OCV Mill, F51 34110	1546	1547			14
543	Tap Drill For 5/16-24 Roll Form	1546	1547			9
544	Tap Drill For M5 x 0.8mm Roll Form	1546	1547			20
545	5.3mm Cross Bore Drill	1546	1547			6
546	Spade Drill Inserts For OCV Rougher, RC2235-4	1546	1547			24
547	PCD Tipped Insert For Chamfer, RC5110	1546	1547			17
548	PCD Tipped RH Face Mill Cartridge, UCDR3310	1546	1727			17
549	PCD Tipped LH Face Mill Cartridge, UCDL3310	1547				22
550	1546/47 Filter Bore Dihart, 590.10.1428	1546	1547			4
551	7.955mm Dowel Hole Drill	1546	1547			28
552	1546 Dihart, 590.10.1687	1546				3
553	1547 Dihart, 590.10.1688	1547				2
554	1/4-18 NPSI Roll Tap	1546	1547			5
555	5/16-24 Roll Tap	1546	1547			9
556	3.5mm Carbide Drill	1546	1547			17
557	M5 x 0.8 Roll Tap	1546	1547			8
561	VM15 Left Clamp Arm	1546				6
562	VM15 Bottom Clamp Arm	1546				6
563	VM15 Right Clamp Arm	1546				12
564	VM16 Left Clamp Arm	1547				6

565	VM16 Bottom Clamp Arm	1547				5
566	VM16 Right Clamp Arm	1547				10
572	M6 x 1.0mm Tap, W0888, 1273	1273				5
581	Standard Carbide Insert For Water Outlets	1572	1672	1754		39
585	Short Drill Bushing - 1704	1704				15
586	Long Drill Bushing - 1704	1704				7
587	Carbide Insert For D35 Filter Face Cutter	1765	1768			24
591	Sandvik PCD Inserts For 1434	1434				12
592	19mm Step Drill For Makino, Short	1674				7
593	Barrel Profile Tool, Makino	1674	1676	1679	1754	8
594	42.93mm PCD Reamer, Unimerco 250742/000852	1674	1676			2
595	5.5mm Drill & Chamfer Tool	1674	1676	1679		23
597	8mm Drill & Chamfer	1674				6
598	19mm Step Drill For Makino, Long	1679				11
599	42.93 PCD Reamer, Komet 596.30.056	1679				4
601	Round Locator Pin, 1546/47	1546	1547			7
602	Diamond Locator Pin, 1546/47	1546	1547			9
603	Locator Pin Bushing, 1546/47	1546	1547			24
609	1680/82 OP10 A2-A3 Datum Pin, 1249-103-003	1680	1682			7
610	1680/82 OP10 A1 Datum Pin, 1249-103-016	1680	1682			6
611	1680/82 OP10 B Locator Pin, 1249-103-006	1680	1682			5
612	1680/82 OP10 Z Pusher, 1249-103-013	1680	1682			7
613	1680/82 OP10 Reworked Clamp Arm, 1249-103-200	1680	1682			2
614	1680/82 OP10 Modified Adj. Locating Button, 1249-103-201	1680	1682			3
615	1680/82 OP20 A2 Datum Pin, 1249-203-003	1680	1682			4
616	1680/82 OP20 Spring Lever, 1249-203-006	1680	1682			12
617	1680/82 OP20 B Datum Pin, 1249-203-008	1680	1682			7
618	1680/82 OP20 A1 Datum Pin, 1249-203-009	1680	1682			5
619	1680/82 OP20 C Datum Pin, 1249-203-011	1680	1682			6
620	1680/82 Bunting Bronze Bushing, FFB1012-8	1680	1682			6
621	1680/82 OP20 Reworked Clamp Arm, 1249-203-200	1680	1682			3
622	Serrated Adjustable Gripper, MCTH-08125x35, Makino's	1674	1676	1679		14
623	Clamp Pad, CL-1-JRB, Makino's	1674	1676	1679		17
624	Spring Pusher, CL-10-SLP-1, Makino's	1674	1676	1679		6
625	Eccentric Bushing, CL-10-SL PE, Makino's	1674	1676	1679		3
626	Spring Pusher Body, CL-10-SLPR-1, Makino's	1674	1676	1679		9
627	OP10 Center Locator, 1284-006, Makino's	1674	1676	1679		3
628	OP20 Center Locator, 1284-011, Makino's	1674	1676	1679		3
629	OP10 Spring Pin, 1284-009, Makino's	1674	1676	1679		7
630	OP20 Spring Pin, 1284-010, Makino's	1674	1676	1679		20
631	Ball Spring Pusher, 1284-013, Makino's	1674	1676	1679		12
632	Modified M12 x 1.75 SHCS, 1284-201, Makino's	1674	1676	1679		26
633	Modified M8 x 40 SHCS, 1284-202, Makino's	1674	1676	1679		14
634	16mm Carbide G-drill, Coolant thru, 1680	1680				3
635	10mm x 152mm Carbide End Mill, 432220/001078, 1682	1682				13
637	Modified Clamp Arm, 1284-200, Makino's	1674	1676	1679		20
639	1633 Boring Insert, W58 13120.0423 K10	1633				9
640	1633 Chamfer Insert, W79 18060.0421 K10	1633				10
642	VM10 Center Clamp Arm, D5535-00FB-5 Detail 14	1505	1698			3
643	Fairlane Rest Pad, SRP-62-C, VM10	1505	1698			8
644	Komet PCD Reamer For 1639, Z590.09.904	1639				1
645	Komet PCD Barrel Form Mill, 493.40.4002	1674	1676	1679		1
648	Emuge M6 Roll Tap, 4" OAL	1768				6
651	Carbide G-Drill For M22 Thread	1505	1698			5
652	PCD Cartridge, EDR-100-031-E1W4, 1749	1749				7
653	PCD Form Cutter, RD1540, 1749/50	1749	1750			2
657	1.0 MM Thread Mill Insert, EDP #85236, 1749	1749				28
661	PCD Insert, TPGW-21.51F, 1749/50	1749	1750			11
664	Carbide Boring Bar Insert, TPGX1303ZPRGD, 1749	1749				21
665	PCD Cartridge, SDR-100-031-E1W4, 1749/50	1749	1750			32
668	PCD Insert, TCMW-32.52LF, 1749	1749				18
669	PCD Insert, SPGW-32.51LF, 1749	1749				8
670	Integral PCD Reamer, 595.30.4005, 1749	1749				1
672	7.0 End Mill, 12227560, 1749	1749				21
673	6.44 MM TX Drill, 1759229-01, 1749	1749				10
674	Flat Bottom Dril W/chamfer, ZF1580D305108298V, 1749	1749				13
675	5.6 MM TX Step Drill, 1759412-01, 1749	1749				15
676	12.7 MM Ball Nose End Mill, #23232, 1749	1749				8
679	PCD Stepped Cutter, RD1538, 1750	1750				2
682	7.0 MM End Mill W/Chamfer, ZE382XD275609203P, 1750	1750				8
683	Integral PCD Cutter, RD1537, 1750	1750				3
684	Cogsdill Deburring Tool, CP-21	1505	1698			5
686	Carbide C-Bore Drill, UV9502830, 1788	1788				2
688	Carbide C-Bore Drill, UV9502850, 1788	1788				7
689	Carbide Step Drill, UV9502860, 1788	1788				8
690	Carbide Step Drill, UV9502870, 1788	1788				8
691	Carbide Step Drill, UV9502880, 1788	1788				6
692	Carbide G-Drill, 14.5 MM, 1765	1765				3
693	Carbide Port Tool, 212861/001556, 1765/68	1765	1768			1
694	Carbide Straight Flut Drill, 212860/000353, 1765/68	1765	1768			8

695	Carbide Spiral Flute Drill, 212910/001480, 1768	1768				8
696	Carbide Spiral Flute Drill, 212850/004069, 1768	1768				5
697	Carbide Straight Flute Drill, 212860/000354, 1765/68	1765	1768			14
698	8 MM Carbide Straight Flute Drill, 1753	1754				12
699	19 MM Carbide Straight Flute Drill, 1753	1754				2
701	5.56 MM TX Drill, 1815397-01, 1750	1750				11
703	5.56 MM TX Step Drill, 1769837-01, 1750	1750				9
705	Integral PCD Cutter, RD1541, 1750	1750				2
706	1.5 MM Thread Mill Insert, TM25N150ISO, 1750	1750				12
708	1749, Carbide Boring Bar Body, T40	1749				1
709	Expanding Plug, Koenig MB-600-030	1749	1750			21
710	Expanding Plug, Koenig MB-600-040	1749	1750			24
711	Expanding Plug, Koenig MB-600-060	1749	1750			27
712	Expanding Plug, Koenig MB-600-080	1749	1750			156
713	Lee Compression Spring, LC-080-10M	1750				10
714	Pascal Swing Clamp Arm, CTH06-W1	1749				4
715	Ringspan Disc Pack, 080-4100-P2432-4	1750				2
716	Ringspan Disc Pack, 080-4100-P2422-5	1749				3
717	Part Marking Clamp Arm, Mod. Pascal CLH06-GL	1750				4
718	Part Marking Clamp Arm, Mod. Pascal CLH10-GL	1749				4
720	Pinion OP10 Locator Block, Detail 29	1749				8
721	Outboard OP20 Round Locator, Detail 11	1750				4
722	Position Retention Pin, MW-8-PRP-2	1749	1750			6
724	ER20 M6 Tap Collet, DIN 1420.06000.109	1749	1750			1
725	Greenfield Thread Mill Screw, EDP #85113	1749	1750			20
726	Pinion OP20 Pusher Nose, Detail 40	1749				22
727	OP20 Clamp Arm, Detail 4, Mod. Pascal CLH06-GL	1750				5
728	OP20 Clamp Arm, Detail 15, Mod. Pascal CLH10-GL	1749				4
729	PCD Milling Insert, R390-11T304E-P4-NL CD10	1788				22
730	M5 Roll Form Tap, B521Q2000050	1788				6
731	M8 Roll Form Tap, B521Q2000080	1788				8
732	M10 Roll Form Tap, B521Q2000100	1788				6
733	M6 x 2.5D Thriller, GF4422060060	1788				5
734	PCD Profiling Mill	1754				3
735	Round Locator Pin	1754				8
736	Tapered Locator Pin	1754				6
737	Carbide Step Drill, UV9502520	1761				4
738	M10 x 1.5mm Roll Tap, TAS202038CR	1761				2
739	Clamp Button, UDB 946035	1754				6
741	Carbide Roll Form Tap, B19701000060	1750				15
742	Pinion OP20 Rest Pad, Detail 17	1749				4
743	Pinion OP20 Locating Knob, Detail 20	1749				1
744	Pinion OP20 Locating Knob, Detail 30	1749				0
745	Outboard OP20 Clamp Arm, Detail 8	1750				4
746	Outboard OP20 Clamp Arm, Detail 19	1750				4
747	Outboard OP10 Locating Knob, Detail 18	1750				17
748	Outboard OP10 Push Pull Block, Detail 26	1750				5
749	Outboard OP10 Clamp Arm, Detail 31	1750				4
750	Outboard OP10 Locator, Detail 35	1750				4
751	Clapp-Dico Milling Cutter, 30-SF03/08/RH, 1749	1750				1
752	Clapp-Dico Milling Cutter, 30-SF04/12/RH, 1750	1750				1
753	Clapp Dico Adjustment Screw, DLS-6, 1749/50	1749	1750			25
754	Clapp Dico Axial Adjustment Screws, SWS-38, 1749/50	1749	1750			10
755	Clapp Dico Wedges, HDW6EU4DD, 1749/50	1749	1750			5
756	Greenfield Thread Mill Body, EDP 85106, 1749/50	1749	1750			1
759	Link For Swing Clamp, 1546/47	1546	1547			20
760	Large Carbide Port Tool, TT2476, 1725	1725				5
761	Carbide Drill/Chamfer Tool, UV9502530, 1725	1725				7
762	1/4-18 NPSF Roll Form Tap, EDP 02330-000, 1725	1725				11
763	Long Flat Bottom Drill, UV9502540, 1725	1725				7
764	Titex 3/8 Coolant Thru Carbide Drill, A6585TFT-3/8, 1788	1788				2
765	Kennametal TM25D118L220Z5 Threadmill Body, 1750	1750				1
766	Carmex Thread Mill Body, SR 1180 J21-2, 1749	1749				1
767	7mm Stub Drill, HSCO TiAN, Sowa #134681, 1701	1704				2
768	7mm Jobber Drill, HSCO TiAN, Sowa #134525	1704				2
769	6.73MM Thru Coolant Carbide Drill, 1727	1727				14
770	5.45MM_5.11MM Coolant Thru Carbide Drill, 1727	1727				23
771	4.6MM Coolant Thru Carbide Drill, 1727	1727				6
772	6.39MM Coolant Thru Carbide Drill, 1727	1727				26
773	2MM Carbide Drill, 15041, 1727	1727				6
774	Weiler 6" Brush, 86116, 1727	1727				2
775	Pinion OP10 Rough Guide, Detail 3, 1749	1749				1
776	Single Point Boring Bar, 1759675, 1750	1750				1
777	Integral Step Bore Tool, 1800297-01, T52, 1749	1749				1
778	Integral Step Bore Tool, 1800296-01, T54, 1749	1749				1
779	M5 x .80MM HSS-E Roll Form Tap, TiCN Coated, 1727	1727				3
780	Outboard OP20 Locating Knob, Detail 9	1750				3
781	M6x1 Long Series Cut Tap, B0203000 0060, 1768	1768				9
782	Carbide Step Drill/Chamfer For M6 Cut Threads, 1768	1768				6
783	1.0 MM Thread Mill Insert, EDP #85227, 1749	1749				48

784	Insert, Sensor Hole Rougher, W83 13210.047710, 1749	1749				32
785	Sensor Hole Rougher, U10 71600 IP6, 1749	1749				1
789	Weiler 4" Brush, 86113, 1727	1727				8
790	Unimerco 19mm PCD Drill, 210861/001177, 1673/75	1674	1676			1
791	Clapp-Dico Indexable End Mill, 30-WSSEM1.0/02/RHS, 1749	1749				1
792	Clapp-Dico Clamp Screws, 30-SWS32/LH, 1749	1749				4
C03	Fullerton Carbide Drill – Z832501	1542				30
C04	3.4 mm Carbide Drill	1542				14
C05	Carbide Insert – Facemill	1542				24
C06	1.5 mm Carbide Thread Mill Insert	1542				23
C07	16 P Carbide Thread Mill Insert	1542				32
C08	M8 x 1.25 Tap	1542				23
C09	M12 x 1.75 Roll Form Tap	1542				19
C11	C-12598 Carbide Porting Tool	1542				10
C12	C-12599 Carbide Porting Tool	1542				5
C13	C-12600 Carbide Porting Tool	1542				7
C15	C-12609 Boot Dia. End Mill	1542				8
C16	C-12588 A-Bore Undercut Tool	1542				7
C17	1/2" End Mill – Spike Mount	1542				27
C18	CCMT 21.51 PCD Insert - .016 Rad.	1542				29
C19	I-12587 Custom Insert For Snap Ring Groove	1542				48
C20	I-12590 Custom Insert For Snap Ring Groove	1542				30
C21	Mapal PCD Insert	1542				22
C22	Carbide Roughing and Chamfering Insert	1542				27
C23	Carbide Insert – T1, T14	1542				80
C24	Carbide Insert – Spike Mount Backface	1542				33
C25	6.05 mm End Mill	1542				17
C26	Carbide Insert – T1	1542				48
C27	Carbide Insert – Spikemount Chamfer	1542				18
C28	CCMT 21.52 PCD Insert - .031 Rad.	1542				16
C29	TCMT 090204 PCD Insert - .016 Rad.	1542				22
C30	TCMT 090208 PCD Insert - .031 Rad.	1542				19
C31	Carbide Insert – 5.1 Rev. B - CPGT 32.52 PM2 VP9610	1542				29
C32	Carbide Insert – 5.1 Rev. B - CPGT 21.51 PM2 VP9610	1542				33
C33	Carbide Insert – 5.1 Rev. B - CPGT 32.51 PM2 VP9610	1542				29
C34	Solid Carbide Head For C-12593 Rev. B – Tool 5.4	1542				5
C35	Dihart VAPS Tool – 595.75.287	1542				7
C36	Dihart VAPS Undercut Tool Assembly – 490.10.227	1542				4
C37	6.8mm Carbide Drill/Chamfer Tool	1542				38
C38	Komet Grooving Insert	1542				66
C39	Dihart Undercut Tool, 490.10.227	1542				4
C40	Dihart A-Bore Tool, Z597.75.037	1542				3
C41	Garr 10mm Drill, #56725 For 1542	1542				6
H01	70159 Centaur Collet	1542				8
H04	Advent Thread Mill – 01-TA-78-F3	1542				4
H05	2001K06 Centaur Collet	1542				8
H06	2501K08 Centaur Collet	1542				7
H07	251318S M8 Centaur Collet	1542				12
H08	251367S M12 Centaur Collet	1542				7
H09	Tyson Facemill – TXP90-2000	1542				2
H10	ER32 Collet – 3/4" Rubber Sealed	1542				3
H11	XCNA-0032 Collet Nut	1542				10
H12	Sandvik Set Screw, 5513 020-05	1542				20
H13	C02506 Set Screw	1542				21
H14	C03007 Set Screw	1542				26
H41	DF10-1000 Centaur Collet	1542				4
H42	DF10-0750 Centaur Collet	1542				4
H45	Rigibore MBU 1-980-290 C06 Cartridge	1542				4
H46	Rigibore MBU 1-980-590 C06 Cartridge	1542				10
H47	Advent Thread Mill Wedge – ATM-38BWN	1542				7
H48	Advent Thread Mill Screws – PT464	1542				30
H50	C04008 Set Screw	1542				25
H51	Tyson 214.80.388 Set Screw	1542				26
H52	Rigibore STFCR-08CA-09 Cartridge	1542				3
H53	Rigibore STRCR-08CA-09 Cartridge	1542				8
H54	Mapal Fine Boring Tool-9-27913-61462	1542				5
H55	Mapal Adjusting Screw – M4 x 6	1542				10
H56	Mapal Adjusting Wedge – Size 32	1542				6
H57	Mapal Clamping Screw	1542				25
H58	Mapal Clamping Plate	1542				16
H59	Modified Vektek Clamp Arm: 5209-06	1542				6
H60	5 Micron Filter Bag	1542				0
H61	CAT 40 Pull Stud – B311-14C	1542				12
H62	CAT50 Pull stud – B311-18C SP	1542				11
H63	Style #1 Locator Button, 3/8-16 x 9/16 Head	1542				32
H64	Style #2 Locator Button, 5/16-18 x 7/16 Head	1542				19
H65	Style #3 Locator Button, 3/8-16 x 7/16 Head	1542				5
H66	OP-10 Z Datum Block	1542				19
H67	OP-30 Z Datum Block	1542				19
H68	OP-30 Y Datum Block	1542				26

H70	Modified Vektek Clamp Arm: 91-5209-00	1542				7
H72	Modified Vektek Clamp Arm: 91-5209-02	1542				7
H73	Fairlane Adjustable Gripper: CTH 0250	1542				14
H75	Carrlane Spring Plunger: CL-80-SPS-1	1542				14
H76	Carrlane Spring Plunger: CL-81-SPS-1	1542				21
H83	Modified Vektek Clamp Arm: 91-5209-06	1542				6
H85	Fairlane Carbide Tipped Gripper: CTH-0312	1542				24
H88	Small Vektek Clamp Arm: 91-9205-02	1542				5
H93	Sandvik Cartridge: L148C-11-0602	1542				6
H94	Sandvik Cartridge: L148C-31-0602	1542				4
H95	Toyoda 550 Spindle Collet	1542				2
H96	Toyoda 450 Spindle Collet	1542				1
H97	Toyoda 450 Spindle Key	1542				5
H98	Toyoda 450 Balance Key	1542				5
H99	Toyoda 550 Spindle Key	1542				7
H100	Toyoda 550 Balance Key	1542				8
H101	3/8" x 1-1/2" Shoulder bolt	1542				6
H102	Upper Pusher Puck	1542				5
H103	Lower Pusher Puck	1542				5
H104	Pusher Puck Compression Spring: LC-085J-04	1542				20
H106	Dihart CAT 40 Mount, DAH 81 – 545.87.001	1542				4
H107	O-ring For 450 Filter Vessel – 2-363V	1542				5
H108	O-ring For 550 Filter Vessel – 2-362V	1542				8
H109	1/4" Datum For Cell 1 Fixture	1542				15
H110	ER32 Collet, 10mm, Rubber Sealed	1542				7
H111	Mapal Set Screws, K2865-164	1542				21
H112	Lower Pusher Puck Mounting Block	1542				3
H116	OP30 X3 Datum Block	1542				3
H117	Spring For Spindle Collet	1542				2
H118	OP30 Pusher Mount	1542				1

G. Smith
October 19, 2010

BTI - Burlington Division Owned Customer Specific Tooling

BTI Job#	Customer/Part #/Name	Tool ID #	Description	Unit Price	Inventory	Inventory Value	Program Status
1722A	GM #24220854 4L60 Bell Hsg	PTOL060	690.110160C0050 DIH	$ 1,063.40	2	$ 2,126.80	Current production - finished part machining (this tool is obsolete)
		PTOL061	BTI-1722 Back CHA	$ 475.00	0	$ -	Current production - finished part machining
		PTOL062	BTI-1722 Carbide F	$ 178.00	0	$ -	
		PTOL069	TFD4922158007333E	$ 545.50	6	$ 3,273.00	
		PTOL065	STSCR08CA-11 CHA	$ 109.00	3	$ 327.00	
		PTOL066	TCGW 21.51J T22 CH	$ 3.50	3	$ 10.50	
		PTOL067	TT2076 REV#3 PDCS	$ 76.00	29	$ 2,204.00	
		PTOL063	TCMW-21.51 PDC-S	$ 42.51	11	$ 467.61	
		PTOL064	UFP11 RIGIBORE CA	$ 404.47	1	$ 404.47	
		PTOL098	CCGX 3(1.5)2-AL-H10	$ 12.73	14	$ 178.22	
		PTOL099	STFCR08CA-09 CART	$ 149.80	4	$ 599.20	
		PTOL100	TCGX 1.8(1.5)1-AL-H	$ 13.45	43	$ 578.35	
						$ -	
1645A	GM #24241166 Trans Case Adaptor	PTOL042	M10 X 1.50 D10 DOR	$ 30.89	7	$ 216.23	Current production - finished part machining
		PTOL024	BTI-1645-B 9.2 MM G-	$ 23.00	2	$ 46.00	
		PTOL056	VBMW 332 PCD INSERT	$ 54.00	26	$ 1,404.00	
		PTOL057	W32 039900 455 PCD	$ 82.25	5	$ 411.25	
		PTOL058	W32 139900 855 PCD	$ 82.25	12	$ 987.00	
		PTOL059	WE1 3/8" TAP COL	$ 42.33	5	$ 211.65	
						$ -	
1728	GM #24241250 6 Speed 4-5-6 CLU Piston	PTOL069	NG3094R KD 100 PCD	$ 200.00	4	$ 800.00	Current production - used for quality porosity checks only
						$ -	
1403	Visteon (Ford) #F50F-14A638-CB Heat Sink	PTOL070	"G" Drill 3.24MM DI	$ 126.50	2	$ 253.00	Obsolete Program - finished part machining
						$ -	
1660	ACH #VR7L1C-3A587-BC Hsg-P/S Contol Valve	PTOL025	BTI-1660 WINCO EM	$ 85.50	1	$ 85.50	Obsolete Program - used for quality porosity checks only
		PTOL026	BTI-1660-A CARBIDE	$ 153.60	3	$ 460.80	
		PTOL027	BTI-1660-B CARBIDE	$ 158.35	4	$ 633.40	
		PTOL028	BTI-1660-C CARBIDE	$ 72.20	4	$ 288.80	
		PTOL030	BTI-1660-D CARBIDE	$ 100.77	5	$ 503.85	
		PTOL031	BTI-1660-E CARBIDE	$ 62.20	5	$ 311.00	
		PTOL032	BTI-1660-F CARBIDE	$ 62.10	3	$ 186.30	
						$ -	
1691	Getrag #6460011906 Gear Hsg	PTOL068	BTI-1691 REV."A" 11.	$ 51.75	8	$ 414.00	Obsolete Program - finished part machining
						$ -	
1671	Linamar #24223814 GM 4-5-6 CLU Piston	PTOL044	NG3094R KD 100 INS	$ 128.90	8	$ 1,031.20	Obsolete Program - used for quality porosity checks only
		PTOL045	NSR 163D TOOL HOLD	$ 96.27	1	$ 96.27	
		PTOL096	DCGX 32.52 1/32 RAD	$ 14.00	5	$ 70.00	
						$ -	
1575	Ford #6L1E-2C128-AA BRKT VAC PUMP MTG	TDRL039	M8x1.25	$ 47.88	4	$ 191.52	Service - finished part machining
		TDRL035	BTI-1575-1 "G" DRILL	$ 500.00	4	$ 2,000.00	
		TDRL036	BTI-1575-2 SLOT DRI	$ 68.50	8	$ 548.00	
		PTOL071	EMB 1501 INSERT H	$ 370.00	1	$ 370.00	
		PTOL072	WE 1 5/16 TAP COLL	$ 42.53	3	$ 127.59	
						$ -	
6008	Bendix #112386 Mntg Plate-Dual Brake Valve	PTOL032	BTI-6008-1 CUTTER "	$ 170.00	2	$ 340.00	Current production - finished part machining
		PTOL007	#240040MOD 1-1/4 R	$ 124.00	1	$ 124.00	
		PTOL053	.380 X .500 X 6.025	$ 250.00	2	$ 500.00	
						$ -	
1016A	Bendix #K025894 D-2 Govenor Body	TDRL002	8.5MM #207 HIGH HELIXDRILL	$ 12.95	8	$ 103.60	Current production - finished part machining
		TDRL005	1/4 STUB DRILL DORMER	$ 2.95	7	$ 20.65	
		TDRL007	1/8 COBOLT DRILL	$ 2.60	22	$ 57.20	
						$ -	
1234	Bendix #T-240344 D-2 Upper Spring Set	TDRL001	1/4-20 TAP DORMER	$ 8.00	5	$ 40.00	Obsolete Program - finished part machining
						$ -	
1723	Rice Tool #7714020 Cover Marker Marine	PTOL105	CPGW-21.51 PCD IN	$ 48.00	4	$ 192.00	Obsolete Program - used for quality porosity checks only
		PTOL106	VLG3097LVP5810 INS	$ 19.10	8	$ 152.80	
						$ -	
Misc.	Misc.					$ -	
		PTOL008	032-400 EXC 32 COLL	$ 17.85	1	$ 17.85	Obsolete - No job # identified
		PTOL009	111-049612 JERGEN	$ 103.75	2	$ 207.50	Obsolete - No job # identified
		PTOL015	5513-020-01 INSERT SCREW	$ 2.61	13	$ 33.93	No job # identified
		PTOL016	5513-020-05 INSERT	$ 3.22	12	$ 38.64	
		PTOL019	A16SVQBR3 (LEFT) B	$ 227.87	1	$ 227.87	Obsolete - No job # identified
						$ -	
		PTOL035	EMC-121 W06065 DIA	$ 94.00	3	$ 282.00	Obsolete - No job # identified
						$ -	
		PTOL052	SPECIAL TURNING B	$ 2.50	2	$ 5.00	Obsolete - No job # identified
						$ -	
		PTOL061	A16SVQBR3 (RIGHT)	$ 227.80	1	$ 227.80	Obsolete - No job # identified
						$ -	
		PTOL097	CCGX 2(1.5)1-AL-H10	$ 12.10	20	$ 242.00	Obsolete - No job # identified
		PTOL102	111-049812 SLEEVE	$ 74.00	2	$ 148.00	Obsolete - No job # identified
		PTOL110	3200 XL 1X4X7 (1"	$ 357.00	2	$ 714.00	Obsolete - No job # identified
						$ -	
						$ -	
						$ 25,491.35	

A. Susi
November 2, 2010

Exhibit D

Restructuring Plan

Burlington Technologies Industries
2011 Forecast
Consolidated Forecast Balance Sheet (in $000)

Revision 3-12/21/10

Assets	31-Dec-10	Jan Budget	Feb Budget	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	Oct Budget	Nov Budget	31-Dec-11 Budget
Trade Accounts receivable	$ 3,685	$ 1,888	$ 1,889	$ 1,889	$ 2,341	$ 1,875	$ 1,875	$ 1,341	$ 1,785	$ 1,785	$ 1,895	$ 1,518	$ 1,470
Other Accounts receivable	450	450	450	450	450	450	450	450	450	450	450	450	450
Tooling receivable	200	-	-	-	-	-	-	-	-	-	-	-	-
Prepaid Expense	650	450	450	450	450	450	450	450	450	400	400	350	350
Income tax recoverable	-	-	-	-	-	-	-	-	-	-	-	-	-
Tooling Inventory	100	100	100	100	100	100	100	100	100	100	100	100	100
Inventory	6,300	6,200	6,100	6,000	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900
Current assets	11,385	9,088	8,989	8,889	9,241	8,775	8,775	8,241	8,685	8,635	8,745	8,318	8,270
Property, plant and equipment	17,892	17,846	17,799	17,753	17,680	17,640	17,596	17,587	17,548	17,508	17,435	17,388	17,342
Total assets	$ 29,277	$ 26,934	$ 26,788	$ 26,642	$ 26,921	$ 26,414	$ 26,371	$ 25,828	$ 26,233	$ 26,143	$ 26,180	$ 25,706	$ 25,612
Liabilities and Shareholder's Equity													
Bank indebtedness	$ 2,436	$ 1,479	$ 1,328	$ 976	$ 139	$ 587	$ 605	1,087	1,033	948	183	376	470
Accounts payable	8,627	7,441	7,247	7,189	8,106	7,143	7,103	6,580	7,033	7,013	7,651	6,964	7,008
Payable related party	1,706	1,706	1,706	1,706	1,706	1,706	1,706	1,706	1,706	1,706	1,706	1,706	1,706
Current portion	2,221	2,585	2,585	2,585	2,585	2,585	2,585	2,585	2,585	2,585	2,585	2,585	2,585
Accrued liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Current liabilities	14,990	13,211	12,866	12,456	12,537	12,021	11,999	11,958	12,357	12,252	12,124	11,631	11,768
Maple Trade	200	-	-	-	-	-	-	-	-	-	-	-	-
Long term debt	7,290	6,916	6,906	6,896	6,655	6,412	6,169	5,925	5,679	5,433	5,186	4,938	4,690
Total liabilities	22,480	20,127	19,772	19,352	19,191	18,433	18,168	17,882	18,036	17,685	17,310	16,569	16,458
Deferred Revenue	2,300	2,200	2,200	2,200	2,200	2,200	2,100	2,000	2,000	2,000	2,000	2,000	2,000
Retained earnings	(3,511)	(4,001)	(3,791)	(3,518)	(3,079)	(2,826)	(2,506)	(2,662)	(2,411)	(2,150)	(1,738)	(1,471)	(1,454)
Other Equity	8,008	8,608	8,608	8,608	8,608	8,608	8,608	8,608	8,608	8,608	8,608	8,608	8,608
Total liabilities & shareholder's ec	$ 29,277	$ 26,934	$ 26,788	$ 26,642	$ 26,921	$ 26,414	$ 26,371	$ 25,828	$ 26,233	$ 26,143	$ 26,180	$ 25,706	$ 25,612

Assumptions
- Assumes $1,639K Deficit funding contribution from Accomodating Customers
- Assumes $600K exit cost recovery from GM and TRW
- No union wage concessions
- Ford and Bendix continue current expedited payment terms
- Accounts payable terms remain consistent
- All GM, TRW, Gates ,Getrag and Schaeffler Casting work is exited by Dec 31, 2010
- Manpower adjustments as a result of exited work and plant operational efficiencies will take place Jan 2011
- Total of 89 employees terminated or laid off (59 union hourly, 11 non union hourly, and 19 Salary
- Net employee count = 291
- Revstone Management fee will be deferred for the years 2010 and forgiven 2011
-CAW will agree to defer the repayment of the accrued pension costs at Dec 31, 2010
- RBC credit facility and lease line extended including 3 month principal payment deferra

Margin Position													
Trade Receivables	2,925	1,621	1,622	1,622	2,011	1,609	1,609	1,198	1,598	1,598	1,696	1,357	1,314
Inventory	2,130	2,130	2,130	2,130	2,130	2,130	2,130	2,130	2,130	2,130	2,130	2,130	2,130
Prior ranking claim	(2,234)	(2,234)	(2,234)	(2,234)	(2,234)	(2,234)	(2,234)	(2,234)	(2,234)	(2,234)	(2,234)	(2,234)	(2,234)
Borrowing Base	2,821	1,517	1,518	1,518	1,907	1,505	1,505	1,094	1,494	1,494	1,592	1,253	1,210
GST Receivable	228	225	125	125	125	125	125	125	125	125	125	125	125
A/R Trade Manual - Centennial In	2,043	2,043	2,043	2,043	2,043	2,043	2,043	2,043	2,043	2,043	2,043	2,043	2,043
Accrued A/R	624	500	300	200	200	200	200	200	200	200	200	200	200
BBC availability/(shortfall)	$ 385	$ 38	$ 190	$ 542	$ 1,767	$ 918	$ 900	$ 7	$ 461	$ 546	$ 1,409	$ 877	$ 740

Schedule 1

Lending Covenants

1. to pay all sums of money when due by Burlington under the Credit Agreement;

2. to give the Lender 30 days prior written notice of any intended change in the ownership of its shares and not to consent to or facilitate a change in the ownership of its shares without the prior written consent of the Lender;

3. to keep its assets fully insured against such perils and in such manner as would be customarily insured by companies carrying on a similar business or owning similar assets;

4. to pay or make provision for payment of all Potential Prior-Ranking Claims when due;

5. not to grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights other than Permitted Encumbrances;

6. except as expressly provided under the Accommodation Agreement to which this Schedule is attached (the "Agreement"), not to, without the prior written consent of the Lender, create, incur, assume or suffer to exist, contingently or otherwise, indebtedness for and in respect of borrowed money including, without limitation, (i) obligations with respect to bankers' acceptances, letters of credit and letters of guarantee; (ii) indebtedness for the deferred purchase price of property or services represented by a note or other evidence of indebtedness or other security; (iii) indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by Burlington; (iv) all finance leases; and (v) any guaranteed indebtedness save and except for indebtedness arising from Permitted Encumbrances and indebtedness arising from trade payables incurred in the ordinary course of Burlington's business;

7. except as expressly provided under the Agreement, not to, without the prior written consent of the Lender, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than sales in the ordinary course of business and on commercially reasonable terms;

8. not to, without the prior written consent of the Lender, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;

9. not to, directly or indirectly, use the proceeds of these Credit Facilities to fund any associate or affiliate of Burlington;

10. not to, directly or indirectly, make loans or advances to, or otherwise provide financial assistance by way of a guarantee or otherwise to, or repay any loans or advances due or owing to, or make any investment in, any associate or affiliate of Burlington;

11. except as expressly provided under the Agreement, not to, directly or indirectly, enter into any transactions with any affiliate or associate or other Person with whom it does not deal with at "arm's length" for the purposes of the *Income Tax Act* (Canada), except transactions on commercially reasonable terms that are no less favourable than would be obtained by Burlington in a comparable arm's length transaction.

12. not to, without the Lender's prior written consent, purchase, redeem or otherwise acquire any equity interest of Burlington, declare or pay any dividends on any capital stock of Burlington, return capital to any shareholder of Burlington, make any other Corporate Distribution on any capital stock or make any other payments or Corporate Distributions to any Affiliate of Burlington;

13. not to, without the Lender's prior written consent, permit the shareholders of Burlington to pledge or otherwise encumber the capital stock of Burlington;

14. not to exceed the Borrowing Limit set out in the Credit Agreement which provides that Burlington may borrow, convert, repay and reborrow up to the amount of this revolving facility, provided the aggregate Borrowings outstanding under the facility (including, without limitation, the aggregate of the face amounts of all outstanding LGs) must not exceed at any time the lesser of (the **"Borrowing Limit"**):

    (a) from:

        (i) January 1, 2011 to March 31, 2011 - $3,250,000.00;

        (ii) April 1, 2011 to June 30, 2011 - $2,750,000.00; and,

        (iii) July 1, 2011 to December 31, 2011 - $2,250,000.00

    (b) the sum of the following, without duplication:

        1) 90% of Good EDC Accounts Receivable;

        plus

        2) 60% of the lesser of cost or net realizable value of Unencumbered Inventory;

        less

        3) Potential Prior-Ranking Claims.

15. to provide the Lender with:

    (a) monthly Compliance Certificate, substantially in the form of Schedule "E" to the Credit Agreement, within 30 days of each month end, certifying compliance with

the Credit Agreement, save and except for the financial covenants provided for therein;

(b) twice weekly reporting on each Tuesday and Friday providing calculations showing Borrowing Limit compliance, as of the previous Friday in the case of the Tuesday report and as of the previous Wednesday in the case of the Friday report;

(c) weekly, rolling 13 week cashflows for the immediately following 13 week period, in form and content acceptable to the Lender; and

(d) such other financial and operating statements and reports as and when the Lender and its advisor RSM Richter may reasonably require.

16. to maintain current accounts with the Lender in each of Canadian currency and US currency (each a "**General Account**") for the conduct of Burlington's day to day banking business in accordance with the terms and conditions applicable to the General Accounts set out in the Credit Agreement.

17. subject to the Agreement, no notice of intention shall be filed or any voluntary or involuntary case or proceeding be filed or commenced for (i) the bankruptcy, liquidation, winding-up, dissolution or suspension of general operations of Burlington, or (ii) the composition, re-scheduling, reorganization, arrangement or readjustment of, or other relief from, or stay of proceedings to enforce, some or all of the debts of Burlington, or (iii) the appointment of a trustee, receiver, receiver and manager, liquidator, administrator, custodian or other official for, all or any significant part of the assets of Burlington, or (iv) the possession, foreclosure or retention, or sale or other disposition of, or other proceedings to enforce security over, all or any significant part of the assets of Burlington; and

18. no secured creditor, encumbrancer or lienor, or any trustee, receiver, receiver and manager, agent, bailiff or other similar official appointed by or acting for any secured creditor, encumbrancer or lienor, shall take possession of, or foreclose or retain, or sell or otherwise dispose of, or otherwise proceed to enforce security over all or any significant part of the assets of Burlington or give notice of its intention to do any of the foregoing.

Capitalized terms used but not otherwise defined in this schedule have the meanings given to those terms in the letter loan agreement dated June 12, 2009 from the Lender to Burlington, and accepted by Burlington on June 18, 2009, as amended by a letter agreements between the Lender and Burlington dated August 13, 2009, August 26, 2009, December 21, 2009, April 16, 2010, June 30, 2010 and October 7, 2010 (collectively, the "**Credit Agreement**").

This is **Exhibit "O"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.

A Commissioner for taking Affidavits, etc.

December 12, 2011

Shoshanah Webber
Direct 416-862-5703
shoshanah.webber@gowlings.com
File No. T975688

BY COURIER AND REGISTERED MAIL

Revstone Industries Burlington Inc.
3267 Mainway Drive
Burlington, Ontario
L7M 1A6

Attention: Chief Financial Officer

Dear Sirs/Mesdames:

Re: Credit Facilities extended by Royal Bank of Canada (the "Lender") in favour of Revstone Industries Burlington Inc. (the "Borrower")

We are solicitors for the Lender.

We refer to the letter loan agreement between the Lender, as lender, and the Borrower, as borrower, dated as of June 12, 2009 and accepted by the Borrower on June 18, 2009, as amended by letter agreements between the Lender and the Borrower dated August 13, 2009, August 26, 2009, December 21, 2009, April 16, 2010 and June 30, 2010 and as amended by the accommodation agreements dated November 1, 2010 and January 1, 2011 (together with all written modifications, amendments, revisions, restatements and replacements, collectively the "**Credit Agreement**") and to the master lease agreement dated June 12, 2009 between the Borrower and RBC, together with all schedules and addendums thereto (the "**Master Lease Agreement**"). Capitalized terms used in this letter and not otherwise defined have the meanings given to them in the Credit Agreement.

The Borrower is in default under the Credit Agreement. The existing and continuing defaults known to the Lender are listed in Schedule A to this letter.

According to the Lender's records, the Borrower is indebted or otherwise liable to the Lender for the amounts set out in Schedule B to this letter (collectively, the "**Indebtedness**") under the Credit Agreement and/or the Master Lease Agreement.

The Lender demands payment in full of the Indebtedness from the Borrower. Interest on the Indebtedness has accrued and will continue to accrue to the date of payment. The exact amount of the Indebtedness which will have accrued to any date of payment shall be obtained by contacting the Lender. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment under the terms and conditions of the Credit Agreement, the Master Lease Agreement and the terms and conditions of all security (the "**Security**") held by the Lender directly or indirectly for any of the Indebtedness, including all loan agreements, lease agreements, promissory notes and other agreements governing the Indebtedness, and under all security instruments held for the Indebtedness, and is made without prejudice to (a) the Lender's rights to make such further and other demands as it shall see fit for any other indebtedness or under any other security, and (b) the Lender's rights to provide further and other notices of default.

Unless payment or arrangements satisfactory to the Lender for payment of the Indebtedness are made by no later than December 22, 2011 at 4:00 p.m. (Toronto time), the Lender may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps shall include the enforcement of the Security by way of the appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under the Security. The Lender expressly reserves the right to take any steps it deems advisable to protect the Lender's position prior to that date.

We also enclose: (1) a notice of intention issued by the Lender under Section 244 of the *Bankruptcy and Insolvency Act* (Canada) for the Borrower; and (2) a waiver of the ten (10) day notice period and consent to the immediate appointment of a receiver, receiver-manager or interim receiver of the assets and undertaking of the Borrower.

The Lender expressly reserves its rights and remedies with respect to the defaults specified in this letter and any other defaults that shall now exist or hereafter arise under the Credit Agreement and/or the Master Lease Agreement.

Yours truly,

GOWLING LAFLEUR HENDERSON LLP

Shoshanah Webber

cc. Raymond Chang (Client)
cc. Linda Vanderburgt (Client)
cc. Clifton P. Prophet (Gowlings)

ACKNOWLEDGMENT, WAIVER AND CONSENT

The undersigned acknowledges receipt of this demand letter and the notice dated December 12, 2011 (the "**Notice**") under Section 244 of the *Bankruptcy and Insolvency Act* issued by the Lender and referred to above. The undersigned waives the notice periods set forth in this demand letter and in the Notice and consents to the immediate appointment of a receiver, interim receiver or receiver and manager of the assets and undertaking of the Borrower.

DATED this _____ day of December, 2011.

REVSTONE INDUSTRIES BURLINGTON INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SCHEDULE A
DEFAULTS OF REVSTONE INDUSTRIES BURLINGTON INC.

The following defaults are existing and continuing:

1. There has been a material adverse change in the financial condition and operation of the Borrower.

The Lender reserves the right to include any further Events of Default which have occurred but have not been disclosed, or otherwise.

SCHEDULE B
INDEBTEDNESS OF REVSTONE INDUSTRIES BURLINGTON INC.

As at December 12, 2011:

1. **Revolving Term Facility**

Loans Outstanding:	$0
Interest and Fees:	$0

Per Diem = $0

2. **Lease Facility**

Loans Outstanding (Principal & Interest):	$8,662,907.13

Per Diem = $5,907.39

The Indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses and other amounts that have been incurred by the Lender for the account of the Borrower, any adjustment resulting from any revolvement or fluctuations in the borrowings, and accrued and unpaid interest from now to the date of payment at the rates set out in the Credit Agreement.

AGGREGATE CANADIAN DOLLAR INDEBTEDNESS **$8,662,907.13**

BANKRUPTCY AND INSOLVENCY ACT

FORM 86

Notice of Intention to Enforce Security
(Rule 124)

TO: REVSTONE INDUSTRIES BURLINGTON INC., an insolvent person

Take notice that:

1. **ROYAL BANK OF CANADA**, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   All present and after acquired property, assets and undertaking charged by the security described in paragraph 2 of this Notice.

2. The security that is to be enforced is in the form of:

   See Schedule A.

3. The total amount of indebtedness secured by the security is:

   See Schedule B.

4. The secured creditor will not have the right to enforce the security until after the expiration of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 12th day of December, 2011.

ROYAL BANK OF CANADA, by its solicitors
GOWLING LAFLEUR HENDERSON LLP

Per: _____
Shoshanah Webber

SCHEDULE A
SECURITY DOCUMENTS

1. General Security Agreement dated June 12, 2009, granted by Revstone Industries Burlington Inc. (the "**Borrower**") in favour of the Royal Bank of Canada ("**RBC**");

2. Charge/Mortgage dated June 22, 2009 in the principal amount of $20,000,000.00 granted by the Borrower in favour of RBC, registered as Instrument No. HR760628;

3. Assignment of Insurance granted by the Borrower in favour of RBC dated June 12, 2009;

4. Master Lease Agreement dated June 12, 2009 granted by the Borrower in favour of RBC, together with all schedules and addendums thereto.

SCHEDULE B
INDEBTEDNESS OF REVSTONE INDUSTRIES BURLINGTON INC.

As at December 12, 2011:

1. **Revolving Term Facility**

Loans Outstanding:	$0
Interest and Fees:	$0

Per Diem = $0

2. **Lease Facility**

Loans Outstanding (Principal & Interest):	$8,662,907.13

Per Diem = $5,907.39

The Indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses and other amounts that have been incurred by the Lender for the account of the Borrower, any adjustment resulting from any revolvement or fluctuations in the borrowings, and accrued and unpaid interest from now to the date of payment at the rates set out in the Credit Agreement.

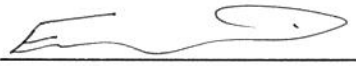
AGGREGATE CANADIAN DOLLAR INDEBTEDNESS **$8,662,907.13**

This is **Exhibit "P"** to the

Affidavit of Linda M. Vanderburgt

sworn before me, this 22nd day of

December, 2011.



A Commissioner for taking Affidavits, etc.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ROYAL BANK OF CANADA

Applicant

- and -

REVSTONE INDUSTRIES BURLINGTON INC.

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

CONSENT

We, Duff & Phelps Canada Restructuring Inc., hereby consent to act as Receiver in respect of Revstone Industries Burlington Inc.

Dated at Toronto this 22nd day of December, 2011.

Duff & Phelps Canada Restructuring Inc.

Per: _____

Name: Robert Kofman
Title: Managing Director, Duff & Phelps Canada Restructuring Inc.

ROYAL BANK OF CANADA – Applicant –	**v.**	**Court File No.:** **RIBI INDUSTRIES BURLINGTON INC.** – Respondent –

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

(PROCEEDING COMMENCED AT TORONTO)

AFFIDAVIT OF LINDA VANDERBURGT
(Sworn December 22, 2011)

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

Clifton P. Prophet (LSUC #34345K)
Tel: (416) 862-3509
Fax: (416) 863-3509

Frank Lamie (LSUC# 54035S)
Tel: (416) 862-3609
Fax: (416) 862-7661

Solicitors for the Applicant,
Royal Bank of Canada

ROYAL BANK OF CANADA - Applicant -	**- and -**	**Court File No.** **REVSTONE INDUSTRIES BURLINGTON INC.** - Respondent -

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

(PROCEEDING COMMENCED AT TORONTO)

APPLICATION RECORD
(Returnable December 28, 2011)

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

Clifton P. Prophet (LSUC# 34845K)
Frank Lamie (LSUC #54035S)
Tel: (416) 862-3509 / (416) 862-3609
Fax: (416) 863-3509

Solicitors for the Applicant,
Royal Bank of Canada