

Schedule "P"

Court File No. 07-CL-6926

ONTARIO
**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE MR.) TUESDAY, THE 16TH
JUSTICE CAMPBELL) DAY OF JANUARY, 2008

B E T W E E N:

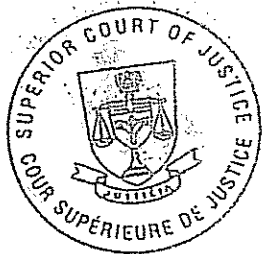
**LASALLE BUSINESS CREDIT, A DIVISION OF
ABN AMRO BANK N.V., CANADA BRANCH**

Applicant

- and -

GENFAST MANUFACTURING COMPANY

Respondent



ORDER

THIS MOTION, made by counsel for LaSalle Business Credit, a Division of ABN AMRO Bank N.V., Canada Branch (the "Bank") and KPMG Inc. in its capacity as the Court-appointed Receiver of Genfast Manufacturing Company ("the Receiver"), was heard this day at 330 University Avenue, Toronto, Ontario.

UPON READING the Eighth Report of the Receiver dated January 11, 2008 (the "Report"), and upon hearing the submissions of counsel for the Bank, the Receiver of Genfast Manufacturing Company (the "Company"), the Monitor, the United Steel Workers of America (the "USW"), MNP Corporation, General Fasteners Company, Utica Leaseco, LLC ("Utica") and PricewaterhouseCoopers, the administrator of the Genfast Manufacturing Company Retirement Plan for Salaried Employees and the administrator of the Genfast Manufacturing Company Bargaining Unit Pension Plan Members of United Steel Workers of America (the "Pension Administrator");

1. **THIS COURT ORDERS AND DECLARES** that the time for service and filing of the Notice of Motion and the materials therein be and is hereby abridged, if necessary, and that all persons requiring notice of this Motion have been duly served with notice thereof, and that the service including the form, manner and time thereof be and is hereby validated, and that further service thereof be and is hereby dispensed with.
2. **THIS COURT ORDERS AND DECLARES** that the Report be and is hereby approved and accepted and that the activities and conduct of KPMG Inc., in its capacity as the Receiver, to date, as more particularly described in this Report, be and are hereby approved.
3. **THIS COURT ORDERS AND DECLARES** that any claim of privilege over the Records (as defined in the Fifth Report of the Receiver dated October 29, 2007) by all parties, including, but not limited to, the Shareholders (as defined in the Report), has been waived.
4. **THIS COURT AUTHORIZES AND DIRECTS** the Receiver to destroy any and all Records of the Company which either predate October 2001 or relate to shipping, inspection, sales, quality, purchasing, freight, timesheet and accounts receivable records of the Company located at Iron Mountain (as defined in the Report) but:
 - (a) any records which are marked "Human Resources", "Accounting", "Payroll" shall not be destroyed prior to the completion of production and examinations with respect to the Disputed Pension Claims (as defined in the Report) except with the written consent of the Pension Administrator or by further Order of this Court; and
 - (b) any Records which are marked "Accounting", "Sales", "Purchasing" and "Shipping" and all Records after 2003 shall not be destroyed except with the written consent of the USW or by further Order of this Court, with any review of the records by the USW to be conducted pursuant to a timetable to be agreed upon between the Receiver and the USW.

5. **THIS COURT ORDERS AND DECLARES** that the security held by the Bank is valid and enforceable against the property, assets and undertaking of the Company and, subject to the Charges described at paragraph 18-24 of the Order of the Honourable Mr. Justice Campbell dated April 5, 2007, is first ranking in priority to all other liens, claims and encumbrances of any kind, other than:

(a) any claim asserted by MNP Corporation, General Fasteners Company or Utica Leaseco, LLP; or

(b) any liens, claims or encumbrances or trusts asserted by persons who have not received notice of this motion

and which arise by operation of statute, common law, equity, or as determined by a court of competent jurisdiction, to the extent that these are determined by a court of competent jurisdiction, to be payable in priority to or *pari passu* with the Bank's security.

6. **THIS COURT ORDERS AND DECLARES** that the Receiver is hereby authorized and directed to reserve from the funds in the possession of the Receiver the amount of U.S. \$1,263,278.00 (the "Lease One Reserve") and the amount of U.S. \$656,905.00 (the "Lease Two Reserve") together with any accrued or occurring interest (the Lease One Reserve and the Lease Two Reserve are collectively referred to herein as the "Priority Dispute Reserves"), as defined in the Report, and to hold and not distribute the Priority Dispute Reserves pending further Order of this Court.

7. **THIS COURT ORDERS AND DECLARES** that notwithstanding paragraph 5, the priority in respect of the Priority Dispute Reserves is subject to agreement between the Applicant and Utica or further Order of this Court.

8. **THIS COURT ORDERS AND DECLARES** that notwithstanding paragraph 6 of this Order, the Receiver is hereby authorized and directed to distribute the Lease One Reserve or otherwise comply with an Order (from which all rights of appeal have expired, or in the event appeals have been instituted, all such appeals have been finally disposed of), rendered by this Honourable Court as a result of the motion heard

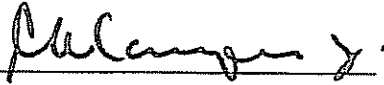
October 30, 2007 to determine priority to those funds, or as agreed to in writing by the Bank and Utica.

9. **THIS COURT ORDERS AND DECLARES** that the Receiver was in occupation of the Premises no later than January 15, 2008 and that the Receiver is no longer responsible for occupancy costs, including utilities and security after January 15, 2008, provided, however, that the issue of the Receiver's occupation, if any, and liability for occupancy costs, if any, including security and utilities, for the period between December 25, 2007 and January 15, 2008 is all without prejudice to the Landlord and the Receiver's positions with respect to liability for occupancy costs and damages for that period, which determination of liability is subject to further order of the Court or agreement between the Landlord and the Receiver.
10. **THIS COURT ORDERS AND DIRECTS** that the Receiver shall discontinue the security and utilities in respect of the Premises as at 11:59 p.m. on January 15, 2008, nunc pro tunc, all without prejudice to the Receiver's right to claim a credit (against amounts which are determined to be owed by the Receiver to the Landlord for occupancy costs or for damages, repairs or clean up costs), reimbursement or refund of any costs of the security and utilities from the Landlord in respect of the Premises incurred by the Receiver for the period between December 25, 2007 and January 15, 2008 and the Landlord's position to dispute the same, which claims are subject to further order of the Court or agreement between the Landlord and the Receiver.
11. **THIS COURT ORDERS AND DECLARES** that the Receiver is hereby authorized and directed to reserve from the funds in the possession of the Receiver the amount of CDN\$366,000.00 (the "Landlord Reserve") in respect of the maximum amount of the Receiver's liability to the Landlord (as defined in the Report) in connection with the Receiver's occupation of the Premises, which reserve is broken down into the following sub-reserves: (a) the maximum liability, if any, for disputed occupancy costs, including utilities and security, for the period from December 25, 2007 and January 15, 2008 shall be CDN\$266,000, (b) the maximum, if any, for alleged damages and repairs to and clean

up in respect of the Premises shall be CDN\$90,000, and (c) the maximum liability, if any, for the Landlord's legal costs shall be CDN\$10,000, as described in the Report, and to hold and not distribute the Landlord Reserve pending further Order of this Court with respect to the Receiver's liability, if any, to the Landlord with respect to such amounts and distribution of the Landlord Reserve, and the establishment of the Landlord Reserve shall be without prejudice to the Receiver's right to dispute that the Receiver has any liability to the Landlord with respect to such amounts.


12. **THIS COURT ORDERS AND DECLARES** that the Receiver is hereby authorized and directed to reserve from the funds in the possession of the Receiver the amount of \$320,542.55 (the "CCAA Payables Reserve"), as described in the Report, and hold and not distribute the CCAA Payables Reserve pending further Order of this Court.
13. **THIS COURT ORDERS AND DECLARES** that, subject to the Bank's obligation to disgorge any amount if it, by subsequent Order of a Court of competent jurisdiction, is found to have been overpaid, the Receiver is authorized and directed to forthwith distribute and pay U.S. \$13,606,457.45 to the Bank to be applied by the Bank to repay in full all indebtedness secured by the DIP Charge (as defined in the Report), with the balance to be applied by the Bank as a permanent reduction of the Bank's remaining indebtedness.
14. **THIS COURT ORDERS AND DECLARES** that, notwithstanding the pendency of these proceedings, or the provisions of any federal or provincial statute, the distribution of the funds in accordance with this Order shall be binding on the Trustee in Bankruptcy of the Company and shall not be voidable by creditors or claimants of the Company, nor shall the payments constitute nor be deemed to be settlements, fraudulent preferences, assignments, fraudulent conveyances or other reviewable transactions under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor do they constitute conduct which is oppressive, unfairly prejudicial to or which unfairly disregards the interest of any person.

15. **THIS COURT ORDERS** that nothing in this Order shall be construed as or has the effect of limiting or extinguishing any claim, right of action, defence, or counterclaim available to the Bank, Utica, MNP Corporation, General Fasteners Company, Craig Stormer or Thomas Klein in the U.S. Litigation (as defined in the Report).



ENTERED IN / INSERTE A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JAN 17 2008

PER/PAR: 

LASALLE BUSINESS CREDIT,
A DIVISION OF ABN AMRO BANK N.V.,
CANADA BRANCH
Applicant

v.

GENFAST MANUFACTURING COMPANY

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at TORONTO

ORDER

BLAKE, CASSELLS & GRAYDON LLP
Barristers and Solicitors
Box 25, Commerce Court West
Toronto, Ontario M5L 1A9

Milly Chow - LSUC #35411D
Phone: (416) 863-2594

Michael McGraw - LSUC#46679C
Phone: (416) 863-4247
Fax: (416) 863-2653

Solicitors for KPMG Inc. in its capacity as
Receiver of the property, assets and undertaking of
Genfast Manufacturing Company

Schedule "Q"

Court File No. 07-CL-6926

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE MR.
JUSTICE CAMPBELL

)
)

TUESDAY, THE 19TH
DAY OF FEBRUARY, 2008

B E T W E E N:

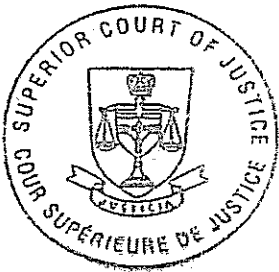
**LASALLE BUSINESS CREDIT, A DIVISION OF
ABN AMRO BANK N.V., CANADA BRANCH**

Applicant

- and -

GENFAST MANUFACTURING COMPANY

Respondent



ORDER

THIS MOTION, made by KPMG Inc. in its capacity as the Court-appointed Receiver of Genfast Manufacturing Company ("the Receiver"), was heard this day at 330 University Avenue, Toronto, Ontario.

UPON READING the Eighth Report of the Receiver dated January 11, 2008 (the "Report"), and upon hearing the submissions of counsel for LaSalle Business Credit, a Division of ABN AMRO Bank N.V., Canada Branch; the Receiver; and MNP Corporation, General Fasteners Company and Utica Leaseco, LLC;

1. **THIS COURT ORDERS AND DECLARES** that the time for service and filing of the Notice of Motion and the materials therein be and is hereby abridged, if necessary, and that all persons requiring notice of this Motion have been duly served with notice thereof, and that the service including the form, manner and time thereof be and is hereby validated, and that further service thereof be and is hereby dispensed with.

2. **THIS COURT ORDERS AND DIRECTS** that the fees and disbursements of the Receiver and its independent legal counsel, as described in the Report, are hereby approved and the Receiver is hereby authorized and directed to pay the fees and disbursements of the Receiver and its independent legal counsel forthwith.



RECEIVED
FEB 19 2008

FEB 19 2008

RECEIVED



Court File No. 07-CL-6926

LASALLE BUSINESS CREDIT, A DIVISION OF ABN AMRO BANK N.V., CANADA BRANCH v.

GENFAST MANUFACTURING COMPANY

ONTARIO
SUPERIOR COURT O
(Commercial List)

Proceeding Commenced at TORONTO

ORDER

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
Box 25, Commerce Court West
Toronto, Ontario M5L 1A9

Milly Chow - LSUC #35411D
Phone: (416) 863-2594

Michael McGraw - LSUC#46679C
Phone: (416) 863-4247
Fax: (416) 863-2653

Solicitors for KPMG Inc. in its capacity as
Receiver of the property, assets and undertaking of
Genfast Manufacturing Company

Schedule "R"

SETTLEMENT AND RELEASE

TO: KPMG INC. in its capacity as receiver (the "Receiver") of the assets, property and undertaking of Genfast Manufacturing Company (the "Company");

AND TO: SIVACO ONTARIO, division of Sivaco Wire Group 2004 L.P. ("Sivaco");

WHEREAS on April 5, 2007, KPMG Inc. was appointed as Receiver;

AND WHEREAS Sivaco has asserted a lien claim (the "Claim") in respect of certain of the Company's goods in Sivaco's possession as of April 5, 2007 (the "Goods");

AND WHEREAS the Company has not paid the Claim and the Receiver has disputed certain parts of the Claim;

AND WHEREAS the Receiver sold the Goods to third parties pursuant to a series of sale transaction;

AND WHEREAS the parties have agreed to the Claim on terms acceptable to both of them.

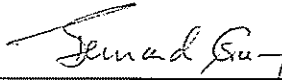
NOW THEREFORE the parties agree as follows:

1. **Payment of Settlement Amount.** The parties hereby agree that the settlement amount shall be \$41,000, without adjustment (the "Settlement Amount"), which shall be payable by the Receiver to Sivaco at the Effective Settlement Time (as defined below) by way of cheque payable to Sivaco and remitted to counsel to Sivaco, Ogilvy Renault LLP.
2. **Effective Settlement Time.** The "Effective Settlement Time" shall be the date which is one day after the date on which the Court approves this settlement.
3. **Sivaco Release.** At the Effective Settlement Time, Sivaco agrees that it shall:
 - (a) *ipso facto* remise, release and forever discharge the the Receiver and its officers, directors, employees and agents (hereinafter called the "Receiver Releasees", which term includes their respective administrators, successors and assigns), of and from all manner of actions, causes of action, suits, debts, dues, accounts, covenants, contracts, claims and demands whatsoever which Sivaco ever had, now has, or may hereafter have (the "Sivaco Claims") against the Receiver Releasees, or any of them, for or by reason of, or in any way arising out of, any business dealings or transactions up to the date hereof between the Receiver Releasees, on the one hand, and Sivaco, on the other hand related to the Goods, but excluding amounts for the handling charges related to the sale of certain Goods to Poscor Mill Services Corp. in respect of approximately 120 coils of steel, which amounts are estimated to be approximately \$1,440; and
 - (b) not make any claim or commence any action or proceeding against any person or corporation or the Crown in which any claim could arise against the Receiver Releasees, or any of them, for contribution or indemnity or any other relief over in respect of the Sivaco Claims.

4. **Receiver Release.** At the Effective Settlement Time, the Receiver agrees that it shall:
- (a) *ipso facto* remise, release and forever discharge Sivaco and its officers, directors, employees and agents (hereinafter called the “**Sivaco Releasees**”, which term includes its administrators, successors and assigns), of and from all manner of actions, causes of action, suits, debts, dues, accounts, covenants, contracts, claims and demands whatsoever which the Receiver ever had, now has, or may hereafter have (the “**Receiver Claims**”) against the Sivaco Releasees, or any of them, for or by reason of, or in any way arising out of, any business dealings or transactions up to the date hereof between the Sivaco Releasees, on the one hand, and the Receiver, on the other hand, related to the Goods; and
 - (b) not make any claim or commence any action or proceeding against any person or corporation or the Crown in which any claim could arise against the Sivaco Releasees, or any of them, for contribution or indemnity or any other relief over in respect of the Receiver Claims.
5. This settlement and release shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
6. This settlement and release may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile of an executed counterpart of this settlement and release shall be deemed to constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF each of the parties has executed this settlement and release as of the 3rd day of January 2008.

SIVACO ONTARIO, division of Sivaco Wire Group 2004 L.P.

Per: 
Name: BERNARD Gut
Title: President,

KPMG INC. in its capacity as receiver of the assets, property and undertaking of Genfast Manufacturing Company, and not in its personal capacity

Per: _____
Name:
Title:

4. **Receiver Release.** At the Effective Settlement Time, the Receiver agrees that it shall:
- (a) *ipso facto* remise, release and forever discharge Sivaco and its officers, directors, employees and agents (hereinafter called the "Sivaco Releasees", which term includes its administrators, successors and assigns), of and from all manner of actions, causes of action, suits, debts, dues, accounts, covenants, contracts, claims and demands whatsoever which the Receiver ever had, now has, or may hereafter have (the "Receiver Claims") against the Sivaco Releasees, or any of them, for or by reason of, or in any way arising out of, any business dealings or transactions up to the date hereof between the Sivaco Releasees, on the one hand, and the Receiver, on the other hand, related to the Goods; and
 - (b) not make any claim or commence any action or proceeding against any person or corporation or the Crown in which any claim could arise against the Sivaco Releasees, or any of them, for contribution or indemnity or any other relief over in respect of the Receiver Claims.
5. This settlement and release shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
6. This settlement and release may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile of an executed counterpart of this settlement and release shall be deemed to constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF each of the parties has executed this settlement and release as of the 30th day of January 2008.

SIVACO ONTARIO, division of Sivaco Wire Group 2004 L.P.

Per: _____
Name:
Title:

KPMG INC. in its capacity as receiver of the assets, property and undertaking of Genfast Manufacturing Company, and not in its personal capacity

Per: Brad Newton
Name: Brad Newton
Title: Vice President

Schedule "S"



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trade-mark Agents
199 Bay Street
Suite 2800, Commerce Court West
Toronto ON M5L 1A9 Canada
Tel: 416-863-2400 Fax: 416-863-2653

March 7, 2008

Michael McGraw
Dir: 416-863-4247
michael.mcgraw@blakes.com

DELIVERED

Reference: 72396/2

Mr. Fred Myers
Goodmans LLP
Suite 2400, Box 24
250 Yonge Street
Toronto, ON M5B 2M6

Re: Genfast Manufacturing Company ("Genfast")
Re: Genfast Bargaining Unit Pension Plan for Members of the United Steelworkers of America and its Retirement Plan for Salaried Employees (the "Pension Plans")
Re: Request for Production and Review of Records and Documents

Dear Mr. Myers:

This will acknowledge receipt of your letters dated January 2 and 3, 2008 regarding the above. It is the Receiver's position that not all documents requested in your letters are relevant to your client's claim against the Directors and Officers of Genfast.

In any event, in response to your requests for the production and review of records and documents set out in your letters, the Receiver requested that Genfast's former Information Technology Manager search Genfast's file server to identify file folder names containing the following key words: pension, CCAA and cash flow. Further, the Receiver requested that the IT Manager also search Genfast's server to identify file folders (with the same key words) of those Genfast employees who Cesare Berti, Genfast's former Plant Manager, advised were involved in managing the Pension Plans: Wayne Stemmler-Controller, Marcel Petrella-HR Manager, Kelly Turner-Payroll Clerk and Nicola Meckback-Payroll Clerk.

The files identified as a result of these searches are contained on the enclosed CD. The specific folders on the CD are as follows:

- CCAA Reporting (a general file);
- HR Files (a general file);
- PENSIONS (a general file);
- Wayne Stemmler's folder (with key words in the titles of pension, CCAA and cash flow);
- Nicola Meckback's folder (with key words in the titles of pension, CCAA and cash flow);
- Kelly Turner's folder (with key words in the titles of pension, CCAA and cash flow); and
- Marcel Patrella's folder (with key words in the titles of pension, CCAA and cash flow).

Please note that Cesare Berti's computer was also searched using the same keyword criteria but did not turn up any matches.



- 2 -

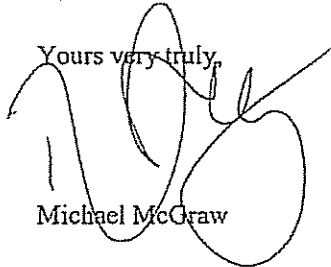
The CD also includes a copy of the data which the Receiver backed up from the personal computers of Wayne Stemmler, Marcel Petrella, Cesare Berti and Nicola Meckback at the time they left Genfast (Kelly Turner was not employed with Genfast as at the date of the receivership). Also enclosed is a list containing the last known contact information for these former employees.

The Receiver is also prepared to make Genfast's Board of Directors' Minute Book available for your inspection at KPMG's Toronto offices. Please contact Nicholas Brearton at 416-777-3768 to arrange a mutually convenient time to inspect same if you wish to do so.

Please note that some of these records contain personal information which is subject to relevant privacy legislation.

Should you wish to access any other Genfast records, please refer to the letter dated March 6, 2008 and enclosed CD from Nicholas Brearton of KPMG.

Yours very truly,



Michael McGraw

MQM:na
Enclosures.

c: Nicholas Brearton, *KPMG*
Brad Newton, *KPMG*
Milly Chow, *Blake, Cassels & Graydon LLP*
Leanne Williams, *ThorntonGroutFinnigan LLP*

12193360.2

Schedule "T"



KPMG Inc.
Suite 3300 Commerce Court West
PO Box 31 Str Commerce Court
Toronto ON M5L 1B2
Canada

Telephone (416) 777-8500
Fax (416) 777-3364
Fax (416) 777-8818
Internet www.kpmg.ca

DELIVERED

Mr. Frank Spizziri
Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2

Ms. Leanne Williams
ThorntonGroutFinnigan LLP
Canadian Pacific Tower, TD Centre
100 Wellington St. W., Suite 3200
Toronto, ON M5K1K7

Mr. Fred Myers
Goodmans LLP
Suite 2400, Box 24
250 Yonge Street
Toronto, ON M5B 2M6

Mr. Tony DePaulo, Area Coordinator
United Steelworkers
1031 Barton Street East
Hamilton, ON L8L 3E3

Mr. Trent B. Collier
Dickinson Wright PLLC
301 E. Liberty St., Suite 500
Ann Arbor, MI 48104-2266

March 6, 2008

Dear Sirs/Madames:

Re: Books and Records of Genfast Manufacturing Company ("Genfast")

Further to your inquiries and requests regarding inspection of the books and records of Genfast, the Receiver has prepared listings of Genfast's books and records for your review and stored them on the enclosed CD. The CD contains the following files:

- Genfast computer back-up list – contains the names of the Genfast employees for whom the Receiver has a back up of their computers saved on CD;
- Genfast salaried employee listing – contains the names of the various salaried employees of Genfast along with the department they worked in;
- Genfast file server – contains a listing of all of the folders contained on Genfast's file server;
- Genfast user folder listing – contains a listing of all of the folders stored on the server under each employee's name;
- Genfast Iron Mountain inventory report – contains a listing of Genfast's Accounting, Human Resource and Payroll paper records stored at Iron Mountain; and
- Genfast records stored at Securite – contains a listing of all of the paper records stored at Securite File Storage.



March 6, 2008

Page 2

As you are likely aware, the Receiver has made arrangements with Genfast's landlord to continue to rent an office at the Genfast premises to maintain Genfast's computer server. These arrangements can be cancelled by either party on 30 days notice to the other party. As the landlord is in the process of finding new tenants, the rental of this office space will not continue indefinitely. Therefore, the Receiver requests that you review the enclosed information and determine what files you wish to access. **If you wish to review the information on the server, please contact Mr. Shawn Sevier via email at Shawn_Sevier@BeckerAcromaInc.com with a copy to Brad Newton of KPMG at bradnewton@kpmg.ca with your request including suggested times for reviewing the records and a detailed list of what records you would be looking for.** The Receiver is requesting that all reviews of the server be concluded within 60 days of the date of this letter. Please note that the review of these records is subject to the Records Request Protocol as set out in the Order of the Honourable Mr. Justice Campbell dated November 5, 2007, and the Receiver's Fifth Report to the Court dated October 29, 2007, and as such, the requesting party shall pay all reasonable costs associated with reviewing these records, including the time of Shawn Sevier and the attendance of a representative of the Receiver. Appropriate arrangements for the payment of these costs must be made prior to the record request being actioned.

In addition, the Receiver has maintained certain of Genfast's paper records, a listing of which is also included on the enclosed CD. These records are stored at Iron Mountain and Securite File Storage. In order to reduce ongoing storage costs of these records, the Receiver would like to have all reviews of these records completed within 60 days of the date of this letter. **Accordingly, please review the enclosed listings, determine which records you would like to review and send an email to bradnewton@kpmg.ca detailing the boxes you would like to review.** The Receiver will arrange to have the boxes delivered from storage to one of its offices. As with Genfast's computer records, the review of these records is subject to the Records Request Protocol, and accordingly, the requesting party shall pay all reasonable costs associated with reviewing these records including recalling the records, photocopying and the attendance of a representatives of the Receiver.

Please note that some of these records contain personal information which is subject to relevant personal privacy legislation.

Yours truly,

KPMG Inc.
solely in its capacity as
Court Appointed Receiver of
Genfast Manufacturing Company

for Per: Nicholas Brearton
Senior Vice President

cc. Mr. Michael McGraw, Blakes, Cassels & Graydon LLP
Mr. Brad Newton, KPMG Inc.

Enclosure: CD containing listings of records