

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

SUPPLEMENTARY MOTION RECORD

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TAB 1

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SUPERIOR COURT OF JUSTICE

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**IN THE MATTER OF THE *COMPANIES' CREDITORS*
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**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
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2515080 NOVA SCOTIA COMPANY**

Applicants

AFFIDAVIT OF CHRISTOPHER GARRAH

I, Christopher Garrah, of the City of Toronto, in the Province of Ontario, solicitor,
MAKE OATH AND SAY:

1. I am a partner with Lang Michener LLP, solicitors for the Applicants herein, 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. This affidavit is sworn in support of a motion returnable April 30, 2009 to extend the Stay Period to May 31, 2009, among other things.

3. My affidavit supplements the Affidavit of John Chen sworn in this proceeding on April 28, 2009 (the "**Chen Affidavit**"), and adopts the definitions utilized in that Affidavit.

FURTHER AMENDMENTS TO FORBEARANCE AGREEMENT

4. In order to facilitate previous extensions of the Stay Period, it was necessary for SKD Company, the Customers and Comerica to negotiate amendments to the Forbearance Agreement (as defined in the Initial Order).

5. Pursuant to the Order of this Court made on February 27, 2009, the CCAA Parties were authorized and empowered to enter into the Forbearance Amending Agreement (as defined

in the Order dated February 27, 2009 and attached as an Exhibit to my Affidavit sworn in this proceeding on February 27, 2009).

6. Pursuant to the Order of this Court made on March 11, 2009, the CCAA Parties were authorized and empowered to enter into the Second Forbearance Amending Agreement (as defined in the March 11, 2009 Order and attached as an Exhibit to the Affidavit of John Chen sworn in this proceeding on March 11, 2009).

7. Pursuant to an Order of this Court made on April 3, 2009, the CCAA Parties were authorized and empowered to enter into the Third Forbearance Amending Agreement (as defined in the April 3, 2009 Order and attached as an Exhibit to the my Affidavit sworn in this proceeding on April 3, 2009). For reference, another copy of the Third Forbearance Amending Agreement is attached to this Affidavit as Exhibit "A".

8. In order to facilitate the further extension of the Stay Period to May 31, 2009, and subject to the approval of this Honourable Court, it will be necessary for the parties to agree upon and execute a Fourth Amendment to the Forbearance Agreement (the "**Fourth Forbearance Amending Agreement**"). The most recent draft of the Fourth Forbearance Amending Agreement circulated by the parties is attached hereto as Exhibit "B".

9. As with the previous amendments to the Forbearance Amending Agreement described above, in the event that an agreement substantially in the form of the Fourth Forbearance Amending Agreement is approved by this Honourable Court, the Initial Order relating to the Forbearance Agreement should continue to apply with full force and effect to the Forbearance Agreement as amended by the Forbearance Amending Agreement, the Second Forbearance Amending Agreement, the Third Forbearance Amending Agreement, and the Fourth Forbearance Amending Agreement, respectively.

REVISED CASH FLOW PROJECTIONS

10. Cash flow projections prepared by SKD Company for the period ending May 31, 2009 (the "**May 31 Wind-down Cashflow Projections**") are attached as Exhibit "B" to the Chen Affidavit. As indicated in the Chen Affidavit, the May 31 Wind-down Cashflow Projections do not include costs relating to the Brampton facility of SKD Company.

11. I am advised by John Chen, and believe, that SKD Company has made two revisions to the May 31 Wind-down Cashflow Projections since the Chen Affidavit was sworn, to add a line item for Administration charges of \$US32,000 which was inadvertently omitted from Exhibit "B" to the Chen Affidavit (although the US\$32,000 was included in the Total Disbursements indicated), and to add a US\$25,000 charge for Management Fees, to reflect a re-allocation of the Management Fees. A true copy of the revised May 31 Wind-down Cashflow Projections provided to me by SKD Company is attached to my Affidavit as Exhibit "C".

AMENDMENT OF UNION ESCROW AGREEMENTS

12. Pursuant to an Order of this Court made on April 3, 2009 (the "**Union Agreements Approval Order**"), SKD Company was authorized to enter into Escrow Agreements and Memoranda between SKD Company and the Unions (each as defined in the Union Agreements Approval Order), relating to the closure or run out of operations at SKD Company's various facilities. It was recently noticed that there is a discrepancy between the Closure Agreements appended to the Memoranda (the "**Closure Agreements**") and the Escrow Agreements. The Escrow Agreements only permit the parties to direct payment of amounts payable to employees to the payroll service used by the employer. The Closure Agreements, however, permit an employee to direct the payment of the applicable amounts, with appropriate direction, directly into an RRSP or retirement vehicle chosen by the employee. I understand that SKD Company has been requested to amend the Escrow Agreements to add a reference to the directing of such payments into an RRSP or retirement vehicle chosen by the employee, as provided in the Closure Agreements. I am advised by John Chen, and believe, that SKD Company is content with such an amendment, and appropriate wording has been added to the draft order being sought by the Applicants on the motion.


ADDITIONAL PARTICIPATIONS AND ALLOCATION AGREEMENT

13. The Affidavit of John Chen sworn January 21, 2009 sworn in support of the application for the Initial Order attached, as Exhibit "M", the Additional Participations and Allocation Agreement dated January 21, 2009 between Comerica, the Customers, SKD Company and certain of its affiliates. As the Additional Participations and Allocation Agreement is referred to in the Notice of Motion returnable April 30, 2009, a copy of that Agreement, as executed, along

with the Amendment to Additional Participations and Allocation Agreement made as of March 1, 2009, has been attached as Exhibit "D" to my Affidavit for the convenience of the Court.

14. This Affidavit is sworn in support of the motion of the Applicants for the relief sought in the Notice of Motion returnable April 30, 2009, and for no other or improper purpose.

SWORN BEFORE ME at the)
City of Toronto)
in the Province of Ontario,)
this 30th day of April, 2009)
)
)



A commissioner, etc.

John S. Conkin



Christopher Garrah

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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TAB A

**This is Exhibit "A" referred to in the
affidavit of Christopher Garrah
sworn before me, this
30th day of April, 2009**



A Commissioner, etc.

April 3, 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 DATED JANUARY 21, 2009 (AS AMENDED BY A FIRST AMENDMENT DATED FEBRUARY 27, 2009 AND A SECOND AMENDMENT DATED MARCH 10, 2009, "FORBEARANCE AGREEMENT") 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")

Ladies and Gentlemen:

All capitalized terms not defined in this third amendment ("Third 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 forbear until April 30, 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 31, 2009 is conditioned on fulfillment of the following condition precedent: this Third Amendment is approved by an order satisfactory to Comerica and its Canadian counsel by the Ontario Superior Court of Justice (the "Court") in the CCAA proceeding of NMC and Nova Scotia (Court File No. 09-CL-7960) ("CCAA Proceeding").
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 Third Amendment or are inconsistent with this Third Amendment, then this Third Amendment shall govern. For clarity, the Guarantors ratify and confirm their guaranties of the Liabilities.

3. Borrowers have advised Bank that they do not require, and will not request, additional funding from Bank under Bank's senior portion of the Loans (although additional subordinated participations will continue to be purchased by certain customers of Borrowers and Guarantors). Accordingly, Borrowers and Guarantors acknowledge Bank is under no obligation to, and does not intend 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.
4. All collections of accounts receivable for sales by SKD and Canadian based Guarantors based on sales prior to April 1, 2009 shall be applied to the Liabilities as permanent reductions of the senior portion of the Loans. All collections of accounts receivable for sales by Automotive and U.S. or Mexican based Guarantors shall continue to be held by Bank as cash collateral to secure the Liabilities. SKD will have the use of all accounts receivable collected for sales of inventory in the ordinary course of business generated from and following April 1, 2009 up to \$2,500,000, for its continuing operations, which amounts, for clarity, will not be applied to reduce the Liabilities.
5. Nova Scotia and NMC will file a motion in the CCAA Proceeding seeking approval of a distribution to Bank, from the sale proceeds held by the Monitor, of an amount equal to the balance outstanding on Bank's senior portion of the Loans (but not the portion of the Loans funded through the purchase of subordinated participations by customers of the Borrowers and Guarantors), which Motion will be scheduled for a hearing on or prior to April 30, 2009. It will be a default under this Third Amendment in the event that the senior portion of the Loans is not fully repaid by such distribution, or otherwise, by April 30, 2009.
6. Concurrently with execution of this Third Amendment, Borrowers shall pay to Bank a fee of U.S. \$100,000 (the "Fee"), which shall be fully earned and non-refundable. The Fee may be added to the Bank's senior portion of the Loans, if not immediately paid to Bank.
7. This Third 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 Third 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.
8. 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.


9. As of the date of this Third 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 Third Amendment, when executed by all parties.
10. Borrowers and Guarantors acknowledge that they have reviewed (or have had the opportunity to review) this Third Amendment with counsel of their choice and have executed this Third Amendment of their own free will and accord and without duress or coercion of any kind by Bank or any other person or entity.
11. **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 THIRD AMENDMENT, THE OTHER LOAN DOCUMENTS OR THE LIABILITIES.**
12. **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.**
13. **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 THIRD AMENDMENT, WHETHER KNOWN OR UNKNOWN, AGAINST ANY OR ALL OF BANK, BANK'S EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, STOCKHOLDERS, AFFILIATES AND SUCCESSORS AND ASSIGNS.

14. This Third 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 Third Amendment. Except as modified by this Third Amendment, the Forbearance Agreement and other Loan Documents shall be unaltered, and shall remain in full force and effect.
15. Borrowers and Guarantors shall properly execute this Third Amendment and deliver same to the undersigned, and the order approving this Third Amendment by no later than April 3, 2009.

Bank reserves the right to terminate its forbearance prior to April 30, 2009, in the event of any new defaults under the Loan Documents, defaults under this Third 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,



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Detroit, MI 48226
(313) 222-3687
Fax: (313) 222-1244

ACKNOWLEDGED AND AGREED:

"BORROWERS"

**SKD AUTOMOTIVE GROUP,
LIMITED PARTNERSHIP**

By: PL International Corporation
Its: General Partner

By: _____
Its: _____

SKD COMPANY

By: 2515080 Nova Scotia Company
Its: General Partner

By: _____
John Chen
Its: Vice President

"GUARANTORS"

NMC CANADA INC.

By: _____
Its: _____

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: _____
Its: _____

2515080 NOVA SCOTIA COMPANY

By: _____
John Chen
Its: Vice President


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

By: _____
Its: _____

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

By: _____
John Chen
Its: Treasurer

NMC CANADA INC.

By:  _____
Its:

TAB B

**This is Exhibit "B" referred to in the
affidavit of Christopher Garrah
sworn before me, this
30th day of April, 2009**

A handwritten signature in black ink, consisting of a large, stylized initial 'C' followed by a surname, written over a horizontal line.

A Commissioner, etc.

April 30, 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 DATED JANUARY 21, 2009 (AS AMENDED BY A FIRST AMENDMENT DATED FEBRUARY 27, 2009, A SECOND AMENDMENT DATED MARCH 10, 2009, AND A THIRD AMENDMENT DATED APRIL 3, 2009, "FORBEARANCE AGREEMENT") 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")

Ladies and Gentlemen:

All capitalized terms not defined in this fourth amendment ("Fourth 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 forbear until May 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 April 30, 2009 is conditioned on fulfillment of the following condition precedent: this Fourth Amendment is approved by an order satisfactory to Comerica and its Canadian counsel by the Ontario Superior Court of Justice (the "Court") in the CCAA proceeding of NMC and Nova Scotia (Court File No. 09-CL-7960) ("CCAA Proceeding").
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 Fourth Amendment or are inconsistent with this Fourth Amendment, then this Fourth Amendment shall govern. For clarity, the Guarantors ratify and confirm their guaranties of the Liabilities.

3. Borrowers have advised Bank that they do not require, and will not request, additional funding from Bank under Bank's senior portion of the Loans or through additional subordinated participations purchased by customers of Borrowers and Guarantors. Accordingly, Borrowers and Guarantors acknowledge Bank is under no obligation to, and does not intend to, advance funds or extend credit to Borrowers under the Loan Documents, or otherwise.
4. All collections of accounts receivable for sales by SKD and Canadian based Guarantors arising from sales prior to April 1, 2009 shall remain subject to Bank's security interest and shall be held by the Monitor pending further order of the Court. All collections of accounts receivable for sales by Automotive and U.S. or Mexican based Guarantors shall continue to be held by Bank as cash collateral to secure the Liabilities. SKD and the Canadian based Guarantors may use funds (not to exceed U.S. \$832,000) currently held by the Monitor to wind down their operations in Canada (other than at the Brampton, Ontario facility) in accordance with the budget attached as Exhibit A. SKD and the Canadian based Guarantors will have the use of all accounts receivable collected for sales of inventory in the ordinary course of business generated from and following April 30, 2009 up to U.S. \$2,612,000, for its continuing operations in Brampton, Ontario, which amounts, for clarity, will not be applied to reduce the Liabilities.
5. Nova Scotia and NMC have filed a motion in the CCAA Proceeding seeking approval of a distribution to Bank, from the sale proceeds held by the Monitor, of an amount equal to the balance outstanding on Bank's senior portion of the Loans (but not the portion of the Loans funded through the purchase of subordinated participations by customers of the Borrowers and Guarantors). Concurrently with execution of this Fourth Amendment, the senior portion of the Loans will be paid in full in accordance with an order satisfactory to Bank.
6. Concurrently with execution of this Fourth Amendment, Borrowers shall pay to Bank a fee of U.S. \$50,000 (the "Fee"), which shall be fully earned and non-refundable.
7. This Fourth 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 Fourth 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.
8. 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.

9. As of the date of this Fourth 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 Fourth Amendment, when executed by all parties.
10. Borrowers and Guarantors acknowledge that they have reviewed (or have had the opportunity to review) this Fourth Amendment with counsel of their choice and have executed this Fourth Amendment of their own free will and accord and without duress or coercion of any kind by Bank or any other person or entity.
11. **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 FOURTH AMENDMENT, THE OTHER LOAN DOCUMENTS OR THE LIABILITIES.**
12. **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.**
13. **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 FOURTH AMENDMENT, WHETHER KNOWN OR UNKNOWN, AGAINST ANY OR ALL OF BANK, BANK'S EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, STOCKHOLDERS, AFFILIATES AND SUCCESSORS AND ASSIGNS.

14. This Fourth 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 Fourth Amendment. Except as modified by this Fourth Amendment, the Forbearance Agreement and other Loan Documents shall be unaltered, and shall remain in full force and effect.
15. Borrowers and Guarantors shall properly execute this Fourth Amendment and deliver same to the undersigned, and the order approving this Fourth Amendment, by no later than April 30, 2009.

Bank reserves the right to terminate its forbearance prior to May 31, 2009, in the event of any new defaults under the Loan Documents, defaults under this Fourth 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,

Gary P. Mach
Vice President
Comerica Bank
One Detroit Center
500 Woodward Avenue, 4th Floor
Detroit, MI 48226
(313) 222-3687
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: _____

Vytas Ambutas

Its: Secretary

TAB C

**This is Exhibit "C" referred to in the
affidavit of Christopher Garrah
sworn before me, this
30th day of April, 2009**

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line and a small 'x' mark.

A Commissioner, etc.

SKD Canada Consolidated US\$
Monthly Cash Flow Forecast

	<u>31-May</u>
Total Receipts	-
Disbursements	
Accounts Payable - Trade	310
Payroll	65
Restructuring Fees	400
Management Fees to SKD AG	25
Administration (Troy)	<u>32</u>
Total Disbursements	832
Net Cash Flow	(832)
Opening Cash Balance	-
Closing Cash Balance	(832)

TAB D

**This is Exhibit "D" referred to in the
affidavit of Christopher Garrah
sworn before me, this
30th day of April, 2009**



A Commissioner, etc.

Amendment to Additional Participations and Allocation Agreement

General Motors Corporation (“GM”), Ford Motor Company (“Ford”), Chrysler LLC (“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”) (Honda, collectively with GM, Ford, and Chrysler, the “Participants,” and each individually, a “Participant”), SKD Automotive Group, Limited Partnership and SKD Company (collectively, the “Borrowers”), and 2515080 Nova Scotia Company; NMC Canada, Inc.; Eassa Mexico, S. De R.L. De C.V.; SKD De Mexico, S. De R.L. De C.V.; SKD, L.P.; and SKD Holdings, L.P. (collectively, the “Guarantors”) enter into this Amendment to the Additional Participations and Allocation Agreement (the “Amendment”) effective as of March 1, 2009.

RECITALS

- A. The Participants, the Borrowers and the Guarantors entered into an Additional Participations and Allocation Agreement dated January 21, 2009 (“Additional Participations and Allocation Agreement”).
- B. The Participants, the Borrowers and the Guarantors have agreed to certain modifications to the Additional Participations and Allocation Agreement and as 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, the Participants, the Borrowers and the Guarantors agree as follows:

1. Immediately before the Section entitled “Allocation of Loans and Proceeds from Collateral” the following Section shall be added:

Purchase of March 2009 Participations. The Participants have agreed to purchase additional participations under the Participation Agreement to fund continued production by SKD Company after February 27, 2009 (such participations, not including any Non-Go Forward Employee Participations, are hereinafter referred to as the “March 2009 Participations”). Notwithstanding anything to the contrary in the Participation Agreement, the Loan Documents, or any other agreement, with respect to the March 2009 Participations, each Participant hereby waives any right that such Participant may have to recover any portion of the March 2009 Participations from any assets other than the Canadian Collateral (as defined below). Each Participant further agrees not to assert any rights, remedies, or claims, with respect to its Respective Percentage of the March 2009 Participations, against any assets other than the Canadian Collateral and against any party to the Loan Documents other than SKD Company, 2515080 Nova Scotia Company, and NMC Canada, Inc.

2. The Section entitled “Allocation of Loans and Proceeds from Collateral” is hereby deleted and is replaced with the following:

Allocation of Loans and Proceeds from Collateral. The Borrowers and the Participants have requested that the Lender allocate the outstanding amounts under the Revolving Facility (as defined in the Loan Documents) between the Borrowers in accordance with the Loans actually made to each respective Borrower and that, in furtherance thereof, the Lender would recover (a) amounts loaned to SKD Company, first from proceeds of the collateral owned by SKD Company and the Guarantors organized in Canada (the "Canadian Collateral") and (b) amounts loaned to Automotive, first from proceeds of the collateral owned by Automotive and the Guarantors organized in the United States or Mexico (the "U.S. Collateral"); provided that, if the Lender receives payment from or attributable to proceeds of U.S. Collateral that exceeds the amount outstanding under the Revolving Facility that was attributable or loaned to Automotive (including interest and other Liabilities related thereto), the Lender may hold such excess amounts in a segregated cash collateral account without applying such amounts to reduce the loans to SKD Company (including interest and other Liabilities related thereto). In the event that the Lender does not agree to the allocation of the Loans and proceeds of collateral between Automotive and SKD Company as described in this paragraph, and if the Lender is repaid with proceeds from U.S. Collateral to satisfy loans to SKD Company, then Automotive and each U.S. Guarantor under the Loan Documents, including but not limited to SKD, L.P., shall be subrogated to the rights of the Lender to collect from SKD Company the amounts that were paid to the Lender from proceeds of U.S. Collateral to satisfy the loans to SKD Company (including interest and other Liabilities related thereto).

To the extent that the Participants are entitled to receive any payment on account of the Senior Participations under the Participation Agreement after satisfaction of the senior obligations of the Borrowers to the Lender (as described in the immediately preceding paragraph), such payment shall be paid, pursuant to section 7 of the Participation Agreement, to a disbursing agent to be distributed in the following manner:

- (i) First, to each Participant in accordance with the Respective Percentages (as defined in the Participation Agreement) of the Senior Participations; provided that (x) with respect to the portion of the Respective Percentages of the Senior Participation of each Participant that was used to fund loans to Automotive (the "U.S. Participant Portion"), each Participant shall be limited to recovering their U.S. Participant Portion amounts from proceeds of U.S. Collateral and (y) with respect to the portion of the Respective Percentages of the Senior Participation of each Participant that was used to fund loans to SKD Company (the "Canadian Participant Portion"), each Participant shall be limited to recovering their Canadian Participant Portion amounts from proceeds of Canadian Collateral; provided, further, to the extent the dollar amount of the recovery of GM's Respective Percentage of the U.S. Participant Portion is prejudiced by the operation of the Canadian business during the period from March 11, 2009 to March 31, 2009, GM's Respective Percentage of the U.S. Participant Portion shall be paid in full from the proceeds of the U.S. Collateral prior to payment to any other Participant from the proceeds of the U.S. Collateral;

- (ii) Second, to the extent that the Senior Participations, other than the March 2009 Participations, exceed the proceeds of the Canadian Collateral (the "Canadian Participants Deficiency"), 50% of the Canadian Participants Deficiency shall be paid to the Participants in accordance with their Respective Percentages from proceeds of U.S. Collateral;
- (iii) Third, to holders of unsecured, third-party vendor claims against SKD, L.P. (excluding (x) any unpaid Canadian Participants Deficiency, if applicable and (y) holders of unsecured intercompany claims discussed in (iv)(y) below) from proceeds of U.S. Collateral in the aggregate amount not to exceed \$4 million;
- (iv) Fourth, with respect to proceeds from any remaining U.S. Collateral, pro rata amounts shall be distributed between (x) holders of unsecured intercompany claims against SKD, L.P., described on Exhibit 2 attached hereto as of December 31, 2008, and (y) Participants in their Respective Percentages of any unpaid Canadian Participants Deficiency if applicable (for the avoidance of doubt, excluding any unpaid March 2009 Participations), as if the unpaid Canadian Participants Deficiency were unsecured; and
- (v) Fifth, to holders of all remaining intercompany claims against SKD, L.P.

3. This Amendment shall be construed in accordance with the laws of the State of Michigan (without reference to its conflict of laws principles). Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

4. Except as explicitly amended hereby, the Additional Participations and Allocation Agreement remains in full force and effect.

5. 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.

PARTICIPANTS:

GENERAL MOTORS CORPORATION

By: Akash Roy
 Its: Manager, Business Development

FORD MOTOR COMPANY

By: *Juan Lopez* *3/12/09*
Its: *Director, Body & Ext Purchasing*

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: _____

FORD MOTOR COMPANY

By: _____

Its: _____

CHRYSLER LLC

By: Jan A. Bertal JKK

Its: Sr. V.P., Treasurer & CIO

**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: _____

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: Robert D. Nelson


Its: Robert D. Nelson Asst. V.P.

Each of undersigned consents and agrees to all terms and conditions of the foregoing Amendment.

"BORROWERS"

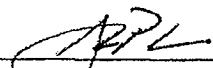
**SKD AUTOMOTIVE GROUP,
LIMITED PARTNERSHIP**

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

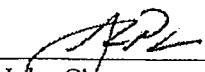
"GUARANTORS"

NMC CANADA INC.

By: 
Vytas Ambutas
Its: Secretary

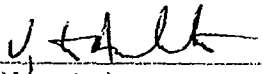
SKD HOLDING, L.P.

By: SKD Holding, Inc.
Its: General Partner

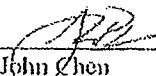
By: 
John Chen
Its: Vice President/Treasurer

SKD, L.P.

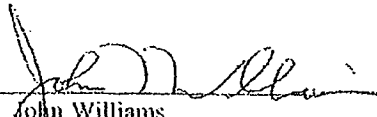
By: Quincy Holdings, Inc.
Its: General Partner

By: 
Vytautas Ambutas
Its: Secretary

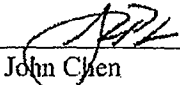
2515080 NOVA SCOTIA COMPANY

By: 
John Chen
Its: Vice President

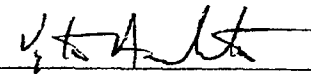
EASSA MEXICO, S. DE R.L. DE C.V.

By: 
John Williams
Its: Treasurer

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

By:  _____
John Chen
Its: Treasurer

NMC CANADA INC.

By:  _____
Vytas Ambutas
Its: Secretary

Additional Participations and Allocation Agreement

This Additional Participations and Allocation Agreement dated as of January 21, 2009 (the "Letter Agreement") is being delivered in connection with the Subordinated Participation Agreement dated January 12, 2009, as amended and restated on January 21, 2009 (the "Participation Agreement"), among General Motors Corporation ("GM"), Ford Motor Company ("Ford"), Chrysler LLC ("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") (Honda, collectively with GM, Ford, and Chrysler, the "Participants," and each individually, a "Participant"). This Letter Agreement is contemplated by the Participation Agreement, as amended and restated, and is among the Participants, the Borrowers and the Guarantors (each as defined below) and sets forth certain requirements for the purchase of additional Participations (as defined below) and the distribution of the proceeds of the Borrowers' (as defined below) collateral. With respect to the parties to this Letter Agreement, to the extent of any discrepancy between the Participation Agreement and this Letter Agreement, this Letter Agreement shall control.

Background. Comerica Bank (the "Lender") has various loans and other financial accommodations outstanding to SKD Automotive Group, Limited Partnership ("Automotive") and SKD Company (together with Automotive, the "Borrowers"), all or part of which loans are guaranteed by 2515080 Nova Scotia Company; NMC Canada, Inc.; Eassa Mexico, S. De R.L. De C.V.; SKD De Mexico, S. De R.L. De C.V.; SKD, L.P.; and SKD Holdings, L.P. (collectively, the "Guarantors"), under a forbearance agreement and various other loan and collateral documents, as amended (the "Loan Documents"). References to Borrowers include Borrowers as debtors in any Canadian or U.S. CCAA or bankruptcy proceedings. Participants have agreed in accordance with the terms and conditions of the Participation Agreement to purchase from the Lender for cash, at par, undivided subordinated interests (each a "Participation") in the Loans (as defined in the Participation Agreement) as more fully set forth in the Participation Agreement. The Lender, SKD Company, and the Participants also intend to enter into an accommodation agreement (the "Accommodation Agreement"), whereby the parties would agree to certain funding and operational terms, among other things. The Lender, SKD, L.P., SKD De Mexico, D. De R.L. De C.V., and the Participants also expect to enter into an agreement substantially similar to the Accommodation Agreement. Capitalized terms not defined in this Letter Agreement are defined in the Participation Agreement.

Use of Proceeds for Employee Retention. Each Participant agrees to purchase additional Participations (the "Non-Go Forward Employee Participations" and together with the Participations, the "Senior Participations") under the terms of the Participation Agreement and the Borrowers will use the proceeds of the Non-Go Forward Employee Participations to fund payments under the existing employee retention plan for employees who will not maintain continued employment (the "Non-Go Forward Employees") in accordance with the per-employee allocation under the existing retention program as set forth on Exhibit 1 attached hereto, in an aggregate amount not to exceed \$ 1,475,831.00. For the avoidance of doubt, the Non-Go Forward Employee Participations are amounts in excess of the \$200,000 allotment for retention payments for Non-Go Forward Employees included in the budget attached to the Accommodation Agreement and will be purchased as the corresponding obligations to the Non-

Go Forward Employees are incurred. For clarity, GM will not fund any portion of the employee retention relating to Canadian operations. In addition to the Non-Go Forward Employees, Exhibit 1 includes employees that may be offered continued employment by a going concern sale (the "Go-Forward Employees"). The Participants have no obligation to fund any retention payments for the Go-Forward Employees (the "Go-Forward Payments"). However, the Participants hereby acknowledge and agree that the Borrowers may request that a purchaser fund and/or assume the Go-Forward Payments in connection with any acquisition of assets of any Borrower and/or any of their affiliates.

Allocation of Loans and Proceeds from Collateral. The Borrowers and the Participants have requested that the Lender allocate the outstanding amounts under the Revolving Facility (as defined in the Loan Documents) between the Borrowers in accordance with the Loans actually made to each respective Borrower and that, in furtherance thereof, the Lender would recover (a) amounts loaned to SKD Company, first from proceeds of the collateral owned by SKD Company and the Guarantors organized in Canada (the "Canadian Collateral") and (b) amounts loaned to Automotive, first from proceeds of the collateral owned by Automotive and the Guarantors organized in the United States or Mexico (the "U.S. Collateral"); provided that, if the Lender receives payment from or attributable to proceeds of U.S. Collateral that exceeds the amount outstanding under the Revolving Facility that was attributable or loaned to Automotive (including interest and other Liabilities related thereto), the Lender may hold such excess amounts in a segregated cash collateral account without applying such amounts to reduce the loans to SKD Company (including interest and other Liabilities related thereto). In the event that the Lender does not agree to the allocation of the Loans and proceeds of collateral between Automotive and SKD Company as described in this paragraph, and if the Lender is repaid with proceeds from U.S. Collateral to satisfy loans to SKD Company, then Automotive and each U.S. Guarantor under the Loan Documents, including but not limited to SKD, L.P., shall be subrogated to the rights of the Lender to collect from SKD Company the amounts that were paid to the Lender from proceeds of U.S. Collateral to satisfy the loans to SKD Company (including interest and other Liabilities related thereto).

To the extent that the Participants are entitled to receive any payment on account of the Senior Participations under the Participation Agreement after satisfaction of the senior obligations of the Borrowers to the Lender (as described in the immediately preceding paragraph), such payment shall be paid, pursuant to section 7 of the Participation Agreement, to a disbursing agent to be distributed in the following manner:

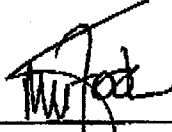
- (i) First, to each Participant in accordance with the Respective Percentages (as defined in the Participation Agreement) of the Senior Participations; provided that (x) with respect to the portion of the Respective Percentages of the Senior Participation of each Participant that was used to fund loans to Automotive (the "U.S. Participant Portion"), each Participant shall be limited to recovering their U.S. Participant Portion amounts from proceeds of U.S. Collateral and (y) with respect to the portion of the Respective Percentages of the Senior Participation of each Participant that was used to fund loans to SKD Company (the "Canadian Participant Portion"), each Participant shall be limited to recovering their Canadian Participant Portion amounts from proceeds of Canadian Collateral;

- (ii) Second, in the event there are insufficient proceeds from Canadian Collateral to satisfy the amounts owed to the Participants as described in clause (i)(y) above thereby leaving certain Canadian Participant Portion amounts unpaid to the Participants (the "Canadian Participants Deficiency"), 50% of the Canadian Participants Deficiency shall be paid to the Participants in accordance with their Respective Percentages from proceeds of U.S. Collateral;
- (iii) Third, to holders of unsecured, third-party vendor claims against SKD, L.P. (excluding (x) any unpaid Canadian Participants Deficiency, if applicable and (y) holders of unsecured intercompany claims discussed in (iv)(y) below) from proceeds of U.S. Collateral in the aggregate amount not to exceed \$4 million;
- (iv) Fourth, with respect to proceeds from any remaining U.S. Collateral, pro rata amounts shall be distributed between (x) holders of unsecured intercompany claims against SKD, L.P., described on Exhibit 2 attached hereto as of December 31, 2008, and (y) Participants in their Respective Percentages of any unpaid Canadian Participants Deficiency if applicable, as if the unpaid Canadian Participants Deficiency were unsecured; and
- (v) Fifth, to holders of all remaining intercompany claims against SKD, L.P.

This Letter Agreement shall be construed in accordance with the laws of the State of Michigan (without reference to its conflict of laws principles). Whenever possible, each provision of this Letter Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Letter Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Letter Agreement.

PARTICIPANTS:

GENERAL MOTORS CORPORATION

By: 
 Its: Director, Supply Resic NGT.

FORD MOTOR COMPANY

By: Kelly C. Stange ^{4/21/09}
Its: Purchasing Manager

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: _____

FORD MOTOR COMPANY

By: _____

Its: _____

CHRYSLER LLC

By: Jana A Bertal RRK

Its: SVP, Treasurer + CIO

**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: _____

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: Robert D. Nelson AVP

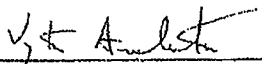
Its: Robert D. Nelson AVP

Each of undersigned consents and agrees to all terms and conditions of the foregoing Letter Agreement. In addition, each of the undersigned Guarantors consents to the foregoing and acknowledges and agrees that: (i) the Loan Documents, this Letter Agreement, and every other document executed or delivered in connection with the transactions contemplated hereby, and all the terms and conditions thereof, shall be and remain in full and force and effect with the changes effected by this Letter Agreement deemed to be incorporated therein; (ii) neither the validity, priority and enforceability of the Loan Documents, nor its guaranty of the Borrowers' obligations thereunder shall be affected or impaired by the consummation of the transactions contemplated hereby; and (iii) as of the date hereof, its guaranty of the Borrowers' obligations under the Loan Documents is its valid obligation, enforceable in accordance with its terms without defense or setoff by or on behalf of such Guarantor.

"BORROWERS"

**SKD AUTOMOTIVE GROUP,
LIMITED PARTNERSHIP**

By: PL International Corporation
Its: General Partner

By: 
Vytas Ambutas
Its: Secretary

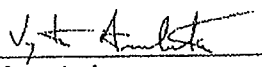
SKD COMPANY

By: 2515080 Nova Scotia Company
Its: General Partner

By: 
John Chen
Its: Vice President

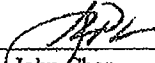
"GUARANTORS"

NMC CANADA INC.

By: 
Vytas Ambutas
Its: Secretary

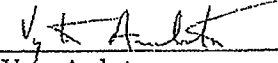
SKD HOLDING, L.P.

By: SKD Holding, Inc.
Its: General Partner

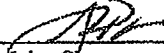
By: 
John Chen
Its: Vice President/Treasurer

SKD, L.P.

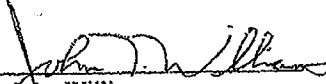
By: Quincy Holdings, Inc.
Its: General Partner

By: 
Vyfas 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: 
Vytautas Ambutas
Its: Secretary

Exhibit 1

**SKDAG
Summary
Estimated Retention Bonuses
USD**

Location	Functional Currency			Total USD
	USD	CND	MXP	
HQ Troy	\$ 439,207			\$ 439,207
HQ Canada		225,092		180,073
Brampton		177,018		141,614
Milton		248,204		198,563
Mississauga		186,177		148,942
Jonesville	275,483			275,483
Mexico	-	-	1,241,302	91,948
Total	\$ 714,690	\$ 836,491	\$ 1,241,302	\$ 1,475,831

Exchange Rates

CND
MXP

vs USD

0.80
13.50

Inputs for all worksheets. Do not change elsewhere.

SKD Troy

Troy Headquarters

NAME	Retention Bonus	Months
Employee 1	\$ 137,952	8
Employee 2	38,450	3
Employee 4	18,000	3
Employee 8	9,613	2
Employee 15	33,977	3
Employee 18	23,189	3
Employee 22	21,250	3
Employee 27	22,125	3
Employee 29	26,433	3
Employee 37	31,215	3
Employee 43	38,451	3
Employee 50	38,550	3
	\$ 439,207	

SKD Canada Admin

Canadian Administration

NAME	Retention Bonus	
	CND	Months
Employee 3	\$36,225	3
Employee 4	\$23,751	3
Employee 7	\$127,890	10
Employee 8	<u>\$37,226</u>	5
Total SKD Admin Cdn.\$	\$225,092	

Milton Division

No.	Name	Amount	Months
		CND	
3	Employee 3	29,374.98	3
8	Employee 8	11,898.18	3
9	Employee 9	18,180.00	3
11	Employee 11	14,125.02	3
19	Employee 19	16,825.02	3
39	Employee 39	41,553.78	3
40	Employee 40	17,796.90	3
42	Employee 42	16,377.42	3
43	Employee 43	29,374.98	3
44	Employee 44	21,996.00	3
53	Employee 53	15,101.70	3
55	Employee 55	15,600.00	3
Totals		248,203.98	

Brampton Division

	<u>CND</u>	<u>Months</u>
Employee 4	24,000.00	3
Employee 10	15,654.96	3
Employee 24	22,500.00	3
Employee 25	25,375.02	3
Employee 26	36,874.98	3
Employee 33	19,999.98	3
Employee 36	17,496.42	3
Employee 38	15,116.46	3
Totals	177,017.82	

Mississauga Division

<u>Name</u>	<u>CND</u>	<u>Months</u>
Employee 1	28,749.96	3
Employee 2	-	
Employee 3	-	
Employee 4	-	
Employee 5	-	
Employee 6	-	
Employee 7	20,992.02	3
Employee 8	-	
Employee 9	-	
Employee 10	-	
Employee 11	-	
Employee 12	-	
Employee 13	13,866.54	3
Employee 14	-	
Employee 15	-	
Employee 16	-	
Employee 17	-	
Employee 18	-	
Employee 19	33,124.98	3
Employee 20	-	
Employee 21	-	
Employee 22	-	
Employee 23	-	
Employee 24	-	
Employee 25	-	
Employee 26	-	
Employee 27	-	
Employee 28	-	
Employee 29	-	
Employee 30	-	
Employee 31	-	
Employee 32	-	
Employee 33	-	
Employee 42	16,412.46	3
Employee 47	19,999.98	3
Employee 49	16,246.14	3
Employee 52	10,580.46	3
Employee 56	12,654.06	3
Employee 61	13,550.70	3
Totals	186,177.30	

SKD LP Jonesville

NAME	Retention Bonus	<u>Months</u>
Employee 2	\$22,081	3
Employee 7	\$23,625	3
Employee 12	\$35,310	3
Employee 22	\$14,608	3
Employee 24	\$13,515	3
Employee 25	\$18,545	3
Employee 30	\$26,250	3
Employee 42	\$27,574	3
Employee 74	\$26,107	3
Employee 78	\$16,720	3
Employee 89	\$14,396	3
Employee 94	\$21,781	3
Employee 95	\$14,972	3
Total Employees	\$275,483	

SKD de Mexico

Name	Retention		
	USD	MXP	Months
Employee 7	6,666.67	90,000.00	3
Employee 16	12,648.44	170,754.00	3
Employee 24	5,642.00	76,167.00	3
Employee 25	9,731.80	131,379.30	3
Employee 26	4,243.13	57,282.30	3
Employee 43	10,346.20	139,673.70	3
Employee 48	7,201.13	97,215.30	3
Employee 55	7,691.11	103,830.00	3
Employee 79	27,777.78	375,000.00	3
Totals	91,948.27	1,241,301.60	

**SKD LP
INTERCOMPANY BALANCES
AT DECEMBER 31, 2008**

EXHIBIT 2

	<u>USD</u>
SKD LP - Notes Payable	
-- SKDAG Admin	\$ 36,500,000
Intercompany Notes Payable	<u><u>\$ 36,500,000</u></u>

**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

Court File No. 09-CL-7960

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

SUPPLEMENTARY MOTION RECORD

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Lawyers for the Applicants