

Court File No. 2336/11

REGIONAL DIE CASTING LIMITED

RECEIVER'S FIRST REPORT TO COURT

April 13, 2011

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

ROYAL BANK OF CANADA

Applicant

-and-

REGIONAL DIE CASTING LIMITED

Respondent

**FIRST REPORT TO THE COURT SUBMITTED BY
PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY AS RECEIVER**

1. On February 11, 2011, by Order of the Honourable Mr. Justice Matheson (the "Appointment Order"), PricewaterhouseCoopers Inc. ("PwC") was appointed receiver (the "Receiver") pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") without security, of all the property, assets and undertakings (the "Property") of Regional Die Casting Limited ("RDC" or the "Company"). A copy of the Appointment Order is attached hereto as Appendix "A".
2. This is the Receiver's first report to the Court, the purpose of which is to:
 - (a) inform the Court of the Receiver's activities since the Appointment Order to date and to seek the Court's approval thereof;
 - (b) seek the Court's approval for the Receiver to dispose of third party assets for which no response has been received to the Receiver's inquiries;
 - (c) seek the Court's approval of the sale of certain machinery, equipment and related capital assets located at the Company's premises at 695 Arvin Avenue in Stoney

Creek (the “Premises”) to GoIndustry DoveBid Canada and the Branford Group (“Go-Dove”) and related relief providing for the vesting of the purchased assets in Go-Dove free and clear of all encumbrances;

(d) provide the Court with the Receiver’s Statement of Receipts and Disbursements for the period from February 11, 2011 to April 13, 2011 and seek the Court’s approval thereof; and

(e) seek the Court’s approval of the Receiver’s accounts for the period ending April 8, 2011 and the accounts of its legal counsel for the period ending April 8, 2011.

3. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars and exclude harmonized sales tax (“HST”) unless specifically mentioned as including HST. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Appointment Order.

BACKGROUND INFORMATION

4. The Company is a Canadian controlled, privately held corporation incorporated under the laws of the province of Ontario.
5. RDC manufactured zinc based die cast products for the automotive industry and other North American manufactures from industries including office furniture, plumbing, hardware, telecommunications, electrical and defence. RDC’s zinc die casting plant (the “Zinc Die Casting Plant”) is located at 695 Arvin Avenue, Stoney Creek, Ontario. The Premises, including the land and building, are owned by RDC.
6. On January 24, 2011 the Company terminated all of its employees, paid its employees all outstanding salary and vacation pay, and shut down operation of its Zinc Die Casting Plant.
7. Prior to the Appointment Order, on January 25, 2011, RDC made an assignment in bankruptcy for the general benefit of its creditors and PwC was appointed as trustee in bankruptcy (the “Trustee”) of the estate of the bankrupt by the Official Receiver, which

appointment was affirmed by the creditors at the meeting of creditors held on February 11, 2011.

RECEIVER'S ACTIVITIES SINCE ITS APPOINTMENT

8. The Receiver has established a website at www.pwc.com/car-regionaldiecasting to post periodic updates and materials with respect to the bankruptcy and receivership proceedings. The Receiver has also established an information hotline for creditors and investors at (416) 687-8114. The Receiver continues to monitor its website and hotline and respond to enquiries received on a timely basis.
9. Pursuant to the authority granted by paragraph 3 of the Appointment Order, the Receiver took possession and control of the Company on February 11, 2011 after receiving approval from the trustee in bankruptcy following the first meeting of inspectors on February 11, 2011.
10. Pursuant to paragraph 12 of the Appointment Order, immediately following its appointment, the Receiver established new bank accounts at RBC. All collections by the Receiver subsequent to its appointment have been deposited into the new bank accounts.
11. Pursuant to the authority granted by paragraph 3(d) of the Appointment Order, the Receiver engaged Aird & Berlis LLP ("Aird & Berlis"), as its independent legal counsel.
12. The Receiver completed its Notice and Statements of the Receiver pursuant to subsection 245(1) and 246(1) of the BIA.
13. Prior to the Receiver's appointment, RDC terminated all of its employees, paid its employees all outstanding salary and vacation pay, and shut down operation of its Zinc Die Casting Plant. According to RDC's books and records, the total outstanding severance and termination pay owing to the employees is \$1,738,805. To facilitate the orderly wind up of RDC's business, the Receiver continued the employment of 18 former employees of RDC on a temporary day to day basis to assist the Receiver with various receivership activities including but not limited to preparing financial information for accounts receivable and inventory reconciliations with RDC's customers, preparing T4s

and ROEs, identifying and assisting with the return of various tooling, moulds and dies (the "Tooling") owned by RDC's customers and completing work-in-process ("WIP") inventory. As at the date of this report, 2 former employees continued to be engaged by the Receiver.

14. Certain major automotive customers of RDC requested that the Trustee complete the Company's WIP inventory and run additional production in order to build up an inventory of parts before the transfer of its Tooling to a new supplier in order to avoid production line shutdowns at their respective plants, or those of their customers. The selling price of the inventory to be produced and completed was reviewed by the Trustee and price increases were enacted where necessary in order to ensure that all inventory sold by the Trustee was on a 'for-profit' basis with an acceptable profit margin after considering all-in completion costs. The Receiver continued these negotiations after its appointment and completed the production of the inventory per the customer's requirements.
15. With assistance from RDC's former staff and upon verification of ownership, the Trustee and the Receiver permitted RDC's customers to recover their Tooling, which were released to them on an as is, where is basis, upon execution of receipts.
16. While facilitating the release of customer tooling, in order to enhance the collection of accounts receivable and realization of inventory (inclusive of materials, work-in-progress, and finished goods), the Trustee and the Receiver negotiated with RDC's customer to:
 - (i) ensure collection of all outstanding accounts receivable owed by each customer before releasing the customers' Tooling; and
 - (ii) enter into various agreements with RDC's customers for the sale of remaining inventory.
17. The Receiver has completed its efforts to realize on RDC's accounts receivable and inventory from all of RDC's customers. The chart below provides a synopsis of the book value of accounts receivable and inventory as at January 25, 2011 and the amounts

realized by the Trustee and the Receiver as at April 6, 2011. All unsold finished goods inventory on site has been re-melted and sold as Zamac #3 alloy or sorted based on its input materials and will be sold as scrap.

Asset Realizations
As at April 13, 2011

Description:	Book Value Jan 25, 2011	Receipts by Trustee	Receipts by Receiver	Total Receipts	Percent Collected	Note:
Accounts Receivable	908,389	861,667	36,620	898,287	99%	
Inventory	750,000	617,843	295,318	913,161	122%	1
Total	1,658,389	1,479,510	331,938	1,811,448		

Note 1: The book value of inventory at January 25, 2011 was estimated by RDC for the statement of affairs. The Trustee and Receiver have realized on WIP, finished goods, and obsolete inventory and have collected more than was previously estimated as the value of the inventory.

18. Shortly after its appointment, the Receiver made efforts to contact all third parties that the Receiver believed had tooling located on the Company's Premises based on its review of the Company's books and records. Formal notices were sent by the Receiver to all third parties who did not respond to verbal requests or emails to pick up the Tooling on site. The notices advised the third parties to contact the Receiver within 5 business days to make arrangements to remove the Tooling failing which the Receiver would dispose of the Tooling with no further recourse to the third party. Three third parties informed the Receiver that they had no use of the Tooling and gave the Receiver permission to dispose of their respective Tooling. No response was received from 11 third parties. As a result, it is the intention of the Receiver, with the permission of this Court, to dispose of the Tooling without further regard to the rights of the third parties. Copies of the formal notices and a schedule of the Tooling to be disposed of are attached, as Appendix B.
19. The Company received demands for repossession of goods pursuant to Section 81.1 of the BIA from Xstrata Canada Corporation ("Xstrata") on January 27, 2011 and from Rochester Aluminum Smelting Canada Limited ("Rochester") on February 1, 2011. The Receiver returned \$179,377 in goods to Xstrata that met the criteria set out in Section 81.1 of the BIA. Additionally, the Receiver returned \$27,841 in goods to Rochester that met the criteria set out in Section 81.1 of the BIA.

SALE OF CERTAIN MACHINERY AND EQUIPMENT TO GO-DOVE

20. Following its appointment, the Trustee engaged Hilco Asset Sales Canada ("Hilco") to conduct an appraisal (the "Appraisal") of RDC's fixed assets, machinery and equipment (the "Equipment") located at the Premises. The Appraisal is included as Appendix "C" to this Report, which is not attached but will be provided to the Court separately and will be the subject of a request for a Sealing Order given the confidential information concerning asset values which it contains.
21. Paragraphs 3(k), 3(l), 3(l)(i) and 3(l)(ii) of the Appointment Order provide that the Receiver is empowered and authorized to market the assets of the Company and to sell the assets of the Company, without Court approval for transactions not exceeding \$100,000 up to an aggregate for all such transactions of \$200,000, and otherwise with approval of the Court.
22. The Receiver sent a fixed asset listing to seven liquidators to solicit proposals for the sale of RDC's Equipment.
23. Six liquidators toured the Company's Premises and, thereafter, the Receiver obtained five different liquidation and/or purchase proposals including two cash offers and two net minimum guarantee offers. These proposals are summarized in Appendix "D" to this Report, which is not attached but will be provided to the Court separately and will be the subject of a request for a Sealing Order given the confidential information concerning asset values and offers which it contains.
24. Following its review of the liquidation offers received and clarification discussions with certain liquidators, the Receiver determined that the cash offer made by Go-Dove was the preferred offer, particularly considering the current uncertain economic environment. The zinc die casting manufacturing sector in North America has been heavily impacted by outsourcing of production to countries with lower labour costs and the automotive industry reducing demand for zinc based products which has resulted in decreased volumes, overcapacity in existing plants, an increase in the number of failed suppliers

and an excess supply of used machinery in the market. Additionally, the cash offer made by Go-Dove exceeds the orderly liquidation value of the Hilco Appraisal.

25. The Receiver has negotiated an agreement of purchase and sale with Go-Dove based on an updated proposal received dated March 22, 2011. The terms and conditions of the sale exclude two industrial cranes from the sale of the Equipment. The two industrial cranes will not be sold as part of the auction as the cranes will likely increase the value and saleability of the land and building by more than the expected proceeds from the cranes at auction.
26. The complete Go-Dove proposal is attached hereto as Appendix "E". The attached version of the Go-Dove proposal has been redacted to remove references with respect to confidential information, including information as to value. An unredacted copy of the Go-Dove proposal will be provided to the Court and will be the subject of a request for a Sealing Order.
27. The Receiver is of the opinion that the Go-Dove proposal is fair and reasonable, that it represents the highest and best realization available in respect of the assets within the risk tolerance of RBC and that completion of the transaction contemplated by the Go-Dove proposal will maximize recovery for RBC.
28. The Receiver respectfully requests that the Court approve the sale transaction contemplated by the Go-Dove proposal and grant the approval and vesting order contemplated therein.

RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

29. As at April 13, 2011, the Receiver has realized cash receipts of CDN \$314,743.90 and USD \$327,121.87, and incurred disbursements of CDN \$162,781.27 and USD \$165. As a result, the balance of funds held by the Receiver as at April 13, 2011 is CDN \$151,962.63 and USD \$326,956.87. The Receiver's statements of receipts and disbursements, as at April 13, 2011, are attached hereto as Appendices "F" and "G" for its Canadian and US bank accounts respectively (the "Receiver's R&Ds").

REQUEST FOR FEES APPROVAL

30. The Receiver and its counsel have maintained detailed records of their professional time and costs since the Receiver's appointment.
31. Pursuant to paragraphs 17, 18 & 19 of the Appointment Order, any expenditure or liability properly made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person and the Receiver was authorized to pay its accounts on a periodic basis out of the monies in its hand subject to any final assessment or taxation as may be ordered by the Court.
32. The total fees of the Receiver during the period ending April 8, 2011 (the "Period") amount to \$82,929.00, together with expenses and disbursements in the amount of \$8,022.55 (both excluding HST). The time spent by Receiver personnel during the Period is more particularly described in the Affidavit of Tracey Weaver of PwC (the "Weaver Affidavit"), sworn in support hereof and filed separately. Exhibit "B" to the Weaver Affidavit is a summary of the personnel, hours, and hourly rates charged by the Receiver in respect of the within proceedings for the Period.
33. The total fees incurred by the Receiver for services provided by Aird & Berlis LLP during the period ending April 8, 2011 (the "Aird & Berlis Fee Approval Period") amount to \$9,355.50 together with expenses and disbursements in the amount of \$95.20 (both excluding HST). The time spent by Aird & Berlis personnel during the Aird & Berlis Fee Approval Period is more particularly described in the Affidavit of Christine Doyle of Aird & Berlis LLP (the "Doyle Affidavit"), filed separately.
34. The Receiver respectfully submits that the Receiver's fees and disbursements and those of its legal counsel are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Appointment Order. Accordingly, the Receiver now seeks the approval of the Receiver's fees and disbursements and those of Aird & Berlis LLP for the Period and the Aird & Berlis Fee Approval Period.

The Receiver respectfully submits to the Court this, its First Report.

Dated this 13th day of April, 2011

PRICEWATERHOUSECOOPERS INC.

in its capacity as Court appointed Receiver of
Regional Die Casting Limited

A handwritten signature in black ink, appearing to be 'SC', with a long horizontal stroke extending to the right.

Per: Sean Casey

Title: Senior Vice President

Tab A

Attached is Exhibit “A”

as referred to in the

**FIRST REPORT
OF PRICEWATERHOUSECOOPERS INC.**

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.) WEDNESDAY, THE 9TH DAY
JUSTICE MATHESON)
) OF FEBRUARY, 2011

ROYAL BANK OF CANADA

Applicant

- and -

REGIONAL DIE CASTING LIMITED

Respondent

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 as amended, section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended, and Rule 14.05(3)(g) and (h) of the *Rules of Civil Procedure*

ORDER

THIS APPLICATION made by the Royal Bank of Canada for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing PricewaterhouseCoopers Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Regional Die Casting Limited (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 102 East Main Street, Welland, Ontario, L3B 3W6.

ON READING the affidavit of Robert Fick sworn January 24, 2011 and the Exhibits thereto and on hearing the submissions of counsel for the applicant and on reading the consent of PricewaterhouseCoopers Inc. to act as the Receiver and the consent of the Debtor;

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, PricewaterhouseCoopers Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating

such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$200,00.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use

of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all

material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as

security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

GENERAL

24. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

25. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

26. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

27. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

28. THIS COURT ORDERS that the Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

29. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Mark S. J.

Entered at Welland
Inscrit a Welland
in Book No. 11
dans le Livre n. 11
as Document No. 282
comme Document n. 11
on Feb 11 2011
le 11 2011
by no
par _____

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that, PricewaterhouseCoopers Inc. (the "Receiver") of the assets, undertakings and properties of Regional Die Casting Limited ("Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

PricewaterhouseCoopers Inc. solely in its
capacity as Receiver of the Property, and not in
its personal capacity

Per: _____

Name:

Title:

Tab B

Attached is Exhibit “B”

as referred to in the

**FIRST REPORT
OF PRICEWATERHOUSECOOPERS INC.**

Customers with Tooling to be Disposed:

Act Manufacturing Inc.

Bing Assembly Systems

Cole Hersee

Findlay

Klipsch (Formerly Audio Products International)

L3 Communications

Melnor

SRG Global / Siegel and Roberts

Stanley Hardware

Thomas and Betts

Von Weise Company of Canada

Whirlpool

Window Motion

PricewaterhouseCoopers Inc.
77 King Street West
Suite 3000, Box 82
Royal Trust Tower, TD Centre
Toronto, Ontario
Canada M5X 1G8
Telephone +1 416 863-1133
Direct Tel. (416) 814-5735
Direct Fax (416) 814-3219

April 1, 2011

ACT Manufacturing
1801 Fulton Drive
Corinth, MS
38834

Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

**Notice of Third Party Assets located at RDC's premises
Address: 695 Arvin Avenue, Stoney Creek, Ontario**

On February 11, 2011, an Order was granted by the Ontario Superior Court of Justice (the "Court"), by the Honourable Justice Matheson pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA") and section 101 of the Courts of Justice Act, R.S.O. 1990, c.C-43, that appointed PricewaterhouseCoopers Inc. as receiver (the "Receiver") of all of the assets, undertakings and properties (the "Property") of Regional Die Casting Limited. A copy of the Appointment Order can be found on the Receiver's website at www.pwc.com/car-regionaldiecasting.

In our previous correspondence we notified you that the Receiver was advised by RDC's former employees, that the following tooling, parts and/or dies (the "Tooling"), located at the premises, may belong to you:

CUSTOMER NAME	PART DESCRIPTION	PART NUMBER	DIE LOCATION	TYPE OF DIE
ACT MFG		400-1151-00	U-133-134	PROD & TRIM

To date, we have not received a response to our previous correspondence inquiring about your direction with respect to the Tooling. We have taken a lack of response to mean that you wish to relinquish your potential right, title or interest in this Tooling. The Tooling will be disposed of with no further recourse to you or the Receiver unless you contact the Receiver within 5 business days of the date of this letter.



Should you require any further information related to the Tooling, please do not hesitate to contact the writer at (416) 941-8383 x13501 (office), (647) 637-7549 (cell), or by email at jamie.m.cartwright@ca.pwc.com

Yours very truly,
PricewaterhouseCoopers Inc.
in its capacity as Receiver of
Regional Die Casting Limited
and not in its personal capacity

Jamie Cartwright
Senior Associate

PricewaterhouseCoopers Inc.
77 King Street West
Suite 3000, Box 82
Royal Trust Tower, TD Centre
Toronto, Ontario
Canada M5X 1G8
Telephone +1 416 863-1133
Direct Tel. (416) 814-5735
Direct Fax (416) 814-3219

Feb 25, 2011

Bing Assembly Systems
917 Liechty Road
Berne, IN
46711

Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

**Notice of Third Party Assets located at RDC's premises
Address: 695 Arvin Avenue, Stoney Creek, Ontario**

On February 11, 2011, an Order was granted by the Ontario Superior Court of Justice (the "Court"), by the Honourable Justice Matheson pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA") and section 101 of the Courts of Justice Act, R.S.O. 1990, c.C-43, that appointed PricewaterhouseCoopers Inc. as receiver (the "Receiver") of all of the assets, undertakings and properties (the "Property") of Regional Die Casting Limited. A copy of the Appointment Order can be found on the Receiver's website at www.pwc.com/car-regionaldiecasting.

In our previous correspondence we notified you that the Receiver was advised by RDC's former employees, that the following tooling, parts and/or dies (the "Tooling"), located at the premises, may belong to you:

BING	GMT 820 BRACKET	73626/7	U- 147-148	PROD
BING	GMT 820 BRACKET	73626/7	U- 149-150	TRIM
BING	GMT 900 BRACKET	82015/16	S - 19 - 21	PROD
BING	GMT 900 BRACKET	82015/6	U - 19 - 20	TRIM
BING	LIMBDA	80100/80101	S-25-26	PROD
BING	LIMBDA	80100/80101	U-139-142	TRIM



To date, we have not received a response to our previous correspondence inquiring about your direction with respect to the Tooling. We have taken a lack of response to mean that you wish to relinquish your potential right, title or interest in this Tooling. The Tooling will be disposed of with no further recourse to you or the Receiver unless you contact the Receiver within 5 business days of the date of this letter.

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Yours very truly,
PricewaterhouseCoopers Inc.
in its capacity as Receiver of
Regional Die Casting Limited
and not in its personal capacity

Jamie Cartwright
Senior Associate

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77 King Street West
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Royal Trust Tower, TD Centre
Toronto, Ontario
Canada M5X 1G8
Telephone +1 416 863-1133
Direct Tel. (416) 814-5735
Direct Fax (416) 814-3219

Feb 25, 2011

Cole Hersee
20 Old colony Ave.
South Boston, MA
02127-2467

Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

**Notice of Third Party Assets located at RDC's premises
Address: 695 Arvin Avenue, Stoney Creek, Ontario**

On February 11, 2011, an Order was granted by the Ontario Superior Court of Justice (the "Court"), by the Honourable Justice Matheson pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA") and section 101 of the Courts of Justice Act, R.S.O. 1990, c.C-43, that appointed PricewaterhouseCoopers Inc. as receiver (the "Receiver") of all of the assets, undertakings and properties (the "Property") of Regional Die Casting Limited. A copy of the Appointment Order can be found on the Receiver's website at www.pwc.com/car-regionaldiecasting.

In our previous correspondence we notified you that the Receiver was advised by RDC's former employees, that the following tooling, parts and/or dies (the "Tooling"), located at the premises, may belong to you:

CUSTOMER NAME	PART DESCRIPTION	PART NUMBER	DIE LOCATION	TYPE OF DIE
COLE HERSEE	HOUSING CUP	080605	E-16	PROD & TRIM
COLE HERSEE	FLANGE	098810	E-26	PROD & TRIM
COLE HERSEE	DOOR	097035	B-11	5X81/2 & TRIM
COLE HERSEE ONE EJ PLATE FOR	FLANGE	1257-1	C-8	8X10 & TRIM

COLE HERSEE ALL 3 DIES	FLANGE	1258-1	C-9	8X10
COLE HERSEE	FLANGE	1232-2	C-10	8X10
COLE HERSEE		88418-82979	U-125-126	PROD & 3 TRIM
COLE HERSEE		83347	T-128	PROD & TRIM
COLE HERSEE		80741	U-127	PROD & NO TRIM

To date, we have not received a response to our previous correspondence inquiring about your direction with respect to the Tooling. We have taken a lack of response to mean that you wish to relinquish your potential right, title or interest in this Tooling. The Tooling will be disposed of with no further recourse to you or the Receiver unless you contact the Receiver within 5 business days of the date of this letter.

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Yours very truly,
PricewaterhouseCoopers Inc.
in its capacity as Receiver of
Regional Die Casting Limited
and not in its personal capacity

Jamie Cartwright
Senior Associate

PricewaterhouseCoopers Inc.
77 King Street West
Suite 3000, Box 82
Royal Trust Tower, TD Centre
Toronto, Ontario
Canada M5X 1G8
Telephone +1 416 863-1133
Direct Tel. (416) 814-5735
Direct Fax (416) 814-3219

Feb 25, 2011

Findlay Ind.
4000 Fostoria rd.
Findlay, OH
45840

Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

**Notice of Third Party Assets located at RDC's premises
Address: 695 Arvin Avenue, Stoney Creek, Ontario**

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In our previous correspondence we notified you that the Receiver was advised by RDC's former employees, that the following tooling, parts and/or dies (the "Tooling"), located at the premises, may belong to you:

FINLAY	MIRROR BKT	13765/6	R-83-84	PROD
FINLAY	MIRROR BKT	13765/6	R-85-86	TRIM



To date, we have not received a response to our previous correspondence inquiring about your direction with respect to the Tooling. We have taken a lack of response to mean that you wish to relinquish your potential right, title or interest in this Tooling. The Tooling will be disposed of with no further recourse to you or the Receiver unless you contact the Receiver within 5 business days of the date of this letter.

Should you require any further information related to the Tooling, please do not hesitate to contact the writer at (416) 941-8383 x13501 (office), (647) 637-7549 (cell), or by email at jamie.m.cartwright@ca.pwc.com

Yours very truly,
PricewaterhouseCoopers Inc.
in its capacity as Receiver of
Regional Die Casting Limited
and not in its personal capacity

Jamie Cartwright
Senior Associate

Feb 23, 2011

Klipsch
(Formerly Audio Products International)
3502 Woodview Trace
Indianapolis, IN
46268
Attention: Joy Hinshaw / John Hook

Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

**Notice of Third Party Assets located at RDC's premises
Address: 695 Arvin Avenue, Stoney Creek, Ontario**

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In our previous correspondence we notified you that the Receiver was advised by RDC's former employees, that the following tooling, parts and/or dies (the "Tooling"), located at the premises, may belong to you:

CUSTOMER NAME	PART DESCRIPTION	PART NUMBER	DIE LOCATION	TYPE OF DIE
AUDIO	DISC	7FX-D9502/8002	E-2	5X8 ½ & TRIM
AUDIO	BACK PLATE	7TC1125201	B-27	5X1 ½ & TRIM
AUDIO	PROTO TYPE	7FX-D9502/E8002	B-7	5X8 NO TRIM

To date, we have not received a response to our previous correspondence inquiring about your direction with respect to the Tooling. We have taken a lack of response to mean that you wish to relinquish your potential right, title or interest in this Tooling. The Tooling will be disposed



of with no further recourse to you or the Receiver unless you contact the Receiver within 5 business days of the date of this letter.

Should you require any further information related to the Tooling, please do not hesitate to contact the writer at (416) 941-8383 x13501 (office), (647) 637-7549 (cell), or by email at jamie.m.cartwright@ca.pwc.com

Yours very truly,
PricewaterhouseCoopers Inc.
in its capacity as Receiver of
Regional Die Casting Limited
and not in its personal capacity

Jamie Cartwright
Senior Associate

Feb 25, 2011

L3 Communications
101 N Queen St.
PO Box 4648
Lancaster, PA
17604-4648

PricewaterhouseCoopers Inc.
77 King Street West
Suite 3000, Box 82
Royal Trust Tower, TD Centre
Toronto, Ontario
Canada M5X 1G8
Telephone +1 416 863-1133
Direct Tel. (416) 814-5735
Direct Fax (416) 814-3219

Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

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In our previous correspondence we notified you that the Receiver was advised by RDC's former employees, that the following tooling, parts and/or dies (the "Tooling"), located at the premises, may belong to you:

L3 COMMUNICATION	OGIVE CASTING	585029	R-89-90	PROD & TRIM
L3 COMMUNICATION	HOUSING FUSE	517019	U-117	PROD
L3 COMMUNICATION	HOUSING FUSE	517019	T-117-118	TRIM

To date, we have not received a response to our previous correspondence inquiring about your direction with respect to the Tooling. We have taken a lack of response to mean that you wish to relinquish your potential right, title or interest in this Tooling. The Tooling will be disposed of with no further recourse to you or the Receiver unless you contact the Receiver within 5 business days of the date of this letter.



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Yours very truly,

**PricewaterhouseCoopers Inc.
in its capacity as Receiver of
Regional Die Casting Limited
and not in its personal capacity**

Jamie Cartwright
Senior Associate

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Suite 3000, Box 82
Royal Trust Tower, TD Centre
Toronto, Ontario
Canada M5X 1G8
Telephone +1 416 863-1133
Direct Tel. (416) 814-5735
Direct Fax (416) 814-3219

Feb 25, 2011

Melnor
3085 Shawnee Dr.
Winchester, VA
22601

Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

**Notice of Third Party Assets located at RDC's premises
Address: 695 Arvin Avenue, Stoney Creek, Ontario**

On February 11, 2011, an Order was granted by the Ontario Superior Court of Justice (the "Court"), by the Honourable Justice Matheson pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA") and section 101 of the Courts of Justice Act, R.S.O. 1990, c.C-43, that appointed PricewaterhouseCoopers Inc. as receiver (the "Receiver") of all of the assets, undertakings and properties (the "Property") of Regional Die Casting Limited. A copy of the Appointment Order can be found on the Receiver's website at www.pwc.com/car-regionaldiecasting.

In our previous correspondence we notified you that the Receiver was advised by RDC's former employees, that the following tooling, parts and/or dies (the "Tooling"), located at the premises, may belong to you:

MELNOR	SPRINKLER	08180-0060001	U-78	PROD ONLY
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To date, we have not received a response to our previous correspondence inquiring about your direction with respect to the Tooling. We have taken a lack of response to mean that you wish to relinquish your potential right, title or interest in this Tooling. The Tooling will be disposed of with no further recourse to you or the Receiver unless you contact the Receiver within 5 business days of the date of this letter.



Should you require any further information related to the Tooling, please do not hesitate to contact the writer at (416) 941-8383 x13501 (office), (647) 637-7549 (cell), or by email at jamie.m.cartwright@ca.pwc.com

Yours very truly,
PricewaterhouseCoopers Inc.
in its capacity as Receiver of
Regional Die Casting Limited
and not in its personal capacity

Jamie Cartwright
Senior Associate

PricewaterhouseCoopers Inc.
77 King Street West
Suite 3000, Box 82
Royal Trust Tower, TD Centre
Toronto, Ontario
Canada M5X 1G8
Telephone +1 416 863-1133
Direct Tel. (416) 814-5735
Direct Fax (416) 814-3219

April 1, 2011

SRG Global
23751 Amber Ave.
Warren, MI
48089

Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

**Notice of Third Party Assets located at RDC's premises
Address: 695 Arvin Avenue, Stoney Creek, Ontario**

On February 11, 2011, an Order was granted by the Ontario Superior Court of Justice (the "Court"), by the Honourable Justice Matheson pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA") and section 101 of the Courts of Justice Act, R.S.O. 1990, c.C-43, that appointed PricewaterhouseCoopers Inc. as receiver (the "Receiver") of all of the assets, undertakings and properties (the "Property") of Regional Die Casting Limited. A copy of the Appointment Order can be found on the Receiver's website at www.pwc.com/car-regionaldiecasting.

In our previous correspondence we notified you that the Receiver was advised by RDC's former employees, that the following tooling, parts and/or dies (the "Tooling"), located at the premises, may belong to you:

CUSTOMER NAME	PART DESCRIPTION	PART NUMBER	DIE LOCATION	TYPE OF DIE
SIEGEL ROBERTS	BRACKET	6538/6584	R-121-122	PROD
SIEGEL ROBERTS	BRACKET	6538/6584	S-121-122	2 TRIMS
SIEGEL ROBERTS	APV SPARE PARTS IN TLRM BIN	6535/6555	R-133-134	PROD
SIEGEL ROBERTS	APV	6535/6555	S-133-134	TRIM
SIEGEL ROBERTS	APV	6535/6555	T-133-134	TRIM
SIEGEL ROBERTS	BWA	17743/17713	S-123-124	PROD

SIEGEL ROBERTS	BWA	17743/17713	T-123-124	2 TRIMS
SIEGEL ROBERTS		170722/23	R-123-124	PROD
SIEGEL ROBERTS		170722/23	U-123-124	TRIM
SIEGEL ROBERTS		E6DB-17683	S-125-126	PROD & TRIM
SIEGEL ROBERTS	AWA	E64B17743/13	S-127-128	PROD & TRIM
SIEGEL ROBERTS	CK	15714387/88	R-125-127	PROD
SIEGEL ROBERTS	CK	15714387/88	T-125-127	TRIM
SIEGEL ROBERTS	RH RANGE	5336	R-135-136	PROD
SIEGEL ROBERTS	RH RANGE	5336	S-135-136	TRIM
SIEGEL ROBERTS		6301/02	R-137-138	PROD
SIEGEL ROBERTS		6301/02	S-137-138	TRIM
SIEGEL ROBERTS	LH RANGE	5335	R-129-130	PROD
SIEGEL ROBERTS	LH RANGE	5335	S-129-130	TRIM
SIEGEL ROBERTS	CK	430	T-139-140	TRIM
SIEGEL ROBERTS	NO NUMBER ON THESE DIES		S-139-140	TRIM
SIEGEL ROBERTS	NO NUMBER ON THESE DIES		R-139-140	PROD
SIEGEL ROBERTS	APV BRACKET	6536/6556	T-121-122	PROD
SIEGEL ROBERTS	APV BRACKET	6536/6556	U-121-122	TRIM
SIEGEL ROBERTS	RH BRACKET	E6DB17682	S-131-132	PROD
SIEGEL ROBERTS	STAR SPRINKLER		U-122	PROD & TRIM

To date, we have not received a response to our previous correspondence inquiring about your direction with respect to the Tooling. We have taken a lack of response to mean that you wish to relinquish your potential right, title or interest in this Tooling. The Tooling will be disposed of with no further recourse to you or the Receiver unless you contact the Receiver within 5 business days of the date of this letter.



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Yours very truly,

**PricewaterhouseCoopers Inc.
in its capacity as Receiver of
Regional Die Casting Limited
and not in its personal capacity**

Jamie Cartwright
Senior Associate

PricewaterhouseCoopers Inc.
77 King Street West
Suite 3000, Box 82
Royal Trust Tower, TD Centre
Toronto, Ontario
Canada M5X 1G8
Telephone +1 416 863-1133
Direct Tel. (416) 814-5735
Direct Fax (416) 814-3219

Feb 25, 2011

Stanley Hardware
1100 Corporate Drive
Burlington, ON
L7L 5R2

Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

Notice of Third Party Assets located at RDC's premises

Address: 695 Arvin Avenue, Stoney Creek, Ontario

On February 11, 2011, an Order was granted by the Ontario Superior Court of Justice (the "Court"), by the Honourable Justice Matheson pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA") and section 101 of the Courts of Justice Act, R.S.O. 1990, c.C-43, that appointed PricewaterhouseCoopers Inc. as receiver (the "Receiver") of all of the assets, undertakings and properties (the "Property") of Regional Die Casting Limited. A copy of the Appointment Order can be found on the Receiver's website at www.pwc.com/car-regionaldiecasting.

In our previous correspondence we notified you that the Receiver was advised by RDC's former employees, that the following tooling, parts and/or dies (the "Tooling"), located at the premises, may belong to you:

STANLEY HARDWARE	PULL	4491C0102	E-10	6X9 & TRIM
STANLEY HARDWARE	PULL	8026C0102	B-4	5X8 & TRIM
STANLEY HARDWARE	SHELL & BACK PLATE	7455C0102/3	B-3	5X8 & TRIM
STANLEY HARDWARE	HOUSING LATCH	8674C0201/2	C-22	4X5 & TRIM
STANLEY HARDWARE	SLIDE BOLT	HB1251BM	C-24	5X8 & TRIM
STANLEY HARDWARE	BODY & KEEPER	6872C0102/3	C-25	4X5 & TRIM
STANLEY HARDWARE	BUMPER HOOK	4469C0402	C-27	4X5 & TRIM
STANLEY HARDWARE	HOUSING	8674C1902/3	C-23	5X8 & TRIM



To date, we have not received a response to our previous correspondence inquiring about your direction with respect to the Tooling. We have taken a lack of response to mean that you wish to relinquish your potential right, title or interest in this Tooling. The Tooling will be disposed of with no further recourse to you or the Receiver unless you contact the Receiver within 5 business days of the date of this letter.

Should you require any further information related to the Tooling, please do not hesitate to contact the writer at (416) 941-8383 x13501 (office), (647) 637-7549 (cell), or by email at jamie.m.cartwright@ca.pwc.com

Yours very truly,
PricewaterhouseCoopers Inc.
in its capacity as Receiver of
Regional Die Casting Limited
and not in its personal capacity

Jamie Cartwright
Senior Associate

PricewaterhouseCoopers Inc.
77 King Street West
Suite 3000, Box 82
Royal Trust Tower, TD Centre
Toronto, Ontario
Canada M5X 1G8
Telephone +1 416 863-1133
Direct Tel. (416) 814-5735
Direct Fax (416) 814-3219

Feb 25, 2011

Thomas and Betts
5601 E. Highland drive
Jonesboro, AR
72401

Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

**Notice of Third Party Assets located at RDC's premises
Address: 695 Arvin Avenue, Stoney Creek, Ontario**

On February 11, 2011, an Order was granted by the Ontario Superior Court of Justice (the "Court"), by the Honourable Justice Matheson pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA") and section 101 of the Courts of Justice Act, R.S.O. 1990, c.C-43, that appointed PricewaterhouseCoopers Inc. as receiver (the "Receiver") of all of the assets, undertakings and properties (the "Property") of Regional Die Casting Limited. A copy of the Appointment Order can be found on the Receiver's website at www.pwc.com/car-regionaldiecasting.

In our previous correspondence we notified you that the Receiver was advised by RDC's former employees, that the following tooling, parts and/or dies (the "Tooling"), located at the premises, may belong to you:

CUSTOMER NAME	PART DESCRIPTION	PART NUMBER	DIE LOCATION	TYPE OF DIE
THOMAS & BETTS	CONNECTORS	78R6202	D-25	PROD & NO TRIM
THOMAS & BETTS	CONNECTORS	78R6102	D-26	PROD & NO TRIM
THOMAS & BETTS	CONNECTORS	1701?	D-26	
THOMAS & BETTS	CONNECTORS	7066-R04	D-27	PROD & NO TRIM

THOMAS & BETTS	CONNECTORS	6603-01	D-22	PROD & NO TRIM
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To date, we have not received a response to our previous correspondence inquiring about your direction with respect to the Tooling. We have taken a lack of response to mean that you wish to relinquish your potential right, title or interest in this Tooling. The Tooling will be disposed of with no further recourse to you or the Receiver unless you contact the Receiver within 5 business days of the date of this letter.

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Royal Trust Tower, TD Centre
Toronto, Ontario
Canada M5X 1G8
Telephone +1 416 863-1133
Direct Tel. (416) 814-5735
Direct Fax (416) 814-3219

Feb 25, 2011

Von Weise of Canada Company
505 Conestoga Blvd.
Cambridge, ON
N1R 7P4
Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

Notice of Third Party Assets located at RDC's premises
Address: 695 Arvin Avenue, Stoney Creek, Ontario

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CUSTOMER NAME	PART DESCRIPTION	PART NUMBER	DIE LOCATION	TYPE OF DIE
VON WEISE	FAN STAND (NEW)	G8-0027-0001	E-11	12X15 & TRIM
VON WEISE	HOUSING	G5-0511-0001	T-43-44	PROD & TRIM
VON WEISE	END CASTING	G5-0717	U-118	12X15 (6 CAV)
VON WEISE	END CASTING	G5-0567	U-118	6 CAV & 2 CAV TRIM
VON WEISE	END CASTING BALL-SPHERE	G5-0567/568	D-16 2CAV	12X15 & TRIM



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Toronto, Ontario
Canada M5X 1G8
Telephone +1 416 863-1133
Direct Tel. (416) 814-5735
Direct Fax (416) 814-3219

Feb 23, 2011

Whirlpool corp.
2000 M-63 North, MD 8519
Benton Harbor, MI
49022 8519

Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

**Notice of Third Party Assets located at RDC's premises
Address: 695 Arvin Avenue, Stoney Creek, Ontario**

On February 11, 2011, an Order was granted by the Ontario Superior Court of Justice (the "Court"), by the Honourable Justice Matheson pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA") and section 101 of the Courts of Justice Act, R.S.O. 1990, c.C-43, that appointed PricewaterhouseCoopers Inc. as receiver (the "Receiver") of all of the assets, undertakings and properties (the "Property") of Regional Die Casting Limited. A copy of the Appointment Order can be found on the Receiver's website at www.pwc.com/car-regionaldiecasting.

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DIE LOCATION * EFFECTIVE: JUNE 10, 2010			QF.4.7.2 REV.	
CUSTOMER NAME	PART DESCRIPTION	PART NUMBER	DIE LOCATION	TYPE OF DIE
Whirlpool	Column	9703404		Prod./trim
Whirlpool	Bearing bracket	3180201 (cav.9-10)		Prod./trim
Whirlpool	Bearing bracket	3180201(cav.11-12)		Prod./trim



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in its capacity as Receiver of
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Jamie Cartwright
Senior Associate

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Toronto, Ontario
Canada M5X 1G8
Telephone +1 416 863-1133
Direct Tel. (416) 814-5735
Direct Fax (416) 814-3219

Feb 25, 2011

Windo Motion
PO Box 94 Harrywalker pkwy. North
New Market, ON
L3Y 4W3

Dear Sir or Madam

Subject: Regional Die Casting Limited ("RDC" or the "Company") - In Receivership

**Notice of Third Party Assets located at RDC's premises
Address: 695 Arvin Avenue, Stoney Creek, Ontario**

On February 11, 2011, an Order was granted by the Ontario Superior Court of Justice (the "Court"), by the Honourable Justice Matheson pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA") and section 101 of the Courts of Justice Act, R.S.O. 1990, c.C-43, that appointed PricewaterhouseCoopers Inc. as receiver (the "Receiver") of all of the assets, undertakings and properties (the "Property") of Regional Die Casting Limited. A copy of the Appointment Order can be found on the Receiver's website at www.pwc.com/car-regionaldiecasting.

In our previous correspondence we notified you that the Receiver was advised by RDC's former employees, that the following tooling, parts and/or dies (the "Tooling"), located at the premises, may belong to you:

WINDOW MOTION	SMALL LIFTER	18/19 OR 2/3	S-61-62	PROD
WINDOW MOTION	SMALL LIFTER	18/19 OR 2/3	S-63-64	TRIM
WINDOW MOTION	MEDIUM LIFTER	20/21 OR 4/5	S-65-66	PROD
WINDOW MOTION	MEDIUM LIFTER	20/21 OR 4/5	S-67-68	TRIM
WINDOW MOTION	LARGE LIFTER	40/41 OR 6/7	R-141-142	PROD
WINDOW MOTION	LARGE LIFTER	40/41 OR 6/7	S-141-142	TRIM



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Yours very truly,
PricewaterhouseCoopers Inc.
in its capacity as Receiver of
Regional Die Casting Limited
and not in its personal capacity

Jamie Cartwright
Senior Associate

Tab C

SUBJECT TO A SEALING ORDER

Attached is Exhibit "C"

as referred to in the

**FIRST REPORT
OF PRICEWATERHOUSECOOPERS INC.**

Tab D

SUBJECT TO A SEALING ORDER

Attached is Exhibit "D"

as referred to in the

**FIRST REPORT
OF PRICEWATERHOUSECOOPERS INC.**

Tab E

SUBJECT TO A SEALING ORDER

Attached is Exhibit "E"

REDACTED

as referred to in the

**FIRST REPORT
OF PRICEWATERHOUSECOOPERS INC.**



600 Campbell Street
Cornwall, Ontario
K6H 6C9
Canada
Phone: 613-930-2205
Fax: 613-930-2209

paul.shoniker@go-dove.com
www.go-dove.com

Via Email: jamie.m.cartwright@ca.pwc.com

March 22, 2011

Mr. Jamie M. Cartwright
PricewaterhouseCoopers Inc.
Royal Trust Tower, Td Center
Suite 3000
Toronto, Ontario M5K 1G8

Re: **Regional Die Casting Ltd.**
695 Arvin Avenue
Stoney Creek, Ontario

Dear Mr. Cartwright:

GoIndustry Canada Ltd., in partnership with The Branford Group (The Team), is pleased to present the following amended offer for your consideration. For all assets located at the Regional Die Casting Ltd. facility as per the asset list provided on March 17, 2011 and our inspection of February 8, 2011:

Cash Purchase:

Our purchase offer is [REDACTED]

The above offer is subject to the previously agreed upon terms and conditions, a final inspection, and shall remain valid until March 25, 2011 at 12 noon EST.

We thank you for the opportunity to submit this offer and should further information be required, please contact the undersigned at [REDACTED] or via mobile [REDACTED].

Sincerely,

J. Paul Shoniker
Director Principal Business

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT ("Agreement") made as of the 12th day of April, 2011

BETWEEN:

PricewaterhouseCoopers Inc. solely in its capacity as receiver and manager of the undertaking, assets and property of Regional Die Casting Limited, and not in its personal capacity (the "**Vendor**")

- and -

GoIndustry DoveBid Canada Ltd. and The Branford Group.
(collectively, the "**Purchaser**").

WHEREAS:

- A. the Vendor was appointed as receiver and manager of the undertaking, property and Personal Property of Regional Die Casting Limited (the "**Debtor**") by order of the (Ontario) Superior Court of Justice dated February 11, 2011;
- B. it is a provision of the order that the Vendor has the power to sell all or any part of the property and Personal Property of the Debtor, subject to the approval of the Court in respect of any transaction in which the purchase price exceeds \$100,000;
- C. the Vendor wishes to sell to the Purchaser and the Purchaser wishes to purchase from the Vendor certain property of the Debtor more particularly described in Schedule A;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises, the mutual covenants and agreements herein contained, the sum of \$1.00 of lawful money of Canada and other good and valuable consideration paid by each party hereto to the other party hereto for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions. In this Agreement:

- (a) "**Approval Order**" means an order of the Court in form and substance and on terms attached as Schedule B hereto;
- (b) "**Closing Date**" means the day of the grant of the Approval Order, or such other date as may be agreed on by the parties;
- (c) "**Court**" means the (Ontario) Superior Court of Justice;
- (d) "**Debtor**" means Regional Die Casting Limited;

- (e) **"Personal Property"** means the Personal Property described in Schedule A attached hereto;
- (f) **"Premises"** means the premises on which the Personal Property is situate as at the date hereof, being 695 Arvin Avenue, Stoney Creek, Ontario;
- (g) **"Purchase Price"** means the amount referred to in section 2.02 subject to adjustment in section 2.08;
- (h) **"Time of Closing"** means two hours following the time of the granting of the Approval Order;
- (i) **"Transaction"** means the transaction of purchase and sale herein contemplated and provided for; and

1.02 **Schedules.** The following schedules are attached to and incorporated in this Agreement by reference:

Schedule "A" - Description of Personal Property;

Schedule "B" – Copy of Approval Order

1.03 **Canadian Dollars.** All dollar amounts referred to in this Agreement are in lawful money of Canada unless otherwise specifically provided.

1.04 **Number and Gender.** Words importing the singular number include the plural and vice versa and words importing gender include all genders. The word "person" includes an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative. The word "person" as used herein has the meaning ascribed to it in the (Ontario) *Business Corporations Act*.

1.05 **Governing Law.** This agreement will be deemed to be a contract made under the laws of the Province of Ontario and for all purposes, including matters of construction, validity and performance, will be governed by the laws of such province and the laws of Canada applicable therein.

ARTICLE 2 - PURCHASE AND SALE OF PERSONAL PROPERTY

2.01 **Purchase and Sale.** Subject to the terms and conditions hereof, the Vendor will sell to the Purchaser and the Purchaser will purchase from the Vendor, on the Closing Date, all of the Debtor's and the Vendor's right, title and interest in and to the Personal Property.

2.02 **Purchase Price.** The Purchase Price for the Personal Property will be [REDACTED] subject to adjustment as set out in section 2.08 hereof.

2.03 **Payment of the Purchase Price.** The Purchaser will pay the Purchase Price as follows:

- (a) upon the execution of this Agreement, an amount equal to [REDACTED], in cash or by certified cheque, shall be delivered by the Purchaser to the Vendor to be held by the Vendor in trust as an initial deposit to be dealt with in accordance with the provisions set out below; and
- (b) by no later than April 12, 2011, the remaining balance of the Purchase Price, in an amount equal to [REDACTED], shall be delivered by the Purchaser to the Vendor to be held by the Vendor in trust as a supplemental deposit to be dealt with in accordance with the provisions set out below.

If the Transaction is completed on the Closing Date, the initial and supplemental deposits plus all interest earned thereon will be released from trust and applied toward satisfaction of the Purchase Price. If the Transaction is terminated prior to the issuance of the Approval Order pursuant to the terms of Article 4 hereof, the initial and supplemental deposits plus all interest earned thereon will be released from trust and delivered by the Vendor to the Purchaser.

2.04 Taxes and Fees.

- (a) Save as hereinafter set out, the Purchaser will pay on or before the Closing Date, in addition to the Purchase Price, all applicable federal, provincial and other taxes exigible in connection with the purchase and sale of the Personal Property, including, without limitation, Ontario retail sales tax and goods and services tax imposed under Part IX of the *Excise Tax Act* (Canada) (the "**HST Legislation**"), and any applicable registration fees and licence fees. Alternatively, where applicable in the sole and reasonable opinion of the Vendor, the Purchaser will have the option to furnish the Vendor with appropriate exemption certificates, elections or other documentation. The Purchaser will file such election within the prescribed time as provided for in applicable legislation.
- (b) The Purchaser will indemnify and save harmless the Vendor from and against all claims and demands for payment of applicable taxes including any liability, costs, expenses or damages incurred or suffered by the Vendor as a result of any failure of the Purchaser either to pay any taxes exigible in accordance with this section, whether arising from reassessment or otherwise, or to file the appropriate exemption certificates, elections or other documentation.

2.05 Assumption of Liabilities. The Purchaser will not assume any debts or liabilities of the Debtor.

2.06 Insurance. No insurance will be transferred by the Vendor to the Purchaser on completion of the Transaction herein provided for. The Purchaser will maintain adequate insurance coverage in the event that damages to the Premises incurred during the removal of the Personal Property and provide proof of such coverage on execution of this Agreement.

2.07 Removal of Purchased Personal Property. The Purchaser acknowledges that it is solely responsible for making arrangements for the removal of the Personal Property and

that the Vendor is in no way responsible for facilitating any removal in this regard. The Vendor acknowledges and agrees that the Purchaser will have 120 days from the Closing Date ("Removal Period") to enter and use the Premises and the corresponding serviced facilities, on an unrestricted basis, for the purposes of - - (i) storing the Personal Property thereupon, (ii) preparing for and conducting one or more public auctions and/or private sales of the Personal Property thereupon, (iii) otherwise exhibiting the Personal Property, and (iv) overseeing the removal of the Personal Property from the Premises. The Vendor shall not charge the Purchaser any rent, storage fees, utilities, or any other fees associated with the Purchaser's use of the Premises in accordance with the terms of this Section. The Vendor shall, at its sole expense, provide adequate utilities to the Premises to allow the Purchaser to demonstrate and exhibit the Personal Property to prospective purchasers thereof and to conduct the resale and the removal of the Personal Property from the Premises during the Removal Period. The Purchaser will supervise the draining and safe and secure storage in appropriate containers which the Purchaser shall leave at the Premises of any oils and hydraulic fluids from the Personal Property that may be required during the Removal Period. The Purchaser will repair any damage that it causes or that any other parties cause to the Premises in connection with such removal of the Personal Property or failure to adequately supervise the draining and storing of such oils and hydraulic fluids as aforesaid during the Removal Period. The Purchaser shall leave the Premises in a "neat and tidy" state (as opposed to a "broom clean" condition) at the end of the Removal Period. The parties agree that: (A) "neat and tidy" means that the Premises shall be left in approximately the same physical condition as shall be the case immediately prior to the Purchaser's entry thereupon to commence its preparation for the resale of the Personal Property; (B) while the Purchaser shall not be responsible for any garbage or trash removal, the Purchaser shall place into any dumpsters or similar roll off containers any refuse that may be collected by the Purchaser during the Removal Period; and (C) the Purchaser is not responsible for removing any files or other items that may be located at the Premises but are not included within the definition of the Personal Property. The Purchaser will indemnify and save harmless the Vendor from and against all claims, demands, losses, costs, liabilities and expenses that may be made or brought against the Vendor or that the Vendor may suffer or incur as a result of the failure of the Purchaser to perform its obligations under this section 2.07. Notwithstanding any of the terms of this Agreement to the contrary:

- (a) **IF** - - (i) at any time prior to the expiration of the Removal Period, the Purchaser notifies the Vendor that certain Personal Property contains Hazardous Materials (collectively, "Contaminated Assets"), and (ii) the Purchaser does not sell the Contaminated Assets to a third party purchaser prior to the expiration of the Removal Period - - **THEN** the Contaminated Assets shall be assigned back to the Vendor without cost or reduction in Purchase Price;
- (b) the Purchaser has no obligation to remove any Contaminated Assets or any Hazardous Materials that may be located at the Premises or otherwise associated with the Personal Property;
- (c) **IF** a legal proceeding arises from, or if a third party otherwise commences any legal action against the Vendor in connection with - - (i) the release of any

Hazardous Materials at or from the Premises, or (ii) any of the Contaminated Assets - - **THEN** the Vendor covenants and agrees that it shall not pursue, directly or indirectly, any claim or other cause of action, of any nature, against the Purchaser as a result thereof or otherwise in connection therewith simply because the Purchaser may have been in the chain of title of the Contaminated Assets prior to the above-described assignment back to the Vendor; and

- (d) except as provided for in this agreement, the Vendor acknowledges and agrees that the Purchaser has no capacity to influence any decisions whatsoever in connection with the purchasing, selling, making, storing, handling, treating, disposing, generating, transporting or removing of any Hazardous Materials that may be located at the Premises or otherwise associated with the Personal Property.

As used throughout this Agreement, the term "Hazardous Materials" means, collectively - - (i) any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that causes or may cause an adverse effect, as defined in the *Environmental Protection Act*, R.S.O. 1990, c. E.19 as a "contaminant", (ii) any biological or chemical agent named or described in the regulations under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 as a "hazardous material", or (iii) any other federal, provincial, or local laws, statutes, or regulations of a government or political subdivision or agency thereof, as presenting an imminent and substantial danger to the public health or welfare or to the environment, or as otherwise requiring special handling, collection, storage, treatment, disposal, or transportation.

- 2.08 **Adjustment of Purchase Price.** Notwithstanding anything in this Agreement, the Vendor shall have an option to notify the Purchaser in writing of the Vendor's election to remove the two Second overhead cranes and related chain falls identified as inventory number two and three under the Cranes and Hoists section of Schedule A from the Personal Property; provided, however, that such written notice is delivered by the Vendor to the Purchaser by no later than the earlier to occur of the date upon which the Approval Order is issued or the fourteenth (14th) day following the effective date of this Agreement noted at the top of page 1 hereof. In the event that the Vendor exercises this option in a timely manner: (a) the Purchase Price shall be reduced in the sum of [REDACTED] plus any taxes which would have been exigible on these two assets; and (b) the Vendor must immediately deliver to the Purchaser a portion of the deposits previously paid by the Purchaser in an amount equal to [REDACTED] plus (if applicable) any taxes exigible on these two assets which may have been paid by the Purchaser.
- 2.09 **Competing Offer.** Following the execution and delivery of this Agreement by the parties hereto and until such time as the Approval Order is issued or the Court issues a non-appealable order precluding the Transaction pursuant to the terms of this Agreement, the Vendor: (a) is obligated to support any and all motions by or on behalf of the Purchaser unless such motions are contrary to applicable law or otherwise are inconsistent with the terms of this Agreement; (b) is prohibited from entertaining or supporting in the Court any offer made by a third party to purchase the Personal Property

from the Vendor or which otherwise involves a sale of the Personal Property in violation of the terms of this Agreement (collectively, "Competing Offer") unless the Vendor is required by applicable law to entertain or support such Competing Offer; and (c) must refer each and every Competing Offer to the Purchaser immediately following the Vendor's receipt thereof unless such referral is prohibited by applicable law.

ARTICLE 3- REPRESENTATIONS AND WARRANTIES

3.01 Vendor's Representations and Warranties. The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on the accuracy of each of such representations and warranties in entering into and completing this Agreement:

- (a) the Vendor has been validly and effectively appointed as receiver and manager of the undertaking, property and Personal Property of the Debtor and has full right, power and authority to enter into this Agreement and to convey to the Purchaser the Debtor's and the Vendor's right, title and interest in and to the Personal Property in accordance with the provisions of this Agreement; and
- (b) the Vendor is not a "non-resident person" for the purposes of section 116 of the *Income Tax Act* (Canada).

3.02 Truth on Closing. The representations and warranties contained in section 3.01 hereof will be true on and as of the Closing Date with the same effect as if made on and as of such date.

3.03 Purchaser's Representations and Warranties. The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on the accuracy of each of such representations and warranties in entering into and completing this Agreement:

- (a) the Purchaser is a corporation duly incorporated and validly subsisting under the laws of Ontario with full corporate power and authority to enter into this Agreement and to perform its obligations hereunder;
- (b) the Purchaser has taken all necessary corporate action to authorize the entering into of this Agreement and the performance of its obligations hereunder, and this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable in accordance with its terms; and
- (c) the Purchaser is a "Canadian" for the purposes of the *Investment Canada Act*.

3.04 Truth on Closing. The representations and warranties contained in section 3.03 hereof will be true on and as of the Closing Date with the same effect as if made on and as of such date.

3.05 Survival. The representations and warranties set out in this Article 3 will not survive the completion of the Transaction

3.06 **"As Is, Where Is".** The Purchaser acknowledges and confirms that:

- (a) it has entered into this Agreement on the basis that it has conducted its own inspection and investigation of the Personal Property,
- (b) it is purchasing the Personal Property on an "as is, where is" basis and subject to section 3.07, as it will exist at the Time of Closing without any adjustment for any change in the condition or value of the Personal Property,
- (c) except as set forth herein, the Vendor has not made or given and does not make or give any representation or warranty, express or implied, oral or written, statutory, equitable, conventional, collateral or otherwise, as to the existence of or title to the Personal Property, the existence of liens, encumbrances or security interests in, on or against the Personal Property, or the description, fitness for purpose, merchantability, use, quantity, condition or quality of the Personal Property, or as to any other matter or thing whatsoever, and
- (d) with regard to leases, conditional sale contracts and other agreements and contracts (to which the Debtor is a party) included in the Personal Property, the Vendor makes no representations or warranty as to their assignability by the Vendor or their enforceability by the Purchaser.

3.07 **Risk of Loss.**

- (a) Until the Time of Closing, the Personal Property will be and remain at the risk of the Vendor.
- (b) If, before the Time of Closing, the Personal Property is substantially damaged or destroyed by fire or other casualty, then, at its option, the Purchaser may decline to complete the Transaction. Such option will be exercised in writing and received by the Vendor within three business days after notification to the Purchaser by the Vendor of the occurrence of the loss or damage, in which event this Agreement will be terminated and the Purchaser will be entitled only to a return of the deposit with accrued interest, if any, but without any other compensation. If the Purchaser does not exercise such option, it will complete the Transaction and will be entitled to an assignment of the proceeds of insurance, if any, up to the amount of the Purchase Price referable to such loss or damage. Any surplus insurance proceeds in excess of the Purchase Price shall remain the property of the Vendor. In such event, the date for completion will be the later of the Closing Date and the date that is ten business days after notification to the Purchaser by the Vendor of the occurrence of the loss or damage as aforesaid.
- (c) Where any damage is not substantial, the Purchaser will complete the Transaction and will be entitled to an assignment of the proceeds of insurance, if any, referable to such damage up to the amount of the Purchase Price.
- (d) If any dispute arises under this section as to whether damage or destruction is substantial, such dispute will be determined by an arbitrator acceptable to both of

the parties. If the parties fail to agree on an arbitrator, either may, after such party has notified the other of such failure to agree, give notice to the other party that it wishes to submit the dispute to arbitration by a single arbitrator in accordance with the *Arbitration Act, 1991* (Ontario). The name of an arbitrator will be proposed in such notice and if the other party is not agreeable to such proposed arbitrator, section 10 of such Act will be applicable. The decision of the arbitrator, which will be final and binding on the parties, will be made as soon as possible following his appointment and his fees and expenses will be borne equally by the parties.

ARTICLE 4- CONDITIONS OF CLOSING

- 4.01 **Conditions in Favour of Purchaser.** The obligation of the Purchaser to complete the Transaction is subject to the satisfaction, fulfillment or performance, on or before the Closing Date, of the following conditions which are included herein for its exclusive benefit and which may be waived, in whole or in part, only by the Purchaser:
- (a) that the Vendor has performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date; and
 - (b) that a copy of the Approval Order has been issued and delivered to the Vendor and the Purchaser by no later than May 2, 2011.
- 4.02 **Termination.** If any condition set out in section 4.01 has not been satisfied, fulfilled or performed on or before the Closing Date, the Purchaser may rescind and terminate this Agreement by notice in writing to the Vendor and thereupon the Purchaser will be released from all obligations hereunder and the Vendor will also be released from all obligations hereunder; provided, however, that the Vendor shall be obligated to return to the Purchaser the initial and subsequent deposits which the Vendor had been holding in escrow.
- 4.03 **Conditions in Favour of Vendor.** The obligation of the Vendor to complete the Transaction is subject to the satisfaction, fulfillment or performance, on or before the Closing Date, of the following conditions which are included herein for its exclusive benefit and which may be waived, in whole or in part, only by the Vendor:
- (a) that the Purchaser has performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.
- 4.04 **Termination.** If any condition set out in section 4.03 has not been satisfied, fulfilled or performed on or before the Closing Date, the Vendor may rescind and terminate this Agreement by notice in writing to the Purchaser and thereupon the Vendor will be released from all obligations hereunder.
- 4.05 **Conditions in Favour of Purchaser and Vendor.** The obligation of each of the Purchaser and the Vendor to complete the Transaction is subject to the satisfaction, fulfillment or performance, on or before the Closing Date, of the following conditions

which are included herein for the benefit of both parties and which may be waived, in whole or in part, only by both parties:

- (a) that no order, decision or ruling of any court, tribunal or regulatory authority having jurisdiction has been made, and no action or proceeding has been instigated which remains pending before any such court, tribunal or regulatory authority, and no action or proceeding is pending or threatened that, in the opinion of the solicitors acting for the Purchaser or the Vendor, as the case may be, acting reasonably, is likely to result in an order, decision or ruling, to disallow, enjoin, restrain or prohibit the completion of the Transaction; and
- (b) that the Vendor has obtained the Approval Order, all on terms acceptable to the Purchaser and the Vendor, each acting reasonably.

4.06 **Termination.** If any condition set out in section 4.05 has not been satisfied, fulfilled or performed on or before the Closing Date, either the Purchaser or the Vendor may rescind and terminate this Agreement by notice in writing to the other party and each party will be released from all obligations hereunder; provided, however, that the Vendor shall be obligated to return to the Purchaser the initial and subsequent deposits which the Vendor had been holding in escrow.

ARTICLE 5- CLOSING ARRANGEMENTS

5.01 **Time and Place.** The closing of the Transaction will take place at the office of PricewaterhouseCoopers Inc. Located at 21 King St. West, Main Floor, Hamilton, ON, at the Time of Closing, or at such other place or time as the parties may mutually agree upon in writing.

5.02 **Vendor Deliveries.** At the Time of Closing, the Vendor will tender or deliver to the Purchaser the following:

- (a) possession of the Personal Property; and
- (b) all other documents contemplated by this Agreement for delivery by the Vendor to the Purchaser.

5.03 **Purchaser Deliveries.** At the Time of Closing, the Purchaser and Guarantor will tender or deliver to the Vendor the following:

- (a) evidence satisfactory to the Vendor of the payment by the Purchaser of all applicable taxes and/or the filing of appropriate exemption certificates, elections or other documentation, in accordance with section 2.04 hereof;
- (b) a security deposit of \$24,000 to be held on account of the obligations of the Purchaser as set out in section 2.07 herein, which security deposit shall be returned immediately following the expiration of the Removal Period if the Purchaser satisfied its obligations under section 2.07;

- (c) a certificate of an officer of the Purchaser that the representations and warranties of the Purchaser herein contained are true and accurate as of and on the Closing Date;
- (d) all other documents contemplated by this Agreement for delivery by the Purchaser to the Vendor.

ARTICLE 6 - MISCELLANEOUS

6.01 **Tender of Documents.** Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the Closing Date. Money may be tendered by bank draft or cheque certified by a chartered bank or trust company, and made payable to the Vendor.

6.02 **Notices.** Any notice or other communication required or permitted to be given hereunder will be deemed to be made or given:

- (a) if personally served upon the party or upon any director, officer, servant, employee or partner of such party, in which case it will be conclusively deemed to have been made or given at the time of such personal service; or
- (b) if sent prepaid to the party by email, telecopier, telefax or other similar means of electronic communication to the telecopier number set out below for such party (and if confirmed on the same day by prepaid ordinary mail), in which case it will be conclusively deemed to have been made or given at the time of such sending.

For the purpose of making or giving any notice or other communication hereunder, the address and telecopier number of the Vendor are:

PricewaterhouseCoopers Inc.
21 King Street West, Main Floor
Hamilton, ON
L8P 4W7

Attention: Sean Casey
FAX: +1 905 974 1607

and the address and telecopier number of the Purchaser are:

GoIndustry DoveBid Canada Ltd.
c/o GoIndustry DoveBid, Inc.
11425 Cronhill Drive, Suite A
Owings Mills, Maryland 21117

Attention: David S. Fox
Facsimile: (410) 654-5876

and

The Branford Group
896 Main Street
Branford, CT 06405

Attention: James Gardner, Partner / Senior V.P.
Facsimile: (203) 488-4577

- 6.03 **Confidentiality.** Without the Vendor's written consent, the Purchaser will not disclose or divulge to any person, including government ministries, newspapers, radio stations and television stations, the contents of this Agreement or any information or documents respecting this Agreement that is not a matter of public knowledge or record, unless such disclosure is reasonably necessary in connection with the performance of this Agreement or is required by law. In the event of termination of this Agreement, the Purchaser will forthwith return to the Vendor all information or documents provided by the Vendor to the Purchaser. Notwithstanding the preceding terms of this section to the contrary, the Vendor hereby authorizes the Purchaser to use the Vendor's and the Debtor's names and logo, as well as the street address of the Premises, without additional consideration from the Purchaser, in promotional materials, including press releases and advertising both in print material and on our website, pertaining to the resale of the Personal Property (and not for any other reason).
- 6.04 **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be considered separate and severable from this Agreement and the remaining provisions thereof will remain in full force and effect as though the illegal or unenforceable provision had never been included.
- 6.05 **Further Assurances.** At any time and from time to time after the Closing Date, the Vendor will execute and deliver to the Purchaser at the expense of the Purchaser, and the Purchaser will execute and deliver to the Vendor at the expense of the Vendor, such further instruments and other written assurances as the Purchaser or Vendor, respectively, may reasonably request in order to carry out the Transaction for more effectually carrying out the true intent and meaning of this Agreement.
- 6.06 **Time.** Time is of the essence of this Agreement. However, the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in that regard.
- 6.07 **Headings.** All headings appearing in this Agreement have been inserted as a matter of convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.
- 6.08 **Counterparts and Facsimile Delivery.** This Agreement may be executed in two counterparts, each of which will be deemed to be an original and both of which taken

together will be deemed to constitute one and the same instrument. Counterparts may be delivered by sending an email with the attached signature page or facsimile thereof to the telecopier number of the recipient set out in section 6.02, provided that the party so delivering forthwith delivers an original executed counterpart by courier or personal delivery to the address of the other party set out in section 6.02.


- 6.09 **Assignment.** Neither party to this Agreement will be permitted to assign this Agreement without the prior written consent of the other party, which consent may be arbitrarily or unreasonably withheld.
- 6.10 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any and all prior negotiations, understandings and agreements between the parties.
- 6.11 **Amendment.** This Agreement may not be varied, amended or modified in any respect except by written instrument dated subsequent to the date hereof and signed by the parties or their duly authorized representatives.
- 6.12 **Vendor's Capacity.** The parties hereto agree that the Vendor acts solely in its capacity as Court Appointed receiver of the assets, undertaking and property of the Debtor, and that the Vendor and its agents, officers and employees will have no personal or corporate liability under or as a result of this Agreement or otherwise in connection herewith.
- 6.13 **Successors and Assigns.** The terms and provisions of this Agreement will be binding upon and will enure to the benefit of the parties hereto and their respective permitted successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF the parties have executed this Agreement under seal on as of the date day, month and year first above written.

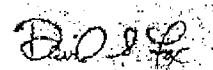
PricewaterhouseCoopers Inc., solely in its capacity as receiver and manager of the assets, undertaking and property of Regional Die Casting Limited, and not in its personal capacity

Per:


Name: Sean Cagoy c/s
Title: Senior Vice President

GoIndustry DoveBid Canada Ltd.

Per:


Name: David S. Fox, c/s
Title: Senior Vice President

The Branford Group

Per:

Name: James Gardner, c/s
Title: Partner / Senior V.P.

IN WITNESS WHEREOF the parties have executed this Agreement under seal on as of the date day, month and year first above written.

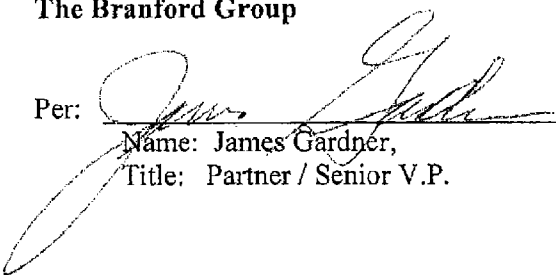
PricewaterhouseCoopers Inc., solely in its capacity as receiver and manager of the assets, undertaking and property of Regional Die Casting Limited. and not in its personal capacity

Per: _____
Name: _____ c/s
Title: _____

GoIndustry DoveBid Canada Ltd.

Per: _____ c/s
Name: David S. Fox,
Title: Senior Vice President

The Branford Group

Per:  _____ c/s
Name: James Gardner,
Title: Partner / Senior V.P.

SCHEDULE A
DESCRIPTION OF PERSONAL PROPERTY

Please see attached.

8654093.1

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list

Strikethrough indicates item not located in inventory count

CONVENTION DIE CAST AREA - ZINC DIE CAST MACHINE (DCM)

NOTE: DCM's were not individually identified or measured. Weights and dimensions detailed below were obtained from RDC's records.
Receiver confirmed 19 DCM's are on RDC's premises and RDC's records and employees indicate they are the items detailed below.

DESCRIPTION	TIE BAR DIMENSIONS	QTY
B&T 500 TON	29" X 29"	1
B&T 500 TON	28" X 28"	1
B&T 500 TON	25" X 25"	1
PRINCE 450 TON	24" X 24"	1
B&T 500 TON	28" X 28"	1
B&T 500 TON	28" X 28"	1
B&T 600 TON	29" X 29"	1
CASTMASTER 600 TON	28" X 28"	1
PRINCE 800 TON	36" X 36"	1
B&T 750 TON	35" X 35"	1
KUX SUPER 600 TON	32" X 32"	1
KUX SUPER 600 TON	32" X 32"	1
KUX SUPER 600 TON	32" X 32"	1
B&T 800 TON	35" X 35"	1
PRINCE 800 TON	36" X 36"	1
B&T 800 TON	37" X 37"	1
B&T 850 TON	37" X 37"	1
B&T 850 TON	38" X 38"	1
B&T 800 TON	35" X 35"	1
TECHMIRE	4" X 4"	2

EXTRACTORS/ROBOTS

NOTE: Extractors/Robots were not individually identified or measured. Dimensions detailed below were obtained from RDC's records.

Receiver confirmed 19 Extractors/Robots were with the DCM's on RDC's premises and RDC's records and employees indicate they are the items detailed below. Receiver identified 7 additional Robots/Extractors not attached to DMC's.

MANUFACTURER	HARMONIC TUBE LENGTH		QTY
STERLING	45"	With DMC	1
STERLING	54"	With DMC	1
STERLING	54"	With DMC	1
STERLING	56"	With DMC	5
STERLING	60"	With DMC	2
STERLING	68"	With DMC	1
STERLING	69"	With DMC	2
STERLING	70"	With DMC	1
STERLING	72"	With DMC	5
STERLING	VARIOUS	Back of Plant	7

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list

CONVEYORS

NOTE: Conveyors were not individually identified or measured. Dimensions detailed below were obtained from RDC's records. Receiver confirmed 19 Conveyors were with the DCM's on RDC's premises and RDC's records and employees indicate they are the items detailed below.

WIDTH LENGTH	CHUTE LENGTH		QTY
24" X 14"	48"	With DMC	1
22" X 10"	45"	With DMC	1
24" X 10"	40"	With DMC	1
24" X 10"	38"	With DMC	1
24" X 10"	39"	With DMC	1
24" X 12"	35"	With DMC	1
24" X 14"	39"	With DMC	1
36" X 10"	30"	With DMC	1
36" X 14"	42"	With DMC	1
24" X 14"	42"	With DMC	1
24" X 15"	46"	With DMC	1
24" X 10"	37"	With DMC	1
36" X 15"	44"	With DMC	4
24" X 14"	46"	With DMC	1
24" X 15"	43"	With DMC	1
24" X 16"	42"	With DMC	1

TRIM PRESSES TP

NOTE: Trim presses were counted and reconciled to the company's books and records to the degree possible. Dimensions detailed below were obtained from RDC's records. Some items could not be reconciled to the list below and are reclassified as unknown.

Receiver confirmed 21 Trim Presses were with the DCMs on RDC's premises and 7 others were located throughout RDC's premises. RDC's records and employees indicate the trim presses are the items detailed below.

DESCRIPTION	TIE BAR MEASUREMENT	STROKE HEIGHT	QTY
50 TON GREENLEE	50" X 24"	33"	1
25 TON GREENLEE	32.5" X 16.5"	22"	
25 TON WSM PRESS	31" X 19"	24" BACLE	1
20 TON BOSS	32" X 17.5"	19"	
20 TON WILL BROS.	32.5" X 17"	24"	1
35 TON WSM PRESS	30" X 20"	24"	1
37 TON BULMER	36" X 24"	33"	1
35 TON HYD. POWER	38" X 23"	28"	1
50 TON MODERN	37" X 19.5"	36"	
50 TON FRONTIER	42" X 48"	48"	1
25 TON FRONTIER	30" X 20"	21"	1
50 TON FRONTIER	52" X 32"	38"	1
50 TON SPEED TRIM	4" X 25"	36"	1
50 TON B&T	40" X 16"	32"	1
50 TON B&T	48" X 25"	28"	1
50 TON GREENLEE	48" X 25"	34"	1

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list

35 TON WICKS	50" X 25"	34"	1
30 TON MODERN	36" X 21"	36"	
50 TON FRONTIER	50" X 32"	42"	1
15 TON B&T	24" X 14"	21"	
18 RC WILSON	22" X 18"	17"	
25 TON FRONTIER	35" X 19"	31"	1
20 TON VICKERS	32" X 17"	19"	
35 TON METAL MECH	36" X 20"	29"	1
35 TON METAL MECH	33" X 18"	29"	1
20 TON KARD	23" X 11"	20"	
50 TON B&T	48" X 36"	38"	2
60 TON Metal TECH	48" X 36"	60"	2
50 TON FRONTIER			1
30-40 TON UNKNOWN			2
35 TON UNKNOWN			2
20-25 TON UNKNOWN			1

ALLOY FURNACES

MANUFACTURER	DESCRIPTION	QTY
HAMILTON THERMAL	27000 LB. CAPACITY	1
HAMILTON THERMAL	27000 LB. CAPACITY	1
HAMILTON THERMAL	47000 LB. CAPACITY	1

WHEELABRATOR WH

MANUFACTURER	DESCRIPTION	QTY
GEORGE FISCHER	6 CUBIC FT CAPACITY	1

VIBRATORS VB

MANUFACTURER	DESCRIPTION	QTY
ROTO FINISH	30 CUBIC FT CAPACITY	1
ALMCO	16 CUBIC FT CAPACITY	1
AUTO FINISH	12 CUBIC FT CAPACITY	1
DRYER		1

AIR COMPRESSORS AC

MANUFACTURER	DESCRIPTION	QTY
QUINCY COMPLETE WITH DRYER	75 HP 350 DRM	1
KAESER COMPLETE WITH DRYER	75 HP 361 CFM	1
KAESER COMPLETE WITH DRYER	75 HP 361 CFM	1
COMPRESSED AIR HOLDING TANK		2
QUINCY COMPLETE WITH DRYER	40-50 HP	1

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list

DUST COLLECTOR	1
LARGE DUSTCOLLECTOR	1

WATER COOLING EQUIPMENT WCE

MANUFACTURER	DESCRIPTION	QTY
BALTIMORE AIR COL	WHOLE PLANT 500,000 GALLON TOWER	1
BERG CHILLER	HI-TECH AREA 30 TON	1
BERG EQUIPMENT (POSSIBLY 2ND CHILLER)	PUMP AREA	1

RECIRCULATION WATER CONTROL RWC

MANUFACTURER	DESCRIPTION	QTY
HANNA PUMP - TECO MOTOR	60 HP 1000 GPM	1
HANNA PUMP - TECO MOTOR	25 HP 300 GPM	1
TURNER	60 HP 600 GPM	1
TURNER	15 HP 300 GPM	1

WASTE WATER CONTROL WWC

MANUFACTURER	DESCRIPTION	QTY
BECKART TREATMENT	5-30 GALLONS PER MINUTE	1
OIL SKIMMER	INC. SYSTEM	1

CRANES & HOISTS CR

MANUFACTURER	DESCRIPTION	BOOM	QTY
DEMAG	2 TON	20'	1
KONE	4 TON	18'	1
SECORD + 5 TON CHAIN FALL	5 TON	40'W X 300'L	1
SECORD + 2 TON CHAIN FALL	2 TON	30'W X 170'L	1
CM	1 TON	12"	1

WEIGHT SCALES WS

MANUFACTURER	DESCRIPTION	CAPACITY	QTY
TOLEDO	WEIGHT & COUNT	10000 LBS.	1
TOLEDO	WEIGHT & COUNT	10000 LBS.	1
A/D ISI	WEIGHT & COUNT	60 LBS .01 LB INCRMENT	4
RICELAKE	WEIGHT & COUNT	300 LBS. .01 LB INCREMENT	6

VACCUUM SYSTEMS VS

MANUFACTURER	DESCRIPTION	QTY
FONDAREX	VP 4.1 A8	7

HOT OIL SYSTEMS HOS

MANUFACTURER	DESCRIPTION	QTY
MOKN	SERIES 500	1
STERICO	96K5263	1

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list

MISCELLANEOUS MSC

NOTE: Buckhorn Plastic Baskets and Dump buckets with trip levers were not counted. No guarantee is made that the quantities on hand are accurate.

MANUFACTURER	DESCRIPTION	QTY
DOUBLE PUMP SERVICES	DIE AUTO LUBE SYSTEMS - 19 MACHINES	1
WATER SOFTENER	HA-90T	1
ARROW ACME POWER LADLES	FOR FORKLIFT TRUCKS	2
BUCKHORN PLASTIC BASKETS	Not Counted	850
60 GALLON PRESSURE LUBE TANKS WITH NOZZLES	14 OUTSIDE +6 BACK	20
DUMP BUCKETS WITH TRIP LEVERS	Not Counted	26
HALTON AUTO PALLET WRAPPING MACHINES #LM 72R72		2
CARDBOARD COMPACTER	HD 2200	1
BATTERY CHARGER		2

TOOLROOM EQUIPMENT TR

DESCRIPTION	QTY
DECKEL FP 4 NC CNC MACHINE	1
DECKEL KF 2 COPY MILL	1
SURE FIRST DM 422 EDM MACHINE	1
L-MAZAK J MK 530 LATHE	1
COLCHESTER LATHE	2
SCHAUBLIN 13499 SMALL LATHE	1
JONES-SHIPMAN #1011 SURFACE GRINDER	1
FIRST LC-20 VSG MILLING MACHINE	1
ERA 46262 RADIAL DRILL	1
RAM HL-12 HORIZONTAL BAND SAW	1
POWERMATIC 67-7831 VERTICAL BAND SAW	1
ERLO TC-25 DRILL MACHINE	1
ABRASIVE #3B SMALL SURFACE GRINDER	1
SMALL VERTICAL BAND SAW	1
HYDRAULIC PUMP	1
ARC WELD 13410268 WELDING MACHINE	1
4 TON HYDRAULIC PRESS	1
10X12 DME HOLDER	1
Various 12X15 DME HOLDERS	6
Various DME HOLDERS	7
15X18 DME HOLDER	1
HONNING EQUIPMENT	
EXCELL-O RAM TARRET MILLING MC	1

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list

KENT MILLING MC

1

BLACK AND Decker 7" CHOP SAW

VARIOUS CORE PINS, EJECTOR PINS, SPRUE SPREADERS	Not Counted
VARIOUSE SPRUE BUSHINGS, NOZZLES, PLUNGER TIPS	Not Counted
VARIOUS PLUNGER RINGS, BOLTS, GRINDING WHEELS	Not Counted
VARIOUS BLADES, END MILLS, DRILLS, TAPS, WRENCHES	Not Counted
VAROUS POLISHING WHEELS, POLISHING STONES, COLD ROLL STEEL STOCK	Not Counted
VARIOUS #4140 STEEL STOCK, #H13 STEEL STOCK, PARRELL BLOCKS	Not Counted
VARIOUS THREADED STOCK, EYE BOLTS, DIE CARRIERS	Not Counted
NUMEROUS OTHER SUPPLIES	Not Counted

QUALITY CONTROL EQUIPMENT QC

NOTE: Some items such as software were not identified or not counted and are noted below.

DESCRIPTION		QTY
MITUTOYO MODEL #8706 COORDINATE MEASURING MACHINE		1
MIH RENISHAW PROBING HEAD		1
IBM P3 COMPUTER WITH MAG 3/UDI CONTROLLER		1
COSMOS V1 4R SOFTWARE		1
STATPAK-WIN V1 545 SOFTWARE PACKAGES	Not Counted	1
EPSON 740 COLOUR PRINTER		1
NORGEN AIR DRYER UNIT		1
STARRETT COORDINATE MEASURING MACHINE MODEL H6DC 2024-16		1
PH91 RENISHAW PROBING HEAD		1
TP200 MAGNETIC TIPS		2
DELL PENTIUM 3 OPTIPLEX GX1 WITH API/ISA INTERFACE CARD		1
APOGEE SOFTWARE WITH CAD 5.02 AND SPC WIN32		1
EPSO 740 COLOUR PRINTER		1
RENISHAW PROBE KIT		1
MITUTOYO PH3500 OPTICAL COMPARATOR WITH MICROPAK 2		1
OPTIEYE EI CONTROLLER	Not Counted	1
CANLAB PRECISION - OVEN MODEL #18E6		1
LABCUNCO FUME HOOD		1
CM10 BENCH CUTOFF WITH RECIRCULATION		1
CHATILLON FORCE GAUGE DFM 10	Not Counted	1
TORQUE GAUGE		1
GAUGE BLOCK SET #576-902		2
.061" - .250" MAYER PLUG GAUGE SET		1
.251" - .500" CHINESE PLUG GAUGE SET		1
.501" - .625" CHINESE PLUG GAUGE SET		1
.626 - .750" CHINESE PLUG GAUGE SET		1
0" - 12" MITUTOYO DIGITAL HEIGHT GAUGE		1
0" - 18" MITUTOYO DIGITAL HEIGHT GAUGE		1
0" - 24" MITUTOYO DIGITAL HEIGHT GAUGE		1
0" - 6" DIGITAL MITUTOYO CALIPERS		1
0" - 8" DIAL MITUTOYO CALIPERS		1
0" - 12" DIAL MITUTOYO CALIPERS		1

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list

150 MM DIAL MITUTOYO CALIPERS

DIGIAL ACCULAB SCALE V12400

SHIMADZU SCALE

NUMEROUS OTHER PRECISION MEASURING TOOLS & GAUGES

Not Counted

TOO NUMEROUS TO LIST

LAB COMPANION OVEN

1

1

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list

OLYMPUS MICROSCOPE

1

MACHINING & ASSEMBLY DEPARTMENT MA

NOTE: Numerous machines and equipment are located throughout the MA Department. An inventory count was undertaken, but the equipment on RDC's premises cannot be directly reconciled to the original list provided. A number of items have been added under new categories or descriptions based on information provided by RDC's employees.

DESCRIPTION	QTY
Portable transformer station	7
Electric arc welder	1
Pedestal grinder	2
Arbour press	1
Mazak engine lathe	1
First ram and turret milling machine	1
Cincinnati tool and cutter grinder	1
Bridgeport milling machine	1
Long-cha drill press	1
Various available drill head units	Not Counted
Various available lead screw taper units	Not Counted
Tapping Machines	3
Hydraulic power pack with valves	2
Drill press power feed units	3
Gyrol 950 twin spindle unit	3
Gyrol 650 twin spindle unit	4
Various Drilling Machines, Multi-Spindle drilling units, Multi-head drilling units, Rotary Drills, Grooving and tapping machines, etc.	20
Grayco grease barrel pump	2
Drilling machine	1
Hydraulic broaching machine	1
Machining center	1
Drill/tap machine (index type)	1
Grooving/tapping machine (index type)	1
Heavy duty spin rivet machine	1
Twin head light duty spin rivet machine	1
Nateco G-19 multi spindle drill/tap machine	1
Independent barcode printer station	1
Vision inspection system/bar code printer	1
Grooving / Broaching machine	3
Drilling machine	1
Engine lathe	1
Air punch	1
Air hammer	1
Bufalo B-18 reversible drill press	7

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously reported on file

Buffalo B 15 reversible drill press	1
Buffalo B 18 standard drill press	2
Buffalo B 15 standard floor model drill press	2
VARIOUS POLISHING UNITS	24
MILLING	2
HYDROLIC PUMP	1
CONVEYER SYSTEM	3
HORIZONTAL BELT SANDER	1
STAKING MACHINE	3

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list

VARIOUS DUST COLLECTORS		4
AIR PRESS		1
LARGE ROTARY LATHE/MILL	HERBERO AUTO JUNIOR	1
DRILLING STATION		2
DRILLING-BOORING		1
SHAKER TABLE		2
RADIAL SAW		1
VARIOUS DRILLING AND TAPPING PRESSES, STAKING MACHINES AT BACK OF PLANT	Not Counted	Approx 28
Various gauges, fixtures	Not Counted	
Various belts, motors, transformers	Not Counted	
Various fans and hoses	Not Counted	
TIE BARS FOR 14 MACHINE		1
SPARE TIE BARS		1
BAR CODE PRINTER (SHIPPING OFFICE)		1
Buffalo B-15 standard table model drill press		3
Buffalo B-18 power feed gang drill		1
Buffalo B-18/B-15 gang drill		1
Buffalo B-15 gang drill		1
Drill machine		1
Milling machine		1
Drill machine		2
Heat stake assembly machines		7
Single end drill/tap machine		5
Handle drill machine		2
Heavy duty hydraulic vertical drill machine		1
Tapping machine		1
Tapping machine		1
Air break machine		1
Double end drill tap machine		2
Drill machine		2
Procurrier multi-spindle lead screw tapper		1
Clausing multi-spindle lead screw tapper		2
Hydraulic punching machine		1
Heat stake assembly machines		2
Automatic drill machines		2
Disc sender		1
Drill machine		1
Pneumatic trim press		1
Drilling machine		1
Machining center		1
Drilling machine		1
Tapping Machine		1
Drilling machine		1
Drill/tap machine		1
Multi-spindle tapping machine		1
Grooving machine		1

REGIONAL DIE CASTING LTD.

PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list

Drilling machine

1

Drilling machine

1

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

One * indicates significant item not previously identified on list

MOTOR VEHICLES - LIFT TRUCKS MV

DESCRIPTION	CAPACITY	MODEL	QTY
CLARK PROPANE	4775 LBS.	GCS-25MB	1
CLARK ELECTRIC	3225 LBS	TM20	1
CATERPILLAR PROPANE	8000 LBS.	T50D	1
CLARK ELECTRIC	4150 LBS.	TM25	1
CLARK PROPANE	4775 LBS.	GCS-25MB	1
CLARK PROPANE	7575 LBS.	C500-080	1
CLARK PROPANE	4775 LBS.	GCS-30MB	1
YALE PROPANE	5000 LBS.	GLC0507ENUAE083	1
HYUNDAI PROPANE	4550 LBS.	HLF25CH	1
HYUNDAI PROPANE	4550 LBS.	HLF25CH	1
HYUNDAI PROPANE	4550 LBS.	HLF25CH	1
TENNANT FLOOR SCRUBBER PROPANE		4820SI	1

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on 18EV3054

TENNANT FLOOR SWEEPER

18EV3054

LANDA STEAM CLEANER

FURNITURE & FIXTURES

NOTE: Due to the low value of furniture and fixtures a detailed count of furniture and fixtures was not undertaken.

DESCRIPTION	LOCATION	QTY
OAK DESK WITH SIDE RETURN	CONTROLLER	1
OAK CREDENZA		1
OFFICE CHAIRS		4
4 DRAWER LEGAL FILE CABINET		1
2 DRAWER LEGAL FILE CABINET		2
P3 COMPUTER WITH 128 MB RAM 52X CD ROM		1
15" COLOUR MONITOR		1
JVC PORTABLE CD PLAYER		1
OFFICE PICTURES		6
BOARDROOM TABLE	VISITOR OFFICE	1
CHAIRS		4
DOUBLE DOOR 72" FILE CABINETS		2
42" FILE CABINETS		1
P2 COMPUTER, CD BURNER, 15" MONITOR		1
BOOKCASE		1
686 DDC SEAL LAMINATOR		1
OAK DESK WITH SIDE TABLE	PROJECT MANAGER	1
CREDENZA		1
OFFICE CHAIRS		6
BOOKCASE		1
2 DRAWER LATERAL FILE CABINET		1
OAK LAMINATED TABLE		1
P4 COMPUTER, WINDOWS XP, 15" MONITOR		1
RECEPTION TABLES	LOBBY	1
RECEPTION CHAIRS		4
P3 COMPUTERS	MAIN OFFICE	4
P4 COMPUTER, WINDOWS XP, 15" MONITOR		1
FILE SERVER, WINDOWS 2000, 4MM BACKUP DRIVE		1
15" COLOUR MONITOR		2
19" FLAT SCREEN MONITORS		2
HIGH BACK MULTI ADJUSTABLE OFFICE CHAIRS		3
OFFICE CHAIR		1
DL5600 FUJITSU PRINTER		1
LASERJET 5 PRINTER		1
950C HP COLOUR PRINTER		1
PANFAX UF770 FAX MACHINE		1
4 DRAWER LEGAL FILE CABINET	MAIN OFFICE	2
2 DRAWER LEGAL FILE CABINET		2
HP SCANJET 5590 SCANNER		1
TEKNION OFFICE WORKSTATIONS		4

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list

TEKNION RECEPTION WORKSTATION		1
2 DRAWER PEDESTAL FILE CABINETS		10
OFFICE PICTURES		4
LUNCHROOM CHAIRS	LUNCHROOM	3
LUNCHROOM TABLES		1
LUNCHROOM REFRIGERATOR		1
MICROWAVE		1
OFFICE SIDE CHAIRS	SALES & PRODN MNGR	3
OFFICE DESK CHAIRS		2
TEKNION OFFICE WORKSTATIONS		2
2 DRAWER PEDESTAL FILE CABINETS		2
3 DRAWER LEGAL LATERAL FILE CABINET		1
COFFEE TABLE		1
P3 COMPUTER WITH MRP SYSTEM, 15" COLOUR MONITOR		1
OFFICE PICTURES		3
FUJITSU G2310A LAPTOP 1.6 GHZ 512 MB RAM WIN XP		1
BOARDROOM TABLE	BOARDROOM	1
BOARDROOM CHAIRS		6
OAK CREDENZA		1
OAK DESK WITH SIDE TABLE	PRESIDENT OFFICE	1
CREDENZA		1
LEATHER COUCH		1
LEATHER CHAIR		1
LEATHER OFFICE CHAIRS		3
SIDE TABLE		1
COFFEE TABLE		1
18" X 30" LAMINATED TABLE		1
OAK DESK WITH DOUBLE RETURN	GM OFFICE	1
HIGH BACK ADJUSTABLE CHAIR		1
OFFICE CHAIRS		2
OAK ARMOIRE		2
OAK 2 DRAWER LATERAL FILE CABINET		1
PRODUCTION BOARDROOM TABLE	PROD. MEETING ROOM	1
MSC OFFICE CHAIRS (STACKABLE)		11
FOLDING TABLE		1
20" COLOUR TV		1
OVERHEAD PROJECTOR SCREEN		1
OFFICE BOOKCASE WITH 2 LATERAL LEGAL FILES	QA OFFICE	2
OFFICE DESK WITH SIDE RETURN		1
LEATHER HIGH BACK CHAIR		1
LEATHER OFFICE CHAIRS		2
P4 COMPUTER, WINDOWS XP, 15" MONITOR		1
P3 COMPUTER, 15" COLOUR MONITOR, 512 MB RAM	SHIPPING DEPT	1
P4 COMPUTER, WINDOWS XP, 24" FLAT SCREEN MONITOR		1
DATAMAX W CLASS SERIES BAR CODE PRINTER		1
OKIDATA MICROLINE 320 9 PIN PRINTER		1

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list			
OFFICE CHAIRS			2
HIGH BACK ADJUSTABLE CHAIR			1
OFFICE DESK			3
HP1215 PHOTOSMART PRINTER			1
P1 COMPUTER SYSTEM WITH CD BURNER	INCOMING INSPECTION		1
LASERJET 4 PRINTER			1
PR PENTIUM WITH 256MB RAM, WINDOWS XP	FOREMAN'S OFFICE		1
CANON SCANNER			1
LASERJET 4 PRINTER			1
OFFICE CHAIRS			3
OFFICE DESKS			2
4 DRAWER FILING CABINETS			2
P3 COMPUTER, 15" MONITOR	QC OFFICE		1
4 DRAWER FILING CABINETS			3
2 DRAWER FILING CABINETS			1
OFFICE DESK WITH RETURN			1
LASERJET 4 PRINTER			1
HP DESKJET 920C PRINTER	TOOLROOM OFFICE		1
P1 COMPUTER, CD BURNER, 15" MONITOR			1
4 DRAWER FILING CABINETS			4
2 DRAWER FILING CABINETS			1
OFFICE DESK			1
OFFICE CHAIRS	TOOLROOM OFFICE		2
COMPUTER TABLE			1
4 DRAWER FILING CABINETS			5
2 DOOR FILE CABINET	MACHINING OFFICE		1
P1 COMPUTER, 15" MONITOR			1
486 SX LAPTOP COMPUTER			4
ACER P3 TRAVELMATE 222X LAPTOP			4
OFFICE DESK			1
HP600C DESKJET PRINTER			1
5 FOOT STORAGE DESK	FILE STORAGE AREA		1
4 DRAWER LEGAL FILING CABINETS			5
4 DRAWER LETTER FILING CABINETS			10
2 DOOR 72" FILING CABINETS			5
STACKING CHAIRS			2
LASERJET 5 PRINTER	MAINTENANCE OFFICE		1
OFFICE DESK			1
4 DRAWER LETTER FILING CABINETS			1
OFFICE CHAIRS			2
P1 COMPUTER, 15" MONITOR			1
TOSHIBA LAPTOP COMPUTER			4
MICROWAVES			2
KELVINATOR DOUBLE FRIDGE			1
REFRIGERATOR			1
LARGE FOLDING TABLES			8

REGIONAL DIE CASTING LTD.
PLANT EQUIPMENT LISTING

Green indicates significant item not previously identified on list

SMALL TABLES		8
STACKING CHAIRS		95
DOUBL ETIER (10" X 36" PER TIER) STORAGE LOCKERS	PLANT	52
ACCROPRINT TIME COLLECTION TERMINALS	PLANT	2
TIMEDATA DATATRAK TIME COLLECTION SOFTWARE	MAIN OFFICE	1
GE EDI COMMUNICATION PROGRAM	MAIN OFFICE	2
AUTOCAD SYSTEM	MACHINING OFFICE	1
SONY DIGITAL CAMERA	MAIN OFFICE	1
SOLIDVIEW PRO SOFTWARE	MAIN OFFICE	2
MPAC SOFTWARE	MAIN OFFICE	1

Tab F

Attached is Exhibit “F”

as referred to in the

**FIRST REPORT
OF PRICEWATERHOUSECOOPERS INC.**

PricewaterhouseCoopers Inc.

**Court Appointed Receiver of
Regional Die Casting Limited**

**STATEMENT OF RECEIPTS AND DISBURSEMENTS - CANADIAN ACCOUNT
FOR THE PERIOD FEBRUARY 11, 2011 TO APRIL 13, 2011**

RECEIPTS

\$

Sale of Raw Material / Scrap	168,670.89
Sale of Inventory	33,448.86
Sale of Equipment	5,355.27
Pre Appointment GST Refund	76,202.27
Pre Appointment Accounts Receivable	3,867.14
Miscellaneous Income	50.00
Interest Earned	171.22
HST Collected	26,978.25

TOTAL RECEIPTS	314,743.90
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DISBURSEMENTS

Payroll:	
-Wages	32,961.20
-Employer EI & CPP	1,566.92
-Source Deductions to be remitted	(3,041.09)
	31,487.03
Employee Benefits - Great West Life	1,146.42
Receiver Fees & Disbursements	90,951.55
Legal Fees	9,450.70
Utilities	12,694.04
Operating Expenses	2,029.97
Registration Fee	70.00
Bank Charges	30.00
HST (I.T.C.)	14,921.56

TOTAL DISBURSEMENTS	162,781.27
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EXCESS OF RECEIPTS OVER DISBURSEMENTS	151,962.63
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FUND HELD BY RECEIVER	151,962.63
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Tab G

Attached is Exhibit “G”

as referred to in the

**FIRST REPORT
OF PRICEWATERHOUSECOOPERS INC.**

PricewaterhouseCoopers Inc.

Court Appointed Receiver of
Regional Die Casting Limited

STATEMENT OF RECEIPTS AND DISBURSEMENTS - US ACCOUNT
FOR THE PERIOD FEBRUARY 11, 2011 TO APRIL 13, 2011

RECEIPTS

\$

Pre Appointment Accounts Receivable	32,753.20
Sale of Inventory	261,868.67
Sale of Equipment	32,500.00

TOTAL RECEIPTS

327,121.87

DISBURSEMENTS

Bank Charges	165.00
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TOTAL DISBURSEMENTS

165.00

EXCESS OF RECEIPTS OVER DISBURSEMENTS

326,956.87

FUND HELD BY RECEIVER

326,956.87