

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 Thursday, May 21, 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 substantially in form attached as Schedule “A” hereto:
 - (a) abridging the time for service of the notice of motion and motion record and dispensing with further service;
 - (b) authorizing and empowering SKD Company, by the Applicants as its general partners, to enter into an Agreement of Purchase and Sale (the “**Purchase Agreement**”) with Martinrea Fabco Metallic Canada Inc. (“**Martinrea**”),

substantially in the form attached as Exhibit “A” to the Affidavit of John Chen sworn May 18, 2009 (the “**Chen Affidavit**”);

- (c) authorizing and directing the Applicants and SKD Company to complete the transactions contemplated by the Purchase Agreement, and to take such actions and execute such documents and assurances as are necessary or incidental thereto;
 - (d) declaring that immediately upon the filing by the Monitor of a certificate substantially in the form attached as Schedule “A” to the draft Order, all right, title and interest in the assets described in the schedule attached to such Monitor’s Certificate (the “**Purchased Assets**”) shall vest absolutely in Martinrea, free and clear from all claims;
 - (e) declaring that the sales of the Purchased Assets under the Purchase Agreement shall be exempt from the application of the *Bulk Sales Act* (Ontario);
 - (f) declaring that, notwithstanding the pendency of these proceedings and any application for a bankruptcy order or assignment in bankruptcy in respect of the Applicants or SKD Company, the Purchase Agreement, any vesting of title in and to the Purchased Assets, and the provisions of this Order shall be binding on any trustee in bankruptcy and shall not be void or voidable by any creditors of the Applicants or SKD Company; and
 - (g) approving the Eighth Report to be filed by Monitor, and the actions and activities of the Monitor as reported therein; and
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 designed and manufactured metal components and weldments for automakers in the North American automotive industry, 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 Orders of this Honourable Court dated February 18, 2009, February 27, 2009, March 9, 2009, March 10, 2009, March 11, 2009, March 31, 2009 and April 30, 2009, the Stay Period as defined in the Initial Order was further extended until and including May 31, 2009;
- (e) subject to the approval of this Honourable Court, SKD Company has agreed to sell the Purchased Assets to Martinrea under the Purchase Agreement;
- (f) the purchase price to be paid by Martinrea under the Purchase Agreement is reasonable and appropriate in the circumstances;
- (g) 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;
- (h) 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 Eighth Report

with this Honourable Court in relation to the approval of the Purchase Agreement and detailing the actions and activities of the Monitor since the date of its last report to this Honourable Court;

- (i) 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;
- (j) the provisions of the CCAA, and in particular s.11 thereof, and the inherent and equitable jurisdiction of this Honourable Court;
- (k) 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
- (l) 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 May 18, 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, the Fourth Report, the Fifth Report, the Sixth Report, the Seventh Report and the Eighth 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: May 19, 2009

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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

NOTICE OF MOTION

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TAB A

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) THURSDAY, THE 21ST DAY
) OF MAY, 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, NMC Canada Inc. and 2515080 Nova Scotia Company (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, as extended from time to time (the "**Initial Order**"), the affidavit of John Chen sworn May 18, 2009, (the "**Chen Affidavit**") and the Eighth Report (the "**Eighth 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 Martinrea Fabco Metallic Canada Inc. (the “**Purchaser**”), 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, having been affected in accordance with paragraph 53 of the Initial Order.

APPROVAL OF SALE TRANSACTION

2. **THIS COURT ORDERS** that SKD Company, by the Applicants as its general partners, be and is hereby authorized and empowered to enter into the Agreement of Purchase and Sale (the “**Purchase Agreement**”) with the Purchaser, substantially in the form attached as Exhibit “A” to the Chen Affidavit, for the purchase of the Assets (as defined in the Purchase Agreement)..

3. **THIS COURT ORDERS** that the Purchase Agreement and all transactions, steps or actions contemplated under the Purchase Agreement be and are hereby approved.

4. **THIS COURT ORDERS** that the CCAA Parties are hereby authorized and directed to complete the transactions contemplated by the Purchase Agreement, and to take such steps and actions and execute and deliver such bills of sale, assignments, ancillary agreements, directions, consents, certificates, licenses, acknowledgements and other documents and assurances as are necessary or incidental thereto.

5. **THIS COURT ORDERS** that the CCAA Parties are hereby authorized to enter into such amendments to and modifications of the Purchase Agreement as they may consider necessary and appropriate and the parties thereto may agree, with the approval of the Monitor, and any

reference in this order to the Purchase Agreement shall be deemed to be a reference to the Purchase Agreement, as so amended.

6. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed to carry out the activities and functions of the Monitor set out in the Purchase Agreement, including, without limitation, retention and payment of the Purchase Price (as defined in the Purchase Agreement) and the filing with the Court of Monitor's Certificates in accordance with the terms of the Purchase Agreement.

7. **THIS COURT ORDERS AND DECLARES** that, effective immediately upon the delivery to the Purchaser by the Monitor of one or more certificates, substantially in the form of the certificate attached as Schedule "A" to this Order (each, a "**Monitor's Certificate**"), all right, title and interest in and to the Assets described in such Monitor's Certificates shall vest absolutely in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including all options to purchase all or any of the Assets pursuant to any agreement to which SKD Company is a party (collectively, the "**Claims**"), including, without limiting the generality of the foregoing, the Claims held by or in favour of the entities, or their solicitors, served with the Notice of Motion relating to the Order, and including, without limiting the generality of the foregoing: (i) all charges created by the Initial Order; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Repair and Storage Liens Act* (Ontario) and any other personal property registry system; and (iii) all security interests, options, rights and

interests of any of the Customers pursuant to the Accommodation Agreement (as defined in the Initial Order) between SKD Company, the Customers and Comerica Bank dated January 21, 2009, as subsequently amended (all of which are collectively referred to as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Assets are hereby expunged and discharged as against the Assets.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the sale proceeds of the Assets, net of applicable sales taxes and any purchase price adjustments pursuant to the Purchase Agreement (the “**Net Sale Proceeds**”), described in the schedule attached to a Monitor’s Certificate shall stand in the place and stead of such Assets, and that from and after the date of delivery of a Monitor’s Certificate all Claims and Encumbrances in relation to the Assets shall attach to the Net Sale Proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the completion of their sale to the Purchaser, as if the Assets had not been sold or delivered to the Purchaser and remained in the possession or control of the person having that possession or control immediately prior to the sale.

9. **THIS COURT ORDERS AND DECLARES** that the sale of the Assets to the Purchaser pursuant the Purchase Agreement shall be exempt from the application of the *Bulk Sales Act* (Ontario).

OTHER

10. **THIS COURT ORDERS AND DECLARES** that, notwithstanding:

- (a) the pendency of these proceedings;

- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the CCAA Parties and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the CCAA Parties:
 - (i) the Purchase Agreement and the sale of any of the Assets to the Purchaser; and
 - (ii) the vesting of title in and to the Assets in the Purchaser pursuant to this Order; and
 - (iii) the provisions of this Order;

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

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

Schedule "A" –Monitor's Certificate

Court File No. 09-CL-7960

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE *COMPANIES' CREDITORS*
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Applicants

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (the "**Court**") dated January 21, 2009, RSM Richter Inc. was appointed as the monitor of NMC Canada Inc. and 2515080 Nova Scotia Company (the "**Monitor**").

B. Pursuant to an Order of the Court dated May ◆, 2009, the Court approved an agreement of purchase and sale (the "**Purchase Agreement**") between SKD Company (the "**Debtor**"), by its general partners, NMC Canada Inc. and 2515080 Nova Scotia Company, and Martinrea Fabco Metallic Canada Inc. (the "**Purchaser**"), for the purchase by the Purchaser of certain assets of the Debtor (the "**Assets**").

C. Pursuant to the Purchase Agreement, the vesting in the Purchaser of the right, title and interest in and to the Assets pursuant to the Purchase Agreement is to be effective with respect to the Assets only upon the delivery by the Monitor to the Purchaser of a certificate which certificate confirms (i) the delivery to the Monitor of the Purchase Price (as defined in the Purchase Agreement) in accordance with the Purchase Agreement; (ii) that each of the

conditions to Closing as set out in Section 4 of the Purchase Agreement have been satisfied or waived by the Debtor and/or the Purchaser, as applicable; and (iii) the Monitor is satisfied that the transaction relating to the Assets has otherwise been completed in accordance with the Purchase Agreement.

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

THE MONITOR HEREBY CERTIFIES the following:

- 1. The Assets are as described in Schedule “A” attached to this Certificate.
- 2. The Purchaser has paid, and the Monitor has received payment of, the Purchase Price for the Assets;
- 3. The conditions to the Closing as set out in Section 4 of the Purchase Agreement have been satisfied or waived by the Debtor and/or the Purchaser, as applicable; and
- 4. The Monitor is satisfied that the transaction relating to the Assets has been completed in accordance with the Purchase Agreement.

[NTD: Where the Assets are Equipment, insert “The Monitor has received a Removal Certificate confirming that the Equipment described in Schedule “A” has been removed from the Premises (as defined in the Purchase Agreement).]

Dated at Toronto this day of , 2009.

RSM Richter Inc., in its capacity as the court-appointed Monitor of SKD Company, NMC Canada Inc. and 2515080 Nova Scotia Company and not in its personal or corporate capacity

Per: _____
Name:
Title:

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

ORDER

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Lawyers for the Applicants

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 or formerly 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 or were 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 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, March 10, 2009, March 11, 2009, March 31, 2009 and April 30, 2009, the Stay Period was extended to May 31, 2009.

7. This affidavit is being sworn in support of a motion to approve certain agreements to be entered into by SKD Company in connection with the sale of certain of its property and assets.

8. The background to this matter is further described in my Affidavits sworn in this proceeding on January 21, 2009, February 13, 2009, February 26, 2009, March 11, 2009, March 28, 2009, March 31, 2009, April 28, 2009 and May 5, 2009, respectively, and the Affidavits of Christopher Garrah sworn on February 27, 2009, April 3, 2009 and April 30, 2009.

APPROVAL OF MARTINREA SALES AGREEMENT

9. My Affidavits filed in this proceeding, and the reports filed by RSM Richter Inc., the Monitor of the Applicants (the "Monitor"), have described the progress of the steps that have been ongoing to wind down the operations of SKD Company and effect the sales of SKD Company's assets and inventory, in accordance with Orders made by this Honourable Court.

10. As previously indicated, production at SKD Company's facilities in Milton and Mississauga has ceased. SKD Company has given notice and vacated its former leased premises located at 7345 and 7345A East Danbro Crescent, Mississauga and 6495 Tomken Road, Mississauga, and is proceeding with the listing of SKD Company's Milton facility for sale.

11. In my Affidavit sworn April 30, 2009, I advised this Honourable Court that SKD Company had been in negotiations with Chrysler regarding arrangements to continue production at SKD Company's Brampton facility up to October 31, 2009, in order to build a parts bank for Chrysler. Chrysler's plans have changed since those negotiations commenced, as a result of which Chrysler has recently decided that it no longer requires continuing production by SKD Company at Brampton, but instead prefers that the floor pan line at Brampton to be moved immediately to a third party to whom Chrysler proposes to resource production.

12. Accordingly, SKD Company has proceeded to negotiate a purchase agreement for assets used in relation to the production of the floor pan line at Brampton, with a purchaser affiliated with the purchasers who previously purchased other assets of SKD Company formerly used to produce component parts for Chrysler and SKD Company's other Customers.

13. Subject to the approval of this Honourable Court, SKD Company has agreed to enter into an agreement of purchase and sale (the "**Purchase Agreement**") with Martinrea Fabco Metallic Canada Inc. ("**Martinrea**"). The Purchase Agreement provides for the sale to Martinrea of certain assets defined in the Purchase Agreement (the "**Purchased Assets**"), which assets include the machinery and manufacturing and other equipment located at SKD Company's Brampton facility that are necessary to manufacture the floor pan assembly and related components; certain related contracts, intellectual property and records; as well as all raw materials and work in process inventory used in connection with the production of the floor pan assembly parts. A true copy of the proposed form of the Purchase Agreement between SKD

Company and Martinrea is attached as Exhibit "A" to my affidavit.

14. I believe that the Purchase Price (as defined in paragraph 2.6 of the Purchase Agreement) to be paid by Martinrea for the Purchased Assets is consistent with liquidation values, and is reasonable and appropriate in the circumstances.

15. In conjunction with the sale of the Purchased Assets and a resourcing notice delivered by SKD Company to Chrysler on May 11, 2009, Chrysler is also purchasing certain finished goods inventory from SKD Company, in accordance with the Accommodation Agreement, as approved by this Honourable Court in the Initial Order and amended by amending agreements authorized by Orders made by this Honourable Court on February 27, 2009, March 11, 2009 and April 3, 2009. A copy of the said resourcing notice is attached as Exhibit "B" to this Affidavit.

16. As there will not be continuing production at the Brampton facility, there is no reason to delay disposition of SKD Company's Brampton assets. SKD Company will therefore be proceeding, with the assistance of the Monitor, to put arrangements in place to wind-down the Brampton facility, to list the property located at 40 Holtby Avenue, Brampton for sale, and to dispose of the remaining Brampton assets.

VESTING ORDER

17. It is a condition of the Purchase Agreement that an order of this Honourable Court shall be obtained approving the Purchase Agreement and vesting in Martinrea all the right, title and interest of SKD Company in the Purchased Assets. Vesting order provisions are included in the draft Order attached as Schedule "A" to the Notice of Motion.

CONCLUSION


18. The proposed sale is to a purchaser agreeable to Chrysler and represents a means for obtaining value for the Purchased Assets that I believe is fair and reasonable in the circumstances, and therefore in the best interests of the creditors of SKD Company.

19. The Applicants continue to acting in good faith and with due diligence in fulfilling their obligations under the Initial Order and subsequent Orders of this Court.

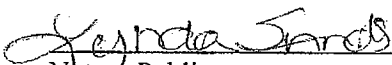
20. This affidavit is sworn in support of the motion of the Applicants for an order for the

relief sought in the Notice of Motion, and for no other or improper purpose.

SWORN BEFORE ME at the)
City of)
in the State of)
this 18. day of May, 2009)
)
)



John Chen



Notary Public

LYNDA SANDS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Oct. 24, 2012
Acting in the County of Calhoun

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
251 5080 NOVA SCOTIA COMPANY

Court File No: 09-CL-7960

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

LYNDA SANDS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Oct 24, 2012
Acting in the County of *Macomb*



AFFIDAVIT OF JOHN CHEN

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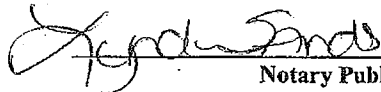
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Lawyers for the Applicants

TAB A

This is Exhibit "A" referred to in the
affidavit of John Chen
sworn before me, this
18 day of May, 2009



Notary Public

LYNDA SANDS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Oct. 24, 2012
Acting in the County of Oakland

AGREEMENT OF PURCHASE AND SALE

Made as of the ● day of May, 2009

Between

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

and

MARTINREA FABCO METALLIC CANADA INC.

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AGREEMENT OF PURCHASE AND SALE

This Agreement is made as of the ● day of May, 2009, between

**SKD Company, by its partners NMC Canada Inc.
and 2515080 Nova Scotia Company**

(collectively, the “Vendor”)

and

Martinrea Fabco Metallic Canada Inc.

(the “Purchaser”)

RECITALS

A. Pursuant to an order of the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (Commercial List) dated January 21, 2009 (the “**Initial Order**”), NMC Canada Inc. and 2515080 Nova Scotia Company, the general partners of the Vendor, and the Vendor were granted protection pursuant to the *Companies’ Creditors Arrangement Act* (Canada) (the

“CCAA”) and RSM Richter Inc. was appointed as monitor (the “**Monitor**”) in the Vendor’s CCAA proceedings.

B. The Vendor was empowered by the Initial Order to conduct a sale process with respect to the assets, property and undertaking of the Vendor.

C. The Vendor wishes to sell the Assets (as defined herein) and the Purchaser wishes to purchase the Assets, as more particularly set out herein, subject to the terms and conditions hereof.

FOR VALUE RECEIVED, the parties agree as follows:

SECTION 1 – INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) “**Accommodation Agreement**” means the accommodation agreement entered into on January 21, 2009, as amended, among the Vendor, the Customer, Ford Motor Company, 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;
- (b) “**Agreement**” means this Agreement of Purchase and Sale;
- (c) “**Approval and Vesting Order**” has the meaning set out in Section 4.3(a);
- (d) “**Assets**” means all of the Vendor’s right, title and interest in and to:
 - (i) the machinery and manufacturing and other equipment, together with all accessories, test fixtures and equipment, gauges, appurtenances, manuals and documents necessary to operate such machinery and equipment owned by the Vendor, necessary to manufacture the floor pan assembly and related component parts being produced by the Vendor for the Customer at the Premises including, for greater certainty, the machinery, manufacturing and other equipment listed on Schedule 1.1(d) hereto and the specified containers set out in Schedule 1.1(d) (the “**Equipment**”);
 - (ii) the Contracts;
 - (iii) the Intellectual Property;
 - (iv) copies of all records, books, documents and databases recorded or stored by means of any device, including in electronic form, relating to the ownership or operation of the Equipment set out in (i) above, that are in the possession or under the control of the Vendor; and

- (v) all raw materials and work in process inventory used in connection with the production of the floor pan assembly and related component parts supplied to Customer by the Vendor which are both “useable” and in a “merchantable” condition (as set forth in Section 2.11), whether currently in the possession of the Vendor or in the possession of a third party (a “Bailee”) holding same for or on behalf of the Vendor (collectively, the “Inventory”),

but for greater certainty, Assets do not include the Excluded Assets;

- (e) “**Assumed Obligations**” has the meaning set out in Section 2.4;
- (f) “**Business Day**” means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (g) “**CCAA**” has the meaning set out in the Recitals hereto;
- (h) “**Closing**” means the successful completion of the Transaction;
- (i) “**Closing Date**” means May ●, 2009, or such other date as the Purchaser and Vendor shall agree upon;
- (j) “**Contracts**” means those contracts entered into by the Vendor and listed on Schedule 1.1(j) hereto;
- (k) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (l) “**Court Approval Date**” has the meaning set out in Section 4.3(c);
- (m) “**Customer**” means, collectively, Chrysler Canada Inc., Chrysler LLC and Chrysler Motors LLC;
- (n) “**ETA**” means the *Excise Tax Act* (Canada);
- (o) “**Excluded Assets**” means, in respect of the Vendor, all of the Vendor’s property and assets other than the Assets, including for greater certainty Customer Tooling (as defined in the Accommodation Agreement), all stamping presses, cranes, forklifts and non-floor pan assembly equipment, all domestic and foreign trade-marks, service marks, business names, trade names, domain names, and trading styles of the Vendor);
- (p) “**Governmental Entity**” means any foreign, domestic, federal, territorial, provincial, state, municipal or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization, any international treaty organization, or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing

- (q) **“GST”** means all goods and service taxes payable under the ETA;
- (r) **“Initial Order”** has the meaning set out in the Recitals hereto;
- (s) **“Intellectual Property”** means a perpetual, royalty free non-exclusive licence to use all intellectual property of whatever nature and kind owned by Vendor and necessary for the use and operation of the Equipment and the manufacture of component parts for the Customer, including all patents, trade secrets, Software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques, know-how and manuals, as more particularly listed on Schedule 1.1(s) hereto, but excluding all domestic and foreign trade-marks, service marks, business names, trade names, domain names, and trading styles of the Vendor;
- (t) **“Monitor’s Certificate”** has the meaning given to that term in the Approval and Vesting Order;
- (u) **“Premises”** means the owned premises of the Vendor known municipally as 40 Holtby Avenue, Brampton, Ontario;
- (v) **“Purchaser”** means Martinrea Fabco Metallic Canada Inc.;
- (w) **“Required Consents”** means the consents listed in Schedule 1.1(w) to the extent required under the applicable Contract with respect to the assignment of such Contract by the Vendor to the Purchaser, which consents must be obtained by the Purchaser;
- (x) **“Software”** means all software owned by the Vendor and required to operate the Equipment listed in Schedule 1.1(x), including all versions in the Vendor’s possession thereof and copies of all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, and all other material related to such software;
- (y) **“Time of Closing”** means 9 a.m. (EST) on the Closing Date or such other time on the Closing Date as the parties may mutually agree;
- (z) **“Transaction”** means the transaction of purchase and sale and assignment and assumption contemplated by this Agreement; and
- (aa) **“Vendor”** means SKD Company, by its partners NMC Canada Inc. and 2515080 Nova Scotia Company.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof.

1.3 Extended Meanings

Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings.

1.4 Schedules

The following Schedules are incorporated in and form part of this Agreement:

Schedule 1.1(d) – Assets

Schedule 1.1(j) – Contracts

Schedule 1.1(s) – Intellectual Property

Schedule 1.1(w) – Required Consents

Schedule 1.1(x) – Software

Schedule 2.8 – Purchase Price Allocation

Schedule 4.3(c) – Additional Parties to be Served

SECTION 2 – SALE AND PURCHASE AND ASSIGNMENT

2.1 Sale and Purchase of Assets

Subject to the terms and conditions hereof, the Vendor shall sell to the Purchaser and the Purchaser shall purchase the Vendor's right, title and interest in the Assets. The Purchaser acknowledges that it is not purchasing any Excluded Assets.

2.2 Assignment and Assumption of Contracts

Subject to the conditions and terms hereof, the Vendor shall assign to the Purchaser all of the Vendor's rights, benefits and interests in and to the Contracts and the Purchaser shall assume the obligations and liabilities of the Vendor under the Contracts from and after the Closing Date. For greater certainty, any obligations and liabilities incurred, accruing or coming due under or

pursuant to the Contracts after the Time of Closing shall be the obligation of the Purchaser and not the Vendor.

This Agreement and any document delivered under this Agreement shall not constitute an assignment or an attempted assignment of any Contract contemplated to be assigned to the Purchaser under this Agreement which is not assignable without the consent of a third party if such consent has not been obtained, and such assignment or attempted assignment would constitute a breach of such Contract. In such case the Vendor will, for thirty (30) days after the Closing Date, hold the benefit of any Contract for which such consent or approval has not been obtained in trust for the Purchaser (but only to the extent that holding such benefit in trust without first having obtained the consent or approval of the other contracting party does not constitute a breach of, or result in a default under such Contract) and during the thirty (30) day period after the Closing Date the Purchaser shall use its best commercial efforts to continue to perform such Contracts. All benefits derived under any such Contract after the Time of Closing shall be for the benefit of the Purchaser, and the Vendor shall take or cause to be taken all action that the Purchaser may reasonably require to provide the Purchaser with the benefit thereof, it being understood that at such time as such consent or approval is obtained, the said Contract shall be automatically assigned to the Purchaser. Notwithstanding the foregoing, the Vendor shall only be required to hold the benefit of any Contract for which such consent or approval has not been obtained in trust for the Purchaser for a maximum of thirty (30) days after the Closing Date, and if such consent or approval to assignment is not obtained by the Purchaser from the applicable third party during such time period, the Vendor shall automatically cease to hold such Contract in trust for the Purchaser, such Contract shall not be assigned to the Purchaser, and the Vendor shall be entitled to terminate, cancel and/or repudiate such Contract.

2.3 "As is, Where is"

The Purchaser acknowledges that the Vendor is selling the Assets on an "as is, where is" basis as they shall exist on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to or the condition of the Assets and that the Purchaser has conducted such inspections of the condition of and title to the Assets as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Assets or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply hereto and have been waived by the Purchaser. The description of the Assets contained in the Schedules hereto is for the purpose of identification only. No representation, warranty or condition has or will be given by the Vendor concerning completeness or the accuracy of such descriptions. For greater certainty, the Purchaser acknowledges that the Vendor is only selling its rights, title and interest in assets contained in the LX2 or smaller floor pan line to the extent the Vendor has any right, title, and interest in such assets and the Purchaser acknowledges that the Customer may have an interest in such assets.

2.4 Assumed Obligations and Retained Liabilities

The Purchaser agrees that on the Closing Date it will assume and thereafter satisfy, discharge, perform and fulfill, and forever indemnify and save harmless the Vendor from and against, only the following liabilities, commitments and obligations (the “**Assumed Obligations**”):

- (a) liabilities, commitments and obligations under the Contracts and arising after the Time of Closing, excluding any liabilities that relate to any violation, default or non-performance at or prior to the Time of Closing; and
- (b) liabilities, commitments and obligations in respect of the Assets arising or incurred from and after the Time of Closing and not related to events occurring prior to the Time of Closing.

Except for the Assumed Obligations, the Vendor shall retain, and the Purchaser shall not assume, nor be responsible or liable with respect to any costs, expenses, liabilities and obligations of the Vendor, or claims of any other nature against the Vendor or related to the Excluded Assets, whether fixed, contingent or otherwise and whether known or unknown (collectively, the “**Retained Liabilities**”).

2.5 Excluded Obligations

Other than the Assumed Obligations, the Purchaser shall not assume and shall not be liable for any other liabilities or obligations of the Vendor.

2.6 Purchase Price

The purchase price for the Assets shall be the sum of:

- (a) Cdn\$900,000 plus applicable taxes for the Assets other than: (i) the Inventory; and (ii) the specified containers set out in Schedule 1.1(d);
- (b) Cdn\$100,000 plus applicable taxes for the specified containers set out in Schedule 1.1(d); and
- (c) the purchase price for the Inventory as calculated pursuant Section 2.11 plus applicable taxes,

(collectively, the “**Purchase Price**”).

2.7 Payment of the Purchase Price

At or prior to the Time of Closing, the Purchaser shall pay the Purchase Price by bank draft drawn upon a Canadian chartered bank or by wire transfer to a bank account specified, in advance, by the Monitor, as follows:

- (a) Cdn\$100,000 plus applicable taxes for the specified containers set out in Schedule 1.1(d) plus the portion of the Purchase Price relating to the Inventory plus applicable taxes, shall be paid to the Monitor (to be held by the Monitor pending further order of the Court); and
- (b) Cdn\$900,000 plus applicable taxes, representing the portion of the Purchase Price attributable to the Assets other than Inventory, shall be paid to the Monitor, to be held in trust in an interest-bearing account for the benefit of the Vendor (for subsequent distribution to parties entitled to such proceeds) and the Purchaser, as the case may be.

In the case of any funds paid by wire transfer, payments shall occur upon confirmation by the Monitor of its receipt of the funds wired in the designated bank account.

2.8 Allocation of Purchase Price

The Vendor and the Purchaser agree to allocate the Purchase Price among the Purchased Assets in accordance with Schedule 2.8 and to report the sale and purchase of the Purchased Assets for all federal, provincial and local tax purposes in a manner consistent with such allocation.

2.9 Taxes

The Purchaser shall pay on the Closing Date, in addition to the Purchase Price, all applicable federal, provincial, state or other taxes exigible in connection with the purchase and sale of the Assets including, without limitation, goods and services tax. Alternatively, where applicable, the Purchaser shall have the option to furnish the Vendor with appropriate exemption certificates in form and substance to the Vendor, acting reasonably.

The Purchaser agrees to and hereby indemnifies and saves the Vendor and the Monitor harmless from and against all claims and demands for payment of the above-mentioned taxes including penalties and interest thereon and any liability or costs incurred as a result of any failure by the Purchaser to pay such taxes when due.

2.10 Excluded Assets

For greater certainty, the Assets shall not include any of the Excluded Assets. If any of the Excluded Assets or any proceeds in respect thereof shall at any time come into the possession of or under the control of the Purchaser or any of its employees, officers or agents, such assets and/or proceeds, as applicable, shall be held by the Purchaser in trust for the benefit of the Vendor. Within two Business Days from the date on which the Purchaser or any of its employees, officers or agents, becomes aware that it has come into possession of or has obtained control over any of such assets and/or proceeds, as applicable, the Purchaser shall (a) by notice in writing delivered to the Vendor and the Monitor in accordance with the provisions hereof, so advise the Vendor, and (b) forthwith account and deliver over to the Vendor, at the Purchaser's cost, any such assets and forthwith account and deliver over to the Monitor, at the Purchaser's cost, any such proceeds. If any proceeds in respect of any Assets (other than the Purchase Price or insurance proceeds) come into the possession of or under the control of the Vendor or any of

its employees, officers or agents, such assets and/or proceeds, as applicable, shall be held by the Vendor in trust for the benefit of the Purchaser. Within five Business Days from the date on which the Vendor or any of its employees, officers or agents, comes into possession of or obtains control over any of such assets and/or proceeds, as applicable, the Vendor shall (a) by notice in writing delivered to the Purchaser, in accordance with the provisions hereof, so advise the Purchaser and (b) forthwith account and deliver over to the Purchaser any such assets and/or proceeds.

2.11 Inventory

The purchase price for the Inventory shall be calculated as follows:

- (a) for raw materials, 100% of the Vendor's actual invoiced cost; and
- (b) for work in process, 85% of the Vendor's costs, which costs shall be calculated on a percentage of completion basis based on the existing price called for in the purchase order for the component parts in issue.

The Purchaser and the Vendor shall conduct a physical inventory ("**Physical Inventory**") for the purposes of identifying the Inventory that is usable and merchantable, which Physical Inventory and determination shall be made immediately prior to the Time of Closing and evidenced by the Purchaser making payment for the applicable Inventory.

For purposes of this Agreement, the term "useable" means all Inventory that, on the date that the Physical Inventory is undertaken, is (i) not obsolete, as reasonably determined by the Purchaser in accordance with applicable industry standards for the Inventory at issue; and (ii) useable by the Purchaser in the production of component parts for the Customer, as reasonably determined by the Purchaser. The term "merchantable" means merchantable in conformance with all applicable purchase order specifications.

SECTION 3 – REPRESENTATIONS AND WARRANTIES

3.1 Purchaser's Representations

The Purchaser represents and warrants to the Vendor that:

- (a) the Purchaser is a corporation duly formed and subsisting under the laws of the Province of Ontario;
- (b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the transactions contemplated have been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree

which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;

- (d) other than filings and approvals contemplated in this Agreement, there is no requirement for the Purchaser to make any filing with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any governmental authority or other regulatory body as a condition to the lawful consummation of the Transaction;
- (e) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the transactions contemplated and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success; and
- (f) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as at the Time of Closing, duly and validly executed and delivered by the Purchaser and constitutes or will, as at the Time of Closing, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof.

3.2 Vendor's Representations

The Vendor represents and warrants to the Purchaser as follows:

- (a) SKD Company is a general partnership duly formed, organized and subsisting under the laws of the Province of Ontario;
- (b) the Vendor has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations hereunder and the execution and delivery of this Agreement and the consummation of the transactions contemplated have been duly authorized by all necessary action on the part of the Vendor;
- (c) this Agreement and all other documents contemplated hereunder to which the Vendor is or will be a party have been or will be, as at the Time of Closing, duly and validly executed and delivered by the Vendor and constitutes or will, as at the Time of Closing, constitute legal, valid and binding obligations of the Vendor, as the case may be, enforceable in accordance with the terms hereof or thereof;

- (d) subject to the granting of the Approval and Vesting Order, the Vendor has the right to enter into this Agreement and to complete the Transaction;
- (e) the Vendor is a Canadian partnership as that term is defined in the *Income Tax Act* (Canada); and
- (f) the Vendor is registered under Part IX of the ETA and its registration number is 12300 8963 RT0001.

SECTION 4 – CONDITIONS

4.1 Conditions – Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed:

- (a) At or prior to the Time of Closing:
 - (i) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Time of Closing with the same effect as though made on and as of the Time of Closing;
 - (ii) the Vendor shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Time of Closing; and
 - (iii) no action or proceedings shall be pending to restrain or prohibit the completion of the Transaction contemplated by this Agreement;
- (b) at or prior to the Time of Closing the Purchaser shall have received all Required Consents on terms acceptable to the Purchaser, acting reasonably;
- (c) at or prior to the Time of Closing, no person shall attempt to restrain, enjoin or interfere with the removal of the Assets (whether by legal process or otherwise) by the Purchaser; and
- (d) at or prior to the Time of Closing, the Purchaser shall have received confirmation, on terms acceptable to it in its sole discretion, that the Customer will and is able to issue new purchase orders in favour of the Purchaser and to transfer any required tooling and equipment owned by the Customer from the Premises.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

4.2 Conditions – Vendor

The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed:

- (a) at or prior to the Time of Closing:
 - (i) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Time of Closing with the same effect as though made on and as of the Time of Closing;
 - (ii) the Purchaser shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Time of Closing;
 - (iii) no action or proceedings shall be pending to restrain or prohibit the completion of the Transaction contemplated by this Agreement; and
- (b) the Vendor shall not have lost its ability to convey the Assets or any part thereof;
- (c) at or prior to the Time of Closing, the Vendor shall be satisfied that it has sufficient funding to permit the Vendor to pay all obligations, insurance, heat, electricity and other occupation costs in relation to the Premises to and including the end of June, 2009; and
- (d) at or prior to the Time of Closing, the Customer shall have paid to the Monitor, in trust for the Vendor: (i) all of the accounts payable owed by the Customer to the Vendor as of the Closing Date; and (ii) the purchase price (plus applicable taxes) for the Inventory (for the purpose of this Section 4.2(d) as defined in the Accommodation Agreement) to be purchased by the Customer pursuant to the Accommodation Agreement. Additionally, prior to the Time of Closing, the Customer shall have paid to the Seller USD \$193,000 for the costs of operating the Premises for the month of May, 2009.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing.

4.3 Mutual Conditions

The obligations of the Vendor and the Purchaser are subject to the conditions that at or prior to the Time of Closing:

- (a) the Vendor shall have obtained all necessary consents, in form and substance satisfactory to the Vendor in its sole discretion, to the sale of the Assets as required under the Accommodation Agreement and the Access and Security

Agreement between, amongst others, SKD Company and the Customer dated January 21, 2009, as amended;

- (b) the Vendor and Purchaser shall have met and agreed upon the process for the detachment and removal of any Equipment, or any appurtenance or accessions to any Equipment, that is/are affixed to either land or building, including the disposition of any ventilation, electric or water lines, pipe, ducts and hosing, racks and rails, as well as the repair of any openings left by or damage caused to any ceiling, roof, walls or floors occasioned by such removal;
- (c) at or prior to May 21, 2009, or such later date as the Vendor and Purchaser may agree (the "**Court Approval Date**"), an order shall have been obtained from the Court on notice to all persons on the service list in the Vendor's CCAA proceedings, all other persons having a security interest in the Assets registered under the *Personal Property Security Act* of Ontario and any other persons listed on Schedule 4.3(c) to this Agreement, approving this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of the Vendor in the Assets free and clear of all liens, security interests and other encumbrances, which order (the "**Approval and Vesting Order**") shall be in form and substance satisfactory to the Purchaser, the Vendor and the Monitor, acting reasonably; and
- (d) at the Time of Closing, the Approval and Vesting Order shall not be stayed or vacated, or varied in a manner not acceptable to both the Vendor and the Purchaser, no appeal of the Approval and Vesting Order shall have been commenced and there shall be no action or proceeding pending or threatened to restrain or prohibit the completion the Transaction.

The parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser.

4.4 Non-Satisfaction of Conditions

- (a) If any condition set out in this Section 4 is not satisfied or performed on or prior to the Closing Date, the party for whose benefit the condition is inserted may:
 - (i) waive compliance with the condition in whole or in part in its sole discretion by written notice to the other party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
 - (ii) elect on written notice to the other party to terminate this Agreement.

SECTION 5 – CLOSING

5.1 Closing

The completion of the Transaction shall take place at the offices of Wildeboer Dellelce LLP (Toronto Office), counsel to the Purchaser, on the Closing Date at the Time of Closing or as otherwise determined by mutual agreement of the parties in writing.

5.2 Purchaser's Deliveries on Closing Date

At or before the Time of Closing, the Purchaser shall execute and/or deliver to the Vendor or the Monitor, as applicable, the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

- (a) payment to the Monitor in full of the Purchase Price;
- (b) payment to the Monitor, or evidence of payment, of applicable federal and provincial taxes or alternatively, appropriate exemption certificates, as required by Section 2.9;
- (c) a bill of sale, and, if applicable and requested, an agreement providing for the assignment and/or assumption of a Contract;
- (d) a certificate, dated the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Time of Closing, with the same effect as though made on and as of the Time of Closing;
- (e) an acknowledgement dated the Closing Date, that each of the conditions precedent in Sections 4.1 and 4.3 of this Agreement have been fulfilled, performed or waived as of the Time of Closing; and
- (f) such further and other documentation as is referred in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

5.3 Vendor's Deliveries on Closing Date

At or before the Time of Closing, the Vendor shall execute and deliver to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) a bill of sale, and, if applicable, an agreement providing for the assignment and/or assumption of a Contract;
- (b) a specific non-exclusive licence to use the Intellectual Property;
- (c) a certificate, dated the Closing Date, confirming that all of the representations and warranties of the Vendor contained in this agreement are true as of the Time

of Closing, with the same effect as though made on and as of the Time of Closing;

- (d) an acknowledgement dated the Closing Date, that each of the conditions precedent in Sections 4.2 and 4.3 of this Agreement have been fulfilled, performed or waived as of the Time of Closing; and
- (e) a true copy of the Approval and Vesting Order.

With respect to conveyances of title to the Equipment that occur subsequent to the Closing Date, a bill of sale shall be executed by the Purchaser and the Vendor as Equipment is removed from the Premises.

5.4 Removal of Assets from Premises

Notwithstanding anything to the contrary herein, title to any particular piece of Equipment shall remain with the Vendor until such time as the Purchaser or a Purchaser Representative (as defined in Section 5.4(c)) takes possession of such Equipment free of restraint, enjoinder or interference (whether by legal process or otherwise), with such possession being deemed to occur the moment such Equipment leaves the Premises.

- (a) Concurrently with the removal of any Equipment listed on Schedule 1.1(d) by the Purchaser from the possession or control of the Vendor, a representative of the Vendor and Purchaser shall each execute a certificate (the "**Removal Certificate**") identifying the Equipment listed on Schedule 1.1(d) being removed, identifying the purchase price of the Equipment being removed based on the values set forth in Schedule 1.1(d), and directing the Monitor to release from trust that portion of the Purchase Price attributable to such Equipment identified in the Removal Certificate.

Subject to the Purchaser providing evidence of insurance to cover any potential damages that might be incurred by the Purchaser removing the Assets, Vendor shall provide access to the Premises to the Purchaser for a period that commences following the Time of Closing on the Closing Date and ends at 5:00 p.m. on the earlier of: (a) 20th Business Day following the Closing Date; or (b) June 30, 2009 (the "**Removal Period**"), for the purposes of the Purchaser completing the removal of the Assets purchased under this Agreement, which removal shall be on the following terms.

- (b) The Vendor shall provide access to the Premises for the purpose of completing the Transaction at such time and on such dates as the Purchaser shall require, provided that the Purchaser provides reasonable prior written notice of same to the Vendor. For greater certainty, nothing herein shall limit the time of day during which the Purchaser or the Purchaser's Representatives (as hereinafter defined) shall be permitted access to the Premises. The Vendor shall, at all times as the Purchaser or the Purchaser's Representatives are present at the Premises, ensure that one or more of the Vendor's employees are present.

- (c) The Purchaser agrees that it and its invitees, employees, contractors and agents (the **“Purchaser Representatives”**) shall act in a prudent and responsible manner while attending at any Premises and such Premises shall be left by the Purchaser in the same state of repair as existed at the commencement of the Removal Period. The Purchaser and all Purchaser Representatives shall be fully insured for any activities they perform or undertake in relation to the removal of the Assets, including for any loss, damage or injury to the Premises, any property or assets situated on the Premises or any employees, contractors or invitees of the Vendor or Purchaser.
- (d) The Purchaser agrees not to detach or remove from the Premises any base building, plumbing, heating, ventilating, lighting equipment, wiring or electrical panels and services, or other building services, without the prior agreement of the Vendor or an order of the Court.
- (e) The Purchaser shall be responsible at its sole cost and expense, for the following:
 - (i) removal of the Assets from the Premises together with any associated protective barriers and bollards and all process cabling, plumbing, piping, ductwork servicing the Equipment back to the base building services at their respective main distribution points;
 - (ii) leaving the portion of the Premises from or through which any Equipment is removed in a clean and broom-swept condition, including conducting any floor cleaning required as a result of the removal of the Equipment; and
 - (iii) without limiting any other provisions of this Section 5.4, shearing off any protruding bolts remaining after removal of the Equipment, repairing and properly restoring any holes to any roof, ceiling, wall or floor and any other damages caused to Premises due to the removal of any Equipment, and properly capping at each respective main distribution point all process ventilation, compressed air, gas and electrical connections relating to the Equipment, at all times using properly licensed, certified and qualified trades people.
- (f) The Vendor and the Purchaser, acting reasonably, agree to conduct inspections of each of the Premises to identify the state of repair (i) prior to the Purchaser’s removal of any Assets and (ii) on one or more occasions following the entry onto the Premises by the Purchaser, or the Purchaser’s Representatives, including a final inspection on the last date of the Removal Period (the **“Exit Date”**). During the final inspection on the Exit Date, the Vendor and Purchaser shall identify and record any damage or required restoration to any Premises caused during the Removal Period which the Purchaser is responsible to repair pursuant to this Agreement. If there is a dispute as to damage or required restoration to any Premises, the Vendor and the Purchaser shall promptly work

in good faith to resolve such dispute, provided that if such dispute is not settled within three (3) Business Days, either the Vendor or the Purchaser may seek a determination of responsibility for such damage by the Court.

- (g) The Purchaser undertakes to repair at its sole expense forthwith, but in any event, before or within seven days' following the expiry of the Removal Period, all damages caused by the Purchaser and the Purchaser Representatives relating to the Removal of the Assets. The Purchaser further agrees to indemnify and hold harmless the Vendor from and against, all claims, demands, damages, losses, actions and costs incurred or arising from or in any way related to any loss or damage, suffered or incurred, by any Purchaser's Representative.

5.5 Incomplete Removal of Equipment

If prior to June 30, 2009 the Purchaser is prevented from taking possession of Equipment in the manner described in Section 5.4 hereof (other than as a result of its own actions or omissions or its breach of this Agreement), the Purchaser shall have the option on written notice to the Vendor and the Monitor to terminate this Agreement with respect to the Purchaser's obligation to purchase any remaining Equipment that has not been removed from the Premises on the date the written notice is delivered to the Vendor as set forth in Section 6.2 (but for greater certainty all other obligations of the Purchaser under this Agreement, including indemnity obligations, shall continue). In the event the Purchaser exercises such option, the Purchaser and the Vendor shall jointly direct the Monitor to release from trust to the Purchaser that portion of the Purchase Price attributable to such Equipment not removed based on the values set forth in Schedule 1.1(d).

If on June 30, 2009 the Purchaser has not taken possession of all of the Equipment in the manner described in Section 5.4 hereof and the Vendor has not arranged for adequate funding (in the Vendor's sole discretion) to continue providing the Purchaser with access to the Premises, the Vendor shall have the option on written notice to the Purchaser and the Monitor to terminate this Agreement with respect to the Vendor's obligation to sell any remaining Equipment that has not been removed by the Purchaser from the Premises on the date the written notice is delivered to the Purchaser as set forth in Section 6.2 (but for greater certainty all other obligations of the Vendor under this Agreement, including indemnity obligations, shall continue). In the event the Vendor exercises such option, the Purchaser and the Vendor shall jointly direct the Monitor to release from trust, to be held by the Monitor for distribution as directed by the Court that portion of the Purchase Price attributable to such Equipment not removed based on the values set forth in Schedule 1.1(d).

5.6 Purchaser's Acknowledgement

The Purchaser acknowledges that the Vendor is selling its rights, benefits and interests, if any, in and to the Assets pursuant to the Approval and Vesting Order. The Purchaser agrees to purchase and accept the rights, benefits and interests of the Vendor in and to the Assets pursuant to and in accordance with the terms of this Agreement, the bill of sale, any assignment and assumption agreement delivered pursuant to this Agreement and the Approval and Vesting Order.

The Purchaser acknowledges that neither the Vendor nor the Monitor has an obligation to deliver physical possession of the Assets to the Purchaser and shall not be required to incur any costs in connection with the removal of the Assets.

5.7 Possession of Assets

The Vendor shall remain in possession of the Assets (other than the Equipment) until the Time of Closing. At the Time of Closing, the Purchaser shall take possession of the Assets (other than the Equipment) where situate at the Time of Closing. In no event shall title to the Assets (other than Equipment) be vested, sold, assigned, transferred or set over in or to the Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied, the Purchaser has satisfied all delivery requirements outlined in Section 5.2 and a Monitor's Certificate has been filed with the Court.

The Vendor shall remain in possession of the Equipment until such time as the same have been removed by the Purchaser in the manner contemplated by the Section 5.4 hereof. Upon removal of the Equipment to the location specified in Section 5.4 hereof, the Purchaser shall take possession of and title to the Equipment. In no event shall title to the Equipment be vested, sold, assigned, transferred or set over in or to the Purchaser until the conditions set out in the Approval and Vesting Order and in Section 5.4 hereof have been satisfied, the Purchaser has satisfied all delivery requirements outlined in Section 5.2 and a Monitor's Certificate has been filed with the Court. The Vendor acknowledges that it has an obligation to permit the removal of the Equipment from the Premises by the Purchaser, provided however, that the Vendor shall not be required to incur any costs (other than compensation of its employees) in connection with the removal of the Equipment.

5.8 Access to Assets

The Purchaser may have reasonable access to the Assets located at the any Premises, as the case may be, during normal business hours on Business Days prior to the Time of Closing for the purpose of enabling the Purchaser to conduct such physical and other tests and inspections of the Assets as it deems appropriate. Such tests and inspections shall only be conducted in the presence of a representative of the Monitor or the Vendor, if so required, at the discretion of the Vendor. The Purchaser further agrees to indemnify and hold harmless the Vendor from and against, all claims, demands, damages, losses, actions and costs incurred or arising from or in any way related to any loss or damage, suffered or incurred, by any Purchaser's Representative.

5.9 Risk

The Assets shall be and remain at the risk of:

- (a) the Vendor until (i) the Time of Closing in the case of Assets other than Equipment; and (ii) delivery of each joint direction of the Vendor and Purchaser contemplated in Section 5.4 in the case of Equipment; and
- (b) the Purchaser from and after the (i) the Time of Closing in the case of Assets other than Equipment; and (ii) delivery of each joint direction of the Vendor and Purchaser contemplated in Section 5.4 in the case of Equipment.

Notwithstanding the foregoing, the Purchaser shall bear the risk of loss with respect to Equipment damaged by it or a Purchaser's Representative during the dismantling and removal process (and there shall be no reduction in the Purchase Price). If, prior to the relevant time of the transfer of title and risk, the Assets shall be substantially damaged or destroyed by fire or other casualty, then, at its option, the Purchaser may decline to complete the Transaction (or if the Closing Date has already occurred, the portion of the Transaction involving the removal of Equipment after the date such Equipment is substantially damaged). Such option shall be exercised within 15 days after notification to the Purchaser by the Vendor of the occurrence of damage or destruction (or prior to the Closing Date if such occurrence takes place within 15 days of the Closing Date) in which event this Agreement shall be terminated automatically (but if such event which substantially damages or destroys Assets by fire or other casualty does not occur until after the Closing Date, the Purchaser may only rescind this Agreement with respect to the Purchaser's obligation to purchase any remaining Equipment that to the date of the written notice has not been removed from the Premises and otherwise the Purchaser's obligations hereunder survive). If the Purchaser does not exercise such option, it shall complete the Transaction and shall be entitled to an assignment of the proceeds of insurance referable to such damage or destruction. If any dispute arises under this section as to whether damage or destruction is substantial or with respect to the amount of any abatement, such dispute will be determined in accordance with Section 5.10 herein.

5.10 Dispute Resolution

If any dispute arises (a) under Section 5.9 as to whether any damage or destruction is substantial or with respect to the amount of any abatement, or (b) with respect to any other matter related to the Transaction, such dispute will be determined by the Court in the Vendor's CCAA proceedings, or by such other person or in such other manner as the Court may direct.

5.11 Termination

(a) This Agreement may be terminated by:

- (i) the written agreement of the Vendor and the Purchaser;
- (ii) the Purchaser or the Vendor pursuant to Section 4.4(a);
- (iii) the Purchaser pursuant to Section 5.9.

Additionally, this Agreement may be terminated in part in accordance with Section 5.5

(b) If this Agreement is terminated pursuant to Sections 4.4(a) or by the Purchaser prior to the Closing Date pursuant to Section 5.9, or if the parties mutually agree in writing to terminate this Agreement, then:

- (i) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end (other than the indemnification obligations in Section 5.8 which shall survive); and

- (ii) neither party shall have any right to specific performance or other remedy against, or any right to recover damages or expenses from, the other.

5.12 Breach by Purchaser

If the Purchaser fails to comply with the terms of this Agreement, the Vendor may by notice to the Purchaser elect to treat this Agreement as having been repudiated by the Purchaser.

SECTION 6 – GENERAL

6.1 Further Assurances

Each of the parties shall, from time to time after the Closing Date, at the request and expense of the other, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents and further assurances as may be reasonably necessary to give effect to this Agreement.

6.2 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered personally or transmitted by fax, addressed in the case of the Purchaser, as follows:

Martinrea International Inc.
30 Aviva Park Drive
Vaughan, ON L4L 9C7

Attention: Rob Wildeboer
Telephone No.: (416) 749-0314
Fax No.: (905) 264-2937

with a copy to:

Wildeboer Dellelce LLP
Suite 800
Wildeboer Dellelce Place
365 Bay Street
Toronto, ON M5H 2V1

Attention: Robert Wortzman
Facsimile: (416) 361-1790
Email: rwortzman@wildlaw.ca

and in the case of the Vendor, as follows:

SKD Automotive Group
1450 W. Long Lake Rd.

Suite 210
Troy, MI 48098

Attention: John Chen
Facsimile: (248) 267-9669
E-Mail: jchen@skdautomotive.com

SKD Automotive Group
1965 Pratt Boulevard
Elk Grove Village, IL 60007

Attention: Vytas Ambutas
Facsimile: (847) 806-7244
E-Mail: vambutas@nmlp.com

with a copy to:

Lang Michener LLP
Brookfield Place, 181
Bay Street, Suite 2500
Toronto, ON M5J 2T7

Attention: Sheryl E. Seigel
Facsimile: (416) 365-1719
Email: sseigel@langmichener.ca

with a copy to:

RSM Richter Inc. in its capacity as monitor of
SKD Company

200 King Street West, Suite 1100,
Toronto, ON M5H 3T4

Attention: Bobby Kofman
Telephone No.: 416 932-6228
Fax No.: 416 932-6200

with a copy to:

Goodmans LLP
250 Yonge Street, Suite 2400
Toronto, ON M5B 2M6

Attention: Joseph Latham
Telephone No.: 416 597-4211
Fax No.: 416 979-1234

Any such notice or other communication, if given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by fax before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day, and if transmitted by fax after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

6.3 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendors and the Purchaser or by their respective solicitors.

6.4 Currency

Except where otherwise indicated, all references herein to money amounts are in Canadian currency.

6.5 Survival

The representations, warranties and covenants of the parties hereto contained in this Agreement shall survive Closing without limitation of time.

6.5 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor. The Purchaser shall, without the obligation to obtain prior written consent of the Vendor, be entitled to assign this Agreement or all or any part of its rights or obligations hereunder to any one or more of its direct or indirect subsidiaries and provided further that Purchaser shall be entitled to designate one or more of its direct or indirect subsidiaries to receive the Assets and assume the Assumed Obligations hereunder, provided that notwithstanding any assignment, the Purchaser shall continue to be liable to the Vendor and its successors and assigns for any default in performance by any permitted assignee of its obligations hereunder.

6.6 Entire Agreement

This Agreement and the attached Schedules constitute the entire agreement between the parties with respect to the subject matter and supersede all prior negotiations and understandings. This Agreement may not be amended or modified in any respect except by written instrument executed by the parties.

6.7 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

6.8 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provisions validity or enforceability in any other jurisdiction.

6.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

6.10 Monitor's Capacity

The Monitor is acting in its capacity as Monitor of the Vendor and shall have no personal or corporate liability under this Agreement.

6.11 Commission

The Purchaser acknowledges that there are no agent or broker fees or other commissions payable by the Vendor or the Monitor on the Purchase Price or otherwise in connection with the Transaction, and the Purchaser agrees to indemnify the Vendor against any claim for compensation or commission by any third party or agent retained by the Purchaser in connection with, or in contemplation of, the Transaction.

6.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or electronic transmission in "pdf" format of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

The parties have executed this Agreement.

**SKD COMPANY, an Ontario general partnership,
by its partners NMC CANADA INC. and 2515080
NOVA SCOTIA COMPANY**

NMC CANADA INC.

By: _____

Name: John Chen
Title: President

2515080 NOVA SCOTIA COMPANY

By: _____

Name: John Chen
Title: President

**MARTINREA FABCO METALLIC CANADA
INC.**

By: _____

Name: Rob Wildeboer
Title: Chairman

Schedule 1.1(d) – Assets

References to “CAI Item #” in this Schedule 1.1(d) are references to the corresponding list and description of equipment for each of such Premises as set forth in the appraisal report prepared by Corporate Assets Inc. dated February 20, 2009, a copy of which has been provided by the Vendor to the Purchaser.

BRAMPTON
40 Holtby Avenue
Brampton, Ontario

CAI ITEM #	CUSTOMER	PURCHASE PRICE	PURCHASE PRICE INCLUSIVE OF GST (5%)
1	Chrysler	\$882,000	\$926,100
11	Chrysler	\$3,000	\$3,150
12	Chrysler	\$1,500	\$1,575
13	Chrysler	\$1,500	\$1,575
14	Chrysler	\$3,500	\$3,675
38 ⁽¹⁾	Chrysler	\$6,500	\$6,825
39 ⁽¹⁾	Chrysler	\$2,000	\$2,100
TOTAL		\$900,000	\$945,000

⁽¹⁾ Listed under equipment located at 6495 Tomken Road, Mississauga, this equipment was moved from Tomken Road to 40 Holtby Avenue, Brampton, Ontario subsequent to February 20, 2009 for use in the floor pan.

The specified containers are the following:

Where Used	Description	Dimensions	QTY @ Brampton	QTY @ MTB
4780763AA	BLANK PALLET	30" x 41.5" x 34"	-	24
5065202/3AC	Special Rack	96" x 56" x 78.5"	30	-
5065202/3	BLANK PALLET	58" x 81.5" x 25"	-	24
4780787AB	Special Rack	90" x 61" x 51"	107	-
4780787AB	BLANK PALLET	40" x 60" x 24"	-	43
5112846/7AA	BLANK PALLET	58" x 81.5" x 25"	-	14
5112858AA	BLANK PALLET	40" x 60" x 26"	-	10
5112691AA	BLANK PALLET	48" x 80" x 28"	11	11
5112840AA	BLANK PALLET	30" x 60" x 25"	-	10
4780832/3	BLANK PALLET	40" x 41" x 26"	-	30
Total			148	166

Purchase price \$100,000. Purchase price inclusive of GST (5%) \$105,000.

Schedule 1.1(j) - Contracts

1. Licenses for software embedded on the Equipment shall be assigned to the extent the Vendor is permitted to assign such licenses.

Schedule 1.1(s) – Intellectual Property

Nil.

Schedule 1.1(w) – Required Consents

Nil.

Schedule 1.1(x) – Software

Nil.

Schedule 2.8 – Purchase Price Allocation

1. Equipment - **\$900,000**
 - The price allocated to each specific piece of Equipment is as listed in Schedule 1.1(d).
 - \$0.00 is allocated to the Seller's interest in assets contained in the LX2 or smaller floor pan line.
2. Equipment - \$100,000 for the specified containers set out in Schedule 1.1(d)
3. Intellectual Property - \$0.00
4. Contracts - \$0.00
5. Inventory - Price as set forth in Section 2.11

Schedule 4.3(c) – Additional Parties to be Served

Additional Service List for Vesting Order / Sale Approval

NMC Canada Inc.

Secured Parties & Addresses (PPSA):

Orlando Corporation
6205 Airport Road, Suite 500, Building B, Mississauga, ON L4V 1E3

Orion Properties Ltd.
500-6205 Airport Road, Mississauga, ON L4V 1E3

Comerica Bank
200 Bay Street, Suite 2210, Royal Bank Plaza, South Tower, Toronto, ON M5J 2J2

Lessor & Address:

Stellarbridge Management Inc.
111 Creditstone Road, Concord ON L4K 1N3

SKD Company

Secured Parties & Addresses (PPSA):

Orlando Corporation
6205 Airport Road, Suite 500, Building B, Mississauga, ON L4V 1E3

Orion Properties Ltd.
500-6205 Airport Road, Mississauga, ON L4V 1E3

Integrated Distribution Systems LP
O/A Wajax Industries 16745-111 Avenue, Edmonton, AB T5M 2S4

CBSC Capital
100-1235 North Service Rd. W., Oakville, ON L6M 2W2

CBSC Capital Inc.
#100, 1235 North Service Rd. West, Oakville, ON L6M 2W2

Comerica Bank
200 Bay St., Ste 2210, Royal Bank Plaza, South Tower, Toronto, ON M5J 2J2

2515080 Nova Scotia Company

Secured Parties & Addresses (PPSA):

Orlando Corporation
6205 Airport Road, Suite 500, Building B, Mississauga, ON L4V 1E3

Orion Properties Ltd.
500-6205 Airport Road, Mississauga, ON L4V 1E3

General Electric Canada Equipment Finance G.P.
5500 North Service Rd., 8th Floor, Burlington, ON L7L 6W6

Comerica Bank
200 Bay St., Ste 2210, Royal Bank Plaza, South Tower, Toronto, ON M5J 2J2

SKD Automotive Group Milton Division

Secured Parties & Addresses (PPSA):

Answer Precision Tool Inc.
190 Washburn Drive, Kitchener, ON N2R 1S2

Creditor Parties & Addresses (Executions):

Roberto Costantino
161 Lio Avenue, Woodbridge, ON L4H 2R9

Tony Wong
109 Angelica Avenue, Richmond Hill, ON L4S 1T8

SKD Brampton

Secured Parties & Addresses (PPSA):

Ready Machinery & Equipment [Canada] Inc.
8080 Lawson Road, R.R. #4, Milton, ON L9T 2M1

Unions (Notice to be provided in manner previously set forth in SKD CCAA filings)

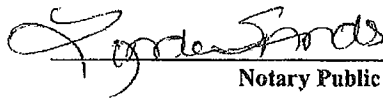
National Automobile, Aerospace, Transportation and General Workers of Canada (C.A.W.) and its Local 1285

The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers)

Teamsters Local Union No. 419

TAB B

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



Notary Public

LYNDA SANDS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Oct. 24, 2012
Acting in the County Oshtemo



1450 W. Long Lake Rd., Suite 210
Troy, MI 48098

May 11, 2009

BY EMAIL ONLY
seh43@chrysler.com

Chrysler LLC
800 Chrysler Drive
CIMS 485-14-78
Auburn Hills, Michigan 48326

Attention: Sigmund Huber
Director, Supplier Relations

Dear Sirs:

RE: Accommodation Agreement dated January 21, 2009 by and among SKD Company, Ford Motor Company, Chrysler Canada Inc., Chrysler LLC, on behalf of itself and Chrysler Motors LLC, 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 and Comerica Bank, as amended (the "Accommodation Agreement")

Notice is hereby given that SKD Company and Comerica Bank have determined that no sale of the business of SKD Company or plan of arrangement under the *Companies' Creditors Arrangement Act* will be successfully concluded. Accordingly and further to our notice dated April 20, 2009, this notice is given pursuant to Section 2.1(b) of the Accommodation Agreement, constitutes a Resourcing Notice as defined in the Accommodation Agreement for all floor pan related products produced at SKD Company's facility in Brampton, Ontario, and triggers your rights and obligations under the Accommodation Agreement with respect to a Resourcing Trigger Event, including the obligation to purchase certain inventory pursuant to Section 2.5.

Yours truly,

SKD COMPANY

A handwritten signature in black ink, appearing to read "JP Chen", is written over a horizontal line.

Per: John P. Chen
President

copy:

Chrysler LLC
CIMS 485-14-78
1000 Chrysler Drive
Auburn Hills, Michigan
48326-2766
Attention: Kim R. Kolb
Senior Staff Counsel
Email: krk4@chrysler.com

Dickinson Wright PLLC
500 Woodward Ave., Suite 4000
Detroit, Michigan 48226
Attention: James A. Plemmons
Email:
jplemmons@dickinsonwright.com

Borden Ladner Gervais LLP
Scotia Plaza
40 King Street West
Toronto, Ontario, Canada
M5H 3Y4
Attention: Craig J. Hill
Email: chill@bigcanada.com

**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

MOTION RECORD

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LSUC #30610B

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Fax: (416) 365-1719

Lawyers for the Applicants