DUFF&PHELPS

Supplement to the Fifth Report of Duff & Phelps Canada Restructuring Inc. as Court-Appointed Receiver of NMC Canada, Inc., 2515080 Nova Scotia Company and SKD Company September 16, 2013

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Court File No.: 09-CL-7960

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

SUPPLEMENT TO THE FIFTH REPORT OF DUFF & PHELPS CANADA RESTRUCTURING INC. AS COURT-APPOINTED RECEIVER OF NMC CANADA, INC., 2515080 NOVA SCOTIA COMPANY AND SKD COMPANY

September 16, 2013

1.0 INTRODUCTION

1. This report ("Supplemental Report") supplements the Receiver's report dated July 5, 2013 ("Fifth Report"). A copy of the Fifth Report is attached as Appendix "A" (without appendices).

1.1 Defined Terms

 Unless otherwise noted in this Supplemental Report, all capitalized terms not otherwise defined herein have the meaning provided to them in the Fifth Report.

1.2 Purpose of this Report

The purpose of this Supplemental Report is to provide additional information to assist the Court in resolving the dispute regarding the funds in the Chrysler Trust Account, in light of information provided in the affidavit sworn on July 19, 2013 by Mary Ann Kirsch of Chrysler, Senior Manager, Head of Services and Marketing, Indirect Purchasing (the "Kirsch Affidavit") in response to the Fifth Report.

1.3 Currency

1. Unless otherwise noted, all currency references in this Report are to Canadian dollars.

1.4 Qualifications

1. This Supplemental Report is subject to the qualifications set out in the Fifth Report.

2.0 CHRYSLER DISPUTE

- 1. The Chrysler Trust Account was established in the CCAA proceedings to hold funds deposited by Chrysler pending resolution of an agreed and itemized list of unresolved issues between SKD and Chrysler arising from a settlement reached in May, 2009 between SKD and Chrysler. The settlement schedule is provided in Appendix "B" ("Original Trust Account Schedule") and reflects that approximately US\$3.174 million was placed in the Chrysler Trust Account.
- 2. On May 19, 2009, the Monitor was directed by Chrysler to release US\$2.269 million to SKD pursuant to an email from BBK Ltd ("BBK"), financial advisor to Chrysler and Honda during the CCAA proceedings, which appended a schedule detailing the amounts to be released from the Chrysler Trust Account (the "Payments Upon Exit Schedule"). The May 19th email and the Payments Upon Exit Schedule are provided in Appendix "C".
- 3. The balance in the Chrysler Trust Account is approximately US\$828,000, plus interest which has accrued since 2009.
- 4. The settlement enabled Chrysler to remove its inventory and tooling that was in the possession of SKD at that time, and to re-source on an orderly basis to a new parts vendor or vendors.
- 5. The Chrysler Trust Account was initially under the control of Richter as Monitor. The Chrysler Trust Account is now under the control of D&P as Receiver.
- 6. The events leading to the establishment of the Chrysler Trust Account are provided in the Fifth Report.

¹ A further US\$116,326 was placed in the Chrysler Trust Account on May 19, 2009.

- 7. As detailed in the Fifth Report, the Receiver has recommended that US\$511,669 of the funds remaining in the Chrysler Trust Account be paid to the SKD estate and the remainder of the funds, being US\$318,703, be returned to Chrysler.
- 8. Chrysler is seeking a return of all funds in the Chrysler Trust Account, plus an additional \$607,706, representing additional claims advanced against SKD since the establishment of the Chrysler Trust Account, which the Receiver understood to be a final resolution of all issues between Chrysler and SKD related to SKD's production of parts.
- 9. Information responding to the Kirsch Affidavit is provided below.

a. 5% Setoff Issue

- Chrysler first started making payments for goods delivered under the Accommodation Agreement in March, 2009. It had not prior to that date paid for goods delivered by SKD during the CCAA proceedings because it setoff various pre-filing steel contras against those sales. When it did begin to pay SKD in March, 2009, Chrysler calculated the Professional Fee Setoffs at 5% of the gross payables².
- Pursuant to section 2.6 of the Accommodation Agreement, SKD has always taken the position that the Professional Fee Setoff was capped at 5% of the net payables, being the amount paid by Chrysler to SKD. The Receiver agrees with this interpretation, as is discussed below.
- The issue as to whether the Professional Fee Setoff should be calculated at 5% of the gross payables (Chrysler position) or net payables (SKD's position) remained unresolved at the time Chrysler decided it wished to implement its resourcing to a new parts vendor. By calculating the Professional Fee Setoff against the gross payables, Chrysler is entitled to a larger setoff deduction in respect of its professional fees than it would be if it calculated the Professional Fee Setoff against the net payables.
- Chrysler is claiming US\$467,493³ more than the Receiver and the Company believe it is entitled to claim in respect of Professional Fee Setoffs.

² Gross payables – total payables, less credits.

³ \$549.992 Canadian dollars based on the relevant exchange rate.

SKD and Chrysler ultimately agreed to a mechanism, being the
placing of funds equivalent to the disputed amounts in the
Chrysler Trust Account, to allow for an orderly resourcing by
Chrysler, until these issues could be resolved. These issues
remain outstanding and are the subject of this report.

b. Request for Documentation

- After various efforts to try to advance the settlement of the unresolved issues, Chrysler's counsel, Borden Ladner Gervais LLP ("BLG"), sent an email to the Receiver's counsel, Goodmans LLP ("Goodmans") on September 28, 2010 setting out Chrysler's positions on the various disputed items.
- The Receiver reviewed SKD's files and worked with SKD's financial advisor (Conway Mackenzie, Inc. ("Conway")) and BBK to pull together various materials in response to BLG's September 28 email. The Receiver and Goodmans met with BLG on November 25, 2010 to discuss the Chrysler Trust Account issues.
- At that meeting, among other things, the Receiver advised Chrysler's counsel of its position on the disputed items, and also advised that it would require support for the professional fees claimed by Chrysler under the Accommodation Agreement.
- While the Receiver was preparing materials to respond to the Kirsch Affidavit, Goodmans requested that BLG provide support for the amount of professional fees incurred by Chrysler.
- As the Accommodation Agreement provides that only "actual and documented fees" can be claimed for setoff by Chrysler, Goodmans advised BLG that the Receiver was of the view that it is required to perform diligence confirming the professional fees claimed by Chrysler. In the most recent response from Chrysler's counsel, and notwithstanding the tenor of the response in other aspects, Chrysler appears to have undertaken to provide the information after this Supplemental Report is provided to them. The Receiver elected not to engage in a response to these emails other than to have its counsel confirm their understanding that the requested materials would be provided.
- A copy of the exchange of emails between counsel for the Receiver and counsel for Chrysler is attached as Appendix "D".

c. Gross Payables Versus Net Payables

- Section 2.6 of the Accommodation Agreement provides that the Customers are entitled to set off up to 5% of the "paid amount" of any invoice issued to them by SKD, in respect of Allowed Setoffs and Professional Fee Setoffs.
- The Receiver and SKD share the same interpretation of the term "paid amount".
- During the negotiation of the Accommodation Agreement (the Receiver (then the proposed Monitor) was present during the negotiations), the parties settled on the wording of Article 2.6 and used the words "paid amount" to try to remove ambiguity over the meaning of "gross" and "net", which was extensively discussed at the time (together with most other aspects of the Accommodation Agreement). Accordingly, the Professional Fee Setoff was to be capped at 5% of the amount actually paid by the Customer to SKD during the CCAA proceedings. The "paid amount" was intended to reflect the actual amount invoiced for goods purchased, less credits (claimed by the Customers) and steel contras (for steel paid by the Customers) the remaining amount being the net payable.
- During the limited period that GM continued to be a customer of SKD during the CCAA proceedings (it re-sourced early in those proceedings), GM applied the Professional Fee Setoffs consistent with SKD's and the Receiver's interpretation of the Accommodation Agreement.
- Ford made an initial payment applying the 5% setoff against the gross payables, but after discussions with Conway, it thereafter applied the setoff amount against net payables in accordance with the Accommodation Agreement.
- In March of 2009, when Chrysler started to remit payments for goods delivered to it under the Accommodation Agreement, Chrysler asserted that it was entitled to charge 5% for Professional Fee Setoffs based on the gross invoices rendered by SKD. In its March 20, 2009 payment, Chrysler charged the 5% setoff amount against the gross payables included in the March 20, 2009 payment schedule (which included all invoices from the commencement of the CCAA proceedings).

 Honda originally calculated its Professional Fee Setoffs in accordance with the Accommodation Agreement. However, in April, 2009, upon learning of Chrysler's position, Honda was advised by BBK to apply the 5% setoff against the gross payables and Honda therefore made a retroactive adjustment and deducted the 5% setoff on the gross payables and reduced its final payment to SKD.

d. Cash Flow Projections

- The cash flow projections referenced in the Kirsch Affidavit were prepared by SKD and its financial advisor Conway.
- Information regarding the preparation of the cash flow projections and the treatment of the Professional Fee Setoff in the cash flow projections is provided in an affidavit sworn by Timothy Zeeb on September 16, 2013 (the "Zeeb Affidavit").
- Paragraph 11 of the Kirsch Affidavit makes the following reference to support Chrysler's reliance on the cash flow projections to support its position on the manner to calculate the professional fee setoff:

As noted in the First Report, RSM Richter Inc. stated that the cash flow projection "reflects...the terms of the Accommodation Agreement".

 The above statement captures only a portion of the paragraph included in the proposed Monitor's report. The entire paragraph reads as follows:

"The Company's cash flow projection for the period ending February 28, 2009 is appended to the Chen Affidavit as Exhibit "I". The projected cash flow reflects the Customers' production requirements throughout the period, as well as the terms of the Accommodation Agreement, including the Customer funding and accelerated payments terms. The Proposed Monitor has reviewed the projected cash flow and believes it to be reasonable."

• The purpose of the proposed Monitor's statement was to indicate that the cash flow projection was generally prepared on a basis consistent with the Accommodation Agreement. The Monitor was not attesting to a particular interpretation of a particular clause of the Accommodation Agreement. Further, the Monitor was always cognizant that if there was a cash flow deficiency, it would need to be funded by the Customers, otherwise the Company's operations would be discontinued. This is because the Company had no other source of funding for its operations during the CCAA period.

e. Response to Paragraph 26 of Kirsch Affidavit

- In paragraph 26 of the Kirsch Affidavit, Chrysler claims that "no further elaboration or reasons have ever been provided by the Receiver with respect to why it disagrees with Chrysler's position other than its interpretation of section 2.6 of the Accommodation Agreement". This is not correct.
- After various discussions between Chrysler and the Receiver, on September 28, 2010, BLG sent a detailed email to Goodmans setting out Chrysler's position on several outstanding issues between SKD and Chrysler relating to payments made upon the exit from Brampton⁴ (and during the CCAA proceedings), which email is attached as Exhibit "M" to the Kirsch Affidavit. Thereafter, the Receiver spent a significant period of time working with Conway and BBK to assemble various documents to resolve outstanding matters.
- On November 25, 2010, the Receiver and Goodmans met with BLG to provide Chrysler with an update on the Receiver's views on all issues, including specifically its view of Chrysler's proposed interpretation of section 2.6 of the Accommodation Agreement. In that regard, the Receiver advised Chrysler that, in its view, section 2.6 of the Accommodation Agreement was intended and understood by all parties to mean that the Professional Fee Setoffs were limited to 5 % of the net payables. At the conclusion of that meeting, the parties agreed that Chrysler would bring a motion to have the various issues resolved. No motion materials were ever filed by Chrysler, despite periodic attempts by the Receiver and Goodmans to spur action.

⁴ This is a reference to one of SKD's facilities.

f. MOPAR Inventory

- Based on SKD's records, approximately \$24,300⁵ of MOPAR inventory was shipped to Chrysler upon Chrysler's exit from the SKD premises.
- Pursuant to paragraph 24 of the Kirsch Affidavit, Chrysler claims that it received \$18,200 of the MOPAR inventory, and therefore the balance, \$6,100⁶, is not owed by Chrysler.
- Attached as Appendix "E" is a schedule summarizing the final MOPAR shipments to Chrysler, together with the related invoices and shipping documents. The summary reflects MOPAR shipments/sales totalling \$24,300. Copies of the supporting documentation were provided to BBK on September 28, 2010.
- Based on the above, it is the Receiver's position that \$24,300 is due to the estate in respect of this issue and that the balance of the MOPAR funds (US\$293,793) should be paid to Chrysler.

q. Unreconciled Amount

- Chrysler originally funded US\$1.305 million into the Chrysler Trust Account in respect of "Missing Invoices Recent". This represented what SKD claimed was owing by Chrysler but for which Chrysler indicated that it did not have sufficient (or any) documentation to support SKD's claim. Of this amount, Chrysler agreed that US\$1.256 million could be released to SKD. The remainder, approximately US\$48,000, is referred to as the "Unreconciled Amount".
- Paragraph 28 of the Kirsch Affidavit states that "the Receiver is not entitled to keep any of the Unreconciled Amount" and "neither SKD Canada nor the Receiver had been able to provide any documents to confirm that any parts were delivered to Chrysler for these amounts and cannot even locate invoices for the parts".

⁵ The schedule prepared by SKD totalled \$25,300. It should have been \$24,300.

⁶ An amount of \$7,100 was stated in the Kirsch Affidavit; however, the amount should be \$6,100 as a result of the error noted in the prior footnote.

- Chrysler has asserted that the Receiver, on behalf of the estate, is not entitled to keep any of the Unreconciled Amount because neither SKD nor the Receiver has provided any documents to confirm that any parts were delivered to Chrysler for these amounts.
- Neither SKD nor the Receiver was able to respond to Chrysler regarding this issue because, until June 4, 2010, Chrysler did not, or could not, advise of the invoices for which it required further supporting documentation.
- On June 4, 2010, BBK provided a schedule (the "June 4 Schedule") to the Receiver, which set out, among other things, the Unreconciled Amount. A copy of the June 4 Schedule is attached as Appendix "F". This schedule reflected approximately \$179,000 where Chrysler had previously claimed US\$48,000. Effectively, after the settlement, Chrysler increased its claim for "Missing Invoices Recent" by \$102,000 (taking into account exchange rate fluctuations).
- The June 4 Schedule included a list of invoices to support Chrysler's claims of \$179,000. The Receiver searched through the Company's electronic records and worked with Conway to locate documentation to attempt to locate support for the amounts now claimed by Chrsyler. The Receiver was able to identify support for approximately \$88,000 of this amount. Because Chrysler never provided a list to support the original amount claimed in respect of the Unreconciled Amount (US\$48,000), the Receiver is unable to determine the extent to which the documentation it identified related to the US\$48,000 originally claimed by Chrysler.
- At the time the Chrysler Trust Account was established, Chrysler authorized the release of all "Missing Invoices – Recent" funds except US\$48,000. Accordingly, it is the Receiver's view that Chrysler should not be entitled to increase the amount of its claim subsequent to the establishment of the Chrysler Trust Account.
- Copies of invoices and other supporting documentation related to the Unreconciled Amount totalling approximately \$88,000 were provided to BBK on September 28, 2010 and October 12, 2010 in response to discussions between the Receiver and BBK regarding the June 4 Schedule. Attached as Appendix "G" are copies of emails attaching the invoices and other supporting documentation.

• The reconciliation of the Unreconciled Amounts was a significant and costly exercise. Significant time and cost would be required for both parties to continue this reconciliation – and it is unclear whether it would be fruitful for either party. Accordingly, the Receiver felt that the additional time and cost that would have been incurred trying to reconcile and resolve this issue may exceed the benefit to the estate and therefore suggested that this item be split evenly between the estate and Chrysler.

h. Additional Amounts Claimed by Chrysler

- Paragraph 30 of the Affidavit sets out that *in addition* to the reimbursement to Chrysler of the entire balance of the Chrysler Trust Account, Chrysler believes that it is entitled to be paid a further \$607,706 ("Additional Claim").
- The Additional Claim is over and above the amount agreed by SKD and Chrysler to be placed in the Chrysler Trust Account to allow Chrysler to re-source on an orderly basis.
- On May 15, 2009, Chrysler funded US\$3.174 million (as set out on the Original Trust Account Schedule) into the Chrysler Trust Account pending resolution of a specific number of agreed and identified issues. After negotiations, Chrysler agreed that approximately US\$2.269 million was properly due to SKD and could be released from trust. This amount was paid to SKD. That release of funds, in the view of the Receiver, is no longer available for revision or negotiation, nor was it intended to be. The agreed upon release from trust left US\$827,794 in the Chrysler Trust Account pending the resolution of the remaining items in an agreed list of specific issues. As detailed in the table below, the agreed upon list of specific issues, and the amount allocated to each item, was shown in the Original Trust Account Schedule.

	\$US
Undisputed payables	(10,167)
Pricing differences	680
Missing parts bank invoices	2,299
Missing invoices – recent	48,606
5% setoff limitation	467,493
Credit memos	(1,484)
Disputed steel contra	(7,936)
MOPAR inventory	315,298
Finished goods inventory	13,920
Brampton prototype parts	(915)
Total	827,794

- On May 19, 2009, BBK sent an email to the Monitor authorizing
 the release to the Monitor of US\$2.269 million from the
 Chrysler Trust Account to pay various amounts owing to SKD
 (the "Settlement Amounts"). This was shown in the line item
 "Total Payment Released by the Monitor" in the "Payments
 Upon Exit Schedule" which was attached to the May 19 email
 (See Appendix "C").
- The establishment of the Chrysler Trust Account was a mechanism to allow Chrysler to re-source on an orderly basis.
 It was not intended that Chrysler - or SKD - could or would reopen that settlement arrangement. The Receiver denies Chrysler's attempt to do so now.
- It is therefore the Receiver's position that Chrysler is not entitled to make claims for payment from the receivership estate of any amounts in excess of those paid to the Chrysler Trust Account. To the extent that Chrysler can show a legitimate loss outside of the items detailed in the Original Trust Account Schedule, Chrysler is entitled to an unsecured claim in SKD's bankruptcy.
- In the alternative, if Chrysler is entitled to make any claims with respect to the Additional Claim apart from the specific disputes for which the funds were earmarked, the Receiver has reviewed, for the purposes of completeness, the further amounts claimed by Chrysler, and provides the following information to assist the Court.

Type of Claim	\$
Unclaimed Post-Filing Amount	388,511
Pre-filing Unsecured claim	157,704
Captured in reconciliation of Chrysler Trust Account	61,491
Total	607,706

- With respect to the Unclaimed Post-Filing Amount (\$388,511),
 the Receiver provides the following information:
 - 1. Steel Contras (\$110,759): The Receiver is of the view that Chrysler has provided documentation to evidence that, absent the settlement, Chrysler would have been entitled to these additional steel contras.
 - 2. 5% Setoff (\$127,149): The Receiver is of the view that, absent the settlement (and subject to receiving documentation to support its professional fee claims), Chrysler would have been entitled to 5% of the amount of the net receivables paid into the Chrysler Trust Account (on account of Professional Fee Setoffs), being (\$106,814). It would not be entitled to a post-filing claim for the balance (\$20,335) as it is calculated on the gross payable amount.
 - 3. "Steel Scrap Debits" (\$39,363): The Receiver is of the view that Chrysler has provided documentation to evidence that, absent the settlement, Chrysler would have been entitled to these additional "steel scrap debits" (\$38,057). However, \$1,306 of this amount relates to post-filing "steel scrap debits" in respect of the "Windsor" plant, which does not appear to be related to SKD. Therefore, Chrysler is not entitled to this amount (\$1,306).
 - 4. Missing Invoices Recent (\$102,370): The Receiver is unable to determine whether this is a valid claim given the documentation uncertainty between Chrysler and SKD. This issue is discussed above in section 9(f) above.

- 5. Missing parts bank invoices (\$8,870): The amount claimed for "Missing parts bank invoices" on the Original Trust Account Schedule totalled \$3,630. Chrysler subsequently increased the amount claimed to \$12,500. Absent the settlement, in order to determine whether all or part of the additional claims could be allowed, significant time and cost would be required to continue this reconciliation and it is unclear whether it would be fruitful. The Receiver, again, takes the position that Chrysler cannot amend its claim subsequent to the establishment of the Chrysler Trust Account.
- Based on the foregoing, in the absence of the settlement, the Receiver is of the view that the maximum amount to which Chrysler would be entitled as a post-filing claim is \$255,630, before considering whether any of the Unreconciled Amount and/or its claim for missing parts bank invoices are bona fide deductions.
- With respect to the Pre-filing Unsecured Claim (\$157,704), Chrysler has provided documentation to support an unsecured pre-filing claim for "steel scrap debits" in the amount of \$151,523. However, Chrysler would not be entitled to an unsecured claim in respect of \$6,181 of the total amount claimed as it relates to the "Windsor" plant, which does not appear to be related to SKD.
- Lastly, Chrysler's Additional Claim includes amounts it claimed previously and for which funds were deposited in the Chrysler Trust Account (\$61,491). This is comprised of debit memos (\$2,344), disputed steel contras (\$12,529) and Brampton finished goods (\$46,618). Because these amounts have already been included in the Chrysler Trust Account amounts, Chrysler is not entitled to claim these amounts again.

3.0 CONCLUSION AND RECOMMENDATION

- 1. As noted above, although it was agreed on November 25, 2010 that Chrysler would bring a motion to deal with these issues, no motion materials were ever filed by Chrysler, despite periodic attempts by the Receiver and Goodmans to spur action.
- 2. On November 29, 2012, in an effort to resolve matters, the Receiver sent a letter to Chrysler's counsel outlining the Receiver's proposed offer to settle the outstanding issues. No response was received from Chrysler.⁷
- 3. On June 19, 2013, the Receiver provided Chrysler's counsel with draft materials in respect of the within motion, in an effort to resolve this matter without the need for a motion. The Receiver delayed filing these materials on several occasions in the hope of reaching a settlement. When Chrysler did not respond, the Receiver had to bring forward the within motion.
- 4. Given the length of time that these issues have remained unresolved, and the Receiver's desire to complete the receivership proceedings, the Receiver is seeking this Honourable Court's direction regarding the distribution of the funds from the Chrysler Trust Account.
- 5. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make an order granting the relief detailed in Section 1.1 of the Fifth Report.

All of which is respectfully submitted,

DUFF & PHELPS CANADA RESTRUCTURING INC

IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF

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

AND NOT IN ITS PERSONAL CAPACITY

⁷ The administration of the receivership estate and the bankruptcy proceedings was largely held in abeyance as a result of claims brought by the Administrator of certain of SKD's pension plans due to a decision of the Court of Appeal of Ontario in the Indalex case in 2010. Once that decision was overruled by the Supreme Court of Canada in 2012, the Receiver was able to move forward with its administration. The Receiver has no information as to why Chrysler took no steps during the intervening period to advance its issues that are not related to the SKD pension plans.

Appendix "A"

DUFF&PHELPS

Fifth Report of
Duff & Phelps Canada
Restructuring Inc.
as Court-Appointed Receiver of
NMC Canada, Inc., 2515080 Nova
Scotia Company and SKD
Company

July 5, 2013

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Court File No.: 09-CL-7960

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

FIFTH REPORT OF
DUFF & PHELPS CANADA RESTRUCTURING INC.
AS COURT-APPOINTED RECEIVER OF
NMC CANADA, INC., 2515080 NOVA SCOTIA COMPANY
AND SKD COMPANY

July 5, 2013

1.0 Introduction

- 1. Pursuant to an order ("Initial Order") of the Ontario Superior Court of Justice (Commercial List) ("Court") made on January 21, 2009, NMC Canada, Inc. ("NMC"), 2515080 Nova Scotia Company ("2515") and SKD Company ("SKD") (collectively, the "Company") commenced proceedings under the *Companies' Creditors Arrangement Act* ("CCAA") and RSM Richter Inc. ("Richter") was appointed as Monitor. A copy of the Initial Order is attached as Appendix "A".
- On June 11, 2009, the Court issued an order amending the Initial Order, placing the Company in receivership and appointing Richter as Receiver ("Receiver") of the Company's property, assets and undertaking ("Receivership Order"). A copy of the Receivership Order is attached as Appendix "B".
- 3. On April 29, 2010, an order of the Court was made authorizing the Receiver to place NMC, 2515 and SKD into bankruptcy. On January 11, 2011, SKD was placed into bankruptcy and Richter was appointed as trustee in bankruptcy ("Trustee").
- 4. On May 26, 2011, NMC and 2515 were each placed into bankruptcy and Richter was appointed as trustee in bankruptcy of each of NMC and 2515.

5. Pursuant to a Court order made on December 12, 2011 ("Substitution Order"), Duff & Phelps Canada Restructuring Inc. ("D&P") was substituted in place of Richter as Receiver 1 as a result of D&P's acquisition of the Toronto restructuring practice of Richter.

1.1 Purposes of this Report

- 1. The purposes of this report ("Report") are to:
 - a) Provide background information about the Company and these proceedings;
 - b) Advise the Court of an unresolved dispute between the Receiver and Chrysler Group LLC ("Chrysler") regarding approximately US\$828,000 being held in a trust account ("Chrysler Trust Account") by the Receiver, pending resolution of certain issues that arose between the Company and Chrysler during the CCAA proceedings ("Chrysler Dispute");
 - c) Seek directions from the Court regarding a proposed resolution of the Chrysler Dispute; and
 - d) Recommend that the Court issue an order:
 - Directing the Receiver to distribute from the Chrysler Trust Account US\$318,703 to Chrysler and US\$511,669 to SKD's estate; and
 - Approving the Receiver's activities as set out in this Report.

1.2 Currency

 Unless otherwise noted, all currency references in this Report are to Canadian dollars.

1.3 Qualifications

 In preparing this Report, the Receiver has relied on the Company's books and records, including information assembled by, and analyses performed by, Company employees and advisors. The Receiver has not performed an audit or other verification of such information.

¹ On December 9, 2011, the assets used by Richter in its Toronto restructuring practice were acquired by D&P. Pursuant to the Substitution Order, D&P was substituted in place of Richter in certain ongoing mandates, including acting as Receiver in these proceedings. The licensed trustees/restructuring professionals overseeing this mandate prior to December 9, 2011 remain unchanged.

2.0 Background

- 1. NMC and 2515 are the general partners of SKD. The only assets and liabilities of NMC and 2515 relate to SKD.
- 2. NMC and 2515 own 1% and 99% of SKD, respectively.
- 3. In addition to SKD's Canadian manufacturing operations, automotive parts manufacturing was carried on by SKD L.P. in the US and SKD de Mexico, S. de R.L. de C.V. ("SKD Mexico") in Mexico. (SKD L.P. and SKD Mexico are jointly referred to as "SKD US". Collectively, SKD and its related entities are referred to as the "SKD Group".)
- 4. The SKD Group was primarily a tier-one supplier of stampings and welded assemblies to the North American automotive industry.
- 5. Additional information concerning the Company and these proceedings is available in the various reports to Court and the motion materials filed by the Monitor, the Receiver and the trustee in bankruptcy in the CCAA, receivership and bankruptcy proceedings, respectively. Copies of these materials can be found on D&P's website at www.duffandphelps.ca.

3.0 Chrysler Dispute

- The Chrysler Trust Account was established in the CCAA proceedings to hold funds deposited by Chrysler pending resolution of certain unresolved issues between SKD and Chrysler arising from a settlement reached in May, 2009, between SKD and Chrysler. The settlement enabled Chrysler to remove its inventory and tooling that was in the possession of SKD at that time. The Chrysler Trust Account was initially under the control of Richter as Monitor. The Chrysler Trust Account is now under the control of the Receiver.
- 2. The events leading to the establishment of the Chrysler Trust Account are summarized as follows:
 - In early 2009, the Company's operations were being discontinued and Chrysler was in the process of resourcing the services provided to it by SKD. SKD was in possession of certain inventory and tooling in which Chrysler had an interest. Chrysler was indebted to SKD at that time.

- On May 15, 2009, to effect its resourcing without disruption, Chrysler paid US\$3.174 million to the Chrysler Trust Account. Of that amount, US\$77,000 related to May, 2009 operating costs funded by Chrysler, with the balance relating to various other obligations, or potential obligations of Chrysler, as detailed in the chart included in section 3.1 below.
- On May 19, 2009, Chrysler agreed to, and authorized the release to the Monitor of, US\$2.269 million from the Chrysler Trust Account to pay various amounts owing to SKD ("Settlement Amounts"). The Settlement Amounts related primarily to accounts receivable due to SKD and additional inventory purchases. It was not contemplated that any of these monies would be refundable to Chrysler.
- After payment to the Monitor of the Settlement Amounts, US\$827,794 remained in the Chrysler Trust Account. The Settlement Amounts were transferred by the Monitor to SKD.
- As at April 21, 2013, there was approximately US\$830,372 in the Chrysler Trust Account, inclusive of interest.
- Over the last few years, the Receiver has on a number of occasions contacted Chrysler through its counsel in an effort to resolve the outstanding issues so that the funds could be released from the Chrysler Trust Account. The Receiver has recommended on a without prejudice basis to Chrysler how these monies should be allocated between Chrysler and the Receiver.
- 4. The majority of the funds in dispute (approximately \$468,000) relate to the interpretation of the language in section 2.6 of an accommodation agreement, entered into among Chrysler, Ford Motor Company ("Ford") and Honda Mfg., a division of Honda Canada Inc. ("Honda") ("Chrysler, Ford and Honda are collectively referred to as the "Customers") and the Company, dated January 21, 2009, as amended from time to time (the "Accommodation Agreement"). Section 2.6 of the Accommodation Agreement limits Customer set-off rights. Additional details regarding this set-off dispute are included in section 3.1 below. A copy of the Accommodation Agreement is attached as Appendix "C".
- 5. On November 29, 2012, the Receiver sent a letter to Chrysler's counsel outlining the Receiver's proposed offer to settle the outstanding issues. No response was received from Chrysler.
- 6. On June 19, 2013, the Receiver provided Chrysler's counsel with draft materials in respect of this motion, in an effort to resolve this matter without the need for a motion. The Receiver has delayed filing these materials on several occasions. The Receiver has yet to hear from Chrysler with respect to this motion.

7. Given the length of time that these issues have remained unresolved, and the Receiver's desire to complete the receivership proceedings, the Receiver is seeking this Honourable Court's direction regarding the distribution of the funds from the Chrysler Trust Account. If the relief requested is granted, the Receiver proposes to transfer the estate funds from the Chrysler Trust Account to SKD's bankruptcy estate for distribution by the Trustee to SKD's unsecured creditors; SKD's secured creditors have been paid in full.

3.1 Proposed Allocation of Funds

1. The balance in the Chrysler Trust Account is comprised of the amounts set out in column C in the chart below, plus approximately US\$2,577 of interest. The allocations provided in columns A, B and C are based on schedules provided to the Monitor on May 19 and 26, 2009, by BBK Ltd., Chrysler's financial advisor. Copies of those schedules are attached as Appendix "D".

	Total (A)	Payment (B)	Balance (C)	Proposed Reimbursement to Chrysler (D)	Proposed Payment to Receiver (E)	Notes
Undisputed Amounts		(80)				
Undisputed payables	901.440	913.530	(12,090)	(12,090)	(w)	а
Undisputed steel contras	(143.353)	(145,276)	1,923	1.923	JE)	а
Net undisputed payables	758.087	768.254	(10,167)	(10,167)		2
Disputed Amounts						
Pricing differences	680	14	680	340	340	b
Missing parts bank invoices	61.704	59.405	2,299	1.150	1.150	b
Missing invoices - recent	1.304.557	1.255.951	48,606	24.303	24.303	Ö
Setoff limitation	467.493		467.493	-	467.493	C
Credit/debit memos	(39.842)	(38,357)	(1,484)	(742)	(742)	b
Steel contras	(212,992)	(205,056)	(7,936)	(3,968)	(3,968)	b
Net disputed payables	1.581.600	1,071,943	509 658	21,082	488.576	
Inventory to be purchased						
MOPAR inventory	315.298		315 298	293.793	21.505	d
Brampton finished goods	373.604	359.684	13.920	13.920		е
nventory						
Brampton prototype parts	68,189	69.103	(915)	(915)	-	а
otal inventory	757,091	428,787	328,304	306,799	21,505	
Subtotal	3.096.778	2.268.984	827.794	317.714	510.081	
May funding	77,000	77.000	14.			
nterest	-			989	1.588	
otal	3,173,778	2,345,984	827,794	318.703	511.669	

- 2. The Receiver's recommended treatment for each unresolved item in the table above is as follows:
 - a. Chrysler funded the payment in US dollars. As a result of foreign exchange fluctuations, Chrysler underpaid SKD by US\$12,090; this amount should be paid to the estate.
 - b. These amounts, which relate to pricing differences, missing parts bank invoices and other missing invoices have not been reconciled but are immaterial. The cost to reconcile each item would likely outweigh the benefit to either Chrysler or the Receiver; accordingly, the Receiver recommends that these amounts be shared equally by Chrysler and SKD's estate.
 - Based on the Receiver's interpretation of section 2.6 of the Accommodation Agreement, the Customers are entitled to set off up to 5% of the paid amount of any invoice issued to them by SKD in respect of Allowed Setoffs² and Professional Fee Setoffs³. It is the Receiver's interpretation that the "paid amount" means the amount invoiced for goods purchased, less credits and steel contras [emphasis added]. Chrysler applied the 5% setoff against the invoiced amount, net of credits, but prior to the application of the steel contras. The effect of this is that the aggregate amounts which Chrysler applied on account of Allowed Setoffs and Professional Fee Setoffs exceeded by US\$468,000 the amount to which the Receiver believes Chrysler is entitled. It is the Receiver's position that Chrysler's interpretation is incorrect, and that this amount should be paid to the estate pursuant to the terms of the Accommodation Agreement. Throughout the CCAA proceedings until the cessation of SKD's operations. Ford and General Motors⁴ interpreted this provision in a manner consistent with the Receiver's interpretation. Honda originally applied the 5% setoff in accordance with the Receiver's interpretation of "paid amount"; however, on learning of Chrysler's interpretation of this provision it amended its calculation.

² "Allowed Setoffs" means setoffs, recoupments or deductions for nonconforming products, quality problems, unordered or unreleased parts returned to the Company, short shipments, misshipments, premium freight charges (not caused by the Customer), incorrect invoices, mispricing, duplicate payments or billing errors, but excluding any special, incidental or consequential damages.

³ "Professional Fee Setoffs" means the actual and documented professional fees incurred by the Customers relating to the Company.

⁴ General Motors was not a party to the Accommodation Agreement; however, it was a party to the accommodation agreement entered into between SKD L.P. and certain customers of the US operations, which had similar terms to the Accommodation Agreement. At the commencement of the CCAA proceedings General Motors purchased inventory from the Company and applied the setoffs referred to in section 2.6 of the Accommodation Agreement in accordance with the Receiver's interpretation of that section.

- d. MOPAR refers to service part inventory that SKD maintained for Chrysler. At the time the Chrysler Trust Account was established, approximately US\$315,000 was funded by Chrysler in respect of the Chrysler MOPAR inventory reflected on the Company's books and records. Chrysler ultimately purchased MOPAR inventory with a total value of US\$21,505, which remains unpaid. Accordingly, the SKD estate should receive the amount of US\$21,505 in respect of the purchased MOPAR inventory and the balance, US\$293,793, should be paid to Chrysler.
- e. At the time the Chrysler Trust Account was established, approximately US\$374,000 was funded by Chrysler for Chrysler finished goods inventory reflected on the Company's books and records. Actual finished goods purchased by Chrysler (approximately US\$360,000) were less than the estimated finished goods available for purchase (approximately \$374,000); accordingly, the balance of funds allocable to this inventory, being US\$13,920, should be paid to Chrysler.
- 2. Based on the analysis set out above, the Receiver is of the view that US\$318,703 should be paid to Chrysler from the Chrysler Trust Account and the balance in the account, being US\$511,669, should be paid to SKD's estate.

4.0 Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make the Order granting the relief detailed in Section 1.1(d) of this Report.

All of which is respectfully submitted,

DUFF & PHELPS CANADA RESTRUCTURING INC.

IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF

Duff & Pleps Carada Debunhang Inc

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

AND NOT IN ITS PERSONAL CAPACITY

Appendix "B"

Bezner, Lana

From:

Douglas Murray [DMurray@e-bbk.com]

Sent:

Tuesday, May 26, 2009 2:25 PM

To:

Tim R. Zeeb

Subject:

SKD - Excel file of payments

Follow Up Flag: Follow up Flag Status:

Flagged

Attachments:

SKD- summary-Chrysler payment by entity.xls

Tim,

Here an excel file with the calculation of the balance held by the monitor.

Regards,

Doug

(See attached file: SKD- summary-Chrysler payment by entity.xls)

Douglas Murray

BBK

400 Galleria Officentre | Suite 400 | Southfield | MI | 48034 Direct: 248-603-6329 | Fax: 248-603-6330 | Cell: 313-608-4650

E-mail: dmurray@e-bbk.com | www.e-bbk.com

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SKD Company (Canada) ALLOCATION OF PAYMENT BY CHRYSLER ENTITY As of May 14, 2009

As	of May 14, 2009	,						
							Payment to SKD	Balance w/ Monitor
In SCAD	Chrysler Canada	-	Chrysler LLC	Unknown	NAME OF THE OWNER O	<u>Totals</u>		
Undisputed:								
Undisputed Payables	\$ 716,364	S	344,153		\$	1,060,518	\$1,060,518	-
Undisputed Steel Contra				(168,651)		(168,651)	(168,651)	
Net Undisputed Payable	\$ 716,364	\$	344,153	\$ (168,651)	\$	891,867	\$ 891,867	-
Disputed:							_	
Pricing Differences		\$	800		\$	800	S -	\$ 800
Missing Parts Bank Invoices	72,593					72,593	68,964	3,630
Missing Invoices - Recent	1,081,489		453,283			1,534,773	1,458,034	76,739
Setoff Limitation				549,992		549,992	W	549,992
Credit/Debit Memos				(46,872)		(46,872)	(44,529)	(2,344
Total Disputed Payables	1,154,083		454,083	503,119		2,111,285	1,482,469	628,816
Disputed Steel Contra				(250,579)		(250,579)	(238,050)	(12,529)
Net Disputed Payable	1,154,083		454,083	252,540		1,860,706	1,244,419	616,287
Inventory to be Purchased:								
	-			439,534		439.534	417,557	21,977
Brampton Finished Goods (1)				370,939		370,939	,	370,939
MOPAR Inventory (1,2)				270,232		370,237		0.01.0
			80,222			80,222	80,222	
Brampton Prototype Parts - Invoice # 80346			50,222	90,588		90,588	~ ~ <u>~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ </u>	
May Funding - Brampton - I week of Salaries				90,300		90,566		
Totals	\$ 1,870,447	S	878,459	S 984,951	5	3,733,856	\$ 2,634,065	1,009,203
In \$US	Chrysler	1	Chrysler		-			
	Canada		LLC	Unknown		Totals		
Indisputed:								
Undisputed Payables	\$ 608,910	\$	292,530	s -	5	901,440	\$ 913,530	(12,090
Undisputed Steel Contra	100			(143,353)		(143,353)	(145,276)	1,923
Net Undisputed Payable	\$ 608,910	S	292,530	\$ (143,353)	\$	758,087	0 \$ 768,254	(10,167
Disputed:								
Pricing Differences	S -	8	680	S -	S	680	\$ -	\$ 680
Missing Parts Bank Invoices	61.704		-	-		61,704	59,405	2,299
Missing Invoices - Recent	919,266		385,291	*		1,304,557	1,255,951	48,606
Setoff Limitation				467,493		467,493	-	467,493
Credit/Debit Memos			-	(39,842)		(39,842)	(38,357)	(1,484
Total Disputed Payables	980,970		385,971	427,651	*********	1,794,592	1,276,999	517,594
100 × 15 × 14 × 14 × 14 × 14 × 14 × 14 × 14	200,270	20		(212,992)		(212,992)	(205,056)	(7,936
Disputed Steel Contra	980,970		385,971	214,659	-	1,581,600	1,071,943	509,658
Net Disputed Payable Inventory to be Purchased:	300,970		202,711	2.1,307		-,,		
				200 / 24		222 604	- 359,684	13,920
Brampton Finished Goods (1)			*	373,604		373,604	- 555,009	315,298
MOPAR Inventory (1,2)			*	315,298		315,298		212,270
							27 1 2 7	990 1

77,000

837,208 \$ 3,173,778

68,189

\$ 1,589,880 S 746,690 S

68,189

77,000

Conversion Rate
Notes;
(1) Inventory has not been counted by Chrysler, so a portion of the amount may be disputed.
(2) MOPAR inventory has also not been conted; it is believed much is not usable.

Brampton Prototype Parts - Invoice # 80346

May Funding - Brampton - I week of Salaries

0.861400001

69,103

116,326

\$ 116,326 \$ 2,268,984

(915)

827,794

Appendix "C"

Bezner, Lana

From:

MSchumacher@e-bbk.com

Sent:

Tuesday, May 19, 2009 3:15 PM

To:

Kofman, Bobby

Cc:

Bezner, Lana; jlatham@goodmans.ca; mak@chrysler.com;

jsawyer@cerberusoperations.com; chill@blgcanada.com; amasse@e-bbk.com; dmurray@e-bbk.com; JChen@skdautomotive.com; jkotas@c-m-d.com; TZeeb@c-m-

d.com; sseigel@langmichener.ca; cgarrah@langmichener.ca

Subject:

SKD: Release of Funds to SKD

Attachments:

SKD Chrysler Final Payments.pdf

Bobby -

- 1) Chrysler agrees to accept the May budget for Brampton as proposed by SKD and will provide the funding for May operations on an unsecured basis.
- 2) Per the attached schedule, you are directed by Chrysler to transfer to SKD \$CAD 2,634,064.95 plus \$USD 193,326.00 as payment for:
- a) 100% of the invoiced amount for reconciled shipments from SKD to Chrysler;
- b) 100% of the invoiced amount for prototype parts produced by SKD for Chrysler;
- c) 95% of the invoiced amount for parts shipped by SKD to Chrysler but not yet receipted by Chrysler;
- d) 95% of the value of finished goods remaining at SKD's Brampton facility; and
- e) the budgeted amount of cash required to operate SKD's Brampton facility for the month of May.

Let me know if there are any questions.

take care...

- Mark

(See attached file: SKD Chrysler Final Payments.pdf)

Mark A. Schumacher

BBK

400 Galleria Officentre | Suite 400 | Southfield | MI | 48034 direct: 248.603.8355 | fax: 248.603.8356 | mobile: 248.514.8750

e-mail: mschumacher@e-bbk.com | www.e-bbk.com

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SKD Company (Canada) PAYMENTS UPON EXIT

	<u>\$ CAD</u>			<u>\$ USD</u>
Funding from Chrysler to Monitor Funds Wired to Monitor on May 15, 2009 Funds Wired to Monitor on May 19, 2009 Total Funding Provided to Monitor			_	3,173,778.00 116,326.00 3,290,104.00
Funding from Monitor to SKD Reconciled Payables Chrysler LLC Chrysler Canada Steel Offload Total Reconciled Payables Invoice for Prototype Parts Partial Payments for Unreconciled Amounts Partial Prepayment for Unshipped Parts Payment for May Costs at Brampton Total Payment Released by Monitor	344,153.23 716,364.38 (168,651.00)	891,866.61 80,222.00 1,244,419.04 417,557.30 \$ 2,634,064.95	\$	193,326.00 193,326.00
Amount Funded by Chrysler to Monitor Amounts Funded by Monitor to SKD in \$ USD in \$ CAD Amount Held by Monitor for Disputes		(2,634,064.95)		3,290,104.00 (193,326.00) (2,268,983.55) 827,794.45



Bezner, Lana

From:

Latham, Joe <jlatham@goodmans.ca>

Sent:

Thursday, August 29, 2013 4:42 PM

To:

Kofman, Bobby; Draper, Shelby; Bezner, Lana

Cc:

Myers, Fred; Anderson, Michel

Subject:

FW: SKD re: Chrysler

fyi

From: Latham, Joe

Sent: Thursday, August 29, 2013 4:42 PM

To: 'Hill, Craig J.'; Myers, Fred **Subject:** RE: SKD re: Chrysler

Craig, as noted previously, we advised as early as November of 2010 that the Receiver would require proof of the fees. There is no new or fresh "tact" being taken, and your characterization of the Receiver trying "to see if anything sticks" is inappropriate for a number of reasons. We are also unsure what your apparent threat about costs means. The total amount claimed is about \$1.17 million, and the Receiver is merely doing what it should, and what is permitted by the Accommodation Agreement, to undertake some due diligence on the amount.

All of that said, we appreciate your confirmation that you will provide the requested invoices in response to our report. Accordingly, we will reference this communication string in the reply materials.

Thank you.

Joe Latham

From: Hill, Craig J. [mailto:CHILL@blg.com]
Sent: Thursday, August 29, 2013 10:34 AM

To: Myers, Fred **Cc:** Latham, Joe

Subject: RE: SKD re: Chrysler

As I have expressed before, I doubted that the Receiver genuinely believes that Chrysler did not spend professional fees in excess of \$1 million where it engaged financial advisors and both Canadian and US counsel on what was a difficult matter. It did not raise the issue in its report, where the dispute seemed to be limited to its interpretation of the language in the Accommodation Agreement. In our view, the Receiver appears to want to expand its position to any number of possible attacks to see if anything will stick. The estate will suffer the consequences in professional fees from the tact taken by the Receiver. It is our view that such a course of action is not risk free.

I took Joe's email to be confirmation that the Receiver wants to add the quantum of professional fees to the list of issues we will be fully engaging on in the receivership proceeding. I have asked Dickinson Wright and BBK to provide me with copies of their invoices and we will file them in response to the Receiver's formalization (and framing in the record) of its dispute in its responding material. I think it is unlikely that we will have the invoices assembled prior to the date the Receiver's material is due.



Craig J. Hill

Partner

T 416.367.6156 | F 416.361.7301 | M 416.859.4618 | chill@blg.com Scotia Plaza, 40 King St W, Toronto, ON, Canada M5H 3Y4

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From: Myers, Fred [mailto:fmyers@goodmans.ca]

Sent: August-28-13 5:26 PM

To: Hill, Craig J. Cc: Latham, Joe

Subject: RE: SKD re: Chrysler

Craig,

Can you please advise as to when we can expect to receive a response to Joe's email below. As you know, our time is limited and we are hoping to have access to relevant documents on a timely basis.

Fred Myers Goodmans LLP

416.597.5923 fmyers@goodmans.ca

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7

www.goodmans.ca

From: Latham, Joe

Sent: Wednesday, August 14, 2013 6:15 PM

To: Hill, Craig J.; Myers, Fred Subject: RE: SKD re: Chrysler

Craig,

Thanks for your email. First, our request is not to an attempt to "approve" your fees, but rather to ensure that the quantum claimed by Chrysler is "actual and documented". As you may know, the Accommodation Agreement in section 2.6 provides that Customers are only entitled to set off "actual and documented fees incurred by the Customers in relation to the Supplier". Second, it appears that you do not recall that this topic was raised previously. This is one of the problems with the fact that about 4 years have passed on this matter. You may recall that, in our meeting with you on November 25, 2010 to walk through all of the various points in your September 28, 2010 email, we clearly indicated then that we would need proof of the fees which Chrysler claims to be entitled to set off. At the conclusion of that meeting, we agreed that a motion would be necessary, and this motion is the ultimate result of that.

As to requests of the other customers for proof, they were far smaller than Chrysler, but if they seek to claim more than they did at the time, we obviously have the right to ask.

With respect to the procedural issues and the schedule, we agree that the schedule does not expressly speak to this production. However, if you refuse, we will have to put in evidence that you did refuse, and then we will have to deal with that issue before Justice Brown, who I do not think will be favourably disposed to further delays and these kinds of refusals, especially where the underlying document specifies that the fees are to be actual and documented. We would rather fight about fewer issues, not more.

Please advise. We look forward to hearing from you.

Joe Latham

From: Hill, Craig J. [mailto:CHILL@blg.com] **Sent:** Tuesday, August 13, 2013 10:14 AM

To: Myers, Fred Cc: Latham, Joe

Subject: RE: SKD re: Chrysler

Fred: Perhaps not in order of relevance, my response is as follows:

- 1. The issue of whether the professional fee amounts were actually incurred has never been raised by the Receiver in the four years since the Accommodation Agreement was entered into. In fact, the Receiver has always accepted the setoff amount (provided that it was 5% net) and has never asked any of the customers for proof of any of the professional fee setoff amounts during the proceeding. To date (based on the material filed by the Receiver so far), the payment of the professional fees has not been an issue. If the Receiver wants to now (for the first time) make the payment of professional fees an issue, it is entitled to do so and can raise the issue in its material if it sees fit. At that point, we would all understand that the Receiver considers it necessary for all of us to participate in an inquiry of professional fees.
- 2. The professional fees in the setoff under the Accommodation Agreement are not subject to approval by the Court or the Receiver. To the extent that any fee support is relevant, it will be our position that it is limited to invoices and proof of payment - to show the fees actually incurred. Docket level support is not relevant for the Receiver or the Accommodation Agreement.
- 3. The endorsement of Browne J. dated July 26 indicates that the next step in the process is for the Receiver to file its Reply materials by Sept. 16, 2013. The commencement of an examination process (on "inspection") is not contemplated by the endorsement or the rules.



Craig J. Hill

T 416.367.6156 | F 416.361.7301 | M 416.859.4618 | chill@blg.com Scotia Plaza, 40 King St W, Toronto, ON, Canada M5H 3Y4

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From: Myers, Fred [mailto:fmyers@goodmans.ca]

Sent: August-12-13 5:07 PM

To: Hill, Craig J. **Cc:** Latham, Joe

Subject: RE: SKD re: Chrysler

Craig,

I now see that the total professional fees being claimed by your client includes an additional \$619,107. In order for the Court to assess your client's entitlement to a further \$549,992, we need to review the invoices and dockets for the full amount of course. Please treat my request below as being for all professional fees claimed by your client from SKD in the aggregate amount of \$1,169,099.

Fred

Fred Myers Goodmans LLP

416.597.5923 fmyers@goodmans.ca

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7

www.goodmans.ca

From: Myers, Fred

Sent: Monday, August 12, 2013 4:38 PM

To: 'Craig Hill' **Cc:** Latham, Joe

Subject: SKD re: Chrysler

Craig,

Joe has asked me to assist in the litigation between our respective clients. I understand that we are to deliver our responding evidence by September 16, 2013. In paragraph 27 (and elsewhere) of Ms Kirsch's affidavit, she makes reference to an amount of \$549,992 that your client alleges it is entitled to set off for professional fees incurred in respect of the SKD CCAA proceeding. Please provide us with copies of all professional firm invoices, including docket level back-up, upon which your client relies to support that setoff claim. Whether under Rule 30.04(2) or in anticipation of the cross-examination of Ms Kirsch, the proof of the quantum of your client's claim is in issue, so the efficient course is to provide the documents to us as early as possible.

Thank you for your cooperation.

Fred

Fred Myers Goodmans LLP 416.597.5923 fmyers@goodmans.ca

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7

www.goodmans.ca

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Appendix "E"

Bezner, Lana

From:

Bezner, Lana

Sent:

Tuesday, September 28, 2010 5:09 PM

To:

Douglas Murray

Subject:

SKD - Chrysler Trust Account

Attachments:

DMTOR-#270732-v1-Chrysler_-_Invoices_and_Daily_Ship_Details.PDF; DMTOR-#270747-

v1-Chrysller_-_Mopar_Inventory.PDF

Hi Doug,

Further to our call on Friday attached please find the following:

- 1. "Chrysler Invoices and Daily Ship Details". This includes copies of invoices for invoice numbers 4066199, 4066308, 4066409, 4066523 and 406667 and detailed shipping reports for invoice numbers 4067482, 4067706, 4067712 and 4067713.
- 2. "Chrysler Mopar Inventory". This includes the details related to the \$25,000 of Mopar inventory purchased by Chrysler.

Please give me a call with any questions regarding the attached. I will forward additional information as it becomes available.

Thanks, Lana

Lana Bezner

RSM Richter Inc.

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

Tel: 416.932.6009 Fax: 416.932.6200

lbezner@rsmrichter.com www.rsmrichter.com

SKD Automotive Group - Brampton Division Final Mopar Shipments Final Destination USA NO GST

Invoice	Date	Parts	Pkg Cost	Total
4067778	5/28/2009	1,476.79	1,020.00	2,496.79
4067779	5/28/2009	671.80	16.00	687.80
4067780	5/28/2009	6,022.94	786.60	6,809.54
4067781	5/28/2009	7,025.54	65.75	7,091.29
4067782	5/28/2009	171.00	1,284.00	1,455.00
4067783	5/28/2009	5,496.11	1,263.52	6,759.63
Total				\$ 25,300.05



Invoice

Remit TSKD COMPANY
WHEELABRATOR WAY
MILTON, ONTARIO

Invoice \$40667783

Date:05/28/2009

Customer N60000 Supplier 70983B

Sales AgeROW

GST#:

BOL#9000103006

SID#Q000073141

Bill TAHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE BOX 33825 LIVONIA MI 48151 United States Ship TGENTER LINE PARTS DISTRIBUTION
CENTER LINE MICHIGAN 48015
United States

F.O.B./Terms **VAT#:** 38-2673623-00 Our Order Mustomer Purchase OrderShipped ViaDate Shipped 05/28/20 DET 30 APPROX FACA 04067783 See Below UOMQty. Shippied Pricextensi Description Oty. Orđend Number ALL AMOUNTS STATED IN CANADIAN DOLLAR (CAD) 2.72070 516.93 SUPT BRKT - RR BUMPER REINF FA 190 190 04451834 Customer PO.: 08744124 Customer Amendment Number: J 190 (Cum including this shipment) CUM Quantity: Adjustments: Number: Code: Type: 0.00000 1,000.00 190 118F Charge Note: SETUP Sent on ASN. 0.06300 11.97 190 092A Charge 2 Note: EXPENDABLE PKG Sent on ASN. 1 0.00000 0.00 EA 1 00000EXP EXPENDABLE CONTAINER Customer PO. : CONT Customer Amendment Number: J 3,898.56 1200 3.24880 1200 04471573 TRANSMISSION OIL PAN Customer PO.: M4308187 Customer Amendment Number: E 2410 (Cum including this shipment) CUM Quantity: Adjustments: Number: Code: Type: 248.40 1200 0.20700 092A Charge 1 Note: EXPENDABLE PKG Sent on ASN. 0.00000 0.00 EA 4 EXPENDABLE CONTAINER 4 00000EXP Customer PO. : CONT Customer Amendment Number: E 3.63300 944.58 EA 260 BUSHING/DR TORSION 260 52113134AA Customer PO. : M1308013 Customer Amendment Number: C 660 (Cum including this shipment) Taxable AmountTax Amount Miscellaneous Product Total Discount Freight Invoice Tota



Invoice

Remit TSKD COMPANY
WHEELABRATOR WAY
MILTON ONTARIO
L9T 3C1

5,749.23

Invoice NP067783

Date:05/28/2009

Customer N69000 Supplier 78983B

Sales Agenow

GST#:

BOL#9000103006

SID#Q000073141

Bill CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE BOX 3382 LIVONIA MI 48151 United States Ship TGENTER LINE PARTS DISTRIBUTION
CENTER LINE MICHIGAN 48015
United States

F.O.B./Terms **VAT#:** 38-2673623-00 Our Order Moustomer Purchase OrderShipped ViaDate Shipped 05/28/20 DISPET 30 APPROX FACA 04067783 See Below Oty. Orđend Number Description UOMQty. Shippied Pricextensi Adjustments: Number: Code: Type: 260 -0.04000 -10-40 092A Allowance Sent on ASN. Note: packaging 136.04 50 04451835 SUPT BRKT - RR BUMPER REINF EA 50 2.72070 Customer PO.: 08744124 Customer Amendment Number: J 445 (Cum including this shipment) CUM Quantity: Adjustments: Number: Code: Type: 0.00000 1,000.00 50 Allowance 1 118E Note: SETUP Sent on ASN. 50 0.06300 3.15 092A Charge 2 Note: EXPENDABLE PKG Sent on ASN. 0.00000 0.00 1 00000EXP EXPENDABLE CONTAINER FA Customer PO. : CONT Customer Amendment Number: J BILL MOPAR FREIGHT CHARGES TO: CHRYSLER C/O DATA2LOGISTICS PO BOX 61040 FORT MEYERS, FL 33916 Miscellaneous Taxable AmountTax Amount Product Total Discount Freight

0.00

0.00

0.00

0.00

0.00

Invoice Tota 5,749.23

Page: 1

The property described below, in apparent good order, except as noted (centents and cendron of centent) agreed to by the shipper and section of the property described below, which said carrier (the word carrier being understood throughout this contract as meaning any person of comporation in possession of the property under the contract) agreed to carry to its usual place of diskrey it said destination, if on its route, otherwise to deliver to another carrier on the property under the contract) agreed to carry to its usual place of diskrey it said destination, if on its route, otherwise to deliver to another carrier on the route to seed destination. It is mutually agreed to carry to its usual place of diskrey it said destination, if on its route, otherwise to deliver to another carrier on the route to seed destination, and as to each borry all any promoter) said and conditions of only of any of prompty that every service to be performed hereunder the ability of all the terms and conditions of the following the carrier of the contract of the contract and the contract and the contract and conditions of the contract and conditions of the contract and the contract and the contract and conditions are contract and contract and conditions are contract.

SHIPPER NO.

SHIPMENT I.D. 0000073141

SUPPLIER CODE 79983B

FOB

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

CONSIGNED TO DESTINATION

ATTN: NICK BALE - LINC OUTBOUND

SOLD TO

CHRYSLER CANADA INC.

ATTN: CANADA ACCTS PAYABLE

P.O. BOX 3382 LIVONIA MI 48151

IMAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY)

CARRIER NO. FACA

CARRIER NAME (Unknown carrier)

SKD BRAMPTON

XX PREPAID

SKD BRAMPTON **40 HOLTBY AVENUE** BRAMPTON ON L6X 2M1 Canada Phone: 905 451-8241

3685 CENTRAL AVENUE C/O LINC DETROIT CROSSDOCK **DETROIT MICHIGAN 48210**

CHRYSLER 00143

United States COLLECT CUSTOMER --PLANT OR DESTINATION CODE TRAILER NUMBER ROUTE CODE TERMS ASSEMBLY PLANT BILL OF LADING NUMBER MODE DESCRIPTION NUMBER SHIPPED 03110 W47210 3000 NET 30 APP CENTER LINE 0000103006 05/28/09 Less than trailer load (ItI) MODEL BOOK. NO. OF W. OUR PART NUMBER CUSTOMER ORDER NO. 12000 ** CUSTOMER PART NUMBER AND PART DESCRIPTION **ACCUM TOTAL** PCS UNITS QUANTITY SHIPPED YR. NUMBER NUMBER CONTAINERS Shipment UOM: LB CENTER LINE PARTS DISTRIBUTION CTR #3110 26311 LAWRENCE AVENUE CENTER LINE MICHIGAN 48015 Ultimate Destination: United States (CANADIAN DOLLA ******** CHRYSLER C/O DATA2LOGISTICS PO BOX 61040 FORT MEYERS, FL 33916 Shipment Details Follow 5047 08744124 D. ORR 612-2 EA 04451834 190 190 EXPENDABLE CONTAINER **SUPT BRKT - RR BUMPER REINF** 00000EXP UNIT PRICE: NET: 469 UNIT: 1.1197 KG 2.7207 EXT PRICE: 516.9300 5048 08744124 D. ORR 946-0 04451835 445 EA 50 SUPT BRKT - RR BUMPER REINF EXPENDABLE CONTAINER 00000EXP UNIT PRICE: EXT PRICE: 136.0400 NET : 124 UNIT: 1.1249 KG 2.7207 P. CARE 945-2 5050 M4308187 1200 04471573 2410 EA EXPENDABLE CONTAINER TRANSMISSION OIL PAN 00000EXP ENG CH LEV : L UNIT: 1.9051 KG UNIT PRICE: 3.2488 EXT PRICE: 5040 3.898.5600 80014400-00 M1308013 52113134AA G. OLES 945-2 660 260 **BUSHING/DR TORSION** EXPENDABLE CONTAINER 00000EXP e FIBRE BOXES used for this Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee, without recourse on the ipment conform to the specification

											1
NO. OF CONTAINERS	CONTAINERS DESC	CMDTY.	SUB	DESCRIPTION OF ARTIC	CLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT	CLASS OR RATE	CHEC	IN shipme	BRE BOXES used for this ent conform to the specifica rth in the box maker's certifi	
TOTAL CONTAINER	18								thereo Rule 4 Classif *If the ports I require state v shippe NOTE value, specif	in, and all other requirement to forthe Consolidated Freight fication. In the Consolidated Freight fication is shipment moves between to yournier by water, the law es that the bill of lading shall whether it is "carrier's or aris weight." It will be 'st's weight." It will be cally in writing the agreed or ed value of the property.	s of nt two I
GROSS WEIGHT			1	ARE	NET WEIGHT				-		

PERMANENT POST OFFICE ADDRESS OF SHIPPER

AGENT, PER



t forth in the box maker's certificate consignor, the consignor shall sign the following statement The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

> Signature of Consignor If charges are to be prepaid, write or stamp here. "To be prepaid."

to apply in prepayment of the charges on the property described hereon

Agent or Cashier

(The signature here acknowledges

Charges Advanced

only the amount prepaid)

Page: 2

The property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated below, which said certier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract agrees is carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each party a said unperty over all or any portion of said circuit to destination, and as to each party at any unterested in all or any of said property vower after a shall be subject to all the terms and conditions of the Uniform Demostic Straight Bill of Lading set (crit (i) in Official, Southern, Western and Illinois Freight Classifications in affect on the date hearof. If this is a reli-water shipment, or (2) in the applicable motor carrier classification or terriff if this is a motor corrier shipment sheetly agreed to by the shipper and succepted for himself and his assigns.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Sill of Lading **CONSIGNED TO DESTINATION**

(MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY)

CHRYSLER 00143

ATTN: NICK BALE - LINC OUTBOUND

SKD BRAMPTON 40 HOLTBY AVENUE **BRAMPTON ON L6X 2M1** Canada Phone: 905 451-8241

3685 CENTRAL AVENUE C/O LINC DETROIT CROSSDOCK DETROIT MICHIGAN 48210 CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE P.O. BOX 3382 LIVONIA MI 48151

United States

SHIPPER NO. 04067783 SHIPMENT I.D. 0000073141 SUPPLIER CODE 79983B

FOB SKD BRAMPTON

CARRIER NO. FACA

CARRIER NAME (Unknown carrier)

COLLECT XX PREPAID

CUSTO	MER.	PLANT DESTINATION	OR ON CODE	्य तह	AILER NUMBER	ROUTE CODE	TERMS	ASSEMBLY PLANT	A COLUMN TO THE REAL PROPERTY OF THE PERTY O	BILL OF	LADING NU	MBER	DATE		ODE DESCRI	PTION .
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	OUR PAR	T'NUMBER "	Octobranista iki	27 M.C	SUSTOMER ORDER NO	. ∴ ∺cus	TOMER PART NUMBER AN	D PART DESCRIPTIO	MODE YR.		K RELEAS ER NUMBE	E ACCUMIT	TOTAL AND	NO. OF CONTAINERS	PCS UNITS	QUANTITY SHIPPED
ENG CH LEV: NET: 13 **TOTAL PRI	35	UNIT: 0.	.2355 KG	UNIT F	PRICE: 3.633	O EXT PRICE	:: 944.5800							**TOTAL SHI	PPED:	1700
NO. OF			r					entered the second state of the second s		CLASSI	clures The	FIBRE BOXES used	for this	Cubias to Carda	7 of condition	s, if this shipment is to
CONTAINERS		NERS DESC	CMDTY.	SUB		Most of Sections of the Control of t	PECIAL MARKS AND EXCE	PTIONS V	/EIGHT	CLASS OR RATE	COLUMN ship	pment conform to th	ne specification	ns be delivered to the	consignee, with	out recourse on the he following statement.
	Box (Corr Box (Stan		830230		VIBRATION CON VEHICLES Mountings, fittin suitable for moto	gs and simil			135 593		the Rul Cla *if por req sta shi NO val	reon, and all other re e 41 of the Consolic ssification. the shipment move: ts by carrier by wat- uires that the bill of te whether it is "car pper's weight." TE: Where the rate ue, shippers are reque,	equirements or dated Freight s between two er, the law lading shall rier's or is dependant of uired to state	The carrier shall payment of freight a	not make delive nd all other law are to be pre- re. *To be pr	ry of this shipment without ful charges. Signature of Consignar epaid, write or
												cifically in writing to clared value of the p		to apply i		t of the charges bed hereon
TOTAL CONTAIN	NERS	7														Agent or Cashier
GROSS WEIG	нт	6174			TARE 4	06	NET WEIGHT 5	768						Per (The sign	nature here a	knowledges
THE AGREED OR PERMANENT PO ADDRESS OF	OST OFFICE		HEREBY SPECIFICA	ALLY STATE	D BY THE SHIPPER TO BE NOT E	XCEEDING \$	AGENT, PER	on						only the	amount prepa Charges A	

PROFORMA INVOICE

	FAX:	905-451-8623	BROKER:	FED E	EX TRADE NETWORK	K	PAGE 1	
	RTER/SELLER/CONSIGNOR	TELEPHONI			CUSTOMS CLEARANCE	BY:		
	O BRAMPTON HOLTBY AVENUE				FED EX TR	ADE NETWO	ORK	
	AMPTON ON L6X 2M1					ARGES TO ACC.		
Can					BROKERIOE CIT	MOLD TO MOO.	<i>51</i> 1010	
404	ne: 905 451-8241					14		
	.D. NUMBER							
SUPPL	TER ID 79983B ED TO CONSIGNEE (IF NOT SO	I D OR IS DIRECTENT THAN	I DIIVED)		BUYER/IMPORTER (IF SO)(N)	TELEPHONE	
	NTER LINE PARTS DIS		V BO LLK)		CHRYSLER CAN	ADA INC		
263	11 LAWRENCE AVENU	JE			P.O. BOX 3382 CANADA ACCTS	DAVARIE		
CE	IMPD I INP	*			LIVONIA	TATABLE		
	NTER LINE CHIGAN 48015				MI	48151		
U.S. II OR SS	RS NUMBER 38-26736230	00						
COUN			ufactured Goods	TERM	IS OF SALE: F.O.B.	. Plant	F.O.B. Destination	Other
Other	7			DISC	OUNTS: (Explain)			
If "variou	s", include as part of Detailed Desc			DITT	CHETOME CHARCE	ee TO:	1 n i i i i	
FREIG Propaid		Border To Des Prepaid & Charged	tination \$ Collect X	Other	CUSTOMS CHARGE	So 10: Exporter	Buyer Importer	Consigned X
					RENCY OF SALE:	CDN Funds X		US Funds
CARRI				Other	Ц			
	A Claimed: Blanket Cert. A Claimed: Certificate Att		Not Claimed	PART	TES TO THIS TRANS	SACTION ARE:	Related	Not Related X
SID		3141 Bill of Lading	# 0000103006	PRIC	ES INCLUDE:	Duty	Brokerage	Freight
	VOICE # 040677		,,, 0000103000	Other (E	ixplain)	, U		
Date		2009		NET '	WT: 5768	LB (GROSS WT: 6174	LB
Pes. Pkgs.	Part No./Descripti	ion P.O. No	o./Country of O	rigin	H.S. No.	Unit Qty.	Unit Price	Amount
					22222	100	2 72070	516.02
1	04451834	ADED DEINE	O8744124 404		830230	190	2.72070	516.93
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1	04451835		08744124		830230	50	2.72070	136.04
	SUPT BRKT - RR BUN	APER REINF	404					
4	04471573		M4308187		870899	1200	3.24880	3,898.56
	TRANSMISSION OIL	PAN	404					
1	52113134AA		M1308013		401699	260	3.63300	944.58
	BUSHING/DR TORSIC	ON	400					
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		•						
		4			****	** Monetary A	mounts Stated in :	CAD
	CANAL CONTROL OF THE STATE OF							
7	TOTAL PCS./F	PKGS				Alekso - Alekson II	NVOICE TOTAL	5,496.11
	ECLARATION:				INVOICE PREPA	RED BY:		
I ce	rtify that: to the best of me and correct.	ny knowledge the information	mation contained abo	ove is	Signature			
true								



Invoice

Remit To

Invoice Mpg67778

Date:05/28/2009

Customer Noco10 Supplier 78983B

Sales Agenow

GST#:

BOL#9000103001

SID#Q000073136

Bill THRYSLER LLC ATTN: CORP ACCOUNTS PAYABLE BOX 537927 LIVONIA MI 48153-7927 States

J.& L MANUFACTURING COMPANY PLT 93334 SCHOENHERR WARREN MICHIGAN 48089 United States Ship T_{2334}^{J}

F.O.B./Terms VAT#: Our Order Mustomer Purchase OrderShipped ViaDate Shipped 05/28/20 DET 30 APPROX FACA 04067778 See Below UOMQty. Shippied Pricextensi Description Oty. Orđend Number ALL AMOUNTS STATED IN CANADIAN DOLLAR (CAD) 0.55370 221.48 400 EA 400 04719885AA CS DOG LEG FNDR BRKT LT Customer PO.: 03124206 Customer Amendment Number: K CUM Quantity: 500 (Cum including this shipment) Adjustments: Number: Code: Type: 200.00 400 0.50000 092A Charge Note: EXPENDABLE PKG Sent on ASN. 0.79280 142.70 180 EA 180 04719655AC CS FNDR BRKT SD SHLD LH Customer PO.: 03124123 Customer Amendment Number: \$ CUM Quantity: 680 (Cum including this shipment) Adjustments: Number: Code: Type: 90.00 180 0.50000 092A Charge Note: EXPENDABLE PKG Sent on ASN. 888.49 EA 1060 0.83820 1060 04719654AC CS FNDR BRKT SD SHLD RT Customer PO.: 03124123 Customer Amendment Number: S CUM Quantity: 1460 (Cum including this shipment) Adjustments: Number: Code: Type: 0.50000 530.00 1060 092A Charge Note: EXPENDABLE PKG Sent on ASN. 0.56030 224.12 400 CS DOG LEG FNDR BRKT RT 400 04719884AA Customer PO.: 03124206 Customer Amendment Number: K CUM Quantity: 400 (Cum including this shipment) Miscellaneous Taxable AmountTax Amount Product Total Discount Freight Invoice Tota

Invoice Tota 2,496.79



Invoice

Remit TSKD COMPANY
WHEELABRATOR WAY
MILTON ONTARIO
WAY

Invoice Mpg67778

Date:05/28/2009

Customer No 010 Supplier 70983B

Sales Agent

GST#:

BOL#9000103001

SID#Q000073136

Bill AURYSLER LLC ATTN: CORP ACCOUNTS PAYABLE FLOONIA MI 48153-7927 United States Ship T93&1 MANUFACTURING COMPANY PLT WARREN MICHIGAN 48089 United States

F.O.B./Terms VAT#: Our Order Mustomer Purchase OrderShupped ViaDate Shipped SKD BRAMPTON 05/28/20 DET 30 APPROX 04067778 See Below FACA UOMQty. Shippied Pricextensi Description Oty. Orđemd Number Adjustments: Number: Code: Type: 200.00 400 0.50000 092A Charge 1 Note: EXPENDABLE PKG Sent on ASN. BILL MOPAR FREIGHT CHARGES TO: CHRYSLER 3101 C/O DATA2LOGISTICS PO BOX 61040 FORT MEYERS, FL 33916 Taxable AmountTax Amount Miscellaneous Product Total Discount Freight 0.00 0.00 0.00 0.00 0.00 2,496.79

Page: 1

Uniform Domestic Straight Bull of Lazing, adopted by Carriers In Official, Southern, Western, and Illinois Classification Territories. March 15, 1922 as smanded August 1, 1950 and June 15, 1941

SKD COF

NROPHS STAILANT BUT COFF ADMINISTRATING THE PORT A Original Not Negocitable

Not Negocitable

Not reported the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the world carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract agrees to carry to its causal place destination. If it is required to deliver to another carrier on the route to said escribation. If it is multiply agreed as carrier of all or any of said property own all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Omnessic Straight Birl of Lading self-ort.) If it is a familiar with all the terms and conditions of the said bill of inding, including those on the back thereof. If this is a rail-water adherenced to both the shineser and accondate for this billioner and accondate for this billioner and accondate for this billioner.

heraby agreed to by the shipper and accepted for himself and his assigns.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. CONSIGNED TO DESTINATION

(MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY) SOLD TO

SHIPPER NO. SHIPMENT I.D. 0000073136 SUPPLIER CODE 79983B

CHRYSLER 00143

ATTN: CORP ACCOUNTS PAYABLE

FOB SKD BRAMPTON

SKD BRAMPTON 40 HOLTBY AVENUE **BRAMPTON ON L6X 2M1** Canada Phone: 905 451-8241

ATTN: NICK BALE - LINC OUTBOUND

P.O. BOX 537927

CHRYSLER LLC

CARRIER NO. FACA CARRIER NAME 14th Avenue Cartage

3685 CENTRAL AVENUE C/O LINC DETROIT CROSSDOCK DETROIT MICHIGAN 48210

LIVONIA MI 48153-7927 United States

COLLECT

XX PREPAID

CUSTOMER PLANT OR DATE TRAILER NUMBER ROUTE CODE TERMS ASSEMBLY PLANT BILL OF LADING NUMBER MODE DESCRIPTION NUMBER **DESTINATION CODE** SHIPPED 53372 W47210 3000 NET 30 APP J & L MANU Geographic receiving/shipping 05/28/09 0000103001 MODEL BOOK . RELEASE NO. OF CONTAINERS OUR PART NUMBER CUSTOMER ORDER NO." CUSTOMER PART NUMBER AND PART DESCRIPTION **ACCUM TOTAL** PCS UNITS QUANTITY SHIPPED NUMBER NUMBER Shipment UOM: LB J & L MANUFACTURING COMPANY PLT #53372 Ultimate Destination: 23334 SCHOENHERR WARREN MICHIGAN 48089 United States (CANADIAN DOLLA CHRYSLER 3101 C/O DATA2LOGISTICS PO BOX 61040 FORT MEYERS, FL 33916 Shipment Details Follow P. REIF EA 1060 03124123 04719654AC 946-4 1460 1 4719654AC-90 EXPENDABLE CONTAINER CS FNDR BRKT SD SHLD RT 00000EXP ENG CH LEV : A UNIT: 0.1541 KG UNIT PRICE: 360 0.8382 EXT PRICE: 888,4900 03124123 04719655AC P. REIF 946-4 680 180 4719655AC-90 EA 1 CS FNDR BRKT SD SHLD LH EXPENDABLE CONTAINER 00000EXP ENG CH LEV : A EXT PRICE: UNIT PRICE: 0.7928 142,7000 UNIT: 0,1537 KG EA 400 50025090-00 400 03124206 04719884AA D. ORR 946-4 **CS DOG LEG FNDR BRKT RT** EXPENDABLE CONTAINER

NO. OF CONTAINERS	CONTAINERS DESC	CMDTY.	SUB DES	CRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT	CLASS OR RATE	CHECK
TOTAL CONTAINE	RS	11					
GROSS WEIGHT	Г	A	TARE	NET WEIGHT			

0.5603

EXT PRICE:

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The FIRRE BOXES used for this

state whether it is "carrier's or shipper's weight."

Classification.

set forth in the box maker's certificate thereon, and all other requirements of

Rule 41 of the Consolidated Freight

*If the shipment moves between two ports by carrier by water, the law requires that the bill of lading shall

Subject to Section 7 of conditions, if this shipment is to shipment conform to the specifications be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without

payment of freight and all other lawful charges.

Signature of Consignor If charges are to be prepaid, write or stamp here. "To be prepaid."

Received S

00000EXP

to apply in prepayment of the charges on the property described hereon

Agent or Cashier

(The signature here acknowledges only the amount prepaid)

Charges Advanced

PERMANENT POST OFFICE ADDRESS OF SHIPPER

ENG CH LEV : NET:

140

UNIT: 0.1588

KG UNIT PRICE:

AGENT, PER

224.1200



Page: 2

Uniform Domestic Straight Bill of Lading, adopted by Carriers in Ortical, Southern, Western, and Illinois Classification Territories. March 15, 1822 as amended August 1, 1950 and June 15, 1941

SKD COF

The property described below, in opparent good order, except as noted icontents and condition of contents of peckages unknown), marked, consupped, and destined as indicated below, which said carrier (the word carrier being understood from the contents and condition of contents of peckages unknown), marked, consupped, and destined as indicated below, which said carrier (the word carrier being understood as to each content of all or any of said property carrier being understood greates to carry to its usual player, to its usual player of delivery at static detentation, if on the soften content or any of said property caver all or any particion of said crule to destination, and as to each party at any time interested in all or any of said property. That every service to be performed hermunder that be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and littin into Freight Chasifications in effects in the data heaven? If this is a rank water shorment, or (2) in the applicable meter carrier despitation or theriff which governs the transportation of this shipment, and the said terms and conditions are heavy setting to by the shipper and accordated for himself and his assigns. hereby agreed to by the shipper and accepted for himself and his assigns.

RECEIVED, subject to the classifications and tariffs in affect on the date of the issue of this Bill of Lading CONSIGNED TO DESTINATION

(MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY) SOLD TO

SHIPPER NO.

CHRYSLER 00143

CHRYSLER LLC

P.O. BOX 537927

SHIPMENT I.D. 0000073136

ATTN: CORP ACCOUNTS PAYABLE

SUPPLIER CODE 79983B **FOB** SKD BRAMPTON

FACA

SKD BRAMPTON 40 HOLTRY AVENUE ATTN: NICK BALE - LINC OUTBOUND

CARRIER NO.

BRAMPTON ON L6X 2M1 Canada Phone: 905 451-8241

3685 CENTRAL AVENUE C/O LINC DETROIT CROSSDOCK DETROIT MICHIGAN 48210

LIVONIA MI 48153-7927 CARRIER NAME 14th Avenue Cartage **United States**

XX PREPAID

COLLECT CUSTOMER PLANT OR DATE ROUTE CODE **TERMS** TRAILER NUMBER ASSEMBLY PLANT BILL OF LADING NUMBER MODE DESCRIPTION NUMBER **DESTINATION CODE** 53372 W47210 3000 NET 30 APP J & L MANU Geographic receiving/shipping 0000103001 05/28/09 MODE BOOK RELEASE NO. OF CONTAINERS OUR PARTINUMBER COMMON STANDARD CUSTOMER ORDER NO. CUSTOMER PART NUMBER AND PART DESCRIPTION ACCUM TOTAL PCS UNITS QUANTITY SHIPPED NUMBER NUMBER 50025190-00 03124206 04719885AA D. ORR 946-4 500 EA 400 1 CS DOG LEG FNDR BRKT LT EXPENDABLE CONTAINER 00000EXP ENG CH LEV: 140 UNIT PRICE: 0.5537 EXT PRICE: UNIT: 0.1588 KG 221,4800 **TOTAL PRICE: 1,476.7900 **TOTAL SHIPPED: 2040

110 05										
NO. OF CONTAINERS	CONTAINERS DES	C CMDTY.	SUB	DESC	RIPTION OF ARTIC	CLES SPECIAL MARKS AN	D EXCEPTIONS	WEIGHT	CLASS OR RATE	The FIBRE BOXES used for this shipment conform to the specific
2	Box (Corrugated of	or 830230	8060	OTHER M	OUNTINGS &	FITTINGS FOR VEH	ICLES	421		set forth in the box maker's certi thereon, and all other requiremen
	Box (Standard)	870829		Other star	mpings			280		Rule 41 of the Consolidated Freig Classification.
										"If the shipment moves between ports by carrier by water, the law requires that the bill of lading shipter state whether it is "carrier's or shipper's weight." NOTE: Where the rate is dependivalue, shippers are required to st specifically in writing the agreed declared value of the property
TOTAL CONTAIN	ners 4									
GROSS WEIG	нт 933	CHO.		TARE	232	NET WEIGHT	701			

set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Consolidated Freight Classification. *If the shipment moves between two ports by carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

shipment conform to the specification

NOTE: Where the rate is dependant on value, shippers are required to state specifically in writing the agreed or declared value of the property

Subject to Section 7 of conditions, if this shipment is to ne delivered to the consignes, without recourse on the signor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without lyment of freight and all other lawful charges.

> Signature of Consigner If charges are to be prepaid, write or

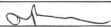
stamp here. "To be prepaid Received S to apply in prepayment of the charges

on the property described hereon

Agent or Cashier

(The signature here acknowledges only the amount prepaid) Charges Advanced

PERMANENT POST OFFICE ADDRESS OF SHIPPER



PROFORMA INVOICE

		BROKER :		X TRADE NETWORK			
CIVID DD A		ONE 905-451-8241		CUSTOMS CLEARANCE	BY:		
	MPTON BY AVENUE			FED EX TR	ADE NETWO	ORK	
	BY AVENUE ON ON L6X 2M1			100- Decisional Decisions			
Canada				BROKERAGE CH.	ARGES TO ACC. (OF PURC	
Phone: 90 404	5 451-8241						
TAX I.D. NUN	ADED						
SUPPLIER ID	79983B			DATE OF TO A CONTROL OF THE	OT DI	TELEPHONE	
	CONSIGNEE (IF NOT SOLD OR IF DIFFERENT T LNUFACTURING COMPANY PLT #	HAN BUYER)		BUYER/IMPORTER (IF SO CHRYSLER LLC	(מיונ)	TECCERONE	
23334 SC	HOENHERR			P.O. BOX 537927	CDANADIE		
a 10	, for			CORP ACCOUNT	SPATABLE		
WARREN MICHIGA				MI	48153-7927		
U.S. IRS NUM OR SS NUMBE	BER						
COUNTRY O		Manufactured Goods	TERM	IS OF SALE: F.O.B.	. Plant	F.O.B. Destination	Other
COUNTRI	or origin; canada		LEM	is of basis.			
Other If "various", include	de as part of Detailed Description of Goods.		DISCO	OUNTS: (Explain)			
FREIGHT:		Destination \$		CUSTOMS CHARGI	ES TO: Exporter	Buyer Importer	Consignce X
Prepaid & Includ	ded Prepaid & Charged	Collect	Other	ENCY OF SALE:			
CARRIER:	FTI-THOMPSON TRANSPORT		Other	ENCY OF SALE:	CDN Funds X		US Funds
	CONTRACT AND CONTRACT CONTRACT TO THE SAME OF PRINCES.	A Not Claimed	PART	IES TO THIS TRANS	SACTION ARE:	Related	Not Related X
	med: Certificate Attached	,,	PRICE	ES INCLUDE:		, , , , , , , , , , , , , , , , , , ,	
SID#	0000073136 Bill of Ladi	ng# 0000103001	Other (Ex	splain)	Duty	Brokerage	Freight
INVOIO Date:	CE # 04067778 Trailer # 05/26/2009		NET V	VT: 701	LB (GROSS WT: 933	LB
					Maria de la Maria de		
Pes. Par	rt No./Description P.O.	No./Country of O	rigin	H.S. No.	Unit Qty.	Unit Price	Amount
1 0471	9654AC	O3124123		8302303060	1060	0.83820	888.49
CS F	FNDR BRKT SD SHLD RT	404					
1 0471	9655AC	O3124123		8302303060	180	0.79280	142.70
CS F	AND DRALL OD CHILD I'M					0.77400	142.70
	FNDR BRKT SD SHLD LH	404				0.79200	142.70
1 0471				870829	400		224.12
	9884AA DOG LEG FNDR BRKT RT	404 O3124206 404		870829	400	0.56030	
CS E	9884AA DOG LEG FNDR BRKT RT	O3124206 404				0.56030	224.12
CS E	9884AA	O3124206		870829 870829	400		
CS E	9884AA DOG LEG FNDR BRKT RT 9885AA	O3124206 404 O3124206				0.56030	224.12
CS E	9884AA DOG LEG FNDR BRKT RT 9885AA	O3124206 404 O3124206				0.56030	224.12
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CS E	9884AA DOG LEG FNDR BRKT RT 9885AA	O3124206 404 O3124206		870829	400	0.56030	224.12
CS II 1 0471 CS II	9884AA DOG LEG FNDR BRKT RT 9885AA	O3124206 404 O3124206		870829	400 ** Monetary A	0.56030 0.55370	224.12 221.48
1 0471 CS E	9884AA DOG LEG FNDR BRKT RT 9885AA DOG LEG FNDR BRKT LT	O3124206 404 O3124206		870829	** Monetary A	0.56030 0.55370 mounts Stated in :	224.12 221.48
1 0471 CS E	9884AA DOG LEG FNDR BRKT RT 9885AA DOG LEG FNDR BRKT LT TOTAL PCS./PKGS ARATION: nat: to the best of my knowledge the interest of the second	O3124206 404 O3124206 404	ve is	*****	** Monetary A IN RED BY:	0.56030 0.55370 mounts Stated in :	224.12 221.48



Invoice

ISKO COMPANY WHEELABRATOR WAY MILTON ONTARIOR WAY Remit To

Invoice Nac67779

Date:05/28/2009

Customer Noe010 Supplier 78083B

Sales Agenow

GST#:

BOL#0000103002

SID#Q000073137

Bill AURYSLER LLC ATTN: CORP ACCOUNTS PAYABLE FLOONIA MI 48153-7927 United States

Ship TMILWAUKEE PARTS DISTRIBUTION CT MILWAUKEE WISCONSIN 53207 United States

F.O.B./Terms VAT#: Our Order Moustomer Purchase OrderShipped ViaDate Shipped BRAMPTON 05/28/20 NOET 30 APPROX FACA 04067779 See Below Oty. Ordemd Number UOMQty. Shipmind Pricextensi Description ALL AMOUNTS STATED IN CANADIAN DOLLAR (CAD) 160 3.56250 570.00 160 52088425 BUSHING FOR WJ CONTROL ARM Customer PO. : M9319028 Customer Amendment Number: F CUM Quantity: 14160 (Cum including this shipment) Adjustments: Number: Code: Type: 16.00 092A 160 0.10000 1 Charge Note: EXP. PKG Sent on ASN. 0.00000 0.00 EA 1 00000EXP EXPENDABLE CONTAINER Customer PO. : CONT Customer Amendment Number: F 60 1.69670 101.80 60 52127952AC BRACKET PK/BRK Customer PO. : M6308022 Customer Amendment Number: A CUM Quantity: 60 (Cum including this shipment) Adjustments: Number: Code: Type: 60 -0.64000 -38.40 092A Allowance Note: PKG Sent on ASN. BILL MOPAR FREIGHT CHARGES TO: CHRYSLER C/O DATA2LOGISTICS PO BOX 61040 FORT MEYERS, FL 33916 Taxable AmountTax Amount Miscellaneous Product Total Discount Freight 0.00 0.00 0.00 0.00 0.00 649.40

Invoice Tota

649.40

Page: 1

Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern, Western, and Illinois Classification Territories. March 15, 1922 as amended August 1, 1950 and June 15, 1941

SKD COP

The property described below, in apparent good order, except as noted (contents and conditions or contents of packet, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any porson or corporation in possession of the oroparty under the control) agrees to carry to its usual place of delivery at and destination, if on its route, otherwise to deliver to arrother carrier on the touts to said destination it is mutually agreed, as to each carrier of all or any of sace property over all or any portion of said for to te destination, and as to each party at any time interested in all or any of sace property view all or any portion of said for to te destination, and as to each party at any time interested in all or any of sace property over all or any of sace property over all or any of sace property over all or any of sace property view all or any of sace property. That avery service, to be parformed harvander shall be subject to all the terms and concions of the Uniform Domestic Straight Bill of Lading, including those on the back thereof, set forth in the disalification or tariff which governs the transportation of this adjument, and the said terms and conditions are hardy agreed to by the shipper and accepted for himself and his assigns.



RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading CONSIGNED TO DESTINATION

(MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY)

SHIPPER NO. 04067779

CHRYSLER 00143

CHRYSLER LLC

SHIPMENT I.D. 0000073137 SUPPLIER CODE 79983B

ATTN: CORP ACCOUNTS PAYABLE

FOB SKD BRAMPTON

40 HOLTBY AVENUE BRAMPTON ON L6X 2M1 Phone: 905 451-8241

SKD BRAMPTON

ATTN: NICK BALE - LINC OUTBOUND

P.O. BOX 537927

CARRIER NO. FACA

3685 CENTRAL AVENUE C/O LINC DETROIT CROSSDOCK DETROIT MICHIGAN 48210

LIVONIA MI 48153-7927

CARRIER NAME (Unknown carrier)

United States

COLLECT XX PREPAID

	CUSTO		PLANT OR DESTINATION CO	DE	TRAILER NUMBER	ROUTE CODE	TERMS	ASSEMBLY PLAN	NT	В	ILL:OF LA	DING NU	JMBER	DATE SHIPPED	, м	ODE DESCRI	PTION
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-	\$* 3 P	OUR PART	NUMBER		CUSTOMER ORDER NO	custo	OMER PART NUMBER AN	ID PART DESCRIPT	ION I	MODEL YR.	BOOK NUMBER	RELEAS		OTAL	NO. OF CONTAINERS	PCS UNITS	QUANTITY SHIPPED
	Shipment L Ultimate ***********************************	Destinatio ALL PRICES L Gener R FREIGH 2LOGISTIC 040 ERS, FL 3 0-00	JISTED IN FUNCTIONA ic Shipment Text T CHARGES TO: CS	Shipment KG UNI	ARTS DISTRIBUTIC CLEMENT AVENUE VISCONSIN 53207 EY - CA (C. Details Follow M9319028 T PRICE: 3.56: M6308022 T PRICE: 1.69	520 BUS 25 EXT PRICE: 521 BRA	9 288425 SHING FOR WJ COI 570,0000 127952AC ACKET PK/BRK 101.8000	NTROL ARM			P. CARE		1416 60	EX	1 PENDABLE CONTAI OOOOOEXP 1 PENDABLE CONTAI OOOOOEXP **TOTAL SHI	EA NER	160 60 220
	NO. OF CONTAINERS	CONTAI	NERS DESC CMI	TY. SUI	DESCRIPTION	OF ARTICLES SPE	CIAL MARKS AND EXCE	EPTIONS	WEIGH'	T C		UMN shi	e FIBRE BOXES used	e specificatio	ns be delivered to the	onsignee, with	s, if this shipment is to out recourse on the
•	1	Box (Corri Carton (Co		8295060	OTHER				131		GATE	set the Ru Cle *Ii	forth in the box malereon, and all other re le 41 of the Consolid assification. i the shipment moves rts by carrier by wate quires that the bill of	ker's certifical equirements of ated Freight between two or, the law	te consignor, the consist f The carrier shall repayment of freight a	nor shall sign to not make deliver	he following statement. ry of this shipment withou
												str	ite whether it is "can ipper's weight."	ier's or			Signature of Consigno epaid, write or
												va	OTE: Where the rate i lue, shippers are requ ecifically in writing th	ired to state	on stamp her	e. *To be pr	epaid."
													clared value of the pr		to apply i	n prepayment operty describ	t of the charges bed hereon
	TOTAL CONTAIN	IERS	2					-									Agent or Cashier
	GROSS WEIGH		367		T Partie		IET WEIGHT 2	251							Per (The sign	ature here ac	knowledges
			OF THE PROPERTY IS HEREBY	SPECIFICALLY ST.	ATED BY THE SHIPPER TO BE NOT E	7 - /-		O 4							only the	arnount prepa Charges Ad	aid)
	PERMANENT PO		SHIPPER.	1	moul &	1010	AGENT, PER	age							\$	(C. C. C	

PROFORMA INVOICE

-	FAX:	905-451-8623	BROKER:	FED E	EX TRADE NETWOR		PAGE '	1
	ORTER/SELLER/CONSIGNOR	TELEPHONI	905-451-8241		CUSTOMS CLEARANCE	BY:		
	D BRAMPTON HOLTBY AVENUE				FED EX TR	ADE NETW	ORK	
	AMPTON ON L6X 2M1				1922A-0-0207-0-3-10004-7 APPLICATION - DAIL-480-4000	ARGES TO ACC.		
	nada one: 905 451-8241				,		01 1 0110	
40					***	**		
	I.D. NUMBER							
	LIER ID 79983B PED TO CONSIGNEE (IF NOT SO	LD OR IF DIFFERENT THAN	BUYER)		BUYER/IMPORTER (IF S	OLD)	TELEPHONE	
	LWAUKEE PARTS DIST				P.O. BOX 537927			
32	80 SOUTH CLEMENT A	venne.			CORP ACCOUNT			
MI	LWAUKEE	in the			LIVONIA			
WI U.S.	SCONSIN 53207				MI	48153-7927		
OR S	IRS NUMBER S NUMBER 38-26736230	00	***************************************					
COUN	TRY OF ORIGIN: Car	nada U.S. Man	ufactured Goods	TERM	IS OF SALE: F.O.B	. Plant	F.O.B. Destination	Other
Other			,	DISCO	OUNTS: (Explain)			
FREI	us", include as part of Detailed Desc CHT: To Border \$	Border To Des	tination \$	BILL	CUSTOMS CHARGI	ES TO: Exporter	Buyer Importer	Consignee X
	JAKA 1	Prepaid & Charged	Collect X	Other		LAPATION L		
CARR	IER: (Unknown carri	er)		CURR Other	ENCY OF SALE:	CDN Funds X		US Funds
	A Claimed: Blanket Cert.		lot Claimed	PART	IES TO THIS TRAN	SACTION ARE:	Related	Not Related X
NAFT	A Claimed: Certificate Att.			PRICI	ES INCLUDE:			
SID		3137 Bill of Lading	# 0000103002	Other (Ex		Duty	Brokerage	Freight
IN Dat	VOICE # 040677 e: 05/26/2			NET V		LB (GROSS WT: 367	LB
Dat				NEI V	V1. 231		JRO33 W1. 507	
Pes. Pkgs.	Part No./Descripti	on P.O. No	./Country of Or	igin	H.S. No.	Unit Qty.	Unit Price	Amount
Pkgs.		on P.O. No	Veneza de la compania	igin				
	Part No./Descripti 52088425 BUSHING FOR WJ CO		./Country of Or M9319028 404	igin	H.S. No. 8708295060	Unit Qty.	Unit Price 3.56250	Amount 570.00
Pkgs.	52088425 BUSHING FOR WJ CO		M9319028 404	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC		M9319028 404 M6308022	igin				
Pkgs.	52088425 BUSHING FOR WJ CO		M9319028 404	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC		M9319028 404 M6308022	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC		M9319028 404 M6308022	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC		M9319028 404 M6308022	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC		M9319028 404 M6308022	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC		M9319028 404 M6308022	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC		M9319028 404 M6308022	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC		M9319028 404 M6308022	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC		M9319028 404 M6308022	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC	NTROL ARM	M9319028 404 M6308022	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC	NTROL ARM	M9319028 404 M6308022	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC		M9319028 404 M6308022	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC	NTROL ARM	M9319028 404 M6308022	igin	8708295060	160	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC	NTROL ARM	M9319028 404 M6308022	igin	8708295060 8302303060	60	3.56250	570.00
Pkgs.	52088425 BUSHING FOR WJ CO 52127952AC	NTROL ARM	M9319028 404 M6308022	igin	8708295060 8302303060	160 60 ** Monetary A	3.56250 1.69670	570.00 101.80
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2 D	52088425 BUSHING FOR WJ CO 52127952AC BRACKET PK/BRK	NTROL ARM	M9319028 404 M6308022 404	I ve is	8708295060 8302303060	** Monetary A RED BY:	3.56250 1.69670 mounts Stated in :	570.00 101.80



Invoice

Remit TSKD COMPANY
WHEELABRATOR WAY
MILTON ONTARIO
L9T 3C1

Invoice NAOG67780

Date:05/28/2009

Customer Noco000 Supplier 78983B

Sales Agenow

GST#:

BOL#9000103003

SID#@000073138

Bill THRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE BO BOX 3382 Livonia MI 48151 United States Ship TTERNES CHRYSLER SERVICE SHIP TO WESTLAND MI 48186 United States

VAT#: 38-2673623-00

Our Order Mustomer Purchase OrderShipped Via Date Shipped SKD BRAMPTON

04067780 See Below FACA 05/28/20 MET 30 APPROX

04067780	See Bel	low	FACA		05/	28/20	NOET 30 APPR	ROX
Qty. Or đ e	end Numb	er	escript	ion	MOD	Qty.	Shippied Pr	icŒxtensi
		ALL AMOUNTS	STATED IN	CANADIA	N DOL	LAR (C	(סי	
230 52088422/	AB	ARM ASSY UPR RR SU Customer PO. : M4 Customer Amendment CUM Quantity :	308186 t Number: F	n including	EA this s	230	26.18670	6,022.94
		Adjustments: Number: Code 1 092A				230	3.42000	786.60
5 00000EXP		Note: PKG EXPENDABLE CONTAIN Customer PO.: CO Customer Amendmen: BILL MOPAR FREIGH CHRYSLER C/O DATA2LOGISTICS PO BOX 61040 FORT MEYERS, FL 3	NER NT t Number: F T CHARGES TO:	on ASN.	EA	5	0.00000	0.00

Product Total Discount Freight Taxable AmountTax Amount Miscellane out 6,809.54 0.00 0.00 0.00 0.00 0.00 0.00

Invoice Tota

6,809.54

SKD COPY

Page: 1

Uniform Demostro Straight and Loaning, adopted by Carriers in Official, Southern, Western, and Illinois Classifications Territories. Merch 15, 1922 as amended August 1, 1950 and June 15, 1941

SKD COF

The property described below, in a paparent good order, except as noted loontenis and confident of contents of paparent growth or corporation in passession of the property under the contract) agrees to early to its accusal performance, in a treat of all or any of two in the property owner or corporation in passession of the property under the contract) agrees to early to its accusal performance of all or any of two in the property owner all or any portion of all or route to destination, and as to each party at any time interested in all or any of two in the property owner all or any portion of all or route to destination, and as to each party at any time interested in all or any of two property owner all or any portion of all or route to destination, and as to each party at any time interested in all or any of two in paper specific or the property owner all or any portion of all or route to destination, and as to each party at any time interested in all or any of two in the property owner all or any portion of all or route to destination, and as to each party at any time interested in all or any of two in the property owner all or any portion of all or route to destination, and as to each party at any time interested in all or any of two in the property owner all or any portion of all or route to destinations, and the full of the specific all of the specific and the specific owner. The property owner all or any portion of all or route to all the terms and conditions are the Uniform Demostration of the property owner. The property owner all or any portion of all or the property owner all or any portion of all or the property owner. The property owner all or the property owner and property owner and property owner all or any portion of all or the property owner and property owner. The property owner and property ow

CONSIGNED TO DESTINATION

(MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY)

SHIPPER NO. 04067780

CHRYSLER 00143

SHIPMENT I.D. 0000073138

SKD BRAMPTON

CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE SUPPLIER CODE 79983B FOB SKD BRAMPTON

40 HOLTBY AVENUE BRAMPTON ON L6X 2M1 Canada Phone: 905 451-8241

ATTN: NICK BALE - LINC OUTBOUND

CARRIER NO. FACA LIVONIA MI 48151 CARRIER NAME (Unknown carrier)

3685 CENTRAL AVENUE C/O LINC DETROIT CROSSDOCK DETROIT MICHIGAN 48210

United States

P.O. BOX 3382

COLLECT XX PREPAID

production of the same of the		The second secon					ACTIVITY NO.						
CUSTOMER NUMBER	PLANT OR DESTINATION CODE	TRAILER NUMBER	ROUTE CODE	TERMS	ASSEMBLY PLANT		BILL OF LA	DING NUM	/BER	DATE SHIPPED	м	ODE DESCRI	PTION
3000	90990	W47210		NET 30 APP	TERNES	0000	03003			05/28/09	Less than t	trailer load	(itl)
OUR PAR	RT NUMBER	CUSTOMER ORDER NO	custo	DMER PART NUMBER AN	ID PART DESCRIPTION	MODE YR.		RELEASE	ACCUM T	OTAL	NO. OF CONTAINERS	PCS UNITS	QUANTITY SHIPPED
BILL MOPAR FREIG CHRYSLER C/O DATA2LOGIST PO BOX 61040 FORT MEYERS, FL 50005590-AB	on: TERNES (700 MAN 700 MAN WESTLAN United St. United St. LISTED IN FUNCTIONAL CUPIC Shipment Text CHARGES TO:	FRENCY - CA (C	ANADIAN DOLLA	988422AB W ASSY UPR RR SI 6,022.9400	USP		P. CARE	946-4	148		5 PENDABLE CONTA OOOOOEXP	EA NER	230
NO. OF CONTA	AINERS DESC CMDTY.	SUB DESCRIPTION	OF ARTICLES SPE	CIAL MARKS AND EXC	EPTIONS V	WEIGHT			FIBRE BOXES used		Subject to Sections be delivered to the		s, if this shipment is to out recourse on the
5 Box (Sta	ndard) 870880	600 OTHER PARTS	FOR SUSPENS	ION SYSTEMS		3,059	RATE	set ther Rule Clas #If 1 port		ker's certificate equirements of lated Freight between two er, the law	The carrier shall payment of freight a	gnor shall sign t not make delive	he following statement, ry of this shipment without
								stat	e whether it is "can per's weight "				Signature of Consigno
								NOT	per's weight E: Where the rate i e, shippers are requ		n stamp he	re. "To be pr	epaid, write or epaid.*
								spec	e, simplers are required; ifically in writing the ared value of the property o	ne agreed or	to apply on the pr		t of the charges bed hereon
TOTAL CONTAINERS											-		Agent or Cashier
GROSS WEIGHT	3349	TARE 2	90	NET WEIGHT 3	059						Per		
THE AGREED OR DECLARED VAL PERMANEN' POST OFFICE ADDRESS OF SHIPPER	UE OF THE PROPERTY IS HEREBY SPECIFIC	CALLY STATED BY THE SHIPPER TO BE NOT	EXCEEDING \$	AGENT, PE	30 B							nature here ad amount prepared Charges A	aid)

PROFORMA INVOICE

FAX: 90		FED E	X TRADE NETWOR		PAGE 1	
EXPORTER/SELLER/CONSIGNOR	TELEPHONE 905-451-8241		CUSTOMS CLEARANCE	BY:		
SKD BRAMPTON 40 HOLTBY AVENUE			FED EX TR	ADE NETWO)RK	
BRAMPTON ON L6X 2M1				ARGES TO ACC. O		
Canada			, BROKERIOE CIT	incoso romoon c		
Phone: 905 451-8241 404			***			
TAX I.D. NUMBER						
SUPPLIER ID 79983B	A SE DIDEFITIAN DEIVED		BUYER/IMPORTER (IF S	או זי	TELEPHONE	
SHIPPED TO CONSIGNEE (IF NOT SOLD OF TERNES CHRYSLER SERVICE			CHRYSLER CAN	ADA INC		
700 MANUFACTURER'S DRIV	Ε ,		P.O. BOX 3382 CANADA ACCTS	DAVARIE		
NACON AND			LIVONIA	TATABLE		
WESTLAND MI 48186			MI	48151		
U.S. IRS NUMBER OR SS NUMBER						
COUNTRY OF ORIGIN: Canada	U.S. Manufactured Goods	TERM	IS OF SALE: F.O.B	. Plant	F.O.B. Destination	Other
Other [If "various", include as part of Detailed Description	a of Grands	DISCO	OUNTS: (Explain)			
FREIGHT: To Border \$	Border To Destination \$	BILL	CUSTOMS CHARG	ES TO: Exporter	Buyer Importer	Consignee
	d & Charged Collect X	Other	ENCY OF SALE:			
CARRIER: (Unknown carrier)		Other	ENCY OF SALE:	CDN Funds X		US Funds
NAFTA Claimed: Blanket Cert. On I NAFTA Claimed: Certificate Attache	=	PART	IES TO THIS TRAN	SACTION ARE:	Related	Not Related X
	Bill of Lading# 0000103003	PRIC	ES INCLUDE:	Duty	Brokerage	Freight
SID # 0000073138 INVOICE # 04067780	Trailer #	Other (E	xplain)	. П		- ⊔
Date: 05/26/2009		NET V	WT: 3059	LB C	GROSS WT: 3349	LB
Pcs. Part No./Description	P.O. No./Country of O	rigin	H.S. No.	Unit Qty.	Unit Price	Amount
	241200106		270204600	230	24.40470	6,022.94
5 52088422AB	M4308186					
ADM ASSVIIDD DR SIISP	404		8708801600	230	26.18670	0,022.94
ARM ASSY UPR RR SUSP	404		8708801600	250	26.18670	0,022.94
ARM ASSY UPR RR SUSP	404		8708801600	230	26.18670	0,022.94
ARM ASSY UPR RR SUSP	404		8708801600	230	26.18670	0,022.74
ARM ASSY UPR RR SUSP	404		8708801600	230	26.18670	0,022.74
ARM ASSY UPR RR SUSP	404		8708801600	230	26.18670	0,022.74
ARM ASSY UPR RR SUSP	404		87/08801600	230	26.18670	03022.74
ARM ASSY UPR RR SUSP	404		87/08801600	230	26.18670	0,022.74
ARM ASSY UPR RR SUSP	404		87/08801600	230	26.18670	0,022.74
ARM ASSY UPR RR SUSP	404		87/08801600	230	26.18670	0,022.74
ARM ASSY UPR RR SUSP	404		87/08801600	230	26.18670	03022.74
ARM ASSY UPR RR SUSP	404		87/08801600	230	26.18670	03022.74
ARM ASSY UPR RR SUSP	404		87/08801600		26.18670	03022.74
ARM ASSY UPR RR SUSP	404		87/08801600	230	26.18670	03022.74
ARM ASSY UPR RR SUSP	404		87/08801600	230	26.18670	03022.74
ARM ASSY UPR RR SUSP	404		87/08801600		26.18670	03022.74
ARM ASSY UPR RR SUSP	404					
				** Monetary A	mounts Stated in :	CAD
5 TOTAL PCS./PKC			******	** Monetary A		
5 TOTAL PCS./PKC		ove is		** Monetary A	mounts Stated in :	CAD



Invoice

Remit TSKD COMPANY
WHEELABRATOR WAY
MILTON, ONTARIO

Invoice NA067781

Date:05/28/2009

Customer N69000 Supplier 78983B

Sales Agenow

GST#:

BOL#0000103004

SID#Q000073139

Bill THRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE PO BOX 3382 LivonIA MI 48151 United States Ship TWARREN PARTS DEPOT BEDG "A" 21035 SHERWOOD WARREN MI 48091 United States

F.O.B./Terms VAT#: 38-2673623-00 Our Order Mustomer Purchase OrderShipped ViaDate Shipped 05/28/20 DISET 30 APPROX FACA See Below 04067781 UOMQty. Shippied Pricextensi Description Qty. Orđend Number ALL AMOUNTS STATED IN CANADIAN DOLLAR (CAD) 62.02190 62.02 EA SRT10 DR CONTROL ARM RH 1 05290560AD Customer PO. : 04123173 Customer Amendment Number: AF CUM Quantity : 5 (Cum including this shipment) Adjustments: Number: Code: Type: 2.63 2.63000 092A Charge Note: EXPENDABLE PKG Sent on ASN. 2 Sent on ASN. Note: 0.00000 0.00 EA 1 00000EXP EXPENDABLE CONTAINER Customer PO. : CONT Customer Amendment Number: AF 1280 4.34900 5,566.72 FA 1280 52118780AD TRANS OIL PAN DSL GALV Customer PO. : 08128020 Customer Amendment Number: AF CUM Quantity : 9780 (Cum including this shipment) 1,396.80 DR LD CONTROL ARM RH EA 58.20000 24 52106558AF Customer PO. : M6308023 Customer Amendment Number: C 504 (Cum including this shipment) CUM Quantity : Adjustments: Number: Code: Type: 2.63000 63.12 24 092A Charge 1 Note: EXPENDABLE PKG Sent on ASN. 0.00000 0.00 EA EXPENDABLE CONTAINER 1 00000EXP Customer PO. : CONT Customer Amendment Number: C Taxable AmountTax Amount Miscellaneous Product Total Discount Freight Invoice Tota

7,091.29



Invoice

Remit TSKD COMPANY
MILTON ONTARIOR WAY
L9T 3C1

Invoice No067781

Date:05/28/2009

Customer N00000 Supplier 70083B Sales AgeTOW

GST#:

BOL#0000103004 SID#Q000073139

Bill THRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE BOX 33825 LIVONIA MI 48151 United States Ship TWARREN PARTS DEPOT BEDG "A" 21035 SHERWOOD WARREN MI 48091 United States

F.O.B./Terms VAT#: 38-2673623-00 Our Order Mustomer Purchase OrderShipped ViaDate Shipped BRAMPTON 05/28/20 MET 30 APPROX 04067781 See Below FACA UOMQty. Shippied Pricextensi Qty. Orđeemd Number Description BILL MOPAR FREIGHT CHARGES TO: CHRYSLER C/O DATA2LOGISTICS PO BOX 61040 FORT MEYERS, FL 33916 Taxable AmountTax Amount Miscellaneous Product Total Discount Freight 0.00 0.00 0.00 0.00 0.00 7,091.29 Invoice Tota

Uniform Demostic Straight Bill of Lading, adopted by Carriers in Official, Southern, Western, and Illinois Classification Territories: Micro 15, 1922 as smended August 1, 1950 and June 15, 1941

SKD COP

INIFORMS STAIGHT BID FORM. Original - Not Regorished below, which ask conver (the word quirier being understood throughout the contract as the same payment in possesses of the property under the contract as the same payment in possesses of the property under the contract as delinery at any time interested of all and any of said property over all or any of said property, that every service to be performed resumder shall be subject to all the terms and conditions of the said bill of lading, including those on the back thereof, if this is a rail-where showmant, or 1/2 in this applicable moter carrier classification or staff this is a long over confirmed the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are SINDER INTEREST CETRIES than the instance while all the time and composed for his mind and the said on the said of the said of

SHIPPER NO.

IMAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY SOLD TO

CHRYSLER 00143

ATTN: NICK BALE - LINC OUTBOUND

SKD BRAMPTON **40 HOLTBY AVENUE BRAMPTON ON L6X 2M1** Canada Phone: 905 451-8241

3685 CENTRAL AVENUE C/O LINC DETROIT CROSSDOCK DETROIT MICHIGAN 48210

CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE P.O. BOX 3382 LIVONIA MI 48151

United States

SHIPMENT I.D. 0000073139 SUPPLIER CODE 79983B FOB SKD BRAMPTON

CARRIER NO. FACA CARRIER NAME (Unknown carrier)

XX PREPAID COLLECT

CUSTOMER NUMBER	PLANT OR DESTINATION CODE	TRAILER NUMBER	ROUTE CODE	TERMS	ASSEMBLY PLANT	I	BILL OF LA	DING NUN	IBER	DATE SHIPPED	М	ODE DESCRI	PTION		
3000	03111	W47210		NET 30 APP	WARREN PA	00001	03004			05/28/09	Less than t	trailer load	(Iti)		
OUR PAR	RT NUMBER	CUSTOMER ORDER NO	o. CUSTO	OMER PART NUMBER AN	D PART DESCRIPTION	MODEL YR.	BOOK NUMBER	RELEASE NUMBER	ACCUM T	OTAL	NO. OF CONTAINERS	NO. OF PCS UNITS QUANTITY SHIP			
Shipment UOM: LE Ultimate Destinati *********** ALL PRICES	on: WARREN BLDG "A" WARREN United Ste LISTED IN FUNCTIONAL CUI PIC Shipment Text HT CHARGES TO: ICS 33916	tes RENCY - CA (C	ANADIAN DOLLA	*****						x					
5290560AD-90	Shi	ment Details Follow 04123173		90560AD 10 DR CONTROL	ARM RH		P. CARE	946-4	5	EX	1 PENDABLE CONTAI 00000EXP	EA NER	1		
ENG CH LEV: A NET: 34 50021190-AF	UNIT : 15.4221 KG	UNIT PRICE: 62.02 M6308023		62.0200 06558AF LD CONTROL ARM	I RH		P. CARE	946-4	504	1	1 PENDABLE CONTAI 00000EXP	EA INER	24		
ENG CH LEV : A NET : 816 50009290-AD	UNIT: 15.4221 KG	O8128020	TRA	1,396.8000 118780AD ANS OIL PAN DSL (GALV		P. CARE	946-4	978		11 TURNABLE CONTA OCCOO091	EA INER	1280		
NET: 5018 **TOTAL PRICE: 7	UNIT: 1.7782 KG ,025.5400	ONIT PRICE: 4.34	90 EXT PRICE:	5,566.7200							**TOTAL SHI	PPED:	1305		
NO. OF CONTA	INERS DESC CMDTY.	SUB DESCRIPTION	OF ARTICLES SPE	CIAL MARKS AND EXCE	EPTIONS WE	IGHT			IBRE BOXES used				s, if this shipment is to		
2 Box (Cor	rugated or r (Standard 870880				1	,018 816	HATE CO.	set for there Rule Class "If the ports requi state shipp NOT! value	orth in the box mainon, and all other red 1 of the Consolid floation of the consolid floation of the consolid floation of the consolid floation of the consolid floating float	ter's certificat iquirements of ated Freight between two r, the law lading shall iet's or s dependant of ired to state ie agreed or	consignor, the consist The carrier shall payment of freight a life charges stamp her Received \$ to apply it	gnor shall sign to make delivered all other law are to be preceded. "To be preceded."	he following statement yof this shipment without ful charges. Signature of Consignation of Co		
TOTAL CONTAINERS	13												Agent or Cashier		
GROSS WEIGHT	7590	TARE 1	722 n	IET WEIGHT 5	868							nature here ac			
THE AGREED OR DECLARED VALU PERMANENT POST OFFICE ADDRESS OF SHIPPER	SHIPPER,	ALLY STATED BY THE SHIPPER TO BE NOT	aub	AGENT, PEF	an						only the	amount prepa Charges A			

PROFORMA INVOICE

FAX:	905-451-8623	BROKER:	FED E.	A TRADE NET WOR		PAGE	
EXPORTER/SELLER/CONSIGNOR	TELEPHONE	905-451-8241		CUSTOMS CLEARANCE	BY:		
SKD BRAMPTON				EED EV TD	ADE NETW	ODK	
40 HOLTBY AVENUE BRAMPTON ON L6X 2M1							
Canada				BROKERAGE CH	IARGES TO ACC.	OF PURC	
Phone: 905 451-8241							
404							
TAX I.D. NUMBER							
SUPPLIER ID 79983B SHIPPED TO CONSIGNEE (IF NOT SO	LD OR IF DIFFERENT THAN	BUYER)		BUYER/IMPORTER (IF S	SOLD)	TELEPHONE	
WARREN PARTS DEPOT	,			P.O. BOX 3382	IADA INC		
BLDG "A" 21035 SHERWO	OOD			CANADA ACCTS	SPAYARIF		
W. L. D. D. D. L.	4 4 5			LIVONIA			
WARREN MI 48091				MI	48151		
U.S. IRS NUMBER	00						
30 2010020				CORGATE FOR	. п П	F.O.B. Destination	Other
COUNTRY OF ORIGIN: Car	nada U.S. Mani	factured Goods	TERM	IS OF SALE: F.O.E	3. Plant	P.O.B. Destination	
Other			DISCO	OUNTS: (Explain)			
If "various", include as part of Detailed Desc FREIGHT: To Border \$	Border To Desi	ination S	BILL	CUSTOMS CHARG	ES TO: Exporter	Buyer Importer	Consignee X
	Prepaid & Charged	Collect X	Other			J U	
CARRIER: (Unknown carri	ier)		CURR Other	ENCY OF SALE:	CDN Funds X		US Funds
		П		IES TO THIS TRAN	CACTION ADE	Related	Not Related X
NAFTA Claimed: Blanket Cert. NAFTA Claimed: Certificate Att	=	ot Claimed	PARII	IES TO THIS TRAIN	SACTION ARE.	Notated L	
		# 0000102004	PRICE	ES INCLUDE:	Duty	Brokerage	Freight
	73139 Bill of Lading	# 0000103004	Other (E)	splain)	Duty _	Dionotage	Treight U
INVOICE # 040677 Date: 05/26/2			NET V	VT: 5868	LB	GROSS WT: 7590	LB
Date.			NEI V	V1. 5000			
Pes. Part No./Descripti	ion P.O. No	./Country of Oi	rigin	H.S. No.	Unit Qty.	Unit Price	Amount
				2000004.602		62 00100	62.02
1 05290560AD	A DAM DAM	04123173		8708801600	1	62.02190	62.02
SRT10 DR CONTROL	AKM KH	404					
I 52106558AF		M6308023		8708801600	24	58.20000	1,396.80
DR LD CONTROL AR	M RH	404					
11 52118780AD		O8128020		8708401110	1280	4.34900	5,566.72
TRANS OIL PAN DSL	GALV	404					
l							
				*****	** Monetary A	mounts Stated in	CAD
13 TOTAL PCS./F	PKGS				1	NVOICE TOTAL	7,025.54
					The same of the sa		
DECLARATION:]	INVOICE PREPA	ARED BY:		
DECLARATION: I certify that: to the best of me true and correct.		nation contained abo	ove is	INVOICE PREPA	ARED BY:		

Invoice Tota 1,455.00



Invoice

Remit TSKD COMPANY
WHEELABRATOR WAY
MILTON, ONTARIO

Invoice NA067782

Date:05/28/2009

Customer No 0000 Supplier 70083B

Sales Agent

GST#:

BOL#0000103005

SID#Q000073140

Bill THRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE BOX 3382 LIVONIA MI 48151 United States Ship TMARYSVILL PARTS E COATING MARYSVILLE MICHIGAN 48015 United States

F.O.B./Terms VAT#: 38-2673623-00 Our Order Moustomer Purchase OrderShipped ViaDate Shipped BRAMPTON 05/28/20 MET 30 APPROX 04067782 See Below FACA UOMQty. Shippied Pricextensi Oty. Orđend Number Description ALL AMOUNTS STATED IN CANADIAN DOLLAR (CAD) 171.00 8.55000 REAR RAIL - LONG LEFT 20 20 04580437 Customer PO. : M8308041 Customer Amendment Number: D CUM Quantity : 62 (Cum including this shipment) Adjustments: Number: Code: Type: 64.20000 1.284.00 20 092A Charge 1 Note: EXPENDABLE PKG Sent on ASN. 0.00000 0.00 1 00000EXP FA EXPENDABLE CONTAINER Customer PO. : CONT Customer Amendment Number: D BILL MOPAR FREIGHT CHARGES TO: CHRYSLER C/O DATA2LOGISTICS PO BOX 61040 FORT MEYERS, FL 33916 Taxable AmountTax Amount Miscellaneous Product Total Discount Freight 0.00 0.00 0.00 0.00 0.00 1,455.00

Page: 1

Uniform Schmedistic Straight tell of Lading, accorded by Carriers in Ortical, Southern, Western, and Immod Lessamseion Terrores Marcon 15, 1922 as menored August 1, 1923 and Jule 15, 1941

SKID CO

WHICH Company described Below, in apparent good cerder, except as noted (contents of operated several contents) of operations and conditions of contents of operations and contents of operations are company and property over all or any of an Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

(MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY

CONSIGNED TO DESTINATION

CHRYSLER 00143 ATTN: NICK BALE - LINC OUTBOUND

SKD BRAMPTON **40 HOLTBY AVENUE BRAMPTON ON L6X 2M1** Canada Phone: 905 451-8241

PERMANENT POST OFFICE

ADDRESS OF SHIPPER

SHIPPER

3685 CENTRAL AVENUE C/O LINC DETROIT CROSSDOCK DETROIT MICHIGAN 48210 **SOLD TO**

CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE

P.O. BOX 3382 LIVONIA MI 48151

United States

SHIPPER NO. SHIPMENT I.D. 0000073140

SUPPLIER CODE 79983B **FOB** SKD BRAMPTON

FACA CARRIER NO. (Unknown carrier) CARRIER NAME

XX PREPAID

CUSTOMER PLANT OR DATE ROUTE CODE TERMS BILL OF LADING NUMBER MODE DESCRIPTION TRAILER NUMBER ASSEMBLY PLANT NUMBER **DESTINATION CODE** SHIPPED NET 30 APP Less than trailer load (ItI) 03116 W47210 MARYSVILLE 3000 0000103005 05/28/09 BOOK RELEASE NO. OF CONTAINERS MODEL CUSTOMER ORDER NO. **CUSTOMER PART NUMBER AND PART DESCRIPTION** ACCUM TOTAL PCS UNITS QUANTITY SHIPPED OUR PART NUMBER YR. NUMBER NUMBER Shipment UOM: LB MARYSVILL PARTS E COATING 840 HURON BLVD MARYSVILLE MICHIGAN 48015 Ultimate Destination: United States (CANADIAN DOLLA ******** CHRYSLER C/O DATA2LOGISTICS PO BOX 61040 FORT MEYERS, FL 33916 Shipment Details Follow EA 20 D. ORR 945-2 62 50004610-AF M8308041 04580437 EXPENDABLE CONTAINER **REAR RAIL - LONG LEFT** 00000EXP ENG CH LEV: 170 UNIT PRICE: 8.5500 EXT PRICE: 171,0000 NET: UNIT 3.8555 171.0000 **TOTAL PRICE: **TOTAL SHIPPED: 20 The FIBRE BOXES used for this Subject to Section 7 of conditions, if this shipment is to CHECK NO. OF WEIGHT CONTAINERS DESC CMDTY SUB DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS COLUMN shipment conform to the specifications be delivered to the consignee, without recourse on the CONTAINERS consignor, the consignor shall sign the following statement. set forth in the box maker's certificate Container (Corrugat The carrier shall not make delivery of this shipment without thereon, and all other requirements of payment of freight and all other lawful charges Rule 41 of the Consolidated Freight Classification. *If the shipment moves between two ports by carrier by water, the law requires that the bill of lading shall Signature of Consignor state whether it is "carrier's or shipper's weight." If charges are to be prepaid, write or NOTE: Where the rate is dependant on stamp here. "To be prepaid. value, shippers are required to state specifically in writing the agreed or declared value of the property. to apply in prepayment of the charges on the property described hereon Agent or Cashier TOTAL CONTAINERS 228 58 170 **GROSS WEIGHT** TARE **NET WEIGHT** (The signature here acknowledges only the amount prepaid) THE AGREED OR DECLARED VALUE OF THE PROPERTY IS HEREBY SPECIFICALLY STATED BY THE SHIPPER TO BE NOT EXCEEDING \$ Charges Advanced

AGENT, PER

PROFORMA INVOICE

FAX: 905-451-8623 BROKER:	: FED EX TRADE NETWORK PAGE 1	
EXPORTER/SELLER/CONSIGNOR TELEPHONE 905-451-8241	CUSTOMS CLEARANCE BY:	
SKD BRAMPTON 40 HOLTBY AVENUE	FED EX TRADE NETWORK	
BRAMPTON ON L6X 2M1	BROKERAGE CHARGES TO ACC. OF PURC	
Canada		
Phone: 905 451-8241 404	"	
TAX I.D. NUMBER		
SUPPLIER ID 79983B SHIPPED TO CONSIGNEE (IF NOT SOLD OR IF DIFFERENT THAN BUYER)	BUYER/IMPORTER (IF SOLD) TELEPHONE	
MARYSVILL PARTS E COATING	CHRYSLER CANADA INC P.O. BOX 3382	
840 HURON BLVD	CANADA ACCTS PAYABLE	
MARYSVILLE	LIVONIA	
MICHIGAN 48015	MI 48151	
U.S. IRS NUMBER OR SS NUMBER 38-267362300		
COUNTRY OF ORIGIN: Canada U.S. Manufactured Goods	TERMS OF SALE: F.O.B. Plant F.O.B. Destination Other	
Other	DISCOUNTS: (Explain)	
If "various", include as part of Detailed Description of Goods. FREIGHT. To Border \$ Border To Destination \$	BILL CUSTOMS CHARGES TO: Exporter Buyer Importer Consignee	X
Prepaid & Included Prepaid & Collect X	Other	
CARRIER: (Unknown carrier)	Other CURRENCY OF SALE: CDN Funds X US Funds	
NAFTA Claimed: Blanket Cert. On File NAFTA Not Claimed	PARTIES TO THIS TRANSACTION ARE: Related Not Related	X
NAFTA Claimed: Certificate Attached	PRICES INCLUDE:	$\overline{}$
SID # 0000073140 Bill of Lading# 0000103005 INVOICE # 04067782 Trailer #	Duty Brokerage Freight Other (Explain)	Ш
Date: 05/26/2009	NET WT: 170 LB GROSS WT: 228 LB	
P.O. No./Country of Or P.O. No./Country of Or	Origin H.S. No. Unit Qty. Unit Price Amount	
1 04580437 M8308041	870829 20 8.55000 171.	.00
REAR RAIL - LONG LEFT 404		
l l		
	****** Monetary Amounts Stated in : CAD	
1 TOTAL PCS./PKGS	******* Monetary Amounts Stated in : CAD INVOICE TOTAL 171.00	
1 TOTAL PCS./PKGS DECLARATION:		

Appendix "F"

Bezner, Lana

From:

Douglas Murray < DMurray@e-bbk.com>

Sent:

Friday, June 04, 2010 12:52 PM

To:

Bezner, Lana

Cc:

MSchumacher@e-bbk.com; Kofman, Bobby

Subject:

SKD - Chrysler Payables Reconciliation and return of escrowed balance

Attachments:

SKD - CAD Payables Reconciliation rev.xlsx

Lana,

Attached is Chrysler's payables reconciliation with SKD Company and the related escrow account .

The payables reconciliation shows Chrysler is due CDN \$607,706 based on the overpayment to SKD.

In addition, Chrysler feels it is due the full amount of the escrow account.

If you have any questions, please call.

Thanks,

Doug

(See attached file: SKD - CAD Payables Reconciliation rev.xlsx)

Douglas Murray

BBK

400 Galleria Officentre | Suite 400 | Southfield | MI | 48034 Direct: 248-603-6329 | Fax: 248-603-6330 | Cell: 313-608-4650

E-mail: dmurray@e-bbk.com | www.e-bbk.com

The information in this e-mail transmission is intended for the addressee(s) only. If you are not the addressee, any disclosure, copy or use of this information is prohibited. If you have received this transmission in error, please notify us immediately at 248-356-0800 and destroy the transmission and any copies.

SKD Company (Canada) <u>BRAMPTON ESCROW</u> As of May 14. 2009 (Revised to January 29, 2010)

In \$CAD	Chrysl	er	Chrysler						П	As of 5/		/14/09	
	Canac	a		LLC	I	Unknown		Totals	F	ayment to	Balance		
l .									Ш	SKD	w/ N	Ionitor	
Undisputed:									Ш				
Undisputed Payables	\$ 716,	364	\$	344,153			\$	1,060,518	\$	1,060,518		-	
Undisputed Steel Contra						(168,651)		(168,651)	IL	(168,651)		-	
Net Undisputed Payable	\$ 716,	364	\$	344,153	\$	(168,651)	\$	891,867	\$	891,867	100000		
Disputed:									Ш				
Pricing Differences			\$	800			\$	800	\$	H -	\$	800	
Missing Parts Bank Invoices	72,	593						72,593	Ш	68,964		3,630	
Missing Invoices - Recent	1,081,	189		453,283				1,534,773	Ш	1,458,034		76,739	
Setoff Limitation						549,992		549,992	Ш	-	5	49,992	
Credit/Debit Memos						(46,872)		(46,872)	ΙL	(44,529)		(2,344)	
Total Disputed Payables	1,154,)83		454,083		503,119		2,111,285	ΙГ	1,482,469	6	28,816	
Disputed Steel Contra	W					(250,579)		(250,579)		(238,050)	(12,529)	
Net Disputed Payable	1,154,)83		454,083		252,540		1,860,706	ΙГ	1,244,419	6	16,287	
Inventory to be Purchased:									Ш				
MOPAR Inventory (1)						439,534		439,534	Ш	-	4	39,534	
Brampton Finished Goods						370,939		370,939	П	417,557	(-	46,618)	
Brampton Prototype Parts - Invoice # 80346				80,222				80,222	Ш	80,222		-	
May Funding - Brampton - 1 week of Salaries						90,588		90,588	Ш	=:			
Additional Steel Contra									Ш				
Additional 5% Setoff for 5/14 payment, net of refu	nded amou	nts				•			Ш				
Scrap Steel Debit		100000G							П				
Totals	\$ 1,870,	147	\$	878,459	\$	984,951	\$	3,733,856	\$	2,634,065	1,0	09,203	

As of Due to		e to(from)
	Ju	180
Chrysler		SKD
~	\$	
-		-
		-
\$ 800	\$	-
12,500		(8,870)
179,108		(102,370)
549,992		
		(2,344)
742,399		(113,583)
12		(12,529)
742,399		(126,112)
439,534		tie.
×		(46,618)
-		
-		-
110,759		(110,759)
127,149		(127,149)
197,067		(197,067)
1,616,909		(607,706)

In \$US		Chrysler Canada		Chrysler LLC		Unknown	Totals	
Undisputed:								
Undisputed Payables	\$	608,910	\$	292,530	\$	112	\$	901,440
Undisputed Steel Contra				-		(143,353)		(143,353)
Net Undisputed Payable	\$	608,910	\$	292,530	\$	(143,353)	\$	758,087
Disputed:								
Pricing Differences	\$	#	\$	680	\$	14	\$	680
Missing Parts Bank Invoices		61,704		(#1		-		61,704
Missing Invoices - Recent		919,266		385,291		-		1,304,557
Setoff Limitation		w)		190		467,493		467,493
Credit/Debit Memos	1000	-		-		(39,842)		(39,842)
Total Disputed Payables		980,970		385,971		427,651		1,794,592
Disputed Steel Contra		-		-		(212,992)		(212,992)
Net Disputed Payable		980,970		385,971		214,659		1,581,600
Inventory to be Purchased:	_							
MOPAR Inventory (1)		-		-		373,604		373,604
Brampton Finished Goods						315,298		315,298
Brampton Prototype Parts - Invoice # 80346		-		68,189		=		68,189
May Funding - Brampton - 1 week of Salaries		-				77,000		77,000
Additional Steel Contra Additional 5% Setoff for 5/14 payment, net of ref Scrap Steel Debit	unded	amounts						
Totals	\$	1,589,880	\$	746,690	\$	837,208	\$	3,173,778
Conversion Rate = .85 Notes:		0.85						
(1) MOPAR inventory was not taken by Chrysler.								

Payment to	Balance
SKD	w/ Monitor
\$ 913,530	(12,090)
(145,276)	1,923
\$ 768,254	(10,167)
s -	\$ 680
59,405	2,299
1,255,951	48,606
-	467,493
(38,357)	(1,484)
1,276,999	517,594
(205,056)	(7,936)
1,071,943	509,658
	373,604
359,684	(44,386)
69,103	(915)
-	-
#2.2/Q.00A	927 704
\$ 2,268,984	827,794

0.8614

Appendix "G"

September 28, 2010 Email

Bezner, Lana

From:

Bezner, Lana

Sent:

Tuesday, September 28, 2010 5:09 PM

To:

Douglas Murray

Subject:

SKD - Chrysler Trust Account

Attachments:

DMTOR-#270732-v1-Chrysler_-_Invoices_and_Daily_Ship_Details.PDF; DMTOR-#270747-

v1-Chrysller_-_Mopar_Inventory.PDF

Hi Doug,

Further to our call on Friday attached please find the following:

- 1. "Chrysler Invoices and Daily Ship Details". This includes copies of invoices for invoice numbers 4066199, 4066308, 4066409, 4066523 and 406667 and detailed shipping reports for invoice numbers 4067482, 4067706, 4067712 and 4067713.
- 2. "Chrysler Mopar Inventory". This includes the details related to the \$25,000 of Mopar inventory purchased by Chrysler.

Please give me a call with any questions regarding the attached. I will forward additional information as it becomes available.

Thanks, Lana

Lana Bezner

RSM Richter Inc.

200 King Street West, Suite 1100, Toronto, ON M5H 3T4 Tel: 416.932.6009 Fax: 416.932.6200

lbezner@rsmrichter.com www.rsmrichter.com



Invoice

Remit To: SKD COMPANY 375 WHEELABRATOR WAY MILTON, ONTARIO L9T 3C1

Date: 12/05/2008

04066199

Customer No:

300000

79983B Supplier No:

Sales Agent:

Invoice No:

BOL#: 0000101424

SID#: 0000071579

Bill To: CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE P.O. BOX 3382 LIVONIA MI 48151 United States

Ship To: TERNES CHRYSLER SERVICE SHIP TO #90990 700 MANUFACTURER'S DRIVE WESTLAND MI 48186 United States

VAT#: 38-2673623-00 F.O.B./Terms Date Shipped SKD BRAMPTON Our Order No. Customer Purchase Order No. Shipped Vla

OBI OIL	161 140.	Customer 1 c	IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	4.10				SKD BRAMPTO	N	
04086199	,	See Below		CTII		12/05	/2008	NET 30 APPRO	X	
Liy, Ordered	lten	n Number	C	escription		MON	Giy, Shipped	Unit Price		Extension
			ALL AMOUNTS	STATED	IN CANADIA	M DOI	LAR (C.	AD)		
210	04431997		TRANSMISSION OIL I Customer PO. : M4 Customer Amendmen	308187	E	EA	210	4.6	2170	970-56
			CUM Quantity : Adjustments:		(Cum including	ឋា នៃ ន	nipment)			
			Mumber: Code 1 092A	Cha	rge .		210	0.3	0500	64.05
1	00000EXP		Note: PKG EXPENDABLE CONTAIN Customer PO. : CO	IER	ent on ASN.	EA	. 1	0.0	0000	0.00
			Customer Amendment BILL MOPAR FREIGH CHRYSLER C/O DATA2LOGISTICE PO BOX 61040 FORT MEYERS, FL 3 PU-WEI-2008941132	F CHARGES						
							1 *-	x Amount		Miscellaneous
Product	t Total	Discour	nz Frei	ght	Taxable An		18			A Property and Pro
1,	034.61		0.00	0.00		0.00		0.00		0.00

Invoice Total

1,034.61

Page: 1

Uniform Downess Spright Still at Lading, edopted by Garlers in Official, Statchart, Western, and Ulse's Classification Textbodys. March 15, 1922 as arranded August 1, 1850 and Jone 15, 1947

The property destribed below, in apprent good evides, except an confidence of compliance of people as with remail, marked, confidence of the property destribed below, in apprent good evides, except an confidence of compliance of compliance of people as with remail, marked, confidence of the compliance of the property confidence of the compliance of the compli

RECEIVED, majorit in the chambershore and testile in effect on the close of the laun of this CB of Labory.

CONSIGNED TO DESTINATION

TERNES CHRYSLER SERVICE SHIP TO #90990

SOLD TO CHRYSLER CANADA INC

SHIPPER NO. 04086199 SHIPMENT I.D. 0000071579

700 MANUFACTURER'S DRIVE

ATTN: CANADA ACCTS PAYABLE

SUPPLIER CODE 79983B FOB SKD BRAMPTON

40 HOLTEY AVENUE BRAMPTON ON LEX 2001 Canada Phone: 905 451-8245

SKID BRAMPTON

WESTLAND MI 48186

United States

P.O. BOX 3382 LIVONIA MI 48151 **United States**

CARRIER NO. CTII CARRIER NAME (Unknown currier)

COLLECT XX PREPAID

CUSTOMER NUMBER	PLANT OR DESTRUCTION CODE	TRAILER NUMBER	ROUTE CODE	TERMS	ASSEMBLY PLANT		BILL OF LA	DING NUM	tBER	DATE SHIPPED	, El	ODE DESCRI	PTION
3000	90990			NET 30 APP	TERNES	00001	01424			12/05/08	Less than	railer load	l (iti)
OUR PAR	rumber	CUSTOMEN ORDER NO	. custo	CUSTOMER PART NUMBER AND PART DESCRIPTION				RELEASE ACCUM TOTAL			NO. OF CONTAINERS	Г	QUANTITY SHIPPED
PO BOX 61040 FORT MEYERS, FL: PU-WEI-200894113 SEAL #1NA 6042 ENG CH LEV: R NET: 945 **TOTAL PRICE: S	ATTN: NK 3685 CEN C/O LINC DETROIT United Sta USTED IN FUNCTIONAL CUI IC Shipment Text TT CHARGES TO: CS 33916 210412-S	EK BALE - LINC OUTBO TRAL AVENUE DETROIT CROSSDOCK MICHIGAN 48210 tes RENCY - CA (C. MICHIGAN 48210 tes RENCY - CA (C. MICHIGAN 48210 THE CONTROL OF THE C	ANADIAN DOLLA 044 TRA	31997 ANSMISSION OIL P 970.5600	AN			942-0	252	15)	1 PENDABLE CONTA OODOOEXP	EA,	210
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1 Box (Corr	ugated or							thern Rule Clease "II the ports raqui state ships NOTE value spec	orth in the box read one, and all other in 41 of the Consolid lifestion. we shipment moves in the control by water ne shart the bill of whether it is "cam ser's weight." E: Where the tare! , shippen are required in the property of the property finally in writing the red water of the property water shart of the property water shart of the property and the control of the property property property and the control of the cont	realimments of sted Fasight between two c, the law lading shell lar's or s dependent of hed to reste to agreed or	The carrier shell payment of finight; a payment of finish fi	not make define and all other law a sere to be pro- re. "To be pr	Especture of Consignor spaced, welfto or
YOTAL CONTAINERS					-			-			on the bu	oparay supplat	- maina
AROSS WEIGHT	1003	1 TARE	8 8	ET WEIGHT	945						Por		Agent or Cashler
MANAGER OF ENTITIES AND SERVICE SPORTER OF ENTITLES	OF THE PROPERTY IS KERERY EPECAPIC SHIPPER,	ALLY SOUTH SY THE SHIPPER TO BE ROT I		AGENT, PE		É	1	7-	244	4	(The sig	amount prep Charges A	nici)



Remit To: SKD COMPANY 375 WHEELABRATOR WAY MILTON, ONTARIO L9T 3C1

Invoice No: 04066409

> Date: 12/19/2008 300000

Customer No: Supplier No: 79983B

TOW Sales Agent:

GST#:

BOL#: 0000101648

SID#: 0000071795

Bill To: CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE P.O. BOX 3382 LIVONIA MI 48151 United States

Ship To: TERNES CHRYSLER SERVICE SHIP TO #90990 700 MANUFACTURER'S DRIVE WESTLAND MI 48186 United States

VAT#: 38-267	3623-00			F.O.B./Terms
Our Order No.	Customer Purchese Order No.	Shipped Via	Date Shipped	SKD BRAMPTON
04068409	Sae Below	СТІІ		NET 30 APPROX

04066409	See Below		СТІІ		12/19	/2008	NET 30 APPRO	×
Civ. Gracies Ito	m Number		Description		иом	Oly, Shaped	Unit Price	Extension
100 5208842	248	AYLL AMOUNTS ARM ASSY UPR RR Customer PO. : (Customer Americane	susp M4308186 ent Number: P	ı	EA	100	AD) 26.1	8670 2,618.6
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2 00000EX	,	Note: PKG EXPENDABLE CONTA CUSTOMER PO. : (CUSTOMER AMENICHME BILL MOPAR FREIG CHRYSLER G/O DATA2LOGISTI	INER CONT Int Number: F HT CHARGES TO		EA	2	0.0	0.00
		PO BOX 61040 FORT MEYERS, FL PU-WEI-200819044	33916					
						٠		
Product Total	Dlacou	nt Fr	elght	Taxable Ame	ount	Tax	c Amount	Miscelleneous
2,960.67		0.00	0.00		0.00		0.00	0.00

Product Total	Discount	Freight	Taxable Amount	Tax Amount	Miscellaneous
2,960.67	0.00	0.00	0.00	0.00	0.00
					Invoice Total

2,960.67

SKD COPY

Uniform Durrectic Straight Bill of Lorders, adopted by Curriers in Official Southern, Wortern, and Block Chaudicarity a Territories. March 18, 1822 as growthed August 7, 1950 and Jane 18, 1981

SIGN COP

The generaty described below, is experted quade order, second an orders (anothers and condition of manabody plant persons or copyrective to persons or c

SHIPPER NO. 04066409 SHIPMENT I.D. 0000071795 SUPPLIER CODE 79983B

TERNES CHRYSLER SERVICE SHIP TO #90990 700 MANUFACTURER'S DRIVE

CHRYSLER CANADA INC · ATTN: CANADA ACCTS PAYABLE

FOB SKD BRAMPTON

SKD BRAMPTON 40 HOLTBY AVENUE ERAMPTON ON LEX 2041 Capada Plants: 905 451-8241

WESTLAND MI 48186

P.O. BOX 3382 LIVONIA MI 48151

CARRIER NO. CTIL CARRIER NAME (Unknown carrier)

United States

United States

VV

Page: 1

				011	ited Otales						CC	PLLECT [PREPAID
CUSTOMER MUMBER	PLANT OR DESTINATION CODE	TRAILER NUMBER	ROUTE CODE	TERMS	ASSEMBLY PLANT	ı	ALL OF LA	DING NUM	DER	DATE SHIPPED	м	ode descri	PTION
3000	90990	472444		NET 30 APP	TERNES	00001	1648			12/19/08	Less than t	railer load	(ist)
OUR PAR	T NUMBER	CUSTOMER ORDER NO	. CUSTO	MER PART NUMBER AN	D PART DESCRIPTION	MODEL YR.	- BOOK NUMBER	RELEASE NUMBER	· ACCUM T		NO. OF CONTAINERS		QUANTITY SHIPPED
Shipment UOM: LE Pool/Consolidation Carrier Pro Number LE Plock Consolidation Carrier Pro Number LE Plock Consolidation Carrier Pro Number LE Plock Consolidation Gene Blt. MOPAR FREIGI CHYSTLER C/O DATA2LOGIST PO BOX 61040 FORT MEYERS, FI. PU-WEI-200819044 SEAL #1NA 50005590-AB ENG CH LEV: A NET: 1330 **TOTAL PRICE: 2	Point: CHRYSLE ATTN: NI 3685 CEI C/O LINC DETROIT United St. : 121-2584499-8 USTED IN FUNCTIONAL CURIC Shipment Text— HT CHARGES TO: ICS 33916 1681912-S Sh		ANADIAN DOLLA 520 ARI	088422AB M ASSY UPR RR St 2,618.6700	JSP		G. OLES	942-2	850		2 PENDABLE CONTA OCOOOEXP	EA.	100
NO. OF CONTA	INERS DESC CMOTY.	SUB DESCRIPTION	OF ARTICLES SPE	CIAL MARKS AND EXCE	PTIONS WE	GHT	OR COL	ECK The F	MRE BOXES used wet conform to th	For this	Subject to Section	7 of condition	s, if this shipment is to
2 Box (Star	ndard)			258449			RATE COL	sat for thoreon Rule 4 Classic "If the ports require state shipper NOTE value, specif	est control to it with in the box, goal on, and all other of all of the Consolid fication. In shipment moves by canior by watter by a bit of the bill of whather it in "can arts weight." Whose the case is shippen are need to ship of the bill of t	our's centificat spakements of stad Freight between three s, the law lading shall let's or s dependent of ladid to exists the screed or	consignor, the consist poyment of fraight a poyment of fraight a f	goor shall sign to not make delive ad all other law as are to be pro- to. "To be pro-	he following statement. Ty of this shipment without
TOTAL CONTAINERS	2										***************************************		
GROSS WEIGHT	1446	TARE 1	16 N	ET WEIGHT 1:	330						Per		Agent or Cashier
PERMANENT POST OFFICE ADDRESS OF SHIPPER	6 OF THE PROPERTY IS HERESY GROCKIN SHIPPER,	CALLY STATED BY THE EMPTER TO BE NOT		AGENT, PER							[The elgr	arture bere ac arricunt prepi Charges A	(d)
						- Contract							



Remit To: SKD COMPANY 375 WHEELABRATOR WAY MILTON, ONTARIO L9T 3C1

invoice No: 04066523

Date: 01/23/2009

Customer No:

300000

Suppliar No:

799838

TOW Sales Agent:

GST#:

BOL#: 0000101768

SID#: 0000071944

Bill To: CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE P.O. BOX 3382 LIVONIA MI 48151 United States

Ship To: TERNES CHRYSLER SERVICE SHIP TO #90990 700 MANUFACTURER'S DRIVE WESTLAND MI 48186 United States

VAT#: 29.287	3623-00			F.O.B./Terms
	Customer Purchase Order No.	Shipped Via	Date Shipped	SKD BRAMPTON
04066523	Ses Below	CTII	1	NET 30 APPROX

04066523	3	See Below		0	1 14		01164	12000	HEI OU AITHE	771	
hy, Ordered	lten	n Number		Descri	ption		MON	Cty. Shipped	Unit Price		Extension
210	04431997		TRANSMISS Customer	OUNTS STATE	3 7	CANADIA	DOI EA	LAR (C		52170	970.5
			CUM Quant Adjustmen	its:	990 (Cui	m including	this s	nipment)			
			Numbe 1	r: Code: 092A	Type: Charge			210	0.3	0500	64.0
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				M . T . L .		Touchle Am		L +	Amount	T N	discallangous

Product Total	Discount	Freight	Taxable Amount	Tax Amount	Miscellaneous
1,034.61	0.00	0.00	0.00	0.00	0.00
					Invoice Total

1,034.61

Uniform Domestic Earlight Sill of Ledings, endopted by Carlings in Official, Structure, Windows, Windows, and Blanch Chamilication Tourboises. Name 16, 1822 are annual and August 1, 1860 and June 16, 1941 SKD COP control of the Company of the Company of Control of SKD COPY

SHIPPER NO. 04066523

FOB SKD BRAMPTON

RECEIVED, induct to the classification and factly in effect on the day of the issue of the little of Leden.

CONSIGNED TO DESTINATION

TERNES CHRYSLER SERVICE SHIP TO #90990 700 MANUFACTURER'S DRIVE

EKD BRAMPTON 40 HOLTSY AVENUE BRAMPTON ON LEX 2MS Cezeda Phone: 905 451-6241

WESTLAND MI 48186

United States

MALL ON STREET ADDRESS OF CONDICINE FOR PURPOSES OF NOTHICAT ON ONLY
SOLD TO

CHRYSLER CANADA INC

ATTN: CANADA ACCTS PAYABLE

P.O. BOX 3382 LIVONIA MI 48151 **United States**

CARRIER NO. CTII CARRIER NAME (Unknown carrier)

SUPPLIER CODE 79983B

SHIPMENT I.D. 0000071944

COLLECT XX PREPAID

→Page: 1

CUSTOMER MUMBER	PLANT OR DESTINATION CODE	TR	ALER NUMBER	ROUTE CODE	TERMS	ASSEMBLY PLANT		BILL OF	ading N	UMBER	DATE	м	ODE DESCRI	TION
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			W 0			,				requires that the bill of state whether it is "cu shipper's weight." NOTE: Where the cate veloe, stippers are red specifically in writing declared value of the	eriel's or is dependent paied to state the egreed or	on stamp he Received i to apply	ere. "To be p	nt of the charges
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VAT#:

Remit To: SKD COMPANY 375 WHEELABRATOR WAY MILTON, ONTARIO L9T 3C1

Invoice No: 04066667

Date:

01/30/2009 300000

Customer No:

Supplier No:

79983B TOW

Sales Agent:

BQL#: 0000101932

SID#: 0000072096

Bill To:

CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE P.O. BOX 3382 LIVONIA MI 48151 United States

Ship To: TERNES CHRYSLER SERVICE SHIP TO #90990 700 MANUFACTURER'S DRIVE WESTLAND MI 48186 United States

F.O.B./Terms 38-2673623-00

Shipped Via **Date Shipped** Our Order No. Customer Purchase Order No. SKD BRAMPTON

NET 30 APPROX

01/30/2009 CTII 04066667 See Below Description Unit Price Extension Item Number ALL AMOUNTS STATED IN CANADIAN DOLLAR (CAD) 210 4.62170 970.56 TRANSMISSION OIL PAN 210 04431997 Customer PO. : M4308187 Customer Amendment Number: E 4200 (Cum including this shipment) CUM Quantity : Adjustments: Number: Code: 1 092A Type: 0,30500 64.05 210 Charge Sent on ASK. Note: PKG 0.00000 0.00 EA 1 00000EXP EXPENDABLE CONTAINER Customer PO. : CONT Customer Amendment Number: E BILL MOPAR FREIGHT CHARGES TO: CHRYSLER C/O DATA2LOGISTICS PO BOX 61040 FORT MEYERS, FL 33916 PU-WEI-20095299812291-S

Miscellaneous Discount Taxable Amount Tax Amount Freight **Product Total** 0.00 0.00 0.00 0.00 1,034.61 0.00

Involce Total

1,034.61

Page: 1

Uniform Commits Smight 85 of Eading, adopted by Courtees in Official, Buythern, Whatern, and (Dioph Chen/Station Territories. March 15, 1822 as elemended August 8, 1820 and duca 18, 1941

DESCRIPT STATE OF PROPERTY described before, in agreement good cross, except an credit (concepts and country) of electrons and country of electrons are all or electrons and country of electrons and country of

SHIPPER NO. 04066667

WESTLAND MI 48186

United States

SHIPMENT I.D. 0000072096 SUPPLIER CODE 79983B FOB SKD BRAMPTON

SKO BRAMPTON 40 HOLTEY AVENUE SEAMPTON ON 15X 2M1 Carado Phone: 205 451-8241

TERNES CHRYSLER SERVICE SHIP TO #90990 700 MANUFACTURER'S DRIVE

> P.O. BOX 3382 LIVONIA MI 48151

CHRYSLER CANADA INC

ATTN: CANADA ACCTS PAYABLE

United States

CARRIER NO. CTII

CARRIER NAME (Unknown cerrier)

COLLECT XX PREPAID

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CHRYSLER C/O DATA2LOGIST PO BOX 61040 FORT MEYERS, FL PU-WEI-200952998 SEAL #1NA 5042 ENG CH LEV: R NET: 945 **TOTAL PRICE:	Point: CHRYSLE ATTN: Nil 3685 CEN C/O LINC DETROIT United St.: 997-601303-1 United St.: 997-601	CK BALE TRAL A DETROIT MICHIG	E - LINC OUTBO	ANADIAN DOLLA 044 Tra	31997 NSMISSION OIL P.	AN			P. CARE	943-4	420	Đ	1 PENDABLE CONTAI OOODOEXP	EA NER	210
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TOTAL CONTAINERS	1	-											***************************************		
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Whiteward and State of State o	DEFIN LESS		/ / /		AGENT, PER	\ V	W.	<u> </u>					\$		

Page: 1 of 1



Invoice

Remit To: SKD COMPANY 375 WHEELABRATOR WAY MILTON, ONTARIO L9T 3C1

Invoice No: 04066308

Date:

12/12/2008 300000

Customer No:

79983B

Supplier No: TOW

Sales Agent: GST#:

BOL#: 0000101542

SID#: 0000071692

Bill To:

CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE P.O. BOX 3382 LIVONIA MI 48151 United States

Ship To: TERNES CHRYSLER SERVICE SHIP TO #90990 700 MANUFACTURER'S DRIVE WESTLAND MI 48186 United States

VAT#: 38-267	3623-00		F.O.B./Terms	
Our Order No.	Customer Purchase Order No.	Shipped Via	Date Shipped	SKD BRAMPTON
04066308	See Below	CTII		NET 30 APPROX

04066308		See Below		CTIL		12/12	/2008	NET 30 APPRO	XC	
Qiy, Ordered	Iten	Number		Description		UOM	Gty. Chapted	Unit Price	2	Extension
210	04431997		TRANSM: Custom	AMOUNTS STATED SSION OIL PAN PR PO. : M4308187 Pr Amendment Number: antity: 2730		EA	210	l	52170	970.56
			Adjusto Num 1	ments: ber: Code: Typ 092A Cha	e:		210	0.3	80500	64.05
1 0	9X300000		EXPENDA Custome Custome BILL MC CHRYSLE C/O DAT PO BOX FORT ME	BLE CONTAINER Pr PO. : CONT Pr Amendment Number: PPAR FREIGHT CHARGES R AZLOGISTICS	E	EA	1	0.0)000¢	0.00
			ro-wei-	2000/33/11/23						
Product	Total 34.61	Discour	0.00	Freight 0.00	Taxable Amo	.00	Ta	c Amount 0.00		Wiscellaneous 0.00
1,0	110.45		5.00	5.00						*****

Invoice Total

1,034.61

Page: 1

Linearn Dosestic Straight S.J. of Leading, odopted by Curriers is Official, Southern, Western, and Head Chandlication Turnionies. March 15, 1522 as attended August 1, 1859 and June 35, 1841

SKD COI
The property described below, in apparent proof error, manage is a said (constant and combine or included Chandlication Chandles) and the property of the said of the said in the property of the said of the said in the property of the said in the said of the said in the said HAVE OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTERCATION ONLY

SHIPPER NO. 04086308

FOB SKD BRAMPTON

CONSIGNED TO DESTINATION

WESTLAND MI 48186

United States

SED BRAMPTON 40 HOLTRY AVENUE

BRAMPTON ON LEX 264

Phone: 806 451-8241

700 MANUFACTURER'S DRIVE

TERNES CHRYSLER SERVICE SHIP TO #90990

CHRYSLER CANADA INC

ATTN: CANADA ACCTS PAYABLE

P.O. BOX 3382 LIVONIA MI 48151

SOLD TO

CARRIER NO. CTIL

SUPPLIER CODE 79983B

SHIPMENT I.D. 0000071692

CARRIER NAME (Unknown carrier)

United States COLLECT XX PREPAID CUSTOMER PLANT OR TRAILER NUMBER ROUTE CODE DATE **TERMS** ASSEMBLY PLANT BILL OF LADING NUMBER DESTINATION CODE MODE DESCRIPTION 90990 3000 537768 **NET 30 APP** TERNES 0000101542 12/12/08 Less than trailer load (Iti) OUR PART NUMBER MODEL BOOK REI EASE CUSTOMER ORDER NO. CUSTOMER PART NUMBER AND PART DESCRIPTION NO. OF CONTAINERS ACCUM TOTAL PCS UNITS QUANTITY SHIPPED Shipment UOM: LB CHRYSLE 00143 ATTN: NICK BALE - LINC OUTBOUND 3685 CENTRAL AVENUE C/O LINC DETROIT CROSSDOCK DETROIT MICHIGAN 48210 Pool/Consolidation Point: United States (CANADIAN DOLLA ******* CA ment Details Follow SEAL #1NA 5042 M4308187 04431997 P. CARE |942-1 2730 EA 210 TRANSMISSION OIL PAN EXPENDABLE CONTAINER 00000EXP ENG CH LEV : NET: 945 UNIT: 2.0412 KG UNIT PRICE: 4.6217 EXT PRICE: 970.5600 **TOTAL PRICE : 970.5600 Subject to Section 7 of conditions, if this ehipment is to be definered to the consignee, without recourse on the consignor, the consignor shall sign the following statement. The coatier shall not reaks delivery of this shipment without NO. OF CONTAINERS CHECK | The FIBRE BOXES uped for this CONTAINERS DESC CMDTY. SUB DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS WEIGHT abipment conform to the specification set forth in the box maker's certificate Box (Corrugated or Pro# 121-3843088-4 Fluin 41 of the Consolidated Fraight yment of freight and all other lawful charges. of the shipment moves between two ports by carrier by wreter, the law continue that the bill of lading shall Signature of Consignor state whether it is "currier's or shipper's weight." If charges are to be prepaid, write or stamp here. "To be prepaid!" mapper's wagner the rate is dependent on valve, slippers are required to state specifically in writing the agreed or declared value of the property. to apply in propayment of the charges on the property described hereon TOTAL CONTAINERS Agent or Cashler **GROSS WEIGHT** 1003 58 NET WEIGHT 945 The signature here acknowledges THE AGREED OR DECLASED VALUE OF THE PROPERTY IS INDIRECT SPECIFICALLY STATED BY THE SHEPPER TO BE NOT EXCLUDING I only the amount prepeid) Charges Advance PERMANENT POST OFFICE SHIPPER AGENT, PER

04780990AC Total	,763.10 ,763.10 ,763.10 ,763.10 ,763.10 ,192.26 ,192.26 ,938.02 ,938.02 ,656.48 ,325.83 ,325.83 ,589.68 ,589.68 ,915.51
03/27/2009 4067478 04780990AC 360 1 04780990AC Total 1 04780991AC 360 1 04780991AC Total 1 05112769AE 66 7 05112772AE 22 2 05112772AE 22 2 05112772AE Total 2 4067478 Total 1 05112731AD 11 1 05112769AE 88 9 05112769AE Total 9 4067483 Total 9 4067484 05112731AD 22 2 05112731AD Total 9	,763.10 ,763.10 ,763.10 ,192.26 ,192.26 ,938.02 ,938.02 ,938.02 ,556.48 ,325.83 ,325.83 ,589.68 ,589.68
04780991AC 360 1 04780991AC Total 1 05112769AE 66 7 051127769AE Total 7 05112772AE 22 2 05112772AE Total 2 4067478 Total 13 4067483 05112731AD 11 1 05112731AD Total 1 05112769AE 88 9 05112769AE Total 9 4067483 Total 10 4067484 05112731AD 22 2 05112731AD Total 2	,763.10 ,763.10 ,192.26 ,192.26 ,938.02 ,938.02 ,656.48 ,325.83 ,325.83 ,589.68 ,589.68
04780991AC Total 1 05112769AE 66 7 05112769AE 7 05112772AE 22 2 2 05112772AE 22 2 2 2 2 2 2 2 2	,763.10 (,192.26 (,192.26 (,938.02 (,938.02 (,656.48 (,325.83 (,325.83 (,589.68 (,589.68 (,915.51
05112769AE 66 7 05112769AE Total 7 05112772AE 22 2 05112772AE Total 2 4067478 Total 13 4067483 05112731AD 11 1 05112731AD Total 1 05112769AE 88 9 05112769AE Total 9 4067483 Total 10 4067484 05112731AD 22 2 05112731AD Total 2	,192.26 ,192.26 ,938.02 ,938.02 ,656.48 ,325.83 ,325.83 ,589.68 ,589.68
05112769AE Total 7 05112772AE 22 2 2 2 2 2 2 2 2	,192.26 ,938.02 ,938.02 ,656.48 ,325.83 ,325.83 ,589.68 ,589.68
05112772AE 22 2	,938.02 ,938.02 , 656.48 ,325.83 ,325.83 ,589.68 ,589.68 ,915.51
05112772AE Total 2 4067478 Total 13 4067483 05112731AD 11 1 1 1 1 1 1 1 1	,938.02 , 656.48 ,325.83 ,325.83 ,589.68 ,589.68
4067478 Total	,656.48 ,325.83 ,325.83 ,589.68 ,589.68 ,915.51
4067483 05112731AD 11 1 05112731AD Total 1 05112769AE 88 9 05112769AE Total 9 4067483 Total 10 4067484 05112731AD 22 2 05112731AD 22 2 2 05112731AD Total 2	,325.83 ,325.83 ,589.68 ,589.68 , 915.51
05112731AD Total	,325.83 ,589.68 ,589.68 ,915.51
05112769AE 88 9 05112769AE Total 9 4067483 Total 10 4067484 05112731AD 22 2 05112731AD Total 2 2	,589.68 ,589.68 ,915.51
05112769AE Total 9 4067483 Total 10 10	,589.68 ,915.51
4067483 Total 10 4067484 05112731AD 22 2 05112731AD Total 2 2	,915.51
4067484 05112731AD 22 2 05112731AD Total 2	
05112731AD Total 2	,651.66
05112769AE 77 8	,651.66
	,390.97
05112769AE Total 8	,390.97
4067484 Total 11	,042.63
4067488 05065918AB 621 8	,455.72
05065918AB Total 8	,455.72
4067488 Total 8	,455.72
4067490 05112731AD 99 11	,932.49
05112731AD Total 11	,932.49
4067490 Total 11	,932.49
4067491 05112769AE 99 10	,788.39
05112769AE Total 10	,788.39
4067491 Total 10	,788.39
4067492 05112769AE 99 10	,788.39
05112769AE Total 10	,788.39
4067492 Total 10	,788.39
4067494 05112731AD 99 11	,932.49
05112731AD Total 11	,932.49
	,932.49
4067499 05112769AE 99 10	,788.39
	,788.39
	,788.39
	,788.39
	,788.39
	,788.39
	,074.68
	,074.68
	(975.12)
	(975.12)
4067480 Total	99.56
	,308.74
	,308.74
	,308.74

03/27/2009	4067485	04384293AC	950	3,113.72
		04384293AC Total		3,113.72
	4067485 Total			3,113.72
	4067474	PKG	0	131.01
		PKG Total		131.01
		04857210AD	200	1,073.76
		04857210AD Total		1,073.76
		04857211AD	197	1,057.65
		04857211AD Total		1,057.65
	4067474 Total			2,262.42
	4067473	55077612AG	192	17,799.28
		55077612AG Total		17,799.28
	4067473 Total			17,799.28
	4067489	52013797AB	960	8,194.37
		52013797AB Total		8,194.37
		52013798AB	648	7,528.40
		52013798AB Total		7,528.40
		52122411AA	216	2,541.22
		52122411AA Total		2,541.22
	4067489 Total			18,263.99
	4067482		0	128.10
		PKG Total		128.10
		52118804	3080	14,605.67
		52118804 Total		14,605.67
		4431997	420	1,941.11
		4431997 Total		1,941.11
	4067482 Total			16,674.88
	4067481		0	189.36
		PKG Total		189.36
		52106558AF	48	2,793.60
		52106558AF Total		2,793.60
		52106559AF	24	1,396.80
		52106559AF Total		1,396.80
	4067481 Total			4,379.76
3/27/2009 Total				179,991.21
Grand Total				179,991.21



Ship Date	Cust Nu	mber	Cust Name	Ship-To	Invoice	Part Number	Q-ty	Unit Price	Total
03/27/2009		3000	CHRYSLER C	BRAMALE	4067478	04780990AC	360	4.8975	1,763.10
03/27/2009		3000	CHRYSLER C	BRAMALE	4067478	04780991AC	360	4.8975	1,763.10
03/27/2009		3000	CHRYSLER C	BRAMALE	4067478	05112769AE	66	108.9736	7,192.26
03/27/2009		3000	CHRYSLER C	BRAMALE	4067478	05112772AE	22	133.5464	2,938.02
03/27/2009		3000	CHRYSLER C	BRAMALE	4067483	05112731AD	11	120.5302	1,325.83
03/27/2009		3000	CHRYSLER C	BRAMALE	4067483	05112769AE	88	108.9736	9,589.68
03/27/2009		3000	CHRYSLER C	BRAMALE	4067484	05112731AD	22	120.5302	2,651.66
03/27/2009		3000	CHRYSLER C	BRAMALE	4067484	05112769AE	77	108.9736	8,390.97
03/27/2009		3000	CHRYSLER C	BRAMALE	4067488	05065918AB	621	13.6163	8,455.72
03/27/2009		3000	CHRYSLER C	BRAMALE	4067490	05112731AD	99	120.5302	11,932.49
03/27/2009			CHRYSLER C	BRAMALE		05112769AE	99	108.9736	10,788.39
03/27/2009		3000	CHRYSLER C	BRAMALE		05112769AE	99	108.9736	10,788.39
03/27/2009		3000	CHRYSLER C	BRAMALE		05112731AD	99	120.5302	11,932.49
03/27/2009		3000	CHRYSLER C	BRAMALE		05112769AE	99	108.9736	10,788.39
03/27/2009		3000	CHRYSLER C	BRAMALE	4067501	05112769AE	99	108.9736	10,788.39
03/27/2009		3000	CHRYSLER C	CENTER		4451835	395	2.7207	1,074.68
03/27/2009		3000	CHRYSLER C	CENTER	4067480	PKG	0	0	(975.12)
03/27/2009		3000	CHRYSLER C	DETROIT	4067472	52069713AB	896	7.041	6,308.74
03/27/2009		3000	CHRYSLER C	DETROIT	4067485	04384293AC	950	3.2776	3,113.72
03/27/2009		3000	CHRYSLER C	MARYSVI	4067474	04857210AD	200	5.3688	1,073.76
03/27/2009		3000	CHRYSLER C	MARYSVI	4067474	PKG	0	0	66.00
03/27/2009		3000	CHRYSLER C	MARYSVI	4067474	04857211AD	197	5.3688	1,057.65
03/27/2009		3000	CHRYSLER C	MARYSVI	4067474	PKG	0	0	65.01
03/27/2009		3000	CHRYSLER C	SALTILL	4067473	55077612AG	192	92.7046	17,799.28
03/27/2009		3000	CHRYSLER C	SALTILL	4067489	52013797AB	960	8.5358	8,194.37
03/27/2009		3000	CHRYSLER C	SALTILL	4067489	52013798AB	648	11.6179	7,528.40
03/27/2009		3000	CHRYSLER C	SALTILL	4067489	52122411AA	216	11.7649	2,541.22
03/27/2009		3000	CHRYSLER C	TERNES	4067482	52118804	3080	4.7421	14,605.67
03/27/2009		3000	CHRYSLER C	TERNES	4067482	4431997	420	4.6217	1,941.11
03/27/2009		3000	CHRYSLER C	TERNES	4067482	PKG	0	0	128.10
03/27/2009		3000	CHRYSLER C	WARREN		52106558AF	48	58.2	2,793.60
03/27/2009		3000	CHRYSLER C	WARREN	4067481	PKG	0	0	126.24
03/27/2009		3000	CHRYSLER C	WARREN	4067481	52106559AF	24	58.2	1,396.80
03/27/2009		3000	CHRYSLER C	WARREN	4067481	PKG	0	0	63.12

Sum of Total				
Ship Date	Invoice	Part Number	Q-ty	Total
04/20/2009	4067702	52069713AB	448	3154.368
		52069713AB Total		3154.368
	4067702 Total			3154.368
04/20/2009 Total	ring of The			3154.368
04/22/2009	4067706	68059589AA	58	29469.8
		68059589AA Total		29469.8
i i	406 7706 Total			29469.8
04/22/2009 Total			hed Tives	29469.8
Grand Total	32624.168			

\$30,943.29 on 88k silvers

Ship Date	Cust Number	Cust Name	Ship-To	Invoice	Part Number	Q-ty	Unit Price	Total
04/20/2009	3000	CHRYSLER C	DETROIT	4067702	52069713AB	448	7.041	3,154.37
04/22/2009	3000	CHRYSLER C	BRAMALE	4067706	68059589AA	58	508.1	29,469.80
Mary Control of the Control of the Control								32,624.17

Sum of Total				
Ship Date	Invoice	Part Number	Q-ty	Total
04/24/2009	4067714	52069713AB	6030	42,457.23
		52069713AB Total		42,457.23
	4067714 Total	42,457.23		
	4067715	52069713AB	672	4,731.55
		52069713AB Total	•	4,731.55
I	4067715 Total			4,731.55
	4067716	03723681AC	4000	10,830.00
		03723681AC Total		10,830.00
		04384293AC	4750	15,568.60
		04384293AC Total		15,568.60
	4067716 Total			26,398.60
Ī	4067717	03723681AC	4000	10,830.00
		03723681AC Total		10,830.00
		04384293AC	4750	15,568.60
		04384293AC Total		15,568.60
	4067717 Total			26,398.60
Ī	4067710	55077612AG	17,799.28	
		55077612AG Total		17,799.28
Ī	4067710 Total			17,799.28
Ī	4067713	04431997	210	970.56
		04431997 Total		970.56
		PKG	0	235.05
		PKG Total		235.05
1	2	52088422AB	50	1,309.34
		52088422AB Total		1,309.34
ļ.	4067713 Total			2,514.94
1		52118780AD	125	543.63
		52118780AD Total		543.63
		PKG.	0	50.00
		PKG. Total		50.00
	4067712 Total		593.63	
/24/2009 Total	THE REAL PROPERTY.		W-10-17	120,893.83
Grand Total				120,893.83

Ship Date	Cust Number	Cust Name	Ship-To	Invoice	Part Number	Q-ty	Unit Price	Total	
04/24/2009	3000	CHRYSLER C	DETROIT	4067714	52069713AB	6030	7.041	42,457.23	
04/24/2009	3000	CHRYSLER C	DETROIT	4067715	52069713AB	672	7.041	4,731.55	
04/24/2009	3000	CHRYSLER C	DETROIT	4067716	04384293AC	4750	3.2776	15,568.60	
04/24/2009	3000	CHRYSLER C	DETROIT	4067716	03723681AC	4000	2.7075	10,830.00	
04/24/2009	3000	CHRYSLER C	DETROIT	4067717	04384293AC	4750	3.2776	15,568.60	
04/24/2009	3000	CHRYSLER C	DETROIT	4067717	03723681AC	4000	2.7075	10,830.00	
04/24/2009	3000	CHRYSLER L	SALTILL	4067710	55077612AG	192	92.7046	17,799.28	
04/24/2009	3000	CHRYSLER C	TERNES	4067713	04431997	210	4.6217	970.56	2,514.94
04/24/2009	3000	CHRYSLER C	TERNES	4067713	PKG	0	0	64.05	
04/24/2009	3000	CHRYSLER C	TERNES	4067713	52088422AB	50	26.1867	1,309.34	
04/24/2009	3000	CHRYSLER C	TERNES	4067713	PKG	0	0	171.00	
04/24/2009	3000	CHRYSLER C	WARREN	4067712	52118780AD	125	4.349	543.63	593.63
04/24/2009	3000	CHRYSLER C	WARREN	4067712	PKG.	0	0	50.00	
			management of the state of the					120,893.83	

October 12, 2010 Email

Bezner, Lana

From:

Bezner, Lana

Sent:

Tuesday, October 12, 2010 3:38 PM

To:

Douglas Murray

Subject:

SKD - Chrysler

Attachments:

DMTOR-#271210-v1-SKD_-Chrysler_-invoices_pkg_2.PDF; DMTOR-#271211-v1-

SKD_-_Chrysler_-_Daily_Shipment_Info__pkg_2.PDF

Hi Doug,

Attached is the following additional information:

- 1. "SKD Chrysler invoices pkg 2". Includes copies of invoice numbers 4064532, 4064623, 4064770 and 4064427.
- 2. "SKD Chrysler Daily Shipment Inc. pkg 2". Includes daily shipment information, including invoice number, Chrysler part number and invoice amount, for shipments in respect of the following invoice numbers 5092443, 5092804, 5092805, 5092784, 5092791.

Please give me a call with any questions regarding the attached. I will forward additional information as it becomes available.

Thanks, Lana

Lana Bezner

RSM Richter Inc.

200 King Street West, Suite 1100, Toronto, ON M5H 3T4 Tel: 416.932.6009 Fax: 416.932.6200

lbezner@rsmrichter.com www.rsmrichter.com



96/08 ULR 85958000/

Remit To: SKD COMPANY 375 WHEELABRATOR WAY MILTON, ONTARIO L9T 3C1

Involce No: 04064532

> Date: 08/28/2008

Customer No: 300000 Supplier No: 79983B TOW Sales Agent:

GST#:

BOL#: 0000099591 SID#: 0000069802

Bill To: CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE P.O. BOX 3382 LIVONIA MI 48151 United States

Ship To: TERNES CHRYSLER SERVICE SHIP TO #90990 700 MANUFACTURER'S DRIVE WESTLAND MI 48186 United States

VAT#: 38-2673	623-00			F.O.B./Terms
Our Order No.	Customer Purchase Order	Shipped Via	Date Shipped	SKD BRAMPTON
04064532	See Below	TEON		NET 30 APPROX

)4064532	See Below	TEON		08/28/	2008	NET 30 APPROX	
oly. Ordered Ite	m Number	Description		MOU	Oly, Shipped	Unit Price	Extension
		ALL AMOUNTS STATED	IN CANADIA	N DOL	LAR (C	D)	
100 520884:		ARM ASSY UPR RR SUSP Customer PO. M4308186 Customer Amendment CUM Quantity: 1150	F (Cum includi	EA	100	26.18670	2,618.67
2 00000E3	ΚP	EXPENDABLE CONTAINER Customer PO. CONT Customer Amendment BILL MOPAR FREIGHT CHA CHRYSLER 3101 C/O DATA2LOGISTICS PO BOX 61040 FORT MEYERS, FL 33916	F	EA	2	0.0000	0.00
			T			Amazust	Minorilanous

1	Product Total	Discount	Freight	Taxable Amount	Tax Amount	Miscellaneous
	2,618.67	0.00	0.00	0.00	0.00	0.00

2,618.67

Invoice Total



ULP860123-005

Invoice Total 2,279.90

Remit To: SKD COMPANY 375 WHEELABRATOR WAY MILTON, ONTARIO L9T 3C1

Invoice No: 04064623

Date:

09/05/2008

Customer No:

300000

Supplier No:

79983B

Sales Agent: TOW

GST#:

BOL#: 0000099689

SID#: 0000069945

Bill To: CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE P.O. BOX 3382 LIVONIA MI 48151 United States

Ship To: TERNES CHRYSLER SERVICE SHIP TO
#90990
700 MANUFACTURER'S DRIVE
WESTLAND MI 48186
United States

VAT#:	38-2673	623-00						F.O.B./Terms			
Our Ore			Purchase Order	Ship	oped Via	Date S	hipped	SKD BRAMPTO	N		
04064623		See Below		TEON		09/05/2	2008	NET 30 APPRO	×		
Qly, Ordered	Iten	n Number	D	escription		UOM	City Shipped	Unit Price		Extension	
9/5/	UL1 86	Q# 0123.00	ALL AMOUNTS	STATED	IN CANADIA						
210	0443199	7	TRANSMISSION OI Customer PO. M4 Customer Amendm CUM Quantity:	308187 ment	E (Cum includi	EA	210 s shipm	100 00 00000	2170	970.56	
1	00000EX	Þ	EXPENDABLE CONT Customer PO. CO Customer Amendm	AINER	E	EA	1		0000	0.0	
50	5208842	2AB	ARM ASSY UPR RR Customer PO. M4 Customer Amendm CUM Quantity:	SUSP 308186 ent	F (Cum includi	EA .	50		3670	1,309.34	
1	0000EX	P	EXPENDABLE CONT. Customer PO. CC Customer Amendm BILL MOPAR FREI CHRYSLER 3101 C/O DATA2LOGIST PO BOX 61040 FORT MEYERS, FL	AINER ONT ent GHT CHAR	F	EA	1		0000	0,04	
Produ	ct Total	Discou	nt Frei	ght	Taxable An	nount	Та	x Amount		Miscellaneous	
2,2	79.90		0.00	0.00	(00.0		0.00		0.00	



Invoice Total

970.56



Invoice

Remit To: SKD COMPANY 375 WHEELABRATOR WAY MILTON, ONTARIO L9T 3C1

Invoice No:

04064770

Date:

09/12/2008

Customer No:

300000

Supplier No: Sales Agent:

79983B

TOW

GST#:

BOL#: 0000099845

SID#: 0000070098

Bill To: CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE P.O. BOX 3382 LIVONIA MI 48151 United States

Ship To: TERNES CHRYSLER SERVICE SHIP TO
#90990
700 MANUFACTURER'S DRIVE
WESTLAND MI 48186
United States

VAT#:	38-26736	323-00						F.0	O.B./Te	rms
Our Or	der No.		Purchase Order	Shi	pped Via	Date	Shipped	SKD BRAMPTO	N	
04064770		See Below		TEON		09/12	/2008	NET 30 APPRO	X	
Oty Ordered	lten	Number	De	escription		UON	Qty. Shipped	Unit Price		Extension
			ALL AMOUNTS TRANSMISSION OIL Customer PO. M4 Customer Amendm CUM Quantity: EXPENDABLE CONT. Customer PO. CO Customer Amendm BILL MOPAR FRET CHRYSLER 3101 C/O DATA2LOGIST PO BOX 61040 FORT MEYERS, FL	L PAN 308187 ent 420 AINER NT ent GHT CHAN	E (Cum includ	EA	210	4.62 ment)		970.5
CONTRACTOR OF STREET	ct Total 70 . 56	Discou	nt Frei	ght 0.00	Taxable A	mount 0.00	Та	x Amount	Misa	cellaneous 0.00





Invoice 8/27/08 ULR# 859165-001

Remit To: SKD COMPANY 375 WHEELABRATOR WAY MILTON, ONTARIO L9T 3C1

04064427

Date:

08/22/2008

Customer No:

300000

Supplier No:

79983B

TOW Sales Agent:

GST#:

BOL#: 0000099479

SID#: 0000069680

Bill To: CHRYSLER CANADA INC ATTN: CANADA ACCTS PAYABLE P.O. BOX 3382 LIVONIA MI 48151 United States

Ship To: TERNES CHRYSLER SERVICE SHIP TO #90990 700 MANUFACTURER'S DRIVE WESTLAND MI 48186 United States

VAT#:	38-2673	623-00								F.O.B./	Terms
Our Or			Purchase Order	Shi	pped \	Via	Date S	Shipped	SKD BRAI	MPTON	
04064427		See Below		TEON			08/22/	2008	NET 30 AI	PPROX	
Qiy. Ordered	lten	n Number	D	escription			UOM	Qly, Shipped	Unit	Price	Extension
			ALL AMOUNTS	STATED	IN C	ANADIAL	M DOL	LAR (C	D)		
50	5208842	2AB	ARM ASSY UPR RR Customer PO. M4 Customer Amenda	1308186	F		EA	50	2	26.18670	1,309.34
1.	00000EX	Б	CUM Quantity: EXPENDABLE CONT Customer PO. CO Customer Amendm	AINER ONT	(Cum	includi	ny th: EA	s shipm 1	ent)	0.00000	0.00
			BILL MOPAR FREI CHRYSLER 3101 C/O DATA2LOGIST PO BOX 61040 FORT MEYERS, FI	GHT CHAI	-	0:					
1							1				

Miscellaneous Tax Amount Taxable Amount **Product Total** Discount Freight 0.00 0.00 0.00 0.00 1,309.34 0.00

Invoice Total

1,309.34

SKD Automotive Group - Milton Division Chrysler Sales Mar 24, 2009

05092442 03/24/09 55369019AA	734.80	Bank Shipments SUMMARY CHARGES/DISC=GST
TRANS TOTAL	734.80	SUMMART OFFICE SUPERIOR
05050440 00404400		
05092443 03/24/09	507.44	
05115434AA	597.11	
50041890-02	2,964.85	
05115378AF	2,766.60	
05115379AF	2,514.10	
TRANS TOTAL	8,842.66	
05092444 03/24/09		
55399021AB	2,629.67	
5559902 TAB	2,029.07	
TRANS TOTAL	2,629.67	
05092451 03/24/09		
50041590-04	12,189.00	

TRANS TOTAL	12,189.00	
05000450 00/04/00		
05092452 03/24/09	40 400 00	
50041590-04	12,189.00	
TRANS TOTAL	12,189.00	
05092453 03/24/09		
50041590-04	12,189.00	

TRANS TOTAL	12,189.00	
05000454.00/04/00		
05092454 03/24/09	12,189.00	
50041590-04	12,169.00	
TRANS TOTAL	12,189.00	
05092455 03/24/09		
55366491AD	20,354.21	*
50035590-03	24,325.02	
0000000		
TRANS TOTAL	44,679.23	
05092456 03/24/09		
50041590-04	14,475.08	
TRANS TOTAL	14,475.08	

SKD Automotive Group - Milto Chrysler Sales Mar 24, 2009	on Division	
	10,521.00	
05115378AF 05115379AF	8,332.63	
TRANS TOTAL	18,853.63	
		1
05092472 03/24/09		
05115437AA	32,326.00	
TRANS TOTAL	32,326.00	
05092473 03/24/09		
05115434AA	1,794.84	
05115379AF	7,406.78	
05115378AF	7,890.75	
05115437AA	1,616.30	
TRANS TOTAL	18,708.67	
05092460 03/24/09		
68020264	3,007.30	
68028895AB	2,250.97	
68028894AB	3,393.59	
68026049	1,177.23	
68026048	1,182.94	
68020265	2,947.65	
SUMMARY CHARGES/DISC	697.98	
TRANS TOTAL	14,657.66	
05092461 03/24/09		
68020264	3,007.30	
68028895AB	3,376.45	
68028894AB	2,262.39	
68026049	1,177.23	
68026048	1,182.94	
68020265	2,947.65	
SUMMARY CHARGES/DISC	697.70	
TRANS TOTAL	14,651.66	
05092463 03/24/09		
68020265	5,526.85	
68020264	7,894.15	
68028894AB	9,162.69	
68028895AB	4,558.21	
SUMMARY CHARGES/DISC	1,357.10	
TRANS TOTAL	28,499.00	
05002467 02/24/00		v.
05092467 03/24/09	3,007.30	
68020264	2,250.97	
68028895AB		
68028894AB	3,393.59	

SKD Automotive Group - Milto Chrysler Sales Mar 24, 2009	on Division
68026049	1,177.23
68026048	1,182.94
68020265	2,947.65
SUMMARY CHARGES/DISC	697.98
TRANS TOTAL	14,657.66
05092470 03/24/09	
68020264	17,479.91
68026049	5,827.28
68028895AB SUMMARY CHARGES/DISC	1,519.40 1,241.33
SUMMART CHARGES/DIGC	1,241.00
TRANS TOTAL	26,067.92
05092474 03/24/09	
68020264	3,007.30
68028895AB	3,376.45
68028894AB 68026049	2,262.39 1,177.23
68026048	1,182.94
68020265	2,947.65
SUMMARY CHARGES/DISC	697.70
TRANS TOTAL	14,651.66
05092485 03/24/09	
68020264	3,007.30
68028894AB	3,393.59
68026048 68020265	1,182.94 2,947.65
68026049	1,177.23
68028895AB	2,250.97
SUMMARY CHARGES/DISC	697.98
TRANS TOTAL	14,657.66
05092486 03/24/09	
68020264	1,503.65
68028895AB	3,376.45
68028894AB	2,262.39
68020265	1,473.83
SUMMARY CHARGES/DISC	430.82
TRANS TOTAL	9,047.14

SKD Automotive Group - Milton Division Chrysler Bank Sales April 24, 2009

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V	U	v	2	4	O	v	-	U	1 4	~1	v	2

50041590-04 2,286.08

TRANS TOTAL 2,286.08

05092805 04/24/09

50019490-05 11,627.95

TRANS TOTAL 11,627.95

05092806 04/24/09

50019490-05 285.74 50019590-04 1,801.14

TRANS TOTAL 2,086.88

SKD Automotive Group - Milton Division Chrysler Sales April 15- 21, 2009

05092764 04/15/09 50041590-04	12,189.00
TRANS TOTAL	12,189.00
05092765 04/15/09 50041590-04	12,189.00
TRANS TOTAL	12,189.00
05092768 04/15/09 50041890-02	14,387.11
TRANS TOTAL	14,387.11
05092772 04/16/09 55366491AD	1,453.87
TRANS TOTAL	1,453.87
05092773 04/16/09 50019490-05	1,224.00
TRANS TOTAL	1,224.00
05092778 04/16/09 50040290-03	1,873.45
TRANS TOTAL	1,873.45
05092784 04/17/09 50041590-04	2,286.08
TRANS TOTAL	2,286.08
05092786 04/17/09 50041890-02	14,866.68
TRANS TOTAL	14,866.68

05092791 04/20/09

SKD Automotive Group - Milton Division Chrysler Sales April 15- 21, 2009

Chrysler Sales April 15- 21, 50019490-05	1,224.00
TRANS TOTAL	1,224.00
05092792 04/20/09 50041590-04	2,286.08
TRANS TOTAL	2,286.08
05092794 04/20/09 50019490-05	10,550.35
TRANS TOTAL	10,550.35
05092797 04/21/09 55366491AD 50035590-03 TRANS TOTAL	15,992.59 12,162.51 28,155.10
05092785 04/17/09 04894760AB 04894761AB SUMMARY CHARGES/DISC TRANS TOTAL	10,409.76 10,409.76 1,040.98 21,860.50
05092793 04/20/09 04894760AB 04894761AB SUMMARY CHARGES/DISC TRANS TOTAL	9,368.78 9,368.78 936.88
05092798 04/21/09 04894760AB 04894761AB SUMMARY CHARGES/DISC TRANS TOTAL	10,756.75 12,144.72 1,145.07
INANO IOIAL	27,040.04