

Appendix "E"

EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT, made this 20th day of December 2006, by and between Genfast Manufacturing Company, a Canadian corporation, with its office at 225 Henry Street, Brantford, Ontario, Canada N3T 6H2, hereinafter referred to as "Lessee", and Utica Leaseco, LLC, a Florida limited liability company, with its office at 44225 Utica Road, Utica, Michigan 48317, hereinafter referred to as "Lessor".

The Lessor does hereby agree to lease to the Lessee that equipment described in Schedule attached hereto and marked Exhibit "A", incorporated by reference thereto as a part hereof (the "Equipment").

Fixed Rent	\$ 930,000.00
Rent Factor	\$ <u>257.787.38</u>
Total Leasehold Rent	\$1,187,787.38

*Rent Factor – based upon ten and three quarters (10.75%) percent per annum, or two and one-half percent (2.5%) plus the current prime interest rate.

(*Subject to change pursuant to Paragraph 2(a))

The term of this Equipment Lease Agreement shall be for a period of sixty (60) months. The leasehold rent (the "Rental Obligation") shall be paid in the following manner:

(a) Commencing as of December 20, 2006, sixty (60) equal monthly payments of Fifteen Thousand Five Hundred and 00/100 (\$15,500.00) Dollars each (the "Fixed Rent"), plus:

(b) Commencing as of December 20, 2006, sixty (60) monthly installments of an amount equal to two and one-half percent (2.5%) plus the current prime interest rate, multiplied by the declining balance of the Fixed Rent, with the prime interest rate to be adjusted based upon movements in that prime rate as announced by Comerica Bank on the 1st day of January and the 1st day of July of each year (the "Rent Factor"). The Rent Factor shall be computed on the basis of a three hundred sixty (360) day year, and assessed for the actual number of days elapsed.

This Equipment Lease Agreement shall be subject to the terms and conditions as hereinafter set forth, all of which the Lessee acknowledges to have read.

The Lessee does further hereby agree to accept the lease of the Equipment at its present location at 225 Henry Street, Brantford, Ontario, Canada N3T 6H2, and possibly at off-premises storage and/or maintenance facilities. The Lessee further agrees to immediately obtain insurance upon the Equipment, including but not limited to, public liability, property damage and product liability. The Lessee herewith acknowledges that it has inspected the Equipment at its present location, has fully examined same, and does hereby agree to effect this Equipment Lease

Agreement on a "where is", "as is" basis, to take full and total responsibility for the Equipment on that basis, as of the date of execution of this Equipment Lease Agreement.

1. **Term.** The term of this Equipment Lease Agreement shall commence upon the first day of the month following the date of execution of this Equipment Lease Agreement and shall continue for sixty (60) months thereafter.

2. **Rent.** The first installment of the Rental Obligation shall be due on the 20th day of December 2006 in the specified amount of Twenty-Four Thousand One Hundred Eight and 96/100 (\$24,108.96) Dollars. Lessor shall apply said first rental installment to cover the rental period beginning from the date of execution. The second and subsequent payment shall be due monthly or as otherwise specified herein, thereafter as specified on the same day of the month. Rent installments shall be payable in accordance with the Rental Obligation attached hereto as **Exhibit "B"** and incorporated herein, provided that in the event the interest rate changes pursuant to Paragraph 2(a), the Rental Obligation shall be revised to reflect the change. Rent shall be due whether or not Lessee has received any notice that such payments are due. If Lessee fails to pay within ten (10) days of due date, any rent or other amount required herein to be paid to Lessor, Lessee shall pay to Lessor a service charge of five (5%) percent of each installment or part thereof for which said rent or other amount shall be delinquent, except where prohibited by Statute, plus interest on such delinquent obligation or other amounts from the due date thereof until paid at a rate equal to the then current prime rate of Comerica Bank as of the due date of the delinquent payment plus five and one-half (5.5%) percent above that prime rate. It is expressly understood and agreed by Lessee that failure to make timely payment of any lease payment or other sum required to be paid by Lessee hereunder shall constitute default hereunder, and that failure to cure such default within ten (10) days following its due date shall result in the immediate and automatic acceleration of the entire amount owing hereunder without further notice to Lessee, such that the above referenced default rate of interest shall be applied against the entire outstanding balance of the obligation owing by Lessee to Lessor hereunder.

All rent shall be paid to Lessor at its address set forth herein or as otherwise directed by Lessor in writing.

(a) It is further agreed and understood by the parties hereto that the Rent Factor as now provided for in the sum of ten and three quarters (10.75%) percent per annum, shall be adjusted every six months by utilizing the prime rate of Comerica Bank as of the 1st day of July, and of the 1st day of January of each year, thereafter then causing the actual interest rate to the Lessee to be equal to the prime rate plus two and one-half percent (2.5%) percent above that prime rate, thereby determining the actual interest rate chargeable during the term and course of this Equipment Lease Agreement. For purposes of this Equipment Lease Agreement, the initial rate of ten and three quarters (10.75%) percent shall continue in full force and effect until January 1, 2007, at which time there shall again be a determination of the interest rate as above provided for.

(b) Lessee shall also pay as additional rent and shall discharge when due all charges, levees and other obligations of Lessee, including but not limited to, personal property taxes, arising hereunder and pursuant hereto. Lessee shall deliver to Lessor copies of paid receipts for all such obligations.

3. Title.

(a) The Equipment shall at all times during this Equipment Lease Agreement be the sole and exclusive property of Lessor. Lessee hereby acknowledges that Lessor is the owner of the Equipment, and further acknowledges that Lessee shall acquire no ownership, title or other property rights in the Equipment by reason of this Equipment Lease Agreement. Lessor is hereby authorized by Lessee at Lessee's expense, to cause this Equipment Lease Agreement, or any statement or instrument in respect of this Equipment Lease Agreement showing the interest of Lessor in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and refiled and re-recorded, and Lessee grants Lessor the right to execute Lessee's name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any searches, filings, recordings or stamp fees or taxes arising from the filing or recording any such instrument or statement. Lessee shall at its expense protect and defend Lessor's title against all persons or entities claiming against or through Lessee, at all times keeping the Equipment free from any legal process or encumbrance whatsoever including, but not limited to, liens, attachments, levies and executions, and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any lost cause thereby. Lessor shall have the option, but not the obligation, to cause any such legal process or encumbrance to be released and discharged, and in the event such actions are taken by Lessor, Lessee shall reimburse Lessor for any amounts expended, including reasonable attorney's fees, within seven (7) days after receipt of an invoice thereof, and failure to make such reimbursement when due shall be deemed a default under Paragraph 11.

(b) The Equipment is and shall remain personal property even if installed or attached to real property, or imbedded in, permanently resting on, or used as part of real property. If the Equipment is installed on leased premises, Lessee agrees to obtain a waiver of landlord's/mortgagee's lien in form supplied by Lessor. Lessee represents it has full right and lawful authority to enter into this Equipment Lease Agreement, and in so doing violated no existing agreement of the Lessee.

(c) Lessee shall cause the Equipment to be operated, in accordance with the applicable vendor's or manufacturer's manual of instructions, by competent and qualified personnel, and will not use, maintain, or store the Equipment in violation of any applicable regulatory laws or regulations of any governmental agency.

(d) Lessee hereby acknowledges that this Equipment Lease Agreement is an operating lease and not a capital lease. In the event any court of law, including, but not limited to the U.S. Bankruptcy Court, should determine that notwithstanding the parties' intentions, this Equipment Lease Agreement should be recharacterized as a capital lease or a financing transaction and not an operating lease, then in such event, Lessee does hereby grant to Lessor a security interest in the Equipment.

4. Repairs and Replacements. Lessee shall, at its own expense, make all repairs and replacements to the Equipment during the continuance of this Equipment Lease Agreement necessary to keep and maintain the Equipment in good mechanical condition and repair, including, but not limited to, all repairs occasioned by accident. All Equipment,

attachments, accessories and repairs at any time made to or placed upon the Equipment or any replacement thereof, shall become part of the Equipment and shall immediately become the property of Lessor for all purposes. In addition, if any part or accessory of any item of the Equipment shall from time to time become worn out, lost, destroyed, damaged beyond repair or otherwise rendered unfit for use, Lessee, at its own expense, shall, within a reasonable time, replace or cause to be replaced such part or accessory. All replacement parts and accessories shall immediately become the property of Lessor for all purposes, but the parts or accessories replaced shall belong to Lessee.

5. **Insurance and Taxes.** Lessee shall, during the continuance of this Equipment Lease Agreement, at its own cost and expense, keep each item of the Equipment insured against all risks of loss, including, but not limited to, burglary, theft, fire, windstorm, explosion, riot, riot attending a strike, civil commotion, vandalism, all risks covered by so-called extended coverage endorsements, and such other risks ordinarily insured against by other owners or users of such equipment in similar businesses, and shall likewise obtain public liability insurance for bodily injury and for property damage, and all such insurance shall be in such form and amounts, and with such insurance companies as shall be satisfactory to Lessor. All insurance policies shall name both Lessee and Lessor as insured parties and copies of the policies and receipts for the payment of the premiums shall, upon receipt by Lessee, be furnished to Lessor. Each damage policy insuring against loss of or damage to the Equipment shall provide for payment of all losses directly to Lessor. Each policy shall provide that it shall not be cancelled without thirty (30) days notice to Lessor. Each liability policy shall provide that all losses be paid on behalf of Lessee and Lessor as their respective interests appear. Lessee shall further, at its own expense, pay all taxes, charges and assessments imposed upon the Equipment by any governmental entity or agency, together with all interest, late charges, penalties and collection fees, if any. Lessee shall file all returns required therefore and furnish copies to Lessor. In case of any failure on the part of Lessee to procure and maintain insurance, or to pay taxes, fees and similar charges, as all hereinbefore specified, Lessor, shall have an option, but the obligation, to effect such insurance, or pay such taxes, fees, or similar charges, as the case may be. In the event such actions are taken by Lessor, Lessee shall reimburse Lessor for any amounts expended within seven (7) days of receipt of any invoice thereof, and the failure to make reimbursement when due shall be deemed a default under Paragraph 11.

6. **Indemnity.** Lessee assumes liability for and shall indemnify, protect, save and keep harmless Lessor, its assigns, agents, servants and beneficiaries from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including reasonable attorney's fees, of whatsoever kind and nature imposed upon, incurred by, or asserted against Lessor, or any other party so protected in any way relating to or arising out of this Equipment Lease Agreement or of the use or possession of the Equipment. The indemnities contained in this Paragraph shall continue in full force and effect, notwithstanding the termination of this Equipment Lease Agreement.

7. **Return and Inspection of the Equipment.**

(a) Subject to the provisions of Paragraph 12 hereof, at the termination of this Equipment Lease Agreement, Lessee will surrender the Equipment to the Lessor in good condition, reasonable wear and tear and depreciation from proper use excepted. Lessee shall not

change or alter the Equipment except on the written consent of the Lessor. Lessee shall be responsible for any loss of or damage to the Equipment from casualty, misuse or otherwise. In the event a controversy arises as to the condition of the Equipment, the factory representative for the make of the Equipment involved will be the sole judge and arbiter as to whether or not said condition is due to ordinary wear and tear or due to some other causes. Lessee agrees to pay for damages other than those attributed to ordinary wear and tear by said representative, and his decision shall be binding and final on both the Lessor and the Lessee. Expenses for said inspection shall be shared equally between the parties hereto. Equipment returned to Lessor shall be properly prepared for shipment by Common Carrier by Lessee at Lessee's expense, and shipped freight prepaid to the address designated by Lessor. Lessor has the right to place upon the Equipment its identification of ownership, which shall not be removed by Lessee, and Lessee agrees that upon request by Lessor, Lessee will place such identification upon the Equipment. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located.

(b) It is agreed and understood that in the event the Lessee shall at any time during the term of this Equipment Lease Agreement return the Equipment to the Lessor as a result of the Lessee's inability to meet its obligations hereunder, the Lessor will then be provided the use of those premises where the Equipment is so located at the expense of the Lessee, including all utilities, for a period of at least ninety (90) days from the time Lessor receives absolute possession of the Equipment free and clear of liens, encumbrances or court orders, to permit the Lessor to then conduct a public auction sale and/or private negotiation sale of the Equipment. Lessee does agree to provide its full cooperation in terms of submitting the names of interested parties who may be desirous of purchasing the Equipment in the event of the termination of this Equipment Lease Agreement at any time prior to the actual termination date of this Equipment Lease Agreement.

8. Net Lease. This Equipment Lease Agreement is a "Net Lease" and Lessee's obligation to pay rental and other amounts payable hereunder shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, or counter-claim whatsoever (and Lessee hereby waives all of the foregoing to any extent permitted by law), including, but not limited to, abatements or reductions due to any present or future claims of Lessee against Lessor hereunder or otherwise. Nor, except as otherwise expressly provided herein, shall this Equipment Lease Agreement terminate or the obligations of Lessee hereunder be affected, by reason of any defect in, damage to, or loss or destruction of any of the Equipment from any cause whatsoever, including any defect in the condition, design, operation or fitness for use of the Equipment, any liens, encumbrances, security interests or rights of others with respect to any of the Equipment, the taking or requisitioning of the Equipment by condemnation or otherwise, the prohibition by government action of Lessee's use of the Equipment, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Equipment Lease Agreement.

9. Disclaimer of Warranties and Waiver of Defenses. LESSOR, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTY, EXPRESSED OR IMPLIED, TO ANYONE, AS TO THE FITNESS, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL

OR WORKMANSHIP. Lessor further disclaims any liability for loss, damage, or injury to Lessee or third parties as a result of any defects, latent or otherwise, in the Equipment whether arising from Lessor's negligence or application of the laws of strict liability. As to Lessor, Lessee leases the Equipment "as is". Lessor shall have no obligation to install, maintain, erect, test, adjust, or service the Equipment.

10. **Assignability.** Without Lessor's prior written consent, Lessee shall not assign, transfer, sublet, lend, hypothecate, or pledge this Lease, or attempt in any mannerly order to dispose of the Equipment or any part thereof, and shall not remove the Equipment or any part thereof from Lessee's premises as set forth above, or permit it to be used by anyone other than Lessee or Lessee's employees. Notwithstanding any assignment by Lessor, providing Lessee is not in default hereunder, Lessee shall quietly enjoy use of the Equipment, subject to the terms and conditions of this Lease. In the event of any such assignment by Lessor, the assignee's rights shall not be subject to any prior claims or offsets of Lessee against the Lessor. Lessee, on receiving written notice of any such assignment together with a duly executed copy of the instrument of assignment, shall thereafter make all rental payments as may be directed in the notice or instrument of assignment. Following such assignment the term "Lessor" as used in this Lease shall be deemed to include such assignee.

11. **Default: Acceleration.** The following events shall constitute an event of default hereunder:

(a) The failure of Lessee to pay any installment of the Rental Obligation under this Equipment Lease Agreement within ten (10) days after the date on which the same shall become due;

(b) Any breach or failure of Lessee to observe or perform any of its other obligations under this Lease and such default shall continue for fifteen (15) days after notice in writing to Lessee of the existence of such default;

(c) Lessee becoming insolvent, making an assignment for the benefit of creditors or consenting to the appointment of a trustee or receiver, or a trustee or receiver being appointed for Lessee or for a substantial part of its property;

(d) Bankruptcy, reorganization, liquidation, arrangement or insolvency proceedings being instituted by or against Lessee.

Upon the occurrence of any such default, Lessor, at its sole option, and in addition to and without prejudice to any other remedies, may elect that the rental payments due hereunder be accelerated and the entire amount of rental be due immediately and/or enter upon Lessee's premises and without any court order or other process of law may repossess and remove the Equipment either with or without notice to Lessee. Any such repossession shall not constitute a termination of this Lease unless Lessor so notifies Lessee in writing. Lessor shall have the right, at its option, to lease the Equipment to any other person or persons upon such terms and conditions, as Lessor shall determine; or to sell the Equipment to the highest bidder at public auction, at which sale Lessor may be the purchaser. In either of such events, there shall be due from Lessee and Lessee will immediately pay to Lessor the difference between the total amount

of rentals to be received from any third person or the purchase price at such sale, as the case may be, and the total unpaid rental provided to be paid herein, plus all costs and expenses, including reasonable attorney's fees, of Lessor in repossessing, releasing, transporting, repairing, selling, or otherwise handling the Equipment. In the event any action is instituted to enforce any of the terms or provision of this Lease, Lessee agrees to pay all costs and expenses incurred in connection within including reasonable attorney's fees.

12. **Option to Purchase.** Provided that the Lessee is not in default and has not been in default at any time during the term of this Equipment Lease Agreement, the Lessee shall any time during the term of this Equipment Lease Agreement, have an option to purchase the Assets ("Option") for an amount equal to the remaining unpaid Fixed Rent as set forth on the attached **Exhibit "B"** and any accrued but unpaid Rent Factor, plus a sum equal to Forty-Six Thousand Five Hundred (\$46,500.00) Dollars.

13. **Binding Effect.** This Equipment Lease Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective successors and assigns.

14. **Waiver.** Forbearance on the part of Lessor to exercise any right or remedy available hereunder upon Lessee's breach of the terms, covenants and conditions of this Equipment Lease Agreement or Lessor's failure to demand the punctual performance thereof shall not be deemed a waiver: (a) of such right or remedies; (b) of the requirement of punctual performance; or (c) of any subsequent breach or default on the part of Lessee.

16. **Entire Agreement.** This Equipment Lease Agreement contains the entire agreement between the parties, and may not be amended or altered except by a writing signed by both parties.

17. **Time of Essence.** Time is of the essence of this Equipment Lease Agreement.

18. **Counterparts and Facsimile.** This Equipment Lease Agreement may be executed in counterparts, each of which is deemed an original and all of which together are considered one and the same agreement. Photostatic or facsimile reproductions of this Equipment Lease Agreement may be made and relied on to the same extent as originals.

19. **Governing Law.** This Equipment Lease Agreement shall be subject to, and governed by, the laws of the State of Michigan.

4

1- Nedschroef Herentals Model Type HBV6L 4-Die Progressive Cold Header, S/N HBVL640-99, (1999); 400 Ton, 1.06"D Cut-Off, 115-PPM, Part Length Minimum/Maximum 1.15"/7.12", Timed Knockout; with Additional Tooling and Spare Parts

5

1- Fastener Engineers Model DTVA-6090-52 Wire Drawer, S/N 200/3071, (1999), 60 hp; 90-FPM, 52" Capstan, 1.06" Maximum Finished Diameter

6

1- Fastener Engineers Model PF-6000-08 Pay-Off Reel

12

1- Mectron "Qualifier 4000" Model MI-9000 CNC Laser Beam Bolt Inspection System, S/N 4206, Asset #570, (1998), To include:

- (1) McKnight Automation MSD 108-60 Hydraulic Metal Box Lift; with 5-hp Hydraulic System; and 40" x 30" x 30" Platform
- (1) McKnight Automation Hopper
- (1) FMC Syntron Magnetic/Vibration Feed
- (1) Rotary/Vibration Bowl Feed
- (1) Inspection System
- (1) Unload
- (-) Controls

(1) 48" Rollers
(-) Controls

- 16 1- Packaging System, Asset #5D, To Include: Loader Feeder; Vibratory Feeder; Western Packaging System Model AE2 Packager, S/N 95B; Pneumatic Can Lid Closer; Motorized Roller Conveyor; Labeling Machine; Digital Package Taping Machine; Jib Cranes; and Allen-Bradley PanelView 900 PLC
- 17 1- Packaging System, Asset #2C, To Include: Loader Feeder; Vibratory Feeder; Western Packaging System Model AE2 Packager, S/N 92B; Pneumatic Can Lid Closer; Motorized Roller Conveyor; Labeling Machine; Digital Package Taping Machine; Jib Cranes; and Allen-Bradley PanelView 900 PLC

- 2- Stage mill, 5000
- 22 1- Tennant Model 235 Electric Riding Floor Sweeper/Scrubber, S/N 235-1886; with Battery Charger
 - 23 1- Hitachi Seiki Model 23R111 2-Axis Turning Center, S/N NR30164, (1999); 15" Swing, 10" Turning Diameter, 23.6" Turning Length, 2.5" Bar Capacity, 20-3600 rpm Spindle Speeds, Equipped with 10-Position Tool Holder, Main Motor HP LNS Quickload Servo S2 Bar Feeder, Seicos A10L CNC Control
 - 24 2- Yang Model SML-12 3-Axis CNC Chuckers, S/N C00614

Lease Schedule for GenFast Manufacturing Company - Other

			Total Lease Payment	Purchase Option	
1	Dec	'05	31	24,108.96	961,000.00
2	Jan	'07	31	23,965.48	945,500.00
3	Feb	'07	28	23,016.64	930,000.00
4	Mar	'07	31	23,678.51	914,500.00
5	Apr	'07	30	23,275.83	899,000.00
6	May	'07	31	23,391.55	883,500.00
7	Jun	'07	30	22,998.13	868,000.00
8	Jul	'07	31	23,104.58	852,500.00
9	Aug	'07	31	22,961.10	837,000.00
10	Sep	'07	30	22,581.56	821,500.00
11	Oct	'07	31	22,674.13	806,000.00
12	Nov	'07	30	22,303.85	790,500.00
13	Dec	'07	31	22,387.17	775,000.00
14	Jan	'08	31	22,243.68	759,500.00
15	Feb	'08	29	21,674.38	744,000.00
16	Mar	'08	31	21,956.72	728,500.00
17	Apr	'08	30	21,609.58	713,000.00
18	May	'08	31	21,669.75	697,500.00
19	Jun	'08	30	21,331.88	682,000.00
20	Jul	'08	31	21,382.79	666,500.00
21	Aug	'08	31	21,239.31	651,000.00
22	Sep	'08	30	20,915.31	635,500.00
23	Oct	'08	31	20,952.34	620,000.00
24	Nov	'08	30	20,637.60	604,500.00
25	Dec	'08	31	20,665.38	589,000.00
26	Jan	'09	31	20,521.89	573,500.00
27	Feb	'09	28	19,906.31	558,000.00
28	Mar	'09	31	20,234.93	542,500.00
29	Apr	'09	30	19,943.33	527,000.00
30	May	'09	31	19,947.96	511,500.00
31	Jun	'09	30	19,665.63	496,000.00
32	Jul	'09	31	19,661.00	480,500.00
33	Aug	'09	31	19,517.51	465,000.00
34	Sep	'09	30	19,249.06	449,500.00
35	Oct	'09	31	19,230.55	434,000.00
36	Nov	'09	30	18,971.35	418,500.00
37	Dec	'09	31	18,943.58	403,000.00
38	Jan	'10	31	18,800.10	387,500.00
39	Feb	'10	28	18,351.14	372,000.00
40	Mar	'10	31	18,513.14	356,500.00
41	Apr	'10	30	18,277.08	341,000.00
42	May	'10	31	18,226.17	325,500.00
43	Jun	'10	30	17,999.38	310,000.00
44	Jul	'10	31	17,939.20	294,500.00
45	Aug	'10	31	17,795.72	279,000.00
46	Sep	'10	30	17,582.81	263,500.00
47	Oct	'10	31	17,508.76	248,000.00
48	Nov	'10	30	17,305.10	232,500.00
49	Dec	'11	31	17,221.79	217,000.00
50	Jan	'11	31	17,078.31	201,500.00
51	Feb	'11	28	16,795.97	186,000.00
52	Mar	'11	31	16,791.34	170,500.00
53	Apr	'11	30	16,610.83	155,000.00
54	May	'11	31	16,504.38	139,500.00
55	Jun	'11	30	16,333.13	124,000.00
56	Jul	'11	31	16,217.41	108,500.00
57	Aug	'11	31	16,073.93	93,000.00
58	Sep	'11	30	15,916.56	77,500.00
59	Oct	'11	31	15,786.97	62,000.00
60	Nov	'11	30	15,638.85	46,500.00
<u>1,187,787.38</u>					

BILL OF SALE

FOR VALUE RECEIVED, the undersigned, Genfast Manufacturing Company, a Canada corporation, with its office at 225 Henry Street, Brantford, Ontario, Canada N3T 6H2 ("Company"), has bargained and sold, and by these presents does grant, convey and assign to Utica Leaseco, LLC, a Florida limited liability company ("Buyer"), its successors and assigns, all of Company's right, title and interest in and to the equipment and other personal property (the "Assets") listed on Exhibit "A" attached hereto.

Company for itself, its successors and assigns, does covenant and agree with Buyer, its assigns and successors, to warrant and defend the sale of the Assets to Buyer, its assigns and successors, against all and every person or persons whatsoever. Company hereby warrants that it has full legal right, title and interest to sell the Assets conveyed hereby and that the Assets are delivered free from any security interest or other lien or encumbrance.

This Bill of Sale shall be binding upon and shall inure to the benefit of Buyer and its respective successors and assigns.

IN WITNESS WHEREOF, Company has executed this Bill of Sale effective as of the 20th day of December, 2006.

GENFAST MANUFACTURING COMPANY, a
Canadian corporation

By: 

Name: DAVID G. LOEFFLER

Its: VICE-PRESIDENT - FINANCE

4

1- Nedschroef Herentals Model Type HBV6L 4-Die Progressive Cold Header, S/N HBVL640-99, (1999); 400 Ton, 1.06"D Cut-Off, 115-PPM, Part Length Minimum/Maximum 1.15"/7.12", Timed Knockout; with Additional Tooling and Spare Parts

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1- Fastener Engineers Model DTVA-6090-52 Wire Drawer, S/N 200/8071, (1999), 60 hp; 90-FPM, 52" Capstan, 1.06" Maximum Finished Diameter

6

1- Fastener Engineers Model PF-6000-08 Pay-Off Reel

- 12 1- Mectron "Qualifier 4000" Model MI-9000 CNC Laser Beam Bolt Inspection System, S/N 4206, Asset #570, (1998), To Include:
- (1) McKnight Automation MSD 108-60 Hydraulic Metal Box Lift; with 5-hp Hydraulic System; and 40" x 30" x 30" Platform
 - (1) McKnight Automation Hopper
 - (1) FMC Syntron Magnetic/Vibration Feed
 - (1) Rotary/Vibration Bowl Feed
 - (1) Inspection System
 - (1) Unload
 - (-) Controls

(1) 48" Rollers
(-) Controls

- 16 1- Packaging System, Asset #5D, To Include: Loader Feeder; Vibratory Feeder; Western Packaging System Model AE2 Packager, S/N 95B; Pneumatic Can Lid Closer; Motorized Roller Conveyor; Labeling Machine; Digital Package Taping Machine; Jib Cranes; and Allen-Bradley PanelView 900 PLC
- 17 1- Packaging System, Asset #2C, To Include: Loader Feeder; Vibratory Feeder; Western Packaging System Model AE2 Packager, S/N 92B; Pneumatic Can Lid Closer; Motorized Roller Conveyor; Labeling Machine; Digital Package Taping Machine; Jib Cranes; and Allen-Bradley PanelView 900 PLC

- 4 Stage Mach, Cent
- 22 1- Tennant Model 235 Electric Riding Floor Sweeper/Scrubber, S/N 235-1886; with Battery Charger
 - 23 1- Hitachi Seiki Model 23RIII 2-Axis Turning Center, S/N NR30164, (1999); 15" Swing, 10" Turning Diameter, 23.6" Turning Length, 2.5" Bar Capacity, 20-3600 rpm Spindle Speeds, Equipped with 10-Position Tool Holder, Main Motor HP LNS Quickload Servo S2 Bar Feeder, Seicos A10L CNC Control
 - 24 2- Yang Model SML-12 3-Axis CNC Chuckers, S/N C00614

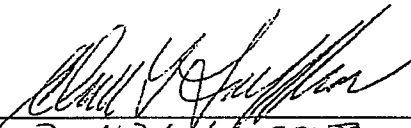
CERTIFICATE OF CLOSING

December 20, 2006

To: Utica Leaseco, LLC

Please be advised that all of the representations and warranties contained within Paragraph 5 of that certain Asset Purchase Agreement between Utica Leaseco, LLC as the Buyer and us dated December 20, 2006 are true, complete and accurate in all material respects.

**GENFAST MANUFACTURING COMPANY, a
Canadian corporation**

By: 
Name: DONALD G. LOEFFLER
Its: VICE PRESIDENT - FINANCE

ASSET PURCHASE AGREEMENT

This Agreement made as of the 20th day of December, 2006 by and between Utica Leaseco, LLC, a Florida limited liability company, with its office at 44225 Utica Road, Utica, Michigan 48318, and Genfast Manufacturing Company, a Canadian corporation, with its office at 225 Henry Street, Brantford, Ontario, Canada N3T 6H2.

RECITALS

Buyer desires to purchase, and Company desires to sell, certain of the assets of Company for the consideration set forth below, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** The terms defined in this Paragraph 1 have the meanings so stated:

(a) "Agreement" means this Agreement.

(b) "Assets" means all of the machinery, equipment, tooling and other personal property as described in the schedule attached hereto as **Exhibit "A"**.

(c) "Asset Purchase Price" means of Nine Hundred Thirty Thousand (\$930,000.00) Dollars.

(d) "Buyer" means Utica Leaseco, LLC, a Florida limited liability company.

(e) "Closing Date" means December 20, 2006 or such earlier date as Buyer may designate by at least 5 days' prior written notice to Seller.

(f) "Company" means Genfast Manufacturing Company, a Canadian corporation.

All terms not defined in this Paragraph, which are defined in the Michigan Uniform Commercial Code, shall have the meanings so defined therein.

2. **Sale and Purchase; Purchase Price.** On the terms and subject to the conditions of this Agreement, Company shall sell and convey the Assets to Buyer on the Closing Date. In consideration for the sale of the Assets and the performance by Company of its covenants and agreements contained in this Agreement, Buyer shall, on the terms and subject to the conditions of this Agreement, pay to Company the Asset Purchase Price. The Asset Purchase Price shall be paid at Closing by check or cashier's funds, or by wire transfer.

3. **Conveyances and Assignments.** If this transaction is closed, Company shall, at the Closing, execute and deliver to Buyer a Warranty Bill of Sale reasonably satisfactory in form and

substance to counsel for Buyer, transferring to Buyer title to the Assets free and clear of all liens, encumbrances and security interests. If this transaction is closed, Company shall, at the Closing: (a) deliver possession of the Assets to Buyer; and (b) assign to Buyer all of Company's right, title and interest, if any, in and to: (i) service contracts; and (ii) all third party warranties and claims for warranties relating to the Assets.

4. **Representations of Buyer.** Buyer represents and warrants to the Company as follows:

(a) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite power and authority to own its properties and to carry on its business as now being conducted. Buyer has full power to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby.

(b) The execution and delivery of this Agreement by Buyer, and the agreements provided for herein, and the consummation by Buyer of the transactions contemplated hereby and thereby, has been duly authorized by all requisite action. This Agreement and all such other agreements and written obligations entered into and undertaken in connection with the transactions contemplated hereby constitute the valid and legally binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

5. **Representations of Company.** Company represents and warrants to Buyer that:

(a) Company is a corporation duly organized, validly existing and in good standing under the laws of the Province of Ontario, and has all requisite power and authority to own its properties, to carry on its business as now being conducted, to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby.

(b) Company has good and marketable title to each item comprising the Assets, free and clear of any and all title defects, judgments, objections, security interest, liens, charges, liabilities or other obligations or encumbrances of any nature whatsoever. The Assets are in good operating condition and repair, normal wear and tear excepted, are currently used by Company in the ordinary course of its business, and normal maintenance has been consistently performed with respect to the Assets.

(c) Except as provided in "**Exhibit B**" attached hereto, neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate, or result in a breach of, any of the terms and provisions of, or constitute a default under, or conflict with (i) any agreement, indenture or other instrument to which Company is a party or by which it is bound, (ii) the articles of incorporation, documents or bylaws of Company, or (iii) any judgment, decree, order or award of any court, governmental body or arbitrator applicable to Company.

(d) The information concerning Company set forth in this Agreement and the Exhibits attached hereto and any document, statement or certificate furnished or to be furnished

to Buyer pursuant hereto, does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they are made, not false or misleading. Company has disclosed to Buyer all material facts presently known to Company pertaining to the transactions contemplated by this Agreement and the Exhibits hereto. Copies of all documents heretofore or hereafter delivered or made available to Buyer pursuant to this Agreement were or will be complete and accurate copies of such documents.

(e) All consents, approvals, authorizations or other requirements prescribed by any law, rule or regulation which must be obtained or satisfied by Company and which are necessary for the execution and delivery by Company of this Agreement or any documents to be executed and delivered by Company in connection herewith are set forth on "Exhibit C" attached hereto and have been, or prior to the Closing Date will be, obtained and satisfied.

(f) Company shall deliver a certificate at the Closing that all of the subparagraphs of this Paragraph 5 are true, complete and accurate in all material respects as of the Closing Date. Company shall use diligent, good faith efforts to promptly notify Buyer in the event of any adverse change in the matters described in this Paragraph 5 between the date of this Agreement and the Closing Date.

6. Pre-Closing Covenants of Company. Between the date of this Agreement and the Closing Date, unless otherwise consented to in writing by Buyer, Company shall:

(a) Maintain insurance on the Assets comparable to that in effect on the date of this Agreement.

(b) Comply with all laws and regulations that are applicable to it or to the conduct of its business and will perform and comply with all contracts, commitments and obligations by which it is bound.

7. Conditions to Obligations of Buyer. The obligations of Buyer under this Agreement are subject to the fulfillment, at the Closing Date, of the following conditions precedent, each of which may be waived in writing in the sole discretion of Buyer:

(a) The representations and warranties of Company shall be true on and as of the Closing Date as though such representations and warranties were made on and as of such date (even though they purport to have been given on a date prior to the Closing Date), except for any changes permitted by the terms hereof or consented to in writing by Buyer.

(b) Company shall have performed and complied with all terms, conditions, covenants, obligations, agreements and restrictions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

(c) No action or proceeding by or before any court or other governmental body shall have been instituted or threatened by any governmental body or person whatsoever which

shall seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement or which might affect the right of Buyer to own or operate the business of Company after Closing.

(d) There shall have been no material change in the physical condition of the Assets.

8. Conditions to Obligations of Company. The obligations of Company under this Agreement are subject to the fulfillment, at the Closing Date, of the following conditions precedent, each of which may be waived in writing in the sole discretion of Company:

(a) The representations and warranties of Buyer shall be true on and as of the Closing Date as though such representations and warranties were made on and as of such date (even though they purport to have been given on a date prior to the Closing Date), except for any changes permitted by the terms hereof or consented to in writing by Company.

(b) Buyer shall have performed and complied with all terms, conditions, covenants, obligations, agreements and restrictions required by this Agreement to be performed or complied with by them prior to or at the Closing Date.

9. Indemnification. If the transactions contemplated by this Agreement are closed:

(a) Company shall indemnify Buyer against, and shall hold Buyer harmless from, any and all loss, liability, costs or expenses (including costs of investigation, defense and reasonable attorneys fees) which may be suffered by or asserted against Buyer as a result of, (i) the breach or violation of any covenant or agreement made by Company in or in connection with this Agreement or in any document executed pursuant hereto; (ii) the misrepresentation or breach by Company of any warranty or representation made by Company to Buyer in or in connection with this Agreement or any document executed pursuant hereto; and (iii) the assertion against Buyer of any claims or demands of any nature made by any person against Buyer arising out of any act or omission of Company occurring on or before the Closing Date, or arising out of the execution and performance by Company of this Agreement, or arising out of the ownership, sale or use of the Assets by Company on or before the Closing.

(b) Buyer, indemnifies Company against, and shall hold Company, harmless from, any and all loss, liability, costs or expenses (including costs of investigation, defense and reasonable attorneys fees) which may be suffered by or asserted against Company as a result of, (i) the breach or violation of any covenant or agreement made by Buyer or in connection with this Agreement or in any document executed pursuant hereto; (ii) the misrepresentation or breach by Buyer of any representation or warranty made by Buyer to Company in or in connection with this Agreement or any document executed pursuant hereto; and, (iii) the assertion against Company of any claims or demands of any nature made by any person against Company arising out of any act or omission of Buyer occurring after the Closing Date, or arising out of the execution and performance by Buyer of this Agreement, or arising out of the ownership, sale or use of the Assets by Buyer after the Closing.

(c) Whenever any claim shall arise for indemnification under this Paragraph 9, the party seeking indemnification (the "Indemnified Party") shall promptly notify the person(s) from whom indemnity is sought ("Indemnitor Party") written notice of any claim and, when known, the facts constituting the basis for such claim. In the event of any such claim for indemnification hereunder resulting from or in connection with any claim or legal proceedings by a third party, the notice shall specify, if known, the amount or an estimate of the amount of the liability arising there from. The Indemnified Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder without the prior written consent (not to be unreasonably withheld) of the Indemnitor Party unless suit shall have been instituted against it and the Indemnitor Party shall not have taken control of such suit after notification thereof.

(d) All agreements, representations and warranties of Buyer, and Company shall survive the Closing.

10. Termination of Agreement; Option to Proceed; Damages. If at any time prior to Closing there shall occur a breach of any of the representations, warranties or covenants of Company or Buyer, or the failure of a party to perform any condition or obligation hereunder, then the non-breaching party may, in addition to all remedies contained elsewhere in this Agreement: (i) terminate this Agreement, without further liability on the non-breaching party's part; (ii) collect money damages from the breaching party; or (iii) enforce specific performance of this Agreement. The exercise of (or failure to exercise) any one of Buyer's rights or remedies under this Agreement shall not be deemed to be in lieu of, or a waiver of, any other right or remedy contained herein or available at law or in equity.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the parties may not assign their respective obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment in contravention of this provision shall be void. No assignment shall release the parties from any obligation or liability under this Agreement.

12. Entire Agreement; Amendments; Attachments. This Agreement and all Exhibits hereto, and all agreements and instruments to be delivered by the parties pursuant hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The parties may amend or modify this Agreement, in such manner as may be agreed upon, only by a written instrument executed by both of them. The Exhibits and Schedules attached hereto or to be attached hereafter are hereby incorporated as integral parts of this Agreement.

13. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent that such prohibition or invalidity, without

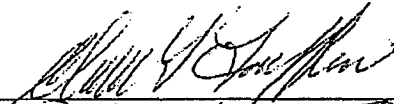
invalidating the remainder of such provision or the remaining provisions of this Agreement unless the intent of this Agreement will be substantially frustrated by such partial invalidation.

14. **Legal Fees.** If Buyer against Company commences legal proceedings, or Company against Buyer, in connection with this Agreement or the transactions contemplated hereby, the party or parties which do not prevail in such proceedings shall pay the reasonable attorneys' fees and other costs and expenses, including investigation costs, incurred by the prevailing party in such proceedings.

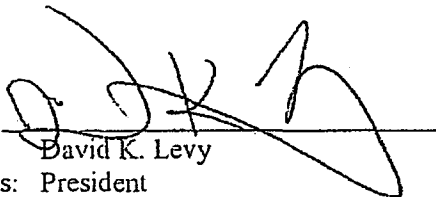
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

GENFAST MANUFACTURING COMPANY, a
Canadian corporation

By: 
Name: DONALD G. LOETZLER
Title: VICE PRESIDENT - FINANCE

UTICA LEASECO, LLC, a Florida
limited liability company

By: 
David K. Levy
Its: President

4

1- Nedschroef Herentals Model Type HBV6L 4-Die Progressive Cold Header, S/N HBVL640-99, (1999); 400 Ton, 1.06"D Cut-Off, 115-PPM, Part Length Minimum/Maximum 1.15"/7.12", Timed Knockout; with Additional Tooling and Spare Parts

5

1- Fastener Engineers Model DTVA-6090-52 Wire Drawer, S/N 200/8071, (1999), 60 hp; 90-FPM, 52" Capstan, 1.05" Maximum Finished Diameter

6

1- Fastener Engineers Model PF-6000-06 Pay-Off Reel

- 12
- 1- Mectron "Qualifier 4000" Model MI-9000 CNC Laser Beam Bolt Inspection System, S/N 4206, Asset #570, (1998), To Include:
- (1) McKnight Automation MSD 108-60 Hydraulic Metal Box Lift; with 5-hp Hydraulic System; and 40" x 30" x 30" Platform
 - (1) McKnight Automation Hopper
 - (1) FMC Syntron Magnetic/Vibration Feed
 - (1) Rotary/Vibration Bowl Feed
 - (1) Inspection System
 - (1) Unload
 - (-) Controls

(1) 48" Rollers
(-) Controls

- 16 1- Packaging System, Asset #5D, To Include: Loader Feeder; Vibratory Feeder; Western Packaging System Model AE2 Packager, S/N 95B; Pneumatic Can Lid Closer; Motorized Roller Conveyor; Labeling Machine; Digital Package Taping Machine; Jib Cranes; and Allen-Bradley PanelView 900 PLC
- 17 1- Packaging System, Asset #2C, To Include: Loader Feeder; Vibratory Feeder; Western Packaging System Model AE2 Packager, S/N 92B; Pneumatic Can Lid Closer; Motorized Roller Conveyor; Labeling Machine; Digital Package Taping Machine; Jib Cranes; and Allen-Bradley PanelView 900 PLC

- 2- Stage Mach, 1000
- 22 1- Tennant Model 235 Electric Riding Floor Sweeper/Scrubber, S/N 235-1886; with Battery Charger
 - 23 1- Hitachi Seiki Model 23RIII 2-Axis Turning Center, S/N NR30164, (1999); 15" Swing, 10" Turning Diameter, 23.6" Turning Length, 2.5" Bar Capacity, 20-3600 rpm Spindle Speeds, Equipped with 10-Position Tool Holder, Main Motor HP LNS Quickload Servo S2 Bar Feeder, Seicos A10L CNC Control
 - 24 2- Yang Model SML-12 3-Axis CNC Chuckers, S/N C00614



27777 FRANKLIN ROAD, SUITE 2500 • SCOTTSVILLE, MICHIGAN 48034-9214
PHONE 248.351.3000 • FAX 248.351.3082
www.jaffelaw.com

*Harry M. Eisenberg
Direct: 248.727.1438

heisenberg@jaffelaw.com
*Also admitted in Florida

December 15, 2006

Genfast Manufacturing Company
c/o MNP Corporation
44225 Utica Road
Utica, MI 48317
Attention: Mr. Craig Stormer

Re: Sale/Leaseback of Equipment

Dear Mr. Stormer:

This office represents Utica Leaseco, LLC, a Florida limited liability company ("Utica"). This is to set forth the basic terms and conditions upon which Utica will enter into a sale/leaseback transaction involving all of the machinery, equipment, tooling and other personal property of Genfast Manufacturing Company, a Canadian corporation ("Genfast") as described on the attached Schedule (the "Assets"), which property is located on or about Genfast's premises located at 225 Henry Street, Brantford, Ontario, Canada N3T 6H2 (the "Premises"), and possibly at off-premises storage and/or maintenance facilities. It is specifically understood that the transaction contemplated herein is subject to the satisfaction of the conditions set forth herein and the execution and delivery of final documentation in form and substance satisfactory to Utica and Genfast.

Purchase and Sale. Provided all of the conditions set forth herein are met, Utica will purchase from Genfast the Assets. The purchase price will be the sum of Nine Hundred Thirty Thousand (\$930,000.00) Dollars. At the time of consummation, Genfast will deliver its Bill of Sale conveying unencumbered title to the Assets.

Title: Authority. The Assets shall be free and clear from lien and encumbrances of whatsoever kind or nature, including personal property taxes through December 31, 2006, either prior to closing, or a result of the application of the funds to be delivered at closing. Genfast shall provide Utica with a Certificate of Title for each vehicle included in the transaction and evidence that title to the Assets is unencumbered or, in the alternative that any existing liens will be paid from the closing proceeds, in form satisfactory to Utica's counsel.

Lease Agreement. As a condition to the purchase of the Assets, Utica ("Lessor") will then lease the Assets to Genfast ("Lessee") for a period of sixty (60) months subject to the terms and

conditions set forth in an Equipment Lease Agreement ("Lease Agreement") to be executed between Lessor and Lessee. The leasehold rent will be equal to the sum of: (i) sixty (60) equal payments of Fifteen Thousand Five Hundred (\$15,500.00) Dollars each, (the "Fixed Rent"), plus (ii) an amount equal to two and one-half (2.5%) percent over the current prime interest rate, multiplied by the declining balance of the Fixed Rent, with the prime interest rate to be adjusted based upon movements in that prime rate as announced by Comerica Bank on the 1st day of January and the 1st day of July of each year (the "Rent Factor"). The Rent Factor shall be computed on the basis of a 360 day year and assessed for the actual number of days elapsed.

The Equipment Lease Agreement shall provide that in the event of a default, the Rent Factor shall be increased by substituting five and one-half (5.5%) percent for the two and one-half (2.5%) percent number in the calculation of the Rent Factor until the default is cured. Attached is a Schedule to illustrate the leasehold rent in monthly installments assuming that the prime rate of interest did not change during the term of the Lease Agreement and assuming that no event of default has occurred during the term of the Lease Agreement.

Insurance; Care of Assets. The Lease Agreement will further provide that Lessee will be obligated to pay all costs of insurance coverage in amounts, upon terms and with a company, satisfactory to Utica, including product liability, and to name Utica and its assignee, if any, as Lessor/Owner on such insurance policies and for the care and maintenance of the Assets during the leasehold period. The Assets are to be returned to Lessor in satisfactory condition subject only to reasonable wear and tear. It is the obligation of the Lessee to make any and all repairs promptly and to further indemnify the Lessor against any possible waste or environmental problem that might result from the use of the Assets during the leasehold term. The Lessee will acknowledge that it has knowledge of the Assets being leased; that it has had the utilization of those Assets and has knowledge with respect to the Assets' value. The Assets will remain in place and at no time will the Assets be removed, sold, or disposed of without the full knowledge and written consent of the Lessor.

Option to Purchase. Provided that the Lessee is not in default and has not been in default at any time during the term of the Lease Agreement, the Lessee shall any time during the term of the Lease Agreement, have an option to purchase the Assets ("Option") for an amount equal to the remaining unpaid Fixed Rent and any accrued but unpaid Rent Factor, plus a sum equal to Forty Six Thousand Five Hundred (\$46,500.00) Dollars.

Outright Sale. It is expressly understood that this transaction is an outright purchase of all right, title and interest in and to the Assets by Utica, with the subsequent lease of those Assets back to Genfast. Accordingly, in the event of default by Lessee, which default shall continue without cure for a period of ten (10) days with respect to a payment and fifteen (15) days with respect to the non-performance of any other obligation, Utica shall have the right, but not the obligation, to take possession of the Assets and conduct a public auction sale or private sale from the Premises of Lessee. In this event, Lessor shall be provided rent-free use of the Premises without charge for utilities for a period of thirty (30) days and the option to occupy the Premises for an additional ninety (90) days (at the then current per diem rental rate prior to imposition of default rates or charges, if any, pursuant to Genfast's Lease Agreement), for the purpose of conducting a public auction sale and/or private sale of the Assets. Genfast

shall have no right to any surplus in the event the sale of the Assets results in proceeds exceeding the amount of the leasehold rent owing to Utica.

Brokers. Each party will act independently of the other and each will be solely responsible for any fees or charges of any broker and/or agent engaged by such party. Genfast will indemnify Utica against any claims, costs or expenses it may incur in relation to any claim for such broker and/or agent fees or charges.

Fees. Upon acceptance of this Commitment Letter, Genfast shall pay Utica an all inclusive, non-refundable fee for the application, the due diligence and the closing of Nine Thousand Three Hundred (\$9,300.00) Dollars.

Closing. The transaction contemplated herein will be implemented at such time as Utica has been assured that all of the above referenced conditions have been satisfied. The closing will take place at the offices of Utica at 44225 Utica Road, Utica, Michigan 48317. The documents drafted will include a Purchase Agreement, a Bill of Sale, an Equipment Lease Agreement, a Joint Resolution of the Shareholder and Board of Directors of Genfast authorizing the transaction and such other documents as may be required by Utica to effectuate the transaction contemplated hereby.

Utica's offer to enter the transaction on those terms and conditions stated herein, subject to Genfast's satisfactory compliance with the above stated prerequisites and execution of formal documentation, shall remain valid until 5:00 p.m. est. on Friday, December 29, 2006, unless an extension is agreed to in writing by Utica. Payment of the Nine Thousand Three Hundred (\$9,300.00) Dollar non-refundable all inclusive fee, copies of Genfast's profit and loss statements and Federal income tax returns for the past three years must accompany an executed copy of this letter. Upon our receipt of these items, we will begin our due diligence and preparation of the respective documents and submit the same for your review. If the closing of this transaction does not occur within twenty (21) days of Genfast's receipt of documents evidencing this transaction for any reason, whatsoever, then this commitment and/or letter agreement shall be null and void and neither party shall have any liability to the other.

If you have any questions or comments concerning this letter, please do not hesitate to contact the undersigned.

Very truly yours,

Jaffe, Raitt, Heuer & Weiss
Professional Corporation

Harry M. Eisenberg

Genfast Manufacturing Company

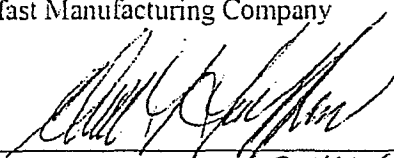
November __, 2006

Page 4

ACKNOWLEDGED AND AGREED TO BY:

Genfast Manufacturing Company

By:



DONALD G. LOEFFLER

Its:

VICE PRESIDENT - FINANCE

Dated: _____

4

1- Nedschroef Herentals Model Type HBV6L 4-Die Progressive Cold Header, S/N HBVL640-99, (1999); 400 Ton, 1.06"D Cut-Off, 115-PPM, Part Length Minimum/Maximum 1.15"/7.12", Timed Knockout; with Additional Tooling and Spare Parts

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- (1) McKnight Automation MSD 108-60 Hydraulic Metal Box Lift; with 5-hp Hydraulic System; and 40" x 30" x 30" Platform
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(1) 48" Rollers
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- 2- Stage 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
- 22 1- Tennant Model 235 Electric Riding Floor Sweeper/Scrubber, S/N 235-1886; with Battery Charger
- 23 1- Hitachi Seiki Model 23RIII 2-Axis Turning Center, S/N NR30164, (1999); 15" Swing, 10" Turning Diameter, 23.6" Turning Length, 2.5" Bar Capacity, 20-3600 rpm Spindle Speeds, Equipped with 10-Position Tool Holder, Main Motor HP LNS Quickload Servo S2 Bar Feeder, Seicos A10L CNC Control
- 24 2- Yang Model SML-12 3-Axis CNC Chuckers, S/N C00614

Lease Schedule for GenFast Manufacturing Company - Other

			Total Lease Payment	Purchase Option	
1	Dec	'06	31	24,108.96	961,000.00
2	Jan	'07	31	23,965.48	945,500.00
3	Feb	'07	28	23,016.64	930,000.00
4	Mar	'07	31	23,678.51	914,500.00
5	Apr	'07	30	23,275.83	899,000.00
6	May	'07	31	23,391.55	883,500.00
7	Jun	'07	30	22,998.13	868,000.00
8	Jul	'07	31	23,104.58	852,500.00
9	Aug	'07	31	22,961.10	837,000.00
10	Sep	'07	30	22,581.56	821,500.00
11	Oct	'07	31	22,674.13	806,000.00
12	Nov	'07	30	22,303.85	790,500.00
13	Dec	'07	31	22,387.17	775,000.00
14	Jan	'08	31	22,243.68	759,500.00
15	Feb	'08	29	21,674.38	744,000.00
16	Mar	'08	31	21,956.72	728,500.00
17	Apr	'08	30	21,609.58	713,000.00
18	May	'08	31	21,669.75	697,500.00
19	Jun	'08	30	21,331.88	682,000.00
20	Jul	'08	31	21,382.79	666,500.00
21	Aug	'08	31	21,239.31	651,000.00
22	Sep	'08	30	20,915.31	635,500.00
23	Oct	'08	31	20,952.34	620,000.00
24	Nov	'08	30	20,637.60	604,500.00
25	Dec	'08	31	20,665.38	589,000.00
26	Jan	'09	31	20,521.89	573,500.00
27	Feb	'09	28	19,906.31	558,000.00
28	Mar	'09	31	20,234.93	542,500.00
29	Apr	'09	30	19,943.33	527,000.00
30	May	'09	31	19,947.96	511,500.00
31	Jun	'09	30	19,665.63	496,000.00
32	Jul	'09	31	19,661.00	480,500.00
33	Aug	'09	31	19,517.51	465,000.00
34	Sep	'09	30	19,249.06	449,500.00
35	Oct	'09	31	19,230.55	434,000.00
36	Nov	'09	30	18,971.35	418,500.00
37	Dec	'09	31	18,943.58	403,000.00
38	Jan	'10	31	18,800.10	387,500.00
39	Feb	'10	28	18,351.14	372,000.00
40	Mar	'10	31	18,513.14	356,500.00
41	Apr	'10	30	18,277.08	341,000.00
42	May	'10	31	18,226.17	325,500.00
43	Jun	'10	30	17,999.38	310,000.00
44	Jul	'10	31	17,939.20	294,500.00
45	Aug	'10	31	17,795.72	279,000.00
46	Sep	'10	30	17,582.81	263,500.00
47	Oct	'10	31	17,508.76	248,000.00
48	Nov	'10	30	17,305.10	232,500.00
49	Dec	'11	31	17,221.79	217,000.00
50	Jan	'11	31	17,078.31	201,500.00
51	Feb	'11	28	16,795.97	186,000.00
52	Mar	'11	31	16,791.34	170,500.00
53	Apr	'11	30	16,610.83	155,000.00
54	May	'11	31	16,504.38	139,500.00
55	Jun	'11	30	16,333.13	124,000.00
56	Jul	'11	31	16,217.41	108,500.00
57	Aug	'11	31	16,073.93	93,000.00
58	Sep	'11	30	15,916.56	77,500.00
59	Oct	'11	31	15,786.97	62,000.00
60	Nov	'11	30	15,638.85	46,500.00

1,187,787.38

**JOINT WRITTEN CONSENT OF THE
DIRECTORS AND
THE SHAREHOLDERS OF
GENFAST MANUFACTURING COMPANY**

WHEREAS, the undersigned are the directors and the shareholders of GENFAST MANUFACTURING COMPANY, a Canadian corporation (the "Corporation"), and desire that the actions expressed in the following resolutions be taken.

NOW, THEREFORE, the undersigned declare that the actions expressed in the following resolutions are hereby taken by the directors (the "Directors") and the shareholders (the "Shareholders") as of December 20, 2006.

Approval of Sale Leaseback Transaction

WHEREAS, it has been proposed that the Corporation sell certain of its assets located at 225 Henry Street, Brantford, Ontario, Canada N3T 6H2 (the "Assets") to Utica Leaseco, LLC, pursuant to the Asset Purchase Agreement attached hereto and incorporated herein by reference (the "Asset Purchase Agreement").

WHEREAS, it has been proposed that the Corporation, immediately after the sale of the Assets lease back the Assets from Utica Leaseco, LLC, pursuant to the Equipment Lease Agreement attached hereto and incorporated herein by reference

WHEREAS, the Directors and the Shareholders have determined that it would be in the best interests of the Corporation to enter into the Asset Purchase Agreement and the Equipment Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Asset Purchase Agreement and the Equipment Lease Agreement, substantially in the form presented to the Directors and the Shareholders, be, and hereby are, adopted and approved in all respects.

FURTHER RESOLVED, that the Corporation is hereby authorized, empowered and directed to sell and lease back the Assets substantially on the terms of the Asset Purchase Agreement and the Equipment Lease Agreement presented to and reviewed by the Directors and the Shareholders.

FURTHER RESOLVED, that all of the officers of the Corporation (the "Authorized Officers"), are, and each of them hereby is, authorized, empowered and directed, on behalf and in the name of the Corporation, to execute and deliver the Asset Purchase Agreement and the Equipment Lease Agreement and all documents, instruments and papers (the "Ancillary Documents"), with such changes or additions as the officer executing the Asset Purchase Agreement and the Equipment Lease Agreement and any Ancillary Document may deem necessary or advisable, such execution to be

conclusive evidence that any such changes or additions to the Asset Purchase Agreement and the Equipment Lease Agreement and the Ancillary Documents are authorized by the Directors and the Shareholders.

FURTHER RESOLVED, that the Authorized Officers are, and each of them hereby is, authorized, empowered and directed, on behalf and in the name of the Corporation, to do and perform any and all acts or deeds which are or become necessary, proper, convenient or desirable in order to consummate the sale and lease back of the Assets and otherwise carry out the purpose and intent of the Asset Purchase Agreement and the Equipment Lease Agreement and the foregoing resolutions.

Counterparts: Copies

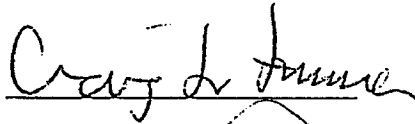
RESOLVED, that this Joint Written Consent may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument.


FURTHER RESOLVED, that copies (facsimile, photostatic or otherwise) of signatures to this Joint Written Consent shall be deemed to be originals, and may be relied on to the same extent as the originals.

IN WITNESS WHEREOF, the Directors and the Shareholders have executed this Joint Written Consent as of the date first written above.

DIRECTORS:

SHAREHOLDERS:





CLOSING STATEMENT GENFAST MFG I December 28, 2006

PURCHASE PRICE:	\$930,000.00
CLOSING FEE PAID TO UTICA LEASECO	(\$9,300.00)
FIRST MONTHS RENT PAID TO UTICA LEASECO	(\$24,108.96)
CLOSING FEE FOR GENFAST II	(\$6,950.00)
FIRST MONTHS RENT FOR GENFAST II	(\$18,016.91)
TOTAL DUE AT CLOSING TO GENFAST MFG	\$871,624.13

UTICA LEASECO LLC
44225 UTICA ROAD
UTICA, MI 48318

1065

DATE December 28, 2006

PAY TO THE ORDER OF GenFast Manufacturing Company \$ 871,624 ¹³/₁₀₀

Eight hundred seventy one thousand six hundred twenty four and 13/100 DOLLARS

FOR Sale/leaseback proceeds

Comerica Bank
Detroit, Michigan
www.comerica.com

⑈001065⑈ ⑆072000096⑆ 1852096740⑈