

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 NMC CANADA, INC. AND
2515080 NOVA SCOTIA COMPANY

Applicants

MOTION RECORD

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TAB 1

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 NMC CANADA, INC. AND
2515080 NOVA SCOTIA COMPANY

APPLICANTS

NOTICE OF MOTION

The applicants named in this application (collectively, the “**Applicants**” and, any one, an “**Applicant**”) will make a motion to a judge presiding on the Commercial List on Wednesday, March 11, 2009 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THIS MOTION IS FOR:

1. an order:
 - (a) abridging the time for service of the notice of motion and motion record and dispensing with further service;
 - (b) extending the Stay Period (the “**Stay Period**”), as defined in paragraph 17 of the Order of the Honourable Mr. Justice Campbell made in these proceedings on January 21, 2009 (the “**Initial Order**”), as extended by Orders of this Court made February 18, 2009, February 27, 2009 (the “**February 27 Order**”), March 9,

2009 and March 10, 2009, until and including March 31, 2009 (the “**Extended Stay Period**”), and related relief;

- (c) approving the report to be filed by RSM Richter Inc., the monitor of the Applicants (the “**Monitor**”), in relation to this motion (the “**Fourth Report**”) and the actions and activities of the Monitor as reported therein.

2. such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- (a) The Applicant, NMC Canada, Inc. (“**NMC**”), is incorporated under the Ontario *Business Corporations Act*. The Applicant, 2515080 Nova Scotia Company (“**2515080**”), is an unlimited liability company incorporated under the Nova Scotia *Companies Act*. NMC and 2515080 are each general partners of SKD Company, a general partnership registered under the Ontario *Partnership Act*. NMC is the managing partner of SKD Company;
- (b) SKD Company is a Tier I automotive parts supplier that designs and manufactures metal components and weldments for automakers in the North American automotive industry, including Chrysler Canada Inc. and Chrysler LLC (collectively, “**Chrysler**”), Ford Motor Company (“**Ford**”) and Honda of America Mfg., Inc., Honda Canada Mfg., a division of Honda Canada, Inc., Honda Manufacturing of Indiana, LLC and Honda Manufacturing of Alabama, LLC (collectively, “**Honda**”, and together with Chrysler and Ford, the “**Customers**”) from facilities located in Mississauga, Milton and Brampton, Ontario;
- (c) on January 21, 2009 the Applicants commenced an application under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) and on that date obtained the Initial Order of this Honourable Court;

- (d) by Order of the Honourable Mr. Justice Campbell dated February 18, 2009, the Stay Period as defined in the Initial Order was extended until and including February 27, 2009;
- (e) pursuant to the February 27 Order, the Stay Period as defined in the Initial Order was further extended until and including March 9, 2009;
- (f) by Orders of the Honourable Mr. Justice Campbell dated March 9, 2009 and March 10, 2009, the Stay Period as defined in the Initial Order was further extended until and including March 11, 2009;
- (g) the Applicants are seeking a further extension of the Stay Period to March 31, 2009, to permit them to honour their obligations under agreements with the Customers and to preserve their business and property in the interim;
- (h) the Applicants have been acting in good faith and with due diligence in fulfilling their obligations under the Initial Order and the subsequent Orders made by this Honourable Court;
- (i) it is believed to be in the best interests of the creditors and other stakeholders of the CCAA Parties for the requested extension of the stay of proceedings to be granted by this Honourable Court;
- (j) pursuant to paragraph 27 of the Initial Order, RSM Richter Inc. was appointed as Monitor. The rights and obligations of the Monitor are detailed in paragraph 28 of the Initial Order. It is anticipated that the Monitor will file the Fourth Report with this Honourable Court in relation to the extension of stay proceedings being sought and detailing the actions and activities of the Monitor since the date of its last report to this Honourable Court;

- (k) paragraph 53 of the Initial Order permits the Applicants to serve any motion materials in these proceedings by means of, among other methods, facsimile or electronic transmission;
- (l) the provisions of the CCAA, and in particular s.11 thereof, and the inherent and equitable jurisdiction of this Honourable Court;
- (m) Rules 2.03, 3.02, 37 and 60.11 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, and section 106 of the Ontario *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended; and
- (n) such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. the affidavit of John Chen sworn March 11, 2009, and the exhibits attached thereto;
2. the Report of RSM Richter Inc. as the proposed Monitor, and the First Report, the Second Report, the Third Report and the Fourth Report of RSM Richter Inc., as Monitor; and
3. such further and other evidence as counsel may advise and this Honourable Court may permit.

Dated: March 11, 2009

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SCHEDULE "A"

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) WEDNESDAY, THE 11TH DAY
) OF MARCH, 2009
JUSTICE CAMPBELL)

**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 NMC CANADA, INC. AND
2515080 NOVA SCOTIA COMPANY**

Applicants

ORDER

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended (the "CCAA"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Initial Order of this Court dated January 21, 2009 (the "**Initial Order**"), the Orders of this Court dated February 18, 2009 and February 27, 2009, the affidavit of John Chen sworn March 11, 2009, (the "**Chen Affidavit**") and the Fourth Report (the "**Fourth Report**") of RSM Richter Inc., the Monitor of the Applicants (the "**Monitor**"), and on hearing submissions from counsel for the Applicants and SKD Company, the general partnership through which the Applicants carry on business ("**SKD Company**"), and together with the

Applicants, the “**CCAA Parties**”, and any one, a “**CCAA Party**”), counsel for the Monitor, as well as counsel for Comerica Bank (“**Comerica**”), Honda of America Mfg., Inc., for itself and on behalf of Honda Canada Mfg., a division of Honda Canada, Inc., Honda Manufacturing of Indiana, LLC and Honda Manufacturing of Alabama, LLC (collectively, “**Honda**”), Ford Motor Company (“**Ford**”) and Chrysler LLC, Chrysler Motors LLC and Chrysler Canada Inc. (collectively, “**Chrysler**” and, together with Ford and Honda, the “**Customers**”), United Steelworkers and Orlando Corporation, no one else on the service list appearing:

1. **THIS COURT ORDERS** that the time for service of the notice of motion and motion record herein is abridged, that this motion is properly returnable today and that further service is dispensed with, service having been effected in accordance with paragraph 53 of the Initial Order.

EXTENSION OF STAY PERIOD

2. **THIS COURT ORDERS** that the Stay Period as defined in the Initial Order, as extended by Orders of this Court made February 18, 2009, February 27, 2009, March 9, 2009 and March 10, 2009, be and is hereby extended until and including March 31, 2009 (the “**Extended Stay Period**”).

AMENDMENTS TO ACCOMMODATION, ACCESS AND FORBEARANCE AGREEMENTS

3. **THIS COURT ORDERS** that the CCAA Parties be and they are hereby authorized and empowered to enter into and perform their obligations under a certain Second Amendment to the Accommodation Agreement (as defined in the Initial Order), substantially in the form of the amending agreement attached as Exhibit “A” to the Chen Affidavit (the “**Second**

Accommodation Amending Agreement”), and that the Second Accommodation Amending Agreement be and is hereby approved.

4. **THIS COURT ORDERS** that the CCAA Parties be and they are hereby authorized and empowered to enter into and perform their obligations under a certain Second Amendment to the Access Agreement (as defined in the Initial Order), substantially in the form of the amending agreement attached as Exhibit “**B**” to the Chen Affidavit (the “**Second Access Amending Agreement**”), and that the Second Access Amending Agreement be and is hereby approved.

5. **THIS COURT ORDERS** that the CCAA Parties be and they are hereby authorized and empowered to enter into and perform their obligations under a certain Second Amendment to the Forbearance Agreement (as defined in the Initial Order), substantially in the form of the amending agreement attached as Exhibit “**C**” to the Garrah Affidavit (the “**Second Forbearance Amending Agreement**”), and that the Second Forbearance Amending Agreement be and is hereby approved.

6. **THIS COURT ORDERS AND DECLARES** that the terms of the Initial Order relating to the Accommodation Agreement, the Access Agreement and the Forbearance Agreement continue to apply with full force and effect to the Accommodation Agreement, the Access Agreement and the Forbearance Agreement as amended by the Accommodation Amending Agreement, the Access Amending Agreement and the Forbearance Amending Agreement (as each are defined in the Order of this Court made on February 27, 2009), and by the Second Accommodation Amending Agreement, the Second Access Amending Agreement and the Second Forbearance Amending Agreement, respectively.

APPROVAL OF THE ACTIONS OF THE MONITOR

7. **THIS COURT ORDERS** that the Fourth Report, and the actions and activities of the Monitor as reported therein, be and are hereby approved.

IN THE MATTER OF THE COMPANIES' CREDITORS
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Applicants

Court File No. 09-CL-7960

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

ORDER

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ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
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Applicants

Court File No. 09-CL-7960

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

NOTICE OF MOTION

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TAB 2

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 NMC CANADA INC. AND
2515080 NOVA SCOTIA COMPANY**

Applicants

AFFIDAVIT OF JOHN CHEN

I, **John Chen**, of the City of Birmingham, in the State of Michigan, U.S.A.
MAKE OATH AND SAY:

INTRODUCTION

1. I am the President of the Applicant, NMC Canada Inc. ("NMC"), and as such have knowledge of the matters to which I hereinafter depose, except where otherwise stated to be on the information and belief of others, in which case I verily believe them to be true.
2. NMC is incorporated under the Ontario *Business Corporations Act*. The Applicant, 2515080 Nova Scotia Company ("2515080"), is an unlimited liability company incorporated under the Nova Scotia *Companies Act*. NMC and 2515080 (collectively, the "Applicants") are each general partners of SKD Company, a general partnership registered under the Ontario *Partnerships Act* ("SKD Company"). The Applicants are holding companies whose only assets and liabilities relate to SKD Company and who carry on business through SKD Company.
3. SKD Company, NMC, and 2515080 (collectively, the "CCAA Parties") are part of a group of affiliated corporations and partnerships carrying on business in Canada, the United States and Mexico (collectively, the "SKD Group").

4. SKD Company is a Tier I supplier of metal stampings and welded assemblies to automotive manufacturers in the North American automotive industry, including Chrysler Canada Inc. and Chrysler LLC (collectively, "Chrysler"), Ford Motor Company ("Ford") and Honda of America Mfg., Inc., Honda Canada Mfg., a division of Honda Canada, Inc., Honda Manufacturing of Indiana, LLC and Honda Manufacturing of Alabama, LLC (collectively, "Honda", and together with Chrysler and Ford, the "Customers"). The manufacturing operations of SKD Group are conducted by SKD Company in Canada, SKD L.P. ("SKD U.S.") in the United States and SKD de Mexico, S. de R.L. de C.V. ("SKD Mexico") in Mexico.

5. On January 21, 2009, this Honourable Court made an order (the "Initial Order") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") in relation to the Applicants, which Order also extended the stay of proceedings to and granted relief in relation to SKD Company, as if it were an Applicant.

6. The Initial Order, among other things, approved of the Forbearance Agreement, Accommodation Agreement and Access Agreement (each as defined in the Initial Order and attached as exhibits to my affidavit sworn January 21, 2009), and empowered and directed the CCAA Parties to enter into these agreements.

7. The Initial Order imposed a stay of proceedings extending to and including February 19, 2009 (the "Stay Period"). By Orders of this Honourable Court dated February 18, 2009, February 27, 2009, March 9, 2009 and March 10, 2009, the Stay Period was extended to March 11, 2009.

8. This affidavit is being sworn in support of a motion to further extend the Stay Period to March 31, 2009.

9. The background to this matter is further described in my previous Affidavits sworn in this proceeding on January 21, 2009, February 13, 2009 and February 26, 2009, respectively, and the Affidavit of Christopher Garrah sworn February 27, 2009.

STAY EXTENSION

10. At the hearing of the motion on February 18, 2009 for an order extending the Stay Period, the Applicants advised this Honourable Court of the progress that had been made in

respect of the Sales Process, and of the Applicants' intentions to seek a further extension of the Stay Period until approximately the end of March 2009.

11. The Applicants were not able to conclude the necessary agreements with the Customers and Comerica to permit the Applicants to seek such an extension on or before February 27, 2009. Accordingly, on February 27, 2009, the Applicants brought a motion for a further short-term extension to March 9, 2009, to permit the parties additional time to finalize the necessary agreements. By Orders of this Honourable Court made March 9, 2009 and March 10, 2009, the stay of proceedings was extended to and including March 11, 2009, in order to permit SKD Company an additional amount of time to settle the terms of the required agreements with the Customers and Comerica.

FURTHER AMENDMENTS TO ACCOMMODATION, ACCESS AND FORBEARANCE AGREEMENTS

12. The Initial Order, among other things, approved of the Accommodation Agreement, the Access Agreement and the Forbearance Agreement (each as defined in the Initial Order and attached as exhibits to my Affidavit sworn in this proceeding on January 21, 2009), and empowered and directed the CCAA Parties to enter into these agreements.

13. In order to facilitate the extension of the Stay Period to March 9, 2009, it was necessary for SKD Company, the Customers and Comerica to negotiate amendments to the Accommodation Agreement, the Access Agreement and the Forbearance Agreement. Pursuant to the February 27 Order, the CCAA Parties were authorized and empowered to enter into the Accommodation Amending Agreement, Access Amending Agreement and Forbearance Amending Agreement (each as defined in the February 27 Order and attached as Exhibits to the Affidavit of Christopher Garrah sworn February 27, 2009 (collectively, the "First Amending Agreements")).

14. It has been necessary to negotiate similar amendments to the Accommodation Agreement, the Access Agreement and the Forbearance Agreement, as amended by the First Amending Agreements, to facilitate a further extension of the Stay Period to March 31, 2009.

15. Subject to the approval of this Honourable Court, I understand that the parties have settled upon and are prepared to execute a form of Second Amendment to the Accommodation Agreement (as defined in the Initial Order) (the "Second Accommodation

Amending Agreement”). A true copy of the proposed form of the Second Accommodation Amending Agreement is attached hereto as Exhibit “A”.

16. Subject to the approval of this Honourable Court, I understand that the parties have settled upon and are prepared to execute a form of Second Amendment to the Access Agreement (as defined in the Initial Order) (the “**Second Access Amending Agreement**”). A true copy of the proposed form of the Second Access Amending Agreement is attached hereto as Exhibit “B”.

17. Subject to the approval of this Honourable Court, I also understand that the parties have also settled upon and are prepared to execute a form of Second Amendment to the Forbearance Agreement (as defined in the Initial Order) (the “**Second Forbearance Amending Agreement**,” and, collectively with the Second Accommodation Amending Agreement and the Second Access Amending Agreement, the “**Second Amending Agreements**”). A true copy of the proposed form of the Second Forbearance Amending Agreement is attached hereto as Exhibit “C”.

18. In the event that the Second Amending Agreements are approved by this Honourable Court, the parties have further agreed that the terms of the Initial Order relating to the Accommodation Agreement, the Access Agreement and the Forbearance Agreement shall continue to apply with full force and effect to the Accommodation Agreement, the Access Agreement and the Forbearance Agreement, as amended by the First Amending Agreements and the Second Amending Agreements, respectively.

INTERIM FUNDING AND CASH FLOW PROJECTIONS

19. SKD Company and the Customers have negotiated terms of interim funding for the period to and including March 31, 2009, that will permit SKD Company to continue its operations through that date.

20. SKD Company prepared cash flow projection (the “**Original Cashflow Projections**”) for the period ending February 27, 2009, a copy of which was attached to each of my Affidavits sworn January 21, 2009 and February 13, 2009. SKD company also prepared extended cash flow projections to March 6, 2009, a copy of which was attached to the Affidavit of Christopher Garrah sworn February 27, 2009, and to March 9, 2009, a copy of which was

attached to my Affidavit sworn March 5, 2009 (collectively, the “**Interim Cashflow Projections**”).

21. As a result of the present request for the extension of the Stay Period to March 31, 2009, SKD Company has prepared revised cash flow projections (the “**March 31 Cashflow Projections**”) for the period ending March 31, 2009, a true copy of which is attached to my Affidavit as Exhibit “D”. As with the Original Cashflow Projections and the Interim Cashflow Projections, the March 31 Cashflow Projections have been prepared based on certain assumptions, including that Comerica will continue to forbear in requiring repayment in full of the Comerica Indebtedness through to March 31, 2009, that SKD Company will be able to secure additional advances under the Comerica Credit Agreement, inclusive of the Customer Operations Funding, and that Customers will continue to comply with the expedited payments as provided for under the Accommodation Agreement (as amended).

EXTENSION OF THE STAY PERIOD

22. The Applicants are seeking an extension of the Stay Period to March 31, 2009.

23. I believe that the extension of the Stay Period is required to permit the CCAA Parties an opportunity to conclude the agreements necessary to permit them to continue their operations during the month of March and to honour their obligations under the Accommodation Agreement and Access Agreement (as amended) that have been approved of by this Honourable Court.

24. The extension of the Stay Period to March 31, 2009 will preserve and protect the business and assets of SKD Company in the interim period. I believe that the ability of SKD Company to continue to operate for this additional period of time provides continued employment during the interim period and increases the opportunity for a better outcome for its creditors and other stakeholders than would otherwise be the case and is therefore in their best interests.

25. The Applicants have been acting in good faith and with due diligence in fulfilling their obligations under the Initial Order and subsequent Orders of this Court.

26. This affidavit is sworn in support of the motion of the Applicants for an order extending the Stay Period under the Initial Order and for no other or improper purpose.

SWORN BEFORE ME at the)
City of *St. George, Village*)
in the State of *Illinois* ,)
this 11th day of March, 2009)

Patricia L. Weibler

Notary Public

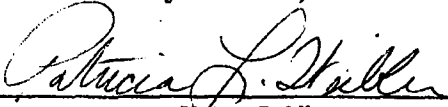
John Chen

John Chen



TAB A

**This is Exhibit "A" referred to in the
affidavit of John Chen
sworn before me, this 10th
day of March, 2009**



Notary Public



SECOND AMENDMENT TO ACCOMMODATION AGREEMENT

SKD Company ("Supplier"), Ford Motor Company ("Ford"), Chrysler Canada Inc. ("Chrysler Canada"), Chrysler LLC, on behalf of itself and Chrysler Motors LLC (together with Chrysler Canada, "Chrysler"), Honda of America Mfg., Inc., for itself and on behalf of Honda Canada Mfg., a division of Honda Canada, Inc., Honda Manufacturing of Indiana, LLC and Honda Manufacturing of Alabama, LLC (collectively, "Honda") (collectively, the "Customers") and Comerica Bank ("Comerica") enter into this Second Amendment to Accommodation Agreement (the "Amendment") effective as of March 1, 2009.

RECITALS

A. Supplier, the Customers and Comerica entered into an Accommodation Agreement dated January 21, 2009, as amended by an Amendment to the Accommodation Agreement dated February 27, 2009 (collectively, the "Accommodation Agreement") providing for continued production, subject to the terms and conditions set forth therein, through March 9, 2009.

B. Supplier, the Customers and Comerica have agreed to extend the term of the Accommodation Agreement through March 31, 2009 and make certain other modifications set forth 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. Amendment to Section 1. Section 1 of the Accommodation Agreement is hereby amended and restated in its entirety as follows:

1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue until the earliest of (a) March 31, 2009, (b) the closing of the sale of Supplier's business as a going concern to a Qualified Buyer (as defined below), (c) an Event of Default (defined below), (d) Comerica ceases to provide financing to Supplier during the Restructuring Process, and (e) Comerica commences any enforcement action with respect to a material portion of Supplier's real or personal property constituting collateral.

2. Amendment to Section 2.1(b). Section 2.1(b) of the Accommodation Agreement is hereby amended and restated in its entirety as follows:

(b) In the event that (i) Supplier and Comerica determine that no sale of the business of Supplier or plan of arrangement under the CCAA will be successfully concluded, Supplier shall forthwith provide notice to the

Customers in writing; or (ii) in the event that on or after March 11, 2009 a Customer decides that it wishes to resource prior to the end of the Term, Customer shall provide notice to the Supplier in writing of the date on which it desires to commence resourcing (each of the notices set forth in Section 2.1(b)(i) and 2.1(b)(ii) being a "Resourcing Notice").

3. Amendment to Section 2.1. Section 2.1 of the Accommodation Agreement is hereby amended by adding the following as Section 2.1(d):

(d) Each Customer agrees that in the event it resources under Section 2.1 and/or exercises its right to take possession of any and all Customer Tooling under Section 5.3, Customer shall, in addition to the other obligations contained in this Agreement:

(1) fully settle and pay all of its undisputed accounts payable owed to Supplier prior to removal from Supplier's premises (whether leased or owned) of any Customer Tooling or Designated Equipment being purchased;

(2) comply with all other terms of this Agreement, including continuing to fund its respective share of Customer Operations Funding, consistent with the Budget until the end of the Term;

(3) prior to being permitted to remove Customer Tooling or Designated Equipment purchased by Customer, (i) enter into an agreement with the Supplier with respect to the settlement of all disputed accounts receivable in respect of the production and delivery of Component Parts (the "Disputed Accounts"), in form and substance satisfactory to the relevant Customer, Supplier and Comerica; or (ii) pay an amount equal to the Disputed Accounts in trust to the Monitor to be held in trust in an interest bearing trust for the benefit of the Supplier or the relevant Customer, as the case may be, and dealt with in the same manner as provided for in section 13.10 hereof; and

(4) prior to any Customer entering any leased premises (the "Leased Premises") for the purpose of taking possession of or removing any Designated Equipment in accordance with the terms of this Agreement or any other machinery or equipment affixed to the Leased Premises being purchased in accordance with the terms of this Agreement, the Customer shall provide no less than two (2) business days' prior written notice to the Supplier and the landlord of the Leased Premises (unless a shorter period of time is required in the circumstances) which written notice shall include a list of the Designated Equipment and any other affixed machinery or equipment being purchased in accordance with the terms of this Agreement intended to be removed. Any Customer shall at its own cost repair any damage to the Leased Premises or any part thereof caused by

its removal of any Customer Tooling, Designated Equipment or any other machinery or equipment. Notwithstanding the foregoing, nothing in this Section shall constitute an agreement by Supplier to permit any Customer entry onto any Leased Premises for the removal of any Designated Equipment or other machinery or equipment affixed to the Leased Premises that is being purchased in accordance with the terms of this Agreement unless the applicable landlord agrees to permit the removal of any such Designated Equipment or other machinery or equipment affixed to the Leased Premises (excluding for greater certainty Customer Tooling) in less than seven days or unless a notice period of less than 7 days is provided for by order of the Court.

4. Amendments to Section 2.9(A) and Exhibit C. In the fourth line of Section 2.9(A) of the Accommodation Agreement, the words "up to US\$11,488,831" are hereby deleted and are replaced with the words "up to \$US 11,480,987".

The budget that was attached as Exhibit A to the amendment to the Accommodation Agreement effective February 27, 2009 is hereby deleted. The form of Budget attached to the Accommodation Agreement as "Exhibit C" shall be supplemented by the additional budget attached as Exhibit A to this Amendment (the "March Budget"). The March Budget is the estimated operating budget of Supplier for the period from and including February 28, 2009 to and including March 31, 2009. The March Budget shall be incorporated into and form part of Exhibit C to the Accommodation Agreement.

5. Amendments to Section 2.9(B). Section 2.9(B) of the Accommodation Agreement is hereby amended and restated in its entirety as follows:

(B) The Customer Operations Funding shall be made available through the purchase of subordinated participations in the direct borrowings of Supplier under the Comerica Facilities, pursuant to the terms of the subordinated participation agreement dated January 12, 2009, as the same has or may be amended or restated (the "Subordinated Participation Agreement"). Customers will (i) on the Effective Date for the working days during the week of the Effective Date, and (ii) during the Term, on or before the Friday of each week for the week that immediately follows (and in the case of the payment due on or before Friday, March 20, 2009, for the week that immediately follows and for the period to and including March 31, 2009), purchase subordinated participations from Comerica in the amounts estimated by Supplier as being required to satisfy the obligations of Supplier to operate during the applicable week (or in the case of the payment due on or before Friday, March 20, 2009, in the amounts estimated by Supplier as being required to satisfy the obligations of Supplier to operate to and including March 31, 2009) in excess of the

Supplier's existing availability under the Comerica Facilities (the "Weekly Funding Amount"). The Weekly Funding Amount shall be calculated in a manner to permit payment by Supplier of such estimated obligations, whether or not actually paid in that week.

6. Amendment to Section 3.10. Section 3.10 of the Accommodation Agreement is amended by amending and restating subparagraphs (c) and (d) in their entirety as follows:

(c) Intentionally deleted; and

(d) Close; Implementation. By no later than March 31, 2009, close the sale of Supplier's assets to a Qualified Buyer.

7. Amendment to Section 6.2. Section 6.2.1 of the Accommodation Agreement is amended and restated in its entirety as follows:

6.2.1 For clarity, the option to purchase Designated Equipment set out in Section 6.2 shall not expire earlier than 15 days after March 31, 2009.

8. Amendment to Section 13.10. Section 3.10 of the Accommodation Agreement is amended by replacing the words, "sections 5.5 and 6.3" with the words, "sections 2.1(d)(3), 5.5 and 6.3".

9. Reaffirmation of Obligations. Each of the Customers, Supplier and Comerica hereby reaffirm all of their respective obligations under the Accommodation Agreement.

10. Continued Effectiveness. Except as explicitly amended hereby, the Accommodation Agreement remains in full force and effect.

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

12. Capitalized Terms. Unless otherwise defined herein, capitalized terms are as defined in the Accommodation Agreement.

(Signatures contained on next page)

CHRYSLER CANADA INC.

By: _____
I have authority to bind the Corporation

print name

FORD MOTOR COMPANY

By: _____
I have authority to bind the Corporation

print name

**CHRYSLER LLC on behalf of itself and
CHRYSLER MOTORS LLC**

By: _____
I have authority to bind the Corporation


print name

HONDA OF AMERICA MFG., INC.

By: _____
I have authority to bind the Corporation

print name

**SKD COMPANY, by its partners, NMC
CANADA, INC. and 2515080 NOVA
SCOTIA COMPANY**


By: 
I have authority to bind the NMC
Canada, Inc.

JOHN P. CHEN
print name

COMERICA BANK

By: _____
I have authority to bind the Corporation

print name

By: 
I have authority to bind the 2515080
Nova Scotia Company

JOHN P. CHEN
print name

Each of undersigned consent and agree to all terms and conditions of the foregoing Amendment.

**SKD AUTOMOTIVE GROUP,
LIMITED PARTNERSHIP**

By: PL International Corporation
Its: General Partner

By: _____
Vytas Ambutas
Its: Secretary

"GUARANTORS"

NMC CANADA INC.

By: _____
Vytas Ambutas
Its: Secretary

SKD HOLDING, L.P.

By: SKD Holding, Inc.
Its: General Partner

By:  _____
John Chen
Its: Vice President/Treasurer

SKD, L.P.

By: Quincy Holdings, Inc.
Its: General Partner

By: _____
Vytas Ambutas
Its: Secretary

2515080 NOVA SCOTIA COMPANY

By:  _____
John Chen
Its: Vice President

EASSA MEXICO, S. DE R.L. DE C.V.

By: _____
John Williams
Its: Treasurer

SKD DE MEXICO, S. DE R.L. DE C.V.

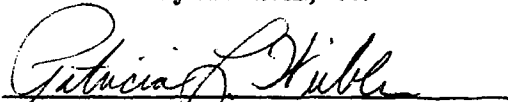
By:  _____
John Chen
Its: Treasurer

EXHIBIT A
Budget

See attached.

TAB B

This is Exhibit "B" referred to in the
affidavit of John Chen
sworn before me, this 10th
day of March, 2009


Notary Public



AMENDMENT TO ACCESS AND SECURITY AGREEMENT

This Amending Agreement (the "Agreement"), by and among SKD Company ("Supplier"), and Ford Motor Company ("Ford"), Chrysler Canada Inc. ("Chrysler Canada"), Chrysler LLC, on behalf of itself and Chrysler Motors LLC (together with Chrysler Canada, "Chrysler"), Honda of America Mfg., Inc., for itself and on behalf of Honda Canada Mfg., a division of Honda Canada, Inc., Honda Manufacturing of Indiana, LLC and Honda Manufacturing of Alabama, LLC (collectively, "Honda") (collectively, the "Customers") is effective the 1st day of March, 2009 (the "Effective Date").

RECITALS

A. Supplier and the Customers entered into an access and security agreement dated January 21, 2009, as amended by an amendment to the access and security agreement dated 27th day of February, 2009 (the "Access and Security Agreement") pursuant to which the Supplier granted Customers a right of access to certain of the Supplier's facilities, subject to the terms and conditions set forth therein.

B. Supplier and the Customers have agreed to extend the term of the Access and Security Agreement through March 31, 2009 and make certain other modifications set forth herein.

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, Customers and Supplier agrees as follows:

TERMS AND CONDITIONS

1. Amendment to Section 1. The defined term "Default" in Section 1 of the Access and Security Agreement is hereby amended and restated in its entirety as follows:

"Default" means an "Event of Default" occurs under the Accommodation Agreement or if Comerica ceases funding prior to March 31, 2009 for any reason.

2. Amendment to Section 13. Section 13.(b) of the Access and Security Agreement is hereby amended by replacing the words "March 24, 2009" with the words "April 15, 2009".

3. Governing Law and Forum. This Agreement is made in Province of Ontario and will be governed by, and construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of law principles, and each of the parties hereby irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of Ontario.

4. Continued Effectiveness. Except as explicitly amended hereby, the Access and Security Agreement remains in full force and effect.

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

[signatures on next page]

[signature page to Access and Security Agreement]

HONDA OF AMERICA MFG., INC.

By: _____
I have authority to bind the Corporation

print name

FORD MOTOR COMPANY

By: _____
I have authority to bind the Corporation

print name

CHRYSLER CANADA INC.

By: _____
I have authority to bind the Corporation

print name

**CHRYSLER LLC on behalf of itself and
CHRYSLER MOTORS LLC**

By: _____
I have authority to bind the Corporation

print name

**SKD COMPANY, by its partners, NMC
CANADA, INC. and 2515080 NOVA
SCOTIA COMPANY**

By: _____
I have authority to bind the NMC Canada,
Inc.

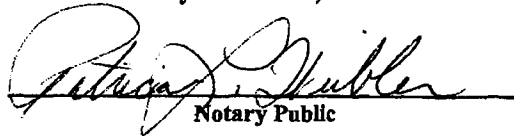
JOHN P. CHEN
print name

By: _____
I have authority to bind the 2515080 Nova
Scotia Company

JOHN P. CHEN
print name

TAB C

**This is Exhibit "C" referred to in the
affidavit of John Chen
sworn before me, this 10th
day of March, 2009**


Notary Public



March 10, 2009

SKD Automotive Group, Limited Partnership
1965 Pratt Boulevard
Elk Grove, IL 60007

- and -

SKD Company
375 Wheelabrator Way
Milton, Ontario, Canada L9T 3C1

RE: FORBEARANCE AGREEMENT (AS AMENDED, "FORBEARANCE AGREEMENT") DATED JANUARY 21, 2009 AMONG COMERICA BANK ("BANK"), SKD AUTOMOTIVE GROUP, LIMITED PARTNERSHIP ("AUTOMOTIVE"), SKD COMPANY ("SKD," TOGETHER WITH AUTOMOTIVE, "BORROWERS"), 2515080 NOVA SCOTIA COMPANY ("NOVA SCOTIA"), NMC CANADA, INC. ("NMC"), EASSA MEXICO, S. DE R.L. DE C.V. ("EASSA"), SKD DE MEXICO, S. DE R.L. DE C.V. ("SKD MEXICO"), SKD, L.P. ("SKD LP"), AND SKD HOLDING, L.P. ("HOLDING," COLLECTIVELY WITH NOVA SCOTIA, NMC, EASSA, SKD MEXICO, AND SKD LP, "GUARANTORS"), AS AMENDED BY A FIRST AMENDMENT DATED FEBRUARY 27, 2009

Ladies and Gentlemen:

All capitalized terms not defined in this second amendment ("Second Amendment") to the Forbearance Agreement shall have the meanings described in the Loan Documents, which include the Forbearance Agreement.

Borrowers and Guarantors have requested an extension of Bank's forbearance.

Subject to (i) the conditions precedent in paragraph 1 below and (ii) timely, written acceptance by Borrowers and Guarantors of the following conditions, Bank is willing to continue to forbear until March 31 2009, subject to earlier termination as provided below, from further action to collect the Liabilities:

1. Bank's agreement to extend its forbearance beyond March 9, 2009 is conditioned on fulfillment of the following conditions precedent:
 - (a) This Second Amendment is approved by an order satisfactory to Comerica and its Canadian counsel by the Ontario Superior Court of Justice in the CCAA proceeding of NMC and Nova Scotia (Court File No. 09-CL-7960) (the "CCAA Court").

- (b) Those customers of Borrower that have purchased subordinated participations from Bank have consented in writing to this Second Amendment.
2. Future administration of the Liabilities and the financing arrangements among Bank, Borrowers, and Guarantors shall continue to be governed by the covenants, terms, and conditions of the Loan Documents, which are ratified and confirmed and incorporated by this reference, except to the extent that the Loan Documents have been superseded, amended, modified, or supplemented by this Second Amendment or are inconsistent with this Second Amendment, then this Second Amendment shall govern. For clarity, the Guarantors ratify and confirm their guaranties of the Liabilities.
 3. Borrowers and Guarantors acknowledge Bank is under no obligation to advance funds or extend credit to Borrowers under the Loan Documents, or otherwise, except as provided in paragraph 4(b) of the Forbearance Agreement, as amended below.
 4. In the fourth line of Section 4(a) of the Forbearance Agreement, the words "March 9, 2009" are deleted and are replaced with the words "March 31, 2009."
 5. In the third line of Section 4(b) of the Forbearance Agreement, the words "March 9, 2009" are deleted and are replaced with the words "March 31, 2009."
 6. Automotive and those Guarantors organized under the laws of the United States and Mexico ("U.S./Mexico Obligor") have liquidated substantially all of their assets that constituted collateral for the Liabilities (except for certain accounts receivable and the interest of the U.S./Mexico Obligor in an escrow account of \$1 million related to the sale). As of March 9, 2009, Bank is holding \$6,736,161.89 of cash collateral from that liquidation as security for the Liabilities. Additional proceeds from the liquidation of the assets of the U.S./Mexico Obligor will be delivered to Bank and may also be held as cash collateral. Borrowers and Guarantors have requested that Bank hold such cash collateral pending the liquidation of SKD, NMC and Nova Scotia ("Canadian Entities"), and to accept as payment of the Canadian Entities' portion of the Liabilities the proceeds from the liquidation of the Canadian Entities. Comerica may hold the balance of the proceeds from the liquidation of the U. S./Mexico Obligor in a cash collateral account or apply them to any of the Liabilities (whether the Liabilities are attributable to loans made to the U.S./Mexico Obligor or the Canadian Entities), in its sole discretion. No proceeds (or any other amount) shall be paid to the participants in the Liabilities unless and until Bank's senior portion of the Liabilities is irrevocably paid in full.
 7. Effectively immediately:
 - (a) The maximum principal amount available under the Revolving Facility shall be reduced to U. S. \$8,058,000 plus the Participation Amount ("Cap") with loans only to SKD for working capital needs of Canadian operations.
 - (b) Section 1.14.1 of the Revolving Credit Agreement dated December 13, 2007, as amended, is amended to read in its entirety as follows:

“1.14.1 Borrowing Base means, as of any date of determination, (i) the aggregate amount of cash collateral held by Bank, plus (ii) the amount of participations purchased from Bank under that certain separate Subordinated Participation Agreement, dated January 12, 2009, as it may be modified, amended or restated, less (iii) \$100,000 (such amount in clause (iii) is hereinafter referred to as the “Reserve”) and less (iv) an additional reserve (“Canadian Reserve”) in the amount, if any, by which the charges senior to the Liabilities created by the order of the Court in any CCAA proceeding which have not been paid, or reserved for in cash in a separate trust account, exceed the sum of (a) 90% of Eligible Accounts owing to each Canadian Entity, plus (b) 50% of Eligible Inventory owned by each Canadian Entity.”

- (c) In the event, at any time, the principal balance of the Revolving Facility exceeds the Cap or the Borrowing Base, no further advances will be allowed.
 - (d) The Cap shall be reduced permanently by: (i) the proceeds of all unusual or extraordinary items of any Canadian Entity (including, by way of example, tax refunds, insurance proceeds, or sale proceeds, other than collection of accounts for inventory sold in the ordinary course of business) and (ii) final purchases of inventory and payment of accounts by customers of any Canadian Entity that have resourced their business from any Canadian Entity. In addition, the Reserve shall increase dollar for dollar by the amount of such permanent reductions.
8. This Second Amendment shall be governed and controlled in all respects by the laws of the State of Michigan, without reference to its conflict of law provisions, including interpretation, enforceability, validity, and construction. This Second Amendment will inure to the benefit of Bank and all its past, present, and future parents, subsidiaries, affiliates, predecessors, and successor corporations and all of their subsidiaries and affiliates.
9. Bank anticipates that discussions addressing the Liabilities may take place in the future. During the course of such discussions, Bank, Borrowers, and Guarantors, may touch upon and possibly reach a preliminary understanding on one or more issues prior to concluding negotiations. Notwithstanding this fact and absent an express written waiver by Bank, Bank will not be bound by an agreement on any individual issues unless and until an agreement is reached on all issues and such agreement is reduced to writing and signed by Borrowers, Guarantors and Bank.
10. As of the date of this Second Amendment, there are no other offers outstanding from Bank to Borrowers and Guarantors. Any prior offer by Bank, whether oral or written is hereby rescinded in full. There are no oral agreements between Bank and Borrowers and Guarantors; any agreements concerning the Liabilities are expressed only in the existing Loan Documents. The duties and obligations of Borrowers and Guarantors and Bank shall be only as set forth in the Loan Documents and this Second Amendment, when executed by all parties.

11. Borrowers and Guarantors acknowledge that they have reviewed (or have had the opportunity to review) this Second Amendment with counsel of their choice and have executed this Second Amendment of their own free will and accord and without duress or coercion of any kind by Bank or any other person or entity.
12. **BORROWERS, GUARANTORS, AND BANK ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS SECOND AMENDMENT, THE OTHER LOAN DOCUMENTS OR THE LIABILITIES.**
13. **DEFAULTS HAVE OCCURRED UNDER THE LOAN DOCUMENTS. BORROWERS AND GUARANTORS, TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, WAIVE ALL NOTICES THAT BANK MIGHT BE REQUIRED TO GIVE BUT FOR THIS WAIVER, INCLUDING ANY NOTICES OTHERWISE REQUIRED UNDER SECTION 6 OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE OF MICHIGAN OR THE RELEVANT STATE CONCERNING THE APPLICABLE COLLATERAL (AND UNDER ANY SIMILAR RIGHTS TO NOTICE GRANTED IN ANY ENACTMENT OF REVISED ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE). FURTHERMORE, BORROWERS AND GUARANTORS WAIVE (A) THE RIGHT TO NOTIFICATION OF DISPOSITION OF THE COLLATERAL UNDER § 9-611 OF THE UNIFORM COMMERCIAL CODE, (B) THE RIGHT TO REQUIRE DISPOSITION OF THE COLLATERAL UNDER § 9-620(E) OF THE UNIFORM COMMERCIAL CODE, AND (C) ALL RIGHTS TO REDEEM ANY OF THE COLLATERAL UNDER § 9-623 OF THE UNIFORM COMMERCIAL CODE.**
14. **BORROWERS AND GUARANTORS, IN EVERY CAPACITY, INCLUDING, BUT NOT LIMITED TO, AS SHAREHOLDERS, PARTNERS, OFFICERS, DIRECTORS, INVESTORS AND/OR CREDITORS OF BORROWERS AND/OR GUARANTORS, OR ANY ONE OR MORE OF THEM, HEREBY WAIVE, DISCHARGE AND FOREVER RELEASE BANK, BANK'S EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, STOCKHOLDERS, AFFILIATES AND SUCCESSORS AND ASSIGNS, FROM AND OF ANY AND ALL CLAIMS, CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS OR OFFSETS AND/OR ALLEGATIONS BORROWERS AND/OR GUARANTORS MAY HAVE OR MAY HAVE MADE OR WHICH ARE BASED ON FACTS OR CIRCUMSTANCES ARISING AT ANY TIME UP THROUGH AND INCLUDING THE DATE OF THIS SECOND AMENDMENT, WHETHER KNOWN OR UNKNOWN, AGAINST ANY OR ALL OF BANK, BANK'S EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, STOCKHOLDERS, AFFILIATES AND SUCCESSORS AND ASSIGNS.**

15. This Second Amendment may be executed in counterparts and delivered by facsimile and the counterparts and/or facsimiles, when properly executed and delivered by the signing deadline, will constitute a fully executed complete Second Amendment. Except as modified by this Second Amendment, the Forbearance Agreement and other Loan Documents shall be unaltered, and shall remain in full force and effect.
16. Borrowers and Guarantors shall properly execute this Second Amendment and deliver same to the undersigned, together with the consents of the participants and the order approving this Second Amendment by no later than March 10, 2009.

Bank reserves the right to terminate its forbearance prior to March 31, 2009, in the event of any new defaults under the Loan Documents, defaults under this Second Amendment or the Forbearance Agreement, defaults under either of the Accommodation Agreements among Borrowers, Guarantors, Bank and certain customers dated January 21, 2009, as amended, in the event of further deterioration in the financial condition of Borrowers or Guarantors, or further deterioration in Bank's collateral position, or in the event Bank, for any reason, believes that the prospect of payment or performance is impaired.

Very truly yours,

Gregory M. Ryan
Vice President
Comerica Bank
One Detroit Center
500 Woodward Avenue, 4th Floor
Detroit, MI 48226
(313) 222-9467
Fax: (313) 222-1244

ACKNOWLEDGED AND AGREED:

"BORROWERS"

**SKD AUTOMOTIVE GROUP,
LIMITED PARTNERSHIP**

By: PL International Corporation
Its: General Partner

By: _____
Vytas Ambutas
Its: Secretary

SKD COMPANY

By: 2515080 Nova Scotia Company
Its: General Partner

By: 
John Chen
Its: Vice President

"GUARANTORS"

NMC CANADA INC.

By: _____
Vytas Ambutas
Its: Secretary

SKD HOLDING, L.P.

By: SKD Holding, Inc.
Its: General Partner

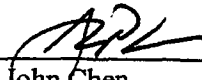
By: 
John Chen
Its: Vice President/Treasurer

SKD, L.P.

By: Quincy Holdings, Inc.
Its: General Partner

By: _____
Vytas Ambutas
Its: Secretary

2515080 NOVA SCOTIA COMPANY

By: 
John Chen
Its: Vice President

EASSA MEXICO, S. DE R.L. DE C.V.

By: _____
John Williams
Its: Treasurer

SKD DE MEXICO, S. DE R.L. DE C.V.

By: 
John Chen
Its: Treasurer

NMC CANADA INC.

By: _____
Vyta Ambutas
Its: Secretary

ACKNOWLEDGED AND AGREED
AS PARTICIPANTS:

GENERAL MOTORS CORPORATION

By: _____

Its: _____

FORD MOTOR COMPANY

By: _____

Its: _____

CHRYSLER LLC

By: _____

Its: _____

**HONDA OF AMERICA MFG., INC. for itself and
on behalf of HONDA CANADA MFG.,
a division of HONDA CANADA, INC.,
HONDA MANUFACTURING OF INDIANA, LLC and
HONDA MANUFACTURING OF ALABAMA, LLC**

By: _____

Its: _____

TAB D

**This is Exhibit "D" referred to in the
affidavit of John Chen
sworn before me, this 10th
day of March, 2009**



Notary Public



SKD COMPANY
WEEKLY CASH FLOW PROJECTION
Budget for March 2009
(US\$000)

CASH INFLOWS⁽¹⁾	6-Mar-09	13-Mar-09	20-Mar-09	27-Mar-09	31-Mar-09	Total March
Ford (avg. 45 days, normally paid on the 3rd, 15th, 24th)	-	196	433	156	88	873
Chrysler Canada (4th day, 2nd month)	5,055	1,166	886	1,625	685	9,418
Honda (net 30 days, paid every Friday)	1,037	1,043	161	161	-	2,401
Net Customer Set-off 5% (Chrysler, GM, Ford & Honda)	(305)	(120)	(74)	(97)	(39)	(635)
TOTAL CASH INFLOW	5,788	2,284	1,406	1,845	734	12,057
CASH OUTFLOWS⁽²⁾						
Customer Steel Autodebit/Scrap rebate						
Chrysler LLC - Steel Auto Debit	1,941	448	340	624	263	3,617
Ford (avg. 45 days, normally paid on the 3rd, 15th, 24th)	-	62	138	50	28	278
Honda (net 30 days, paid every Friday)	465	467	72	72	-	1,076
Payables	952	1,075	874	901	356	4,158
Operator Paydown	3,485	-	-	-	-	3,485
Payroll - Hourly	435	340	340	340	140	1,595
Payroll - Hourly Benefits	-	60	-	-	-	60
Payroll - Salaried	-	525	-	525	-	1,050
Payroll - Salaried Benefits	140	316	-	36	-	492
Interest to Comerica	-	-	-	57	-	57
Professional Fees and Restructure Fees	186	448	248	248	142	1,272
TOTAL CASH OUTFLOW	7,603	3,741	2,013	2,853	929	17,139
NET CASH INFLOW /(OUTFLOW)⁽³⁾	(1,815)	(1,457)	(607)	(1,008)	(194)	(5,081)
Customer Participations	1,413	1,100	-	-	-	2,513
OPENING BALANCE	1,360	958	601	(6)	(1,014)	1,360
CLOSING BALANCE	958	601	(6)	(1,014)	(1,208)	(1,208)

1) Receipts based on sales estimates and collections as per the Accomodation Agreement and have been reviewed by the Customers' advisors. Additional funding will be required if customer receipts are not collected as forecasted in this budget.

2) Disbursements are based on estimates provided by SKD management and have been reviewed by the customers' advisors.

3) This shortfall could be funded by a combination of reductions in disbursements, increases in collections from the customers and/or further participations by the customers.

SKD Automotive Group LP
Budget and Availability for March 2009

	3/6/09	3/13/09	3/20/09	3/27/09	3/31/09	March
Cash Collateral	\$ 7,092	\$ 7,092	\$ 7,092	\$ 7,092	\$ 7,092	\$ 7,092
Total Liability	15,169	16,269	16,269	16,269	16,269	16,269
Bank	5,884	5,884	5,884	5,884	5,884	5,884
Customer	9,285	10,385	10,385	10,385	10,385	10,385
Excess (Deficit) availability	1,208	1,208	1,208	1,208	1,208	1,208
Adjusted availability	958	601	(6)	(1,014)	(1,208)	(1,208)
Excess Cash Collateral	1,208	1,208	1,208	1,208	1,208	1,208
Adjusted Availability (Inc. Excess CC)	2,166	1,809	1,203	194	0	0
Additional Funding *	-	-	-	-	-	-
Adjusted Availability after Additional Funding	\$ 2,166	\$ 1,809	\$ 1,203	\$ 194	\$ 0	\$ 0

* Additional funding will be required if customer receipts are not collected as forecasted in this budget.

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 NMC CANADA, INC. AND
2515080 NOVA SCOTIA COMPANY

Court File No: 09-CL-7960

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

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